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Douglas County Solid Waste and Hazardous Waste Management Plan For Years 2024–2029

Douglas County, Washington



February 2024



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Douglas County Solid Waste and Hazardous Waste Management Plan For Years 2024–2029

February 2024

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ACKNOWLEDGMENTS

The Douglas County Solid Waste Department acknowledges the valuable contribution of the following organizations for their assistance in the development of this Plan:

Douglas County Solid Waste Advisory Committee Members

Washington State Department of Ecology Staff

Chelan-Douglas Health District Staff

Douglas County Solid Waste Department Staff

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



Executive Summary

This Solid Waste and Hazardous Waste Management Plan (Plan) recommends strategies to manage solid waste generated in Douglas County over the next 6 to 20 years as required by the Revised Code of Washington 70A.205. This Plan will guide the actions of Douglas County and the participating cities and town of Bridgeport, East Wenatchee, Mansfield, Rock Island, and Waterville, and Waste Management, which owns and operates the Greater Wenatchee Regional Landfill and those certificated companies that provide curbside collection and processing of municipal solid waste and recyclable materials. It is the collaborative effort of participating cities' and industry representatives, thought leaders, and subject matter experts in the solid waste field, and incorporates a balanced approach to solid waste management in Douglas County.

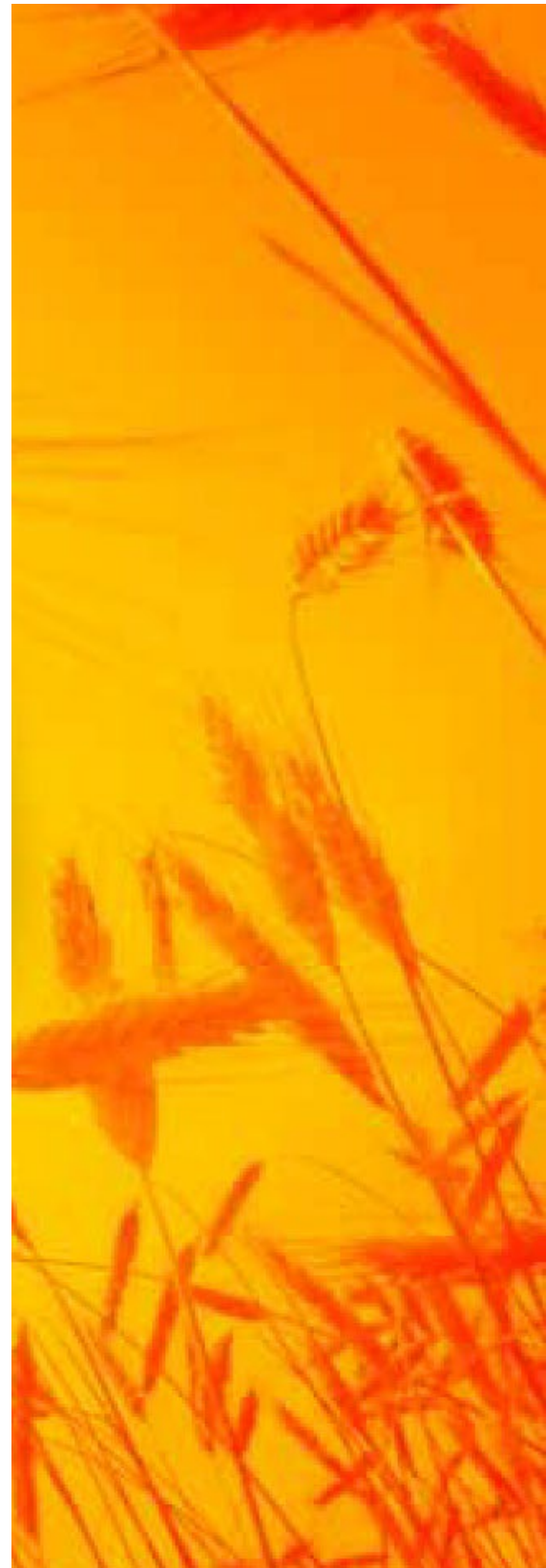
The overriding mission statement for the Plan is:

“Douglas County and the participating jurisdictions provide citizens with efficient, reliable, and affordable solid waste collection, handling, recycling, and disposal services in order to improve the quality of life while protecting and preserving human health, environmental quality, and natural resources.”

To further this mission, the Plan proposes a comprehensive set of recommended strategies for implementation over the 6-year planning period. Highlights are described below.

Waste Reduction and Recycling – Waste prevention, reduction, and recycling are continuing priorities for this Plan. Promoting a variety of education and outreach initiatives, while dealing with changing recycling markets, will continue to be a priority through harmonization of programs and working cooperatively with jurisdictional and private partners.

System Enhancements – Completing construction and initiating operations of a permanent Moderate-Risk Waste Collection Facility for county residents will enhance environmental safety while providing a year-round facility that has long-term benefits to the community. The County may also consider the siting of a transfer station to provide opportunities for self-haul disposal, if cost-effective, and initiation of a study to determine program and



infrastructure needs required to implement additional curbside organics collection and recycling programs.

Long-range planning is essential to achieving a cost-effective and environmentally sound integrated solid waste system. To this end, this Plan facilitates a cooperative effort between partners and provides a framework for infrastructure planning, short-term and long-term management of solid waste and recyclables, policy making, and funding for the system. The summary of recommendations and implementation costs can be found in Chapter 11.0 – Implementation Plan.

This Plan is intended to be a “living document” to be revisited on a regular basis to evaluate progress, reassess initiatives and implementation plans, and consider potential updates to the Plan in response to emerging data and information and future conditions.

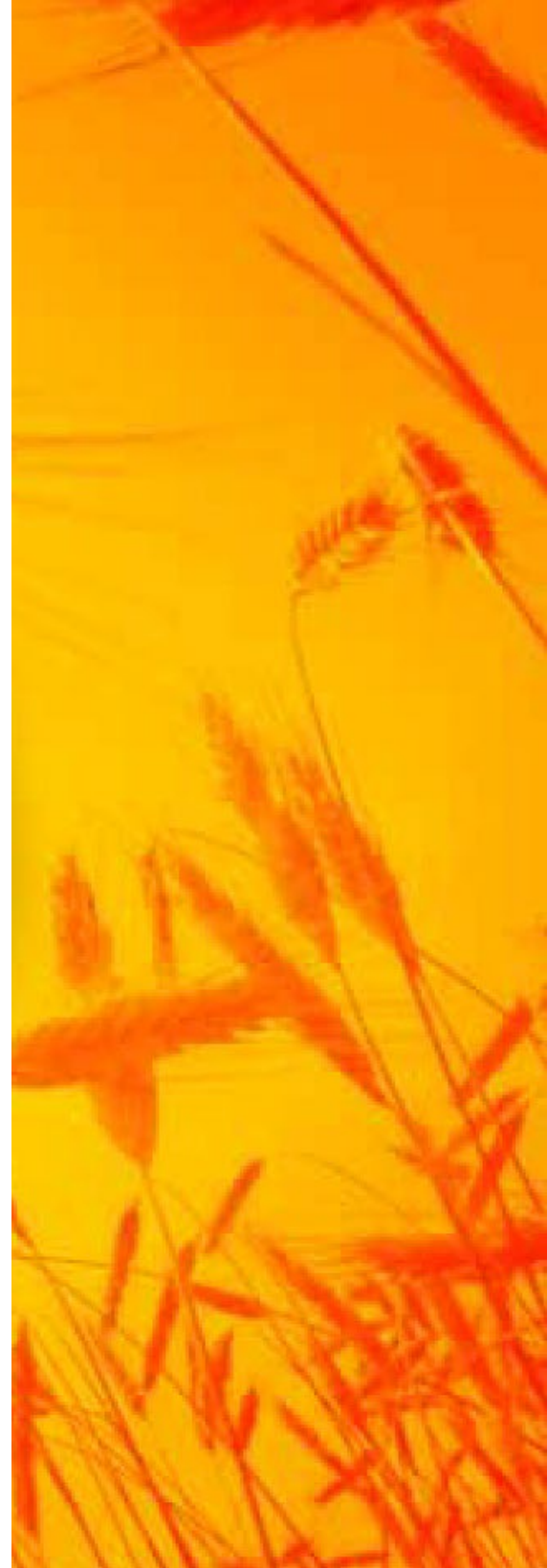




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Appendix I: WUTC Cost Assessment



Acronyms and Abbreviations

BSE	Bovine Spongiform Encephalopathy
C&D	construction and demolition
CFCs	chlorofluorocarbons
Commerce	Washington Department of Commerce
County	Douglas County
CROP	Contamination Reduction and Outreach Plan
DDMP	disaster debris management plan
Ecology	Washington State Department of Ecology
EIS	Environmental Impact Statement
EMP	Emergency Management Plan
EPA	United States Environmental Protection Agency
EPR	extended producer responsibility
ESHB	Engrossed Substitute House Bill
FEMA	Federal Emergency Management Agency
GWRL	Waste Management Greater Wenatchee Regional Landfill
H5N1	Highly Pathogenic Asian Avian Influenza A
HB	House Bill
HDPE	high-density polyethylene
HDR	HDR Engineering, Inc.
Health District	Chelan-Douglas Health District
HHW	household hazardous waste
LSWFA	Local Solid Waste Financial Assistance
MRW	moderate risk waste
MSW	municipal solid waste
MTCA	Model Toxics Control Act
MW	megawatts
OFM	Washington Office of Financial Management
ORS	Oregon Revised Statute
PCS	petroleum-contaminated soils
PET	polyethylene terephthalate
Plan	Benton County Solid Waste and Moderate Risk Waste Management Plan
RCRA	Resource Conservation and Recovery Act
RCW	Revised Code of Washington
SEPA	State Environmental Policy Act
SHB	Substitute House Bill

SQG	Small-Quantity Generator
SWAC	Solid Waste Advisory Committee
TPY	tons per year
UGA	Urban Growth Area
WAC	Washington Administrative Code
WM	Waste Management of Washington, Inc.
WSDA	Washington State Department of Agriculture
WUTC	Washington Utilities and Transportation Commission



CHAPTER 1.0 BACKGROUND

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1.0 Background

This section provides general information regarding the *Douglas County Solid Waste and Hazardous Waste Management Plan* (Plan), its development, and its relationship to other state and local documents.

1.1 Introduction

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

1.2 Purpose

Washington State law assigns primary responsibility for managing MSW and MRW to local governments. Revised Code of Washington (RCW) 70A.205 requires local governments to maintain current solid waste management plans. RCW 70A.300 requires local governments to develop plans for managing hazardous waste, which in this Plan is covered in Chapter 8.0 – Moderate-Risk Waste.

The purpose of this Plan is to develop recommended waste management strategies for the 5-year period 2024 through 2029. The Plan also looks forward to confirm that sufficient processing and disposal options are anticipated to be available to the County for at least the next 20 years, or through year 2044.

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

1.3 Goals and Objectives

The mission statement for this Plan is as follows:

Douglas County and the participating jurisdictions provide citizens with efficient, reliable, and affordable solid waste collection, handling, recycling, and disposal services in order to improve the quality of life while protecting and preserving human health, environmental quality, and natural resources.

For each element of the Plan, goals have been developed. An assessment of existing conditions relative to each element are made, and then an identification of needs and opportunities followed. An evaluation of the alternatives has been performed, and recommendations for specific programs, policies, or actions were selected and adopted.

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

- 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 to climate, air, water, and land that are associated with waste generation, transportation, handling, recycling, and disposal.
- Manage waste in a manner that promotes Washington State’s waste management priorities presented in Ecology’s *Moving Washington Beyond Waste and Toxics* document.
- 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.

1.4 Participants in the Planning Process

This document was developed with the guidance of the Douglas County Solid Waste Advisory Committee (SWAC), whose participation is gratefully acknowledged. Committee members and their affiliations are shown in Table 1-1.

Member	Affiliation
Kyle Steinburg	Douglas County
Sergio Orozco	City of Bridgeport
Christine Johnson	City of East Wenatchee
Randy Agnew	City of Rock Island
Clint Wall	Town of Mansfield
Loyd Smith	Town of Waterville
Eric Keogh	Waste industry
Javier Ramos	Public Health and Safety
Josh Williamson	Waste Reduction and Recycling
Jana Fischback	Business and Industry



Table 1-1. Douglas County Solid Waste Advisory Committee	
Member	Affiliation
William Carpenter	Agriculture
Vacant	Organics

1.5 Planning Area

The planning area (see Figure 1-1) includes the incorporated and unincorporated areas of the County. This includes the cities and towns of Bridgeport, East Wenatchee, Mansfield, Rock Island, and Waterville. For the purposes of this Plan, the Town of Coulee Dam is under the jurisdiction of Grant County, Washington.

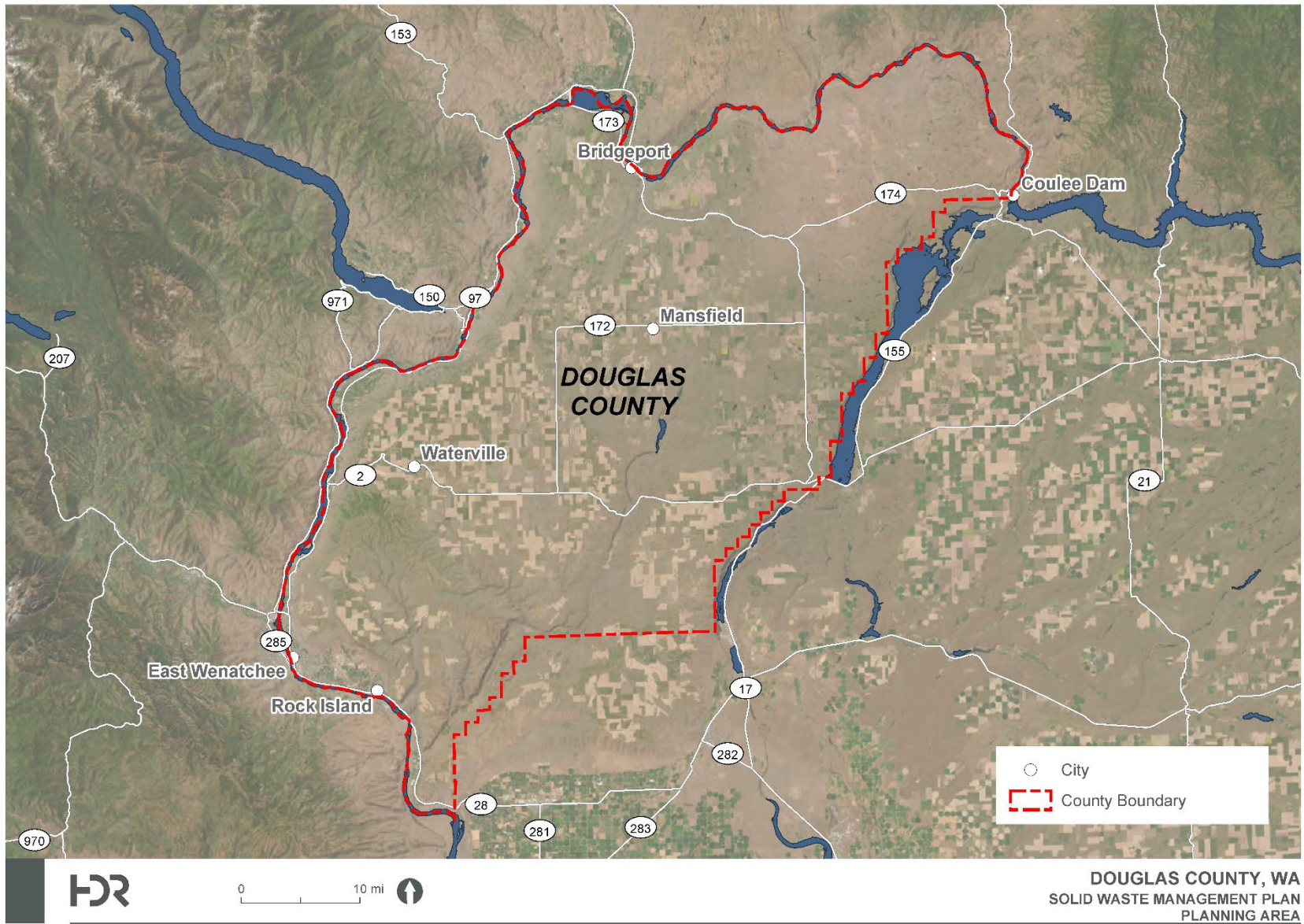


Figure 1-1. Solid Waste Management Plan Planning Area

1.6 Planning Authority

This Plan is intended to satisfy the participating jurisdictions' responsibilities for maintaining a current solid waste management plan in accordance with RCW 70A.205 and to provide a local hazardous waste management plan in accordance with RCW 70A.300.

Cities and counties share the responsibility for developing and maintaining a local solid waste management plan. RCW 70A.205 provides cities with three alternatives for satisfying their planning responsibilities:

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

The incorporated communities of Bridgeport, East Wenatchee, Mansfield, Rock Island, and Waterville signed interlocal agreements with Douglas County regarding solid waste management. The agreement authorizes Douglas County to prepare a countywide solid waste management plan that includes each of these cities and towns.

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

1.7 Plan Development Process

This Plan was developed over a period of approximately 6 months. The process began in August 2023 with the contract execution for HDR Engineering, Inc. (HDR), as the team that would assist with starting the update process. During the 6 months, technical research, analysis, and recommendations were prepared by HDR and the County staff and discussed with the Chelan-Douglas Health District (Health District), the SWAC, stakeholders, interested members of the public, and interest groups. This participatory, interactive process was undertaken in order to prepare and build support for the Plan.

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

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

1.8 Status of Previous Plans

This Plan supersedes previous solid waste management plans including the *2018 Douglas County Solid Waste and Moderate Risk Waste Management Plan (2018 Plan)* which was updated in 2021 to include the recycling *Contamination Reduction and Outreach Plan (CROP)*. The status of the 2018 Plan recommendations can be found in Appendix E.

1.9 Relationship to Other Plans

This section provides information on how this Plan is related to other state and local documents.

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

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

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

- Increase our focus on manufacturing and use phases, not just on end-of-life issues;
- Reduce toxic threats in products and industrial processes;
- Increase efficiency of recycling (including organic processing) systems and maximize effectiveness of existing solid and hazardous waste infrastructure; and
- Mitigate climate change through waste reduction, reuse, and recycling.

1.9.2 Douglas County Countywide Comprehensive Plan

The *Douglas County Countywide Comprehensive Plan* was last updated in 2021 and provides development policy framework in compliance with the Washington State Growth Management Act (GMA). The Douglas County *Countywide Comprehensive Plan* includes the following policies and goals that may affect solid waste management and were considered during development of this Plan:

- The GMA Regional Council (a group made up of one elected official from each city and town in Douglas County and the three county commissioners) decided to address the issue of siting essential public facilities in a countywide coordinated approach. The Douglas County Countywide Comprehensive Plan established

goals, policies, and siting criteria that are to be considered when siting an essential public facility. Each community then decides what process to use to apply the criteria when/if there is an application for locating an essential public facility within their jurisdiction. The comprehensive plans for Bridgeport, East Wenatchee, Rock Island, Mansfield, and Waterville refer to the Douglas County *Countywide Comprehensive Plan* as the guiding document for goals, policies, and siting criteria.

- Utility facilities with the least impact to the public health, safety, and the environment are encouraged.
- Development should take into account the timely and concurrent provision of adequate and efficient utility systems.
- Provide utilities at service levels that are appropriate for the specific land uses and areas, thereby avoiding excess capacities that may encourage growth beyond the desired densities of an area.
- Promote multi-jurisdictional cooperation between cities, Douglas County, special purpose purveyors, and other private utilities for utility planning and implementation.
- Utility planning activities should include an ongoing analysis of the overall system's physical condition.
- The cost of on-site utility improvements or site preparation for developments will be the responsibility of the development benefiting from the improvement.
- Promote the continued use, maintenance, development, and revitalization of existing utilities whenever possible.

1.10 Required Plan Elements

This Plan is intended to meet or exceed applicable requirements set by Washington State. RCW 70A.205 establishes requirements for local solid waste management plans. Local plans are required to include the following elements:

- An inventory and description of solid waste handling facilities, including any deficiencies in meeting current needs;
- The projected 20-year needs for solid waste handling facilities;
- A program for the development of solid waste handling facilities that meets applicable laws and regulations, takes into account the comprehensive land use plans of participating jurisdictions, and contains a 6-year construction and capital acquisition program and a plan for financing both capital costs and operational expenditures;
- A program for surveillance and control (to avoid or mitigate the negative impacts of improper waste handling);

- An inventory and description of solid waste collection operations and needs within each jurisdiction, including state collection certificate holders and municipal operations;
- A comprehensive waste reduction and recycling element;
- An assessment of the Plan’s impact on the costs of solid waste collection; and
- A review of potential areas that meet state criteria for land disposal facilities.

RCW 70A.300 establishes the following required elements for local hazardous waste management plans:

- A plan or program to manage MRW including an assessment of the quantities, types, generators, and fate of MRW in the jurisdiction;
- A plan or program to provide for ongoing public involvement and education, including the potential hazards to human health and the environment resulting from improper use and disposal of the waste;
- An inventory of existing generators of hazardous waste and facilities managing hazardous waste within the jurisdiction;
- A description of the public involvement process used in developing the plan; and
- A description of the eligible zone designations in accordance with RCW 70A.300.225.

1.11 Regulatory Overview

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

1.11.1 Solid Waste Handling Standards

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

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

Landfill disposal of solid waste is regulated under a separate rule, WAC 173-351, *Criteria for Municipal Solid Waste Landfills*. This rule was last revised in October 2015.

1.11.2 Hazardous Waste Management Act

In 1982, Ecology adopted rules that combined state and federal regulation of hazardous wastes. These rules, as amended several times in the ensuing years, are contained in WAC 173-303 and are the main body of regulations for hazardous wastes in this state. In 1983, the State Legislature adopted a hierarchy of hazardous waste management methods in RCW 70A.300. In descending order of priority for management, the hierarchy is waste reduction; waste recycling; physical, chemical, and biological treatment; incineration; solidification/stabilization treatment; and landfill.

Amendments to RCW 70A.300 in 1985 and 1986 defined MRW and required that local governments (counties) develop plans for the proper management of MRW. As stated in RCW 70A.300, the legislature’s intent was “to promote cooperation between state and local governments by assigning responsibilities for planning for hazardous waste to the state and planning for MRW to local government.” In 1987, the legislature appropriated funds for grants to counties to assist in their planning efforts and clarified the schedule.

The legislature enacted the Used Oil Recycling Act, RCW 70A.205, in 1991. This statute requires local governments to manage used oil in conjunction with their MRW programs and to submit annual reports to Ecology. Local governments were required to adopt used oil recycling amendments to their MRW management plans by July 1, 1993.

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

The *Dangerous Waste Regulations* (WAC 173-303) have been amended several times, with the last update completed in 2020, to address new issues and to incorporate new provisions of state and federal regulations.

1.12 Summary of Changes in Solid Waste Regulation and Policy Since 2018

Several new rules have been adopted since the previous 2018 Plan was developed. Important current and new rules and regulations for consideration in Plan development are described below (not in order of priority). Also included are other pertinent rule changes as they relate to Plan chapters.

1.12.1 Revenue-Sharing Agreements

An update to RCW 81.77.185 allows waste collection companies to retain up to 50 percent of the revenue paid to the companies for the material if the companies submit a plan to the Washington Utilities and Transportation Commission (WUTC) that is certified by the appropriate local government authority as being consistent with the local government solid waste plan and that demonstrates how the revenues will be used to increase recycling. The remaining revenue shall be passed to residential customers.

1.12.2 County Comprehensive Solid Waste Management Plan

RCW 70A.205 was updated to indicate that when updating a solid waste management plan after June 10, 2010, each local comprehensive plan must, at a minimum, consider methods that will be used to address the following:

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

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

Effective January 1, 2016, RCW 70A.205.700 requires that local governmental entities with a population of 100,000 or more residents must, as part of their contracting process, request and accept bids that include the use of construction aggregate and recycled concrete materials for each transportation, roadway, street, highway, or other transportation infrastructure project. Prior to awarding a contract for a transportation, roadway, street, highway, or other transportation infrastructure project, the local governmental entity must compare the lowest responsible bid proposing to use construction aggregate and recycled concrete materials with the lowest responsible bid not proposing to use construction aggregate and recycled concrete materials. They must award the contract to the bidder proposing to use the highest percentage of construction aggregate and recycled concrete materials if that bid is the same as, or less than, the bid from a bidder not proposing to use construction aggregate and recycled concrete materials or proposing to use a lower percentage of construction aggregate and recycled concrete materials.

1.12.4 Quarantine – Agricultural Pests

Effective January 1, 2017, the Washington State Department of Agriculture (WSDA) amended WAC 16-470 by adding MSW, yard debris, organic feedstocks, organic materials, and agricultural wastes to the list of commodities regulated under the apple maggot quarantine. Special permits are required for the following:

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

Refer to Chapter 4.0 – Solid Waste Collection for additional information regarding how these rules affect solid waste in the County.

1.12.5 Local Solid Waste Financial Assistance

In September 2017, WAC 173-312 was updated to replace the Coordinated Prevention Grant (CPG) program. The purpose of WAC 173-312 is to provide financial assistance for local programs related to hazardous waste planning and implementation, local solid waste planning and implementation, and enforcement of rules and regulations governing solid waste handling. Planning, implementation, and enforcement are designed to prevent, or minimize, environmental contamination resulting from improper management or disposal of waste. WAC 173-312 established a structure for the administration of local solid waste financial assistance.

1.12.6 Secure Drug Take-Back

Washington's Safe Medication Return program, also known as the Drug Take-Back program, was established in 2018 under RCW 69.48. This program creates a unified, statewide, medication return program to provide Washington residents free, convenient, and environmentally responsible options for disposing of unwanted medication. Drug manufacturers fund the program at no cost to taxpayers. It is operated by an approved program operator(s). The Health District oversees the establishment of the program, monitors ongoing operations, manages enforcement when compliance issues arise, and evaluates program effectiveness.

1.12.7 Sustainable Recycling

House Bill (HB) 1543, Sustainable Recycling, was signed by Governor Inslee on April 29, 2019. This act took effect July 1, 2019. This act creates a Recycling Development Center within Ecology. It requires that Ecology will work with the Washington Department of Commerce (Commerce) on recycling market research and development, and that Ecology and Commerce will appoint an advisory board and enter into an interagency agreement. The act directs Ecology to create a State recycling CROP by July 1, 2020. Local jurisdictions must create their own CROPs or adopt the state CROP by July 1, 2021. Counties with populations of fewer than 25,000 are exempt from this requirement. Local governments may use LSWFA Grants and Waste Reduction and Recycling Education Grants to support development and implementation of CROPs.

1.12.8 Food Waste

HB 1114 established a goal for the state to reduce by 50 percent the amount of food waste generated annually by 2030. It states that Ecology will work with the Washington State Departments of Agriculture and Health to develop a state wasted-food reduction and diversion plan by October 1, 2020. The bill directs Ecology to gather feedback from the public and stakeholders and stipulates that the three agencies will consider recommending changes to state law that will achieve the reduction goal and report to the State Legislature by December 1, 2020.

1.12.9 Paint Stewardship

Substitute HB (SHB) 1652 requires producers of architectural paint sold in Washington to participate in an approved paint stewardship plan. This bill prohibits a producer or retailer of paint from selling or offering for sale architectural paint unless the producer or brand of

paint is participating in a stewardship plan. A paint stewardship organization will implement this bill, with Ecology providing oversight.

1.12.10 Product Design Labeling

Engrossed SHB (ESHB) 1569 authorizes the state's attorney general and local governments to pursue false or misleading environmental claims and "greenwashing" for plastic products claiming to be "compostable" or "biodegradable" when in fact they are not. The bill also requires clear and easy-to-understand labeling on compostable products sold for use in Washington.

1.12.11 Plastic Package Stewardship

In 2019, Senate Bill 5397 was authorized, requiring the creation of data reports that could lead to legislation (in 2021) to improve the recycling system in Washington by creating a stewardship program paid for by the plastic packaging manufacturers.

1.12.12 Reducing Pollution from Plastic Bags

In 2020, ESHB 5323 was authorized, which prohibits a retail establishment from the following:

- Providing to a customer or a person at an event a single-use plastic carryout bag or a paper carryout bag or reusable carryout bag made of film plastic that does not meet recycled content requirements.
- Using or providing certain polyethylene or other non-compostable plastic bags.

In addition, the bill prohibits a city, town, county, or municipal corporation from implementing a local carryout bag ordinance.

The bill also:

- Authorizes a retail establishment to provide a reusable carryout bag or a recycled content paper carryout bag of any size to a customer at the point of sale.
- Requires a retail establishment to collect a pass-through charge of not less than 10 cents for every recycled content paper carryout bag or reusable carryout bag made of film plastic it provides.

1.12.13 Organics Management Law

In 2022, Washington's Legislature passed House Bill 1799 (HB 1799) requiring diversion of organic materials away from landfill disposal and towards food rescue programs and organics management facilities. Each city or county with a population greater than 25,000 must develop a compost procurement ordinance, and new or updated comprehensive plans and comprehensive solid waste management plans must include identification of possible locations for organic materials management facilities.

This new organics management law requires state and local governments, businesses, and other organizations to reduce the amount of organic materials disposed of in landfills and increase the demand for processed organic materials such as compost. The legislation also calls for an increase in edible food recovery and amends many laws affecting organics management.



The law states that by January 1, 2023, cities and counties must adopt compost procurement ordinances. This section applies to a city or county with a population greater than 25,000 (which includes Clallam County as well as City of Port Angeles), as measured by Washington's Office of Financial Management, and to each city or county in which organic material collection services are provided under RCW 70A.205.

Beginning December 31, 2024, jurisdictions must report to Ecology the total tons of organic matter they diverted from the landfill, including the amount of compost purchased from specific sources.

After July 1, 2024, new and updated local comprehensive solid waste management plans must address the new requirement to provide organic materials collection and management to residential and nonresidential customers. This includes identifying priority areas to locate new organic management facilities.

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CHAPTER 2.0 WASTE STREAM

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2.0 Waste Stream

This chapter provides information on population, waste generation, and future waste quantities.

2.1 Introduction

The data in this chapter is used in various ways in this Plan, such as assessing the need for or determining the impact of a proposed new program.

2.2 Waste Stream and Population Projections

This section presents information regarding past, present, and future projections as they relate to waste generated in the County.

2.2.1 Population and Waste Generation Rates

POPULATION

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

Table 2-1 provides past, current, and future estimates of the County population. The table uses population figures produced by the Washington State Office of Financial Management (OFM), which are based on U.S. Census 2020 results and adjustments made through 2022. For future population projections, the OFM produces three different sets of forecasts for population growth: a low, a medium, and a high series. The medium series figures are used in this Plan.

Table 2-1. Douglas County Population Estimates						
Area	2010 ¹	2022 ¹	2025 ²	2030 ²	2040 ²	2045 ²
Douglas County, Total	38,240	43,800	45,340	47,750	52,260	54,390
Unincorporated Areas	20,400	24,590	25,390	26,740	29,270	30,460
Incorporated Areas	17,840	19,210	19,950	21,010	22,990	23,930
Cities and Towns						
Bridgeport	2,400	2,135	2,190	2,310	2,530	2,640
East Wenatchee	13,190	14,180	14,830	15,640	17,140	17,840
Mansfield	320	330	330	330	330	330
Rock Island	790	1,425	1,400	1,470	1,610	1,680
Waterville	1,140	1,140	1,200	1,260	1,380	1,440

¹Data for these years are from the Office of Financial Management's "April 1, 2021 Population of Cities, Towns, and Counties, 2010-2021," <http://www.ofm.wa.gov/pop/april1/default.asp>. (OFM 2021). Population adjusted for Coulee Dam deduction.

²Total population data for the years 2025 through 2045 is from the OFM's "Projections of the Total Resident Population for the Growth Management Act (GMA), Medium Series: 2010 to 2045 by five year intervals," <https://www.ofm.wa.gov/washington-data-research/population-demographics/population-forecasts-and-projections/growth-management-act-county-projections>. Population figures by area and city for the years 2025 through 2040 assume the same breakdown as for 2022. Population adjusted for Coulee Dam deduction.

According to the OFM April 2023 *Population Changes and Rank Report*, the County is the twenty-fifth most populated county in Washington State and incurred a 12.7 percent growth in population from April 2010 to April 2023.

WASTE GENERATION RATES

Washington State (WAC 173-350-100) defines solid waste as:

All putrescible and non-putrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

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

Table 2-2 shows the 2018 solid waste disposed of in the County or taken to other facilities. The table also presents the amount of materials recycled or diverted through various drop-off and collection programs in the County as well as the amounts of C&D debris and other special wastes disposed of in the County or taken to other facilities in 2018. These materials are accounted for in developing a waste generation rate because tonnages may shift from one facility to another in the future due to new programs, changes in rates, or other factors. The most current year that Ecology has tonnages available for both disposal and recycling is 2018.

Table 2-2. Current Waste Generation Rate (2018)	
Facility and Waste Stream	Annual Amount
MSW Disposed Tonnage at Greater Wenatchee Regional Landfill	50,326 tons
MSW Disposed Tonnage at Okanogan Central Landfill	2,127 tons
Materials Tonnage Diverted to Other Landfills/Facilities	1,329 tons
Total MSW Tonnage Disposed	53,782 tons
Recycling Tonnages	12,703 tons
Total Materials Tonnage Recycled/Diverted	12,703 tons
Grand Total Tonnage, All Solid Waste	66,485 tons
Population (2018 Estimate) ¹	40,580 persons
Waste Generation Rate (per person per year)	3,276 pounds
Waste Generation Rate (per person per day)	8.98 pounds

Notes: MSW and recycling tonnages are 2018 figures from Ecology records.

¹2018 Population estimate from OFM GMA Projections – Medium Series.

In Table 2-3, waste quantities have been projected using the most current (2018) available per capita generation rate multiplied by population forecasts for the County.



The current generation rate was calculated by combining the tons disposed of in 2018 with the tons recycled, diverted, or sent to special landfills in 2018 and then dividing by the 2018 population. By applying the current per capita rate to future years, the projected figures for 2025 through 2045 assume no change in waste generation or disposal practices or in percentage of material recycled and reduced. This approach also assumes no change in the amount of waste migrating to out-of-county facilities and other factors (such as the ratio of annual tourists and migrant workers to the general county population).

Table 2-3. Projected Waste Quantities					
Year	Total Population ¹	Waste Generated TPY ²	Waste Generation Rate	Amount Recycled/Diverted TPY ³	MSW Disposed TPY ³
Actual Amounts					
2018	40,580	66,485	8.98	12,703 (19%)	53,782 (81%)
Projected Amounts					
2025	45,340	74,305	8.98	14,118	60,187
2030	47,750	78,255	8.98	14,868	63,387
2040	52,260	85,646	8.98	16,273	69,373
2045	54,390	89,137	8.98	16,936	72,201

¹ Figures, except for the year, population, and generation rate, are shown as tons per year (TPY). The waste generation rate is shown as pounds per person per day. Population figures are from Table 2-1.

² Projected waste generation figures for 2025 through 2045 are based on the estimated waste generation rate for 2018 (8.98 pounds per person per day) and population forecasts.

³ The projected amounts of recycling, other diversion, disposed MSW, and other wastes assume the same percentage of the total waste generated as in Table 2-2.

Additional information on quantities of MSW handled through County facilities can be found in Chapter 5.0 – Waste Transfer and Disposal.

2.2.2 Recycling Data

The most recent recycling survey conducted by Ecology suggests that 19 percent of the County’s MSW was recycled, diverted, or composted (see Table 2-4). This figure is generally called a *recycling* rate, although it sometimes includes composting and some reuse as well. For comparison purposes, Ecology reports that the state recycling rate for the same time period is 47.7 percent.

Ecology also defines a diversion rate, which includes several additional materials shown in Table 2-4 that are not included in the stricter recycling rate. These diverted materials include specific materials such as agricultural organics and tires, which are still being put to a beneficial use but do not count as recycling as defined by Washington State. Diverted materials also include special wastes sent to other facilities.

Table 2-4. Recycled and Diverted Materials (2018)			
Materials	Annual Tons	% of Total Tons of MSW Disposed	% of Total Tons Generated
Recycled Materials			
Asphalt & Concrete	1,482.40	3%	2%
Construction & Demolition Debris	0.20	<1%	<1%
Aluminum Cans	19.88	<1%	<1%
Appliances/White Goods	1,608.28	3%	2%
Other Ferrous Metals	4,164.49	8%	6%
Other Nonferrous Metal	3,417.67	6%	5%
Steel Cans	2.67	<1%	<1%
Antifreeze	30.31	<1%	<1%
Auto Lead Acid Batteries	107.92	<1%	<1%
Electronics	3.47	<1%	<1%
Household Batteries	0.00	<1%	<1%
Light Bulbs	0.07	<1%	<1%
Oil Filters	8.83	<1%	<1%
Other Batteries	0.02	<1%	<1%
Used Motor Oil	392.27	<1%	<1%
Food Processing Waste	0.00	<1%	<1%
Meats, Fats & Oils	87.24	<1%	<1%
Other Organics	0.00	<1%	<1%
Yard Debris	42.64	<1%	<1%
Miscellaneous	0.57	<1%	<1%
Textiles	0.00	<1%	<1%
Tires	13.00	<1%	<1%
Cardboard	1,233.76	2%	2%
High-Grade Paper	0.00	<1%	<1%
Mixed Paper	74.62	<1%	<1%
Newspaper	0.00	<1%	<1%
HDPE Plastics	8.62	<1%	<1%
LDPE Plastics	0.00	<1%	<1%
PET Plastics	4.64	<1%	<1%
Other Recyclable Plastics	0.00	<1%	<1%
Tons Recycled/Composted/Diverted	12,703.57	-	-
Tons Diverted or Recycled/Composted	12,703	-	-
Tons Disposed	53,782	-	-
Total Tons Generated	66,485	-	-
Overall Diversion Rate	19%	-	-

Notes: Data for recycled and diverted materials, and for the amount of “other wastes,” is from the 2018 annual survey conducted by Ecology. HDPE = high-density polyethylene; LDPE = low-density polyethylene; PET = polyethylene terephthalate.

2.2.3 Composition of Disposed Municipal Solid Waste

In 2015–2016, Washington conducted a waste composition study for the entire state. In 2021, they conducted another waste composition study; however, due to the impact of COVID-19 on the data gathered, the 2015–2016 report is utilized for the purpose of this Plan. Figure 2-1 presents an overview of the 2015–2016 Central Washington Region State Waste Composition Study by material type disposed of and percentage of the waste stream.

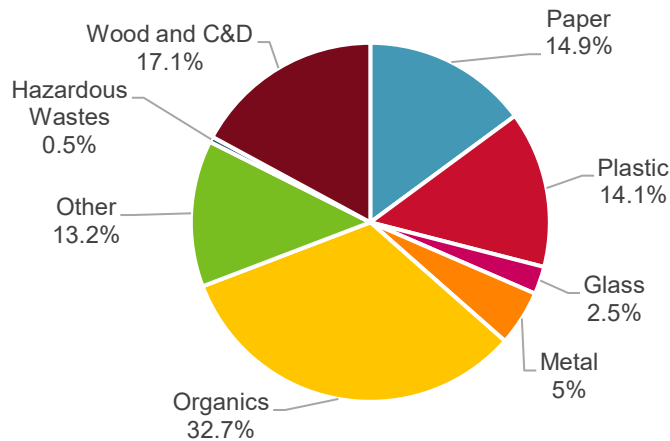


Figure 2-1. 2015–2016 Central Washington Region Waste Composition Study

Waste composition can be expected to change in the future due to changes in consumption patterns, packaging, disposal habits, tourism, and other factors. These changes are difficult to predict in the long term. Furthermore, implementation of this Plan may affect waste composition in the County by changing purchasing and disposal habits. Utilizing the compositional analysis derived from 2015–2016 Central Washington Region Waste Composition Study, Table 2-5 illustrates the composition of the total measured County 2018 waste stream.

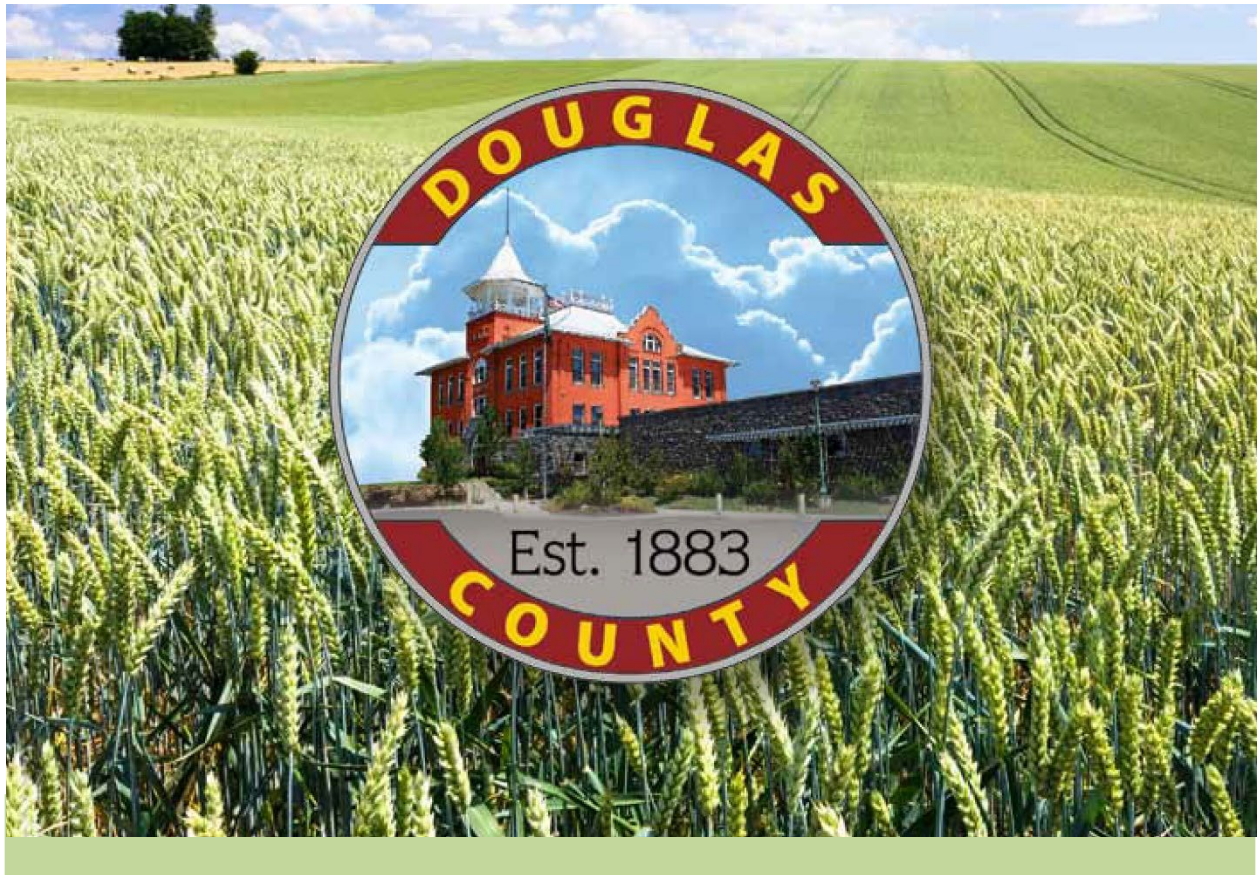
Materials	Waste Stream	
	Percent by Weight	Tons of Material
Paper	14.9%	8,014
Cardboard	3.9%	2,097
Newspaper	0.6%	323
Mixed Paper	2.9%	1,560
Compostable Paper	3.4%	1,829
Non-Recoverable Paper	1.4%	753
Magazines	0.3%	161
Other Groundwood Paper	0.4%	215
High-Grade Paper	2.0%	1,076

Table 2-5. Douglas County Waste Stream Composition (2018)		
Materials	Waste Stream	
	Percent by Weight	Tons of Material
Plastic	14.1%	7,583
PET	2.5%	1,344
HDPE Bottles/Jars/Tubs	1.5%	807
Other Plastic	2.4%	1,291
Recyclable Film	4.0%	2,151
Plastic Bags	1.5%	807
Bulky Rigid Plastic Products	1.1%	592
Expanded Polystyrene	0.7%	376
Polypropylene Plastic	0.4%	215
Glass	2.5%	1,345
Clear Containers	1.2%	646
Brown Containers	0.6%	323
Green Containers	0.4%	215
Other Glass	0.3%	161
Metals	5.0%	2,689
Aluminum Cans	0.5%	269
Aluminum Foil/Containers	0.1%	54
Other Metal	0.2%	108
Tin Cans	0.8%	430
Other Ferrous Metal	2.0%	1,075
Other Non-Ferrous Metal	0.1%	54
Non-Recyclable Metal	1.3%	699
Organics	32.7%	17,586
Food Waste	19.7%	10,595
Yard Debris	10.9%	5,862
Animal Manure	1.7%	914
Other Organics	0.4%	215
Other Materials	13.2%	7,099
Electronics	0.8%	430
Textiles	3.0%	1,613
Furniture	2.0%	1,076
Tires & Rubber	1.0%	538
Disposable Diapers	3.2%	1,721
Residues (Ash, Dust, Fines, Sludge)	3.2%	1,721



Table 2-5. Douglas County Waste Stream Composition (2018)		
Materials	Waste Stream	
	Percent by Weight	Tons of Material
Hazardous Waste	0.5%	269
Paint/Primer/Sealer/Solvent	0.1%	53
Other Hazardous/Special Wastes	0.4%	215
Construction Materials	17.1%	9,197
Painted Wood	2.1%	1,129
Dimensional Lumber	2.8%	1,507
Other Wood	5.2%	2,797
Insulation/Concrete/Drywall/Carpet	3.9%	2,097
Ceramics/Brick/Soil/Rocks/Sand	0.8%	430
Other Construction Materials	2.3%	1,237
Total 2018 Tons Disposed (in tons)		53,782

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**CHAPTER 3.0 WASTE REDUCTION,
RECYCLING, EDUCATION AND
OUTREACH, AND CROP**

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3.0 Waste Reduction, Recycling, Education and Outreach, and CROP

This chapter discusses existing waste reduction, reuse, and recycling programs and the CROP; identifies relevant planning issues to meet local and state goals; and develops and evaluates alternative strategies.

3.1 Background

This section provides information on the regulations and authorities that govern waste reduction, recycling, and climate change programs and issues.

3.1.1 Waste Reduction and Recycling

This chapter provides an update of the County's methods to divert waste away from landfill disposal and to comply with Washington State requirements and the EPA Waste Hierarchy in Figure 3-1 regarding waste reduction and recycling opportunities and programs. The state's requirements are based on the "Waste Not Washington Act" (ESHB 1671), which declared that waste reduction and recycling must become a fundamental strategy for solid waste management in Washington State. This law is reflected in various sections of the Revised Code of Washington and Washington Administrative Code. RCW 70A.205 includes the following goals (among others) and requires that solid waste management plans demonstrate how these goals will be met:



Figure 3-1. EPA Waste Hierarchy

- Washington State is to achieve a statewide recycling rate of 50 percent. Ecology conducts waste composition studies and recycling surveys on an annual basis to track achievement of waste reduction and recycling goals.
- Source separation of waste (at a minimum, separation into recyclable and non-recyclable fractions) must be a fundamental strategy of solid waste management.
- Steps should be taken to make recycling at least as affordable and convenient to the ratepayer as disposal of mixed solid waste.

Other applicable state requirements are as follows:

- Establish programs for the collection of source-separated materials from residences in urban and rural areas. In rural areas, these programs shall include, but not be limited to, drop-off boxes, buy-back centers, or a combination of both, at each solid waste transfer, processing, or disposal site, or at locations

convenient to the residents. The drop-off boxes and buy-back centers may be owned or operated by the public, a nonprofit organization, or a private company or person.

- Establish programs to educate and promote concepts of waste reduction and recycling.
- Develop clear criteria for designating areas as either urban or rural for the purpose of providing solid waste and recycling services (RCW 70A.205.050).
- Monitor the collection of source-separated waste from non-residential sources when there is sufficient density to economically sustain a commercial collection program. Planning guidelines can include criteria such as anticipated recovery rates and levels of public participation, availability of environmentally sound disposal capacity, access to markets for recyclable materials, unreasonable cost impacts on the ratepayer, utilization of environmentally sound waste reduction and recycling technologies, and other factors as appropriate (RCW 70A.205.045).

RCW 70A.205.050 also requires that counties develop clear criteria for designating areas as urban or rural for the purpose of providing solid waste and recycling services. RCW 70A.205.045 requires recyclables to be collected from homes and apartments in urban areas (with some exceptions), whereas drop-off centers and other methods can be used in rural areas.

RCW 70A.205 requires a monitoring program for collection of source-separated waste from non-residential sources when there is sufficient density to economically sustain a commercial collection program. Douglas County achieves this by working cooperatively with Ecology and using the data Ecology collects through the annual Washington State Recycling Survey.

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

3.1.2 CROP

HB 1543, Sustainable Recycling, was signed on April 29, 2019, and took effect July 1, 2019. The act required Ecology to create a state recycling CROP by July 1, 2020, with local jurisdictions required to either create their own CROP or adopt the state CROP by July 1, 2021. The County has chosen to create their own CROP as part of this Plan. See Section 3.2.13 for additional information.

RCW 70A.205.045 stipulates the requirements to be included in a CROP as follows:

- A list of actions for reduction of contamination in recycling programs for single-family and multi-family residences, commercial locations, and drop boxes.
- A list of key contaminants identified by the jurisdiction or Ecology.
- A discussion of problem contaminants and the contaminants' impacts on the collection system.
- An analysis of the costs and other impacts associated with contaminants to the recycling system.
- An implementation schedule and details of how outreach is to be conducted, which may include sharing community-wide messaging through newsletters, articles, mailers, social media, websites, or community events; informing recycling drop-box customers about contamination; and improving signage.

3.1.3 Local Regulations and Guidelines

The cities and towns of Bridgeport, East Wenatchee, Rock Island, Mansfield, and Waterville have adopted local ordinances that establish minimum service levels for the collection of designated recyclables through source-separation recycling programs and have designated urban boundary areas in which the minimum level of service is to be provided.

The County adopted Ordinance Number 04-07, which established a minimum level of service for the collection of designated recyclables through source separation recycling programs, designated the rural boundaries for the County in which the minimum service level is provided and establishes a voluntary, weekly curbside collection option for residents. Residents wishing to take this optional weekly collection service must pay an additional collection service fee to their appropriate certified hauler. The minimum service level ordinance can be found in Appendix D.

3.1.4 Climate Action

In 2020, the County completed the revision to the Douglas County Multi-Jurisdictional Hazard Mitigation Plan with the goal to promote sound public policy and support other local, regional, and state planning efforts that have the effects of protecting citizens, critical facilities, infrastructure, private property, and the natural environment. The development of this plan revision provides for increasing public awareness and education, collaborating with other planning organizations and governments engaged in planning efforts, and serving as a reference and resource for the public, various governments, and other entities. Additional information on this plan can be found at:

<https://www.douglascountywa.net/DocumentCenter/View/6807/Douglas-County-Hazard-Mitigation-Plan>

3.2 Existing Program Elements

The following sections provide background information regarding waste reduction, recycling, and education and outreach and discuss the County's existing programs.

3.2.1 Recycling Services

The County and cities and towns provide numerous drop-off recycling sites throughout the County, as detailed in Table 3-1.

Recycling Facility and Location	Type	Hours of Operation	Cardboard/ Paper	Plastic	Metal	Other Recyclables
Pangborn Memorial Airport (Gen. Aviation Entrance) East Wenatchee ¹	Drop box	24 hours	X	X	X	-
Baker Flats Industrial Area NE Cascade Avenue East Wenatchee ¹	Drop box	24 hours	X	X	X	-
Sun Cove Orondo ¹	Drop box	24 hours	X	X	X	-
Orondo School Road Orondo ¹	Drop box	24 hours	X	X	X	-
Railroad Avenue Mansfield ¹	Drop box	24 hours	X	X	X	-
Palisades Grange Hall Palisades ¹	Drop box	24 hours	X	X	X	-
Zacker Processing Center East Wenatchee ¹	Drop-off	Call for hours (509) 886-0899	-	-	-	Paint, tires
City of Bridgeport Community Recycling Center https://www.douglascountywa.net/DocumentCenter/View/6901/Bridgeport_Flyer	Drop-off	Call for hours (509) 686-4041	X	X	X	See website for additional information
Town of Rock Island Community Recycling Center https://www.rockislandwa.gov/publicworks/page/recycling-center	Drop-off	Call for hours (509) 745-8871	X	X	X	See website for additional information
Town of Waterville Community Recycling Center https://www.watervillewa.com/publicworks/page/recycle-center	Drop-off	Call for hours (509) 884-1261	X	X	X	See website for additional information

¹Additional information on the County Recycling Sites can be found on their website at <https://www.douglascountywa.net/595/Recycling-Trailers-Drop-Off-Locations>

3.2.2 Waste Reduction and Reuse

Waste reduction is the highest priority for solid waste management according to RCW 70A.205 and is preferred over recycling and composting because the social, environmental, and economic costs of avoiding the creation of waste are typically lower.

Waste collection fees can be used to encourage waste reduction (and recycling) through existing “pay as you throw” rates in which single-family households are charged



according to the amount of garbage they discard. Avid recyclers or households that minimize waste can also choose a smaller cart, instead of the 95/96-gallon cart, for a reduced collection cost where available in the County, including the cities and towns of Bridgeport, East Wenatchee, Mansfield, Rock Island, and Waterville (refer to Chapter 4.0 – Solid Waste Collection for additional information). Businesses and multifamily properties are generally charged according to the amount of garbage disposed of and frequency of collection.

Other opportunities for reuse and waste reduction that are available in the County include a non-profit Habitat for Humanity of the Greater Wenatchee Area reuse store for building materials and organizations such as the Salvation Army and Goodwill Industries of the Northwest that accept gently used clothes, furniture, and home goods. The County also has numerous local thrift and donation stores for reuse of clothing and household goods.

3.2.3 Public Education

Public education and outreach programs supporting waste reduction, recycling, and organics management activities have been ongoing in the County. Local governments and waste collection companies have developed programs on a variety of topics. Education efforts are described below.

DOUGLAS COUNTY

The County provides information on its website and its Facebook page about the locations of drop-off and buy-back sites for recyclables, as well as ways to reduce and reuse materials, the proper disposal of household hazardous waste, the Washington E-Cycle Program, and disposal of medical waste. The County's website has information and links regarding recycling events and options:

<https://www.douglascountywa.net/436/Solid-Waste>

CITIES AND TOWNS

The City of East Wenatchee maintains a website with links to the City's existing curbside collection and recycling programs as follows:

<https://www.eastwenatcheewa.gov/338/Recycling-Solid-Waste>

<https://wmnorthwest.com/eastwenatchee/>

Information on recycling and curbside collection services for Bridgeport, Rock Island, and Waterville can be found at the various cities and towns websites included in Table 3-1.

3.2.4 Designation of Recyclable Materials

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

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

Table 3-2. List of Designated Recyclable Materials	
Priority Level	Material
<p>Routine Collection: Materials feasible to be collected by curbside collection and drop-off programs throughout Douglas County.</p>	<ul style="list-style-type: none"> • Aluminum • Cardboard • High-Grade Paper • Mixed Paper • Newspaper • Vehicle Batteries • Ferrous Metals • Non-ferrous Metals • PET #1 • HDPE #2 • Residential Sharps
<p>Limited Collection: Materials that can be recycled but have collection or marketing limitations in Douglas County.</p>	<ul style="list-style-type: none"> • Electronics covered by E-Cycle Washington • Mercury-Containing Lights covered by LightRecycle Washington • Latex Paint • Textiles • Organics • Wood Waste • Cell Phones • Tires
<p>Potentially Recyclable: Hard-to-recycle materials that could be recycled if markets are available.</p>	<ul style="list-style-type: none"> • Plastic Film • Poly-Coated Paper • Food Waste • Glass • Motor Oil • Ink Cartridges • Antifreeze

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

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

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

3.2.5 Urban and Rural Area Residential Recycling

RCW 70A.205 requires counties to develop clear criteria for designating areas as urban or rural for the purpose of providing solid waste and recycling services. RCW 70A.205 requires recyclables to be collected from homes and apartments in urban areas (with some exceptions), whereas drop-off centers and other methods can be used in rural areas. According to the Washington State OFM, a “rural county” is defined as “...a county with a population density less than 100 persons per square mile.”

Currently, curbside residential recycling service is provided in the City of East Wenatchee and the Town of Rock Island and in the urban growth area surrounding these jurisdictions. The cities and towns of Bridgeport, Mansfield, and Waterville and the unincorporated areas of the County are serviced by residential recycling drop boxes. Recycling drop-box locations can be found in Table 3-1.



Figure 3-2. County Recycling Drop Boxes

3.2.6 Commercial Recycling

Commercial-sector recycling is available in the County and is provided by collection companies operating within each city and town and the unincorporated areas.

3.2.7 Public Event Recycling

RCW 70A.200.100 requires public event recycling in communities where there is an established curbside service and where recycling service is available to businesses. Established curbside service is currently provided in East Wenatchee, Rock Island and the urban growth areas surrounding these municipalities. A recycling program must be provided at every official gathering and at every sports facility by vendors who sell beverages in single-use aluminum, glass, or plastic bottles or cans. A recycling program includes provision of receptacles or reverse vending machines, and provisions to transport and recycle the collected materials. Facility managers or event coordinators may choose to work with vendors to coordinate the recycling program. The recycling receptacles or reverse vending machines must be clearly marked and must be provided for the aluminum, glass, or plastic bottles or cans that contain the beverages sold by the vendor.

Public event recycling is provided by the solid waste collection companies operating within the County.

3.2.8 Incentives for Recycling

As previously discussed in Section 3.2.1, recycling bins are located at multiple locations throughout the County as an incentive and opportunity to recycle. Additional recycling opportunities can enable residents and businesses to reduce their garbage service volumes and lower their garbage collection fees in cities with “pay-as-you-throw” price models. Additionally, residents and businesses that subscribe to recycling collection services may be able to reduce their garbage service to smaller carts and lower their costs for garbage service.

3.2.9 Monitoring and Evaluation

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

3.2.10 Processing Facilities

The private sector handles the processing of the materials collected for recycling in the following ways:

- Recyclables collected at the curb and drop-box sites by Waste Management (WM) are currently transported to an out-of-County facility for processing and marketing (Waste Management SMaRT Recycling Center in Spokane).
- Recyclables collected through the rural drop-off recycling program are processed and marketed through the County-owned and -operated Zacker Processing and Recycling Center (see Figure 3-3).

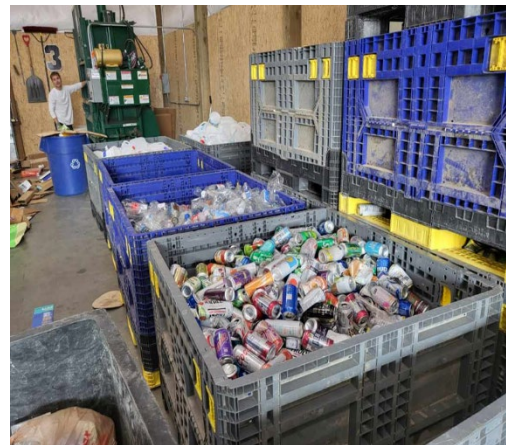


Figure 3-3. Zacker Processing and Recycling Center

3.2.11 Markets

Washington State regulations (RCW 70A.205.045) require “a description of markets for recyclables,” which is provided below. This description is intended to be only a brief report of current conditions, and it should be noted that market conditions for recyclables can change drastically and rapidly.

3.2.12 Market Overview

In July 2017, China's government announced that it would ban 24 recyclables, including “unsorted mixed paper” and “mixed plastics,” starting in 2018. This ban originates from China's “National Sword” campaign to crack down on smuggling and contaminated scrap imports. China then applied a strict new contamination standard for other recyclables. Starting in March 2018, scrap materials imported into China may not exceed 0.5 percent contamination. This is below typical processing standards of 3–5 percent at Washington recycling facilities, and it risks excluding domestic recyclables from sale in China.

With a few exceptions, China has frozen the approval of scrap paper import permits. As a result, most scrap paper companies cannot import any scrap paper into China, causing a total suspension of imports since September 2017. This has created market uncertainty, even for materials not covered by the restrictions.

In 2018, China's government implemented new restrictions on what recyclables may be imported into the country, significantly impacting Washington's recycling programs. China had been a major buyer of Washington's recyclables. China no longer allows the importation of low-grade plastics and unsorted paper. The regulations aim to increase the quality of recyclables entering China by requiring a low amount of contamination in the recyclables it imports.

The import ban is creating a major disruption in Washington and throughout the region. Material recovery facilities in Washington, which receive mixed recyclables and sort them for resale to commodities brokers, have been slowing down their processing of

recyclable materials in an attempt to reduce contamination. This slowdown has reduced the amount of material that can be processed. The amount of material collected in Washington currently exceeds the processing capacity at these slower processing rates. In the short term, some materials may not be able to be processed, and recyclable materials may need to be disposed of as MSW.

An important factor for marketing of recyclable materials collected in the County is the cost of transporting them to end-markets, some of which are outside of Washington State. The low market value of many recyclable materials limits the number of materials that can be cost-effectively moved to markets. Primary markets for specific materials and comments on factors that affect them are shown in Table 3-3.

As the markets continue to change, new facilities are being proposed locally to handle commodities. Norpac, which is located in Longview, Washington, has pledged to bring in an additional 400,000 tons per year of recycled paper as it shifts one-third of its production capacity into packaging production. This expansion, when complete, is predicted to have the ability to consume available mixed paper grades in Washington, Oregon, and Idaho.

Markets for recyclables are volatile and affect commodities that are able to be collected and processed for recycling. Primary markets for specific materials and comments on factors that affect them as of November 2023 are presented in Table 3-3. Ecology also provides recycling market data that is updated every two months and available at the following link:

[Recycling & Solid Waste Data | Powered by Box](#)

Table 3-3. Markets for Recyclable Materials (as of November 2023)		
Material	Primary Market(s)	Comments
Paper		
Cardboard	Regional paper markets, paper mills, and export	The markets for cardboard (used in packaging) have recently been improving and may be stabilizing.
Mixed Paper and Newspaper	Regional paper markets, paper mills, and export	The markets are fluctuating due to supply and demand from overseas markets and processors and are primarily low at this time.
Plastics		
Bottles #1 through #7	Regional markets in Western Washington and Oregon, and export	The markets for PET and HDPE bottles are currently weak to non-existent (#1 and #2) and even weaker for bottles #3 through #7.
Other Plastics	Primarily export	Markets are volatile and sometimes unreliable.
Metals		
Aluminum	Regional markets in Western Washington and Oregon; can manufacturing in St. Louis	Aluminum prices were weak in 2023.

Material	Primary Market(s)	Comments
Tin Cans, Appliances, and Ferrous and Non-ferrous Scrap	Regional markets in Western Washington and Oregon	Steel has fluctuated heavily, and the market is currently weak.
Glass		
Clear Glass	Regional markets in Western Washington and Oregon	Prices are poor for clear glass.
Brown and Green Glass	Regional markets in Western Washington and Oregon	Prices for brown and green glass are low or negative (i.e., the glass is recycled for a charge).

3.2.13 Recycling Characterization and Contamination Reduction and Outreach Plan (CROP)

In 2021, the County completed a recycling characterization study as part of the CROP. As part of the recycling characterization study, 1,107 pounds of materials were sorted that included approximately 299 pounds from the Douglas Plateau curbside collection route and 808 pounds from the Rock Island Road recycling trailer site. Table 3-4 provides the results of the recycling characterization study.

Materials	Location		Totals	
	Rock Island Road Trailer Site	Douglas Plateau Residential Curbside Recycling	Pounds	Percentage
Paper				
Cardboard	489	104	593	53%
Mixed Paper	173	58	231	21%
Total Paper	662	162	824	74%
Plastic				
Plastic #1 (PET)	54	19	73	7%
Plastic #2 (HDPE)	21	14	35	3%
Total Plastic	75	33	108	10%
Metals				
Aluminum Cans	15	10	25	2%
Tin Cans	33	7	40	4%

Table 3-4. Douglas County 2021 Recycling Characterization (in Pounds)				
Materials	Location		Totals	
	Rock Island Road Trailer Site	Douglas Plateau Residential Curbside Recycling	Pounds	Percentage
Total Metals	48	17	65	6%
Glass				
Glass ¹	0	23	23	2%
Total Glass	0	23	23	2%
Contaminants				
Contaminants – Non-Program Plastics, Metal Chair, Stereo Speaker, Tanglers, Garbage	23	64	87	8%
Total Contaminants	23	64	87	8%
Total Materials Sorted	808	299	1,107	100%

¹Glass is included only in the residential curbside collection program and represents 8% by weight.

The following is the initial list of key contaminants to be addressed, based on the 2021 recycling characterization study as required by RCW 70A.205.045:

- Plastic bags, film, and clamshells
- Non-program plastics
- Food and liquids
- Hose, wire, and rope
- Textiles and toys

Additional contaminants also to be addressed include:

- Hazardous materials
- Hypodermic needles

Contamination in recyclables is best addressed through a variety of means and actions, to include:

- Visual inspections of self-haul loads of recyclables delivered to the drop-box locations and advising customers of proper segregation techniques.
- Visual inspections of curbside recyclables collected, with customers advised of proper segregation techniques.
- Updated signage at the drop-box locations to advise system users on contamination in commodities and acceptable recyclable materials.
- Cooperation between the County, cities, and waste collection companies to implement a coordinated County-wide messaging campaign.
- Implementation of a coordinated County-wide messaging campaign, in English and Spanish.
- Additional recycling characterization sampling conducted on an as-needed basis to set benchmarks for program and messaging success.

Costs for contaminants in the recycling system are currently covered through curbside fees for collection assessed to users, commodity pricing for recyclables, and tipping fees charged at the disposal facilities. Implementation costs for the CROP are discussed in Chapter 11.0 – Implementation Plan.

3.3 Status of Previous Recommendations

The status of the recommendations made in the 2018 Plan can be found in Appendix E.

3.4 Alternatives and Evaluations

Existing service gaps and other issues connected to waste reduction, recycling, contamination reduction, and climate change are evaluated below.

3.4.1 Expand and Refresh Educational Materials

Education and outreach initiatives have greater impact if messaging is consistent throughout the County. To achieve this, County staff can coordinate between departments and with cities and towns and waste collection companies to expand and refresh their messaging on waste prevention, recycling, contamination reduction, private recycling options, and extended producer responsibility options. Options could include:

- Setting similar priorities for education objectives in terms of material and content.
- Maintaining consistency in labeling, use of picture-based icons, color coding, and—when applicable—translations for bin decals and signage.
- Communicating across agencies (e.g., with the Health District) to jointly work on overlapping objectives (e.g., moderate risk waste).

County staff can also review and selectively refresh their library of existing materials or create new materials to reflect priority recycling and composting topics; objectives around waste reduction; recycling contamination reduction; and key littering, illegal dumping, and moderate risk waste issues. Building on materials and resources—such as open-source photos for recyclables—from other jurisdictions and organizations can be

cost-effective. For example, Ecology offers a Recycle Right toolkit, and The Recycling Partnership offers free images for signage.

Messaging materials can be tailored to specific generator types with relevant resources according to the specific challenges presented to the group (such as food waste prevention, proper MRW management, organics recycling options, illegal dumping prevention, and reducing contamination in recyclables).

UPDATE AND EXPAND ON DIGITAL EDUCATION THROUGH WEBSITES, SOCIAL MEDIA, AND NEWSLETTERS

County staff's efforts to reach younger or more digitally inclined groups can include updating existing digital materials and expanding on digital education campaigns through social media, the County website, and email newsletter subscriptions. At a minimum, the County should refresh its website to remove outdated information, add updated information, make it more visual, and make it easier for different types of users (e.g., single-family residents, multifamily tenants, multifamily property managers, businesses, and self-haulers) to find all the information related to them.

Social media campaigns are a low-cost supplement to other education and outreach efforts and can build on free resources provided by organizations such as the social media toolkit from The Recycling Partnership. This toolkit provides a schedule for various content, including text and images to align with seasons and holidays, throughout the year. Social media campaigns also offer flexibility in topics that can be covered, including promoting upcoming events and addressing seasonal or emerging issues (such as backyard composting in spring or collection schedule changes during weather events).

An important consideration when using social media, newsletters, or blogs is that individual posts and articles about a small subset of products can lead to an overload of unorganized information. If adopted, these digital methods should direct users to resources on the County website, so they should be organized and easy to find by residents and businesses later.

3.4.2 Conduct New Waste Prevention Campaigns

County staff could conduct additional waste prevention campaigns on materials such as clothing and reusable cups and food containers.

Clothing waste prevention campaigns can address purchasing (buying less, second-hand, and/or higher quality clothing) as well as caring for and repairing clothing to extend its lifespan. A campaign could also include organizing repair events for clothing as well as other household products. To develop this campaign, County staff could build on resources from King County, Washington, and the Oregon Department of Environmental Quality.

Many coffee shops allow customers to bring their own cups, and Washington's Department of Health is in the process of adopting new provisions allowing customers to bring their own refillable containers to certain businesses for bulk items. A campaign by County staff could include promotions on social media and at participating businesses on allowing customers to bring their own containers.

3.4.3 Promote Existing Reuse Programs

The County and signatory cities could promote and support expansion of existing reuse and material exchange opportunities in the County, such as the Habitat for Humanity of the Greater Wenatchee Area and local reuse and donation stores. Residential options include providing information on reuse organizations or supporting reuse events focused on specific products (such as bike swaps). Promotion could involve maintaining and publishing a resource guide in local newspapers, a stand-alone guide with a map, or a web page listing organizations that promote waste reduction activities such as thrift shops, repair services, and tool rental businesses.

3.4.4 Recycling Contamination Reduction Campaigns

By collaborating with a certificated hauler, the County could develop and implement cart-tagging campaign(s) for single-family collection services. This system can provide the most direct education and feedback for single-family residents on reducing contamination in recyclables collected. Implementation of education and outreach materials could be developed in both English and Spanish to provide information for a coordinated messaging campaign.

In addition, the County, cities and haulers could develop and implement a recycling drop-box site contamination reduction campaign for direct contact with residents and businesses utilizing the County drop-box sites and city and town Community Recycling Centers. The campaign could include County and city staff members visiting drop-box sites and Community Recycling Centers and providing educational materials, updating site signage especially on the key contaminants, and providing assistance to customers on proper methods of recycling segregations and commodity acceptance.

3.4.5 Offer School Technical Assistance

Schools present important opportunities to reduce and prevent waste—especially food waste—and increase recycling. Technical assistance to schools could include:

- On-site technical assistance including waste audits, collection infrastructure assessments, and customized recommendations for preventing waste and increasing recycling and composting.
- Assistance and/or grants to support implementation of waste reduction strategies such as switching to milk dispensers with reusable cups, switching to reusable dishes and trays, setting up a sharing table or bin for students to trade unopened food/drinks and uneaten whole fruit with peels, setting up a school swap day at

the end of the school year when students are cleaning out lockers, installing water-bottle filling stations, donating edible food, and more.

- Assistance implementing recommendations regarding green purchasing, waste collection practices, and waste collection infrastructure.
- Working with a school's existing student green team to implement a food waste audit and prevention campaign, an on-site composting demonstration project, or a waste audit and recycling/composting education campaign.

County staff can draw on programs developed by Clark County, Clackamas County (Oregon), King County, and the Washington Green Schools program. The Washington Green Schools program also offers recognition for a school's performance in multiple environmental categories.

3.4.6 Establish a Waste Diversion Goal

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

3.4.7 Recycling Rates by Material

Overall, Douglas County's waste diversion rate is estimated to be 18 percent. In 2018, a total of 12,703 tons was reported recycled, composted, or otherwise diverted. Refer to Chapter 2.0 – Waste Stream for data sources and detailed information. Recovery rates in the County appear to be highest for asphalt and concrete, ferrous metals, and non-ferrous metals.

3.4.8 Sham Recycling

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

3.4.9 Provide Support for Recycling at Public Events

Washington State law requires public events to provide recycling containers (RCW 70.93.093). To support this requirement, the County could operate a program that provides recycling bins loaned out to event organizers and other support for these events. This program is a low-cost public service with high visibility that provides a positive benefit for those involved.

3.4.10 Adopt Mandatory Recycling for Readily Recyclable Materials

Signatory cities that contract for or directly provide garbage collection service could adopt a disposal ban requiring residential and commercial customers to recycle readily recyclable materials. Readily recyclable materials may include yard waste, food waste,

mixed paper, newspaper, cardboard, plastic bottles #1 and #2, aluminum cans, tin cans, electronics covered by E-Cycle Washington, and clean wood.

Before adopting mandatory disposal bans and recycling policies, signatory cities would need to ensure that residents and businesses have the option to subscribe to a recycling service and have adequate access to drop-off recycling sites.

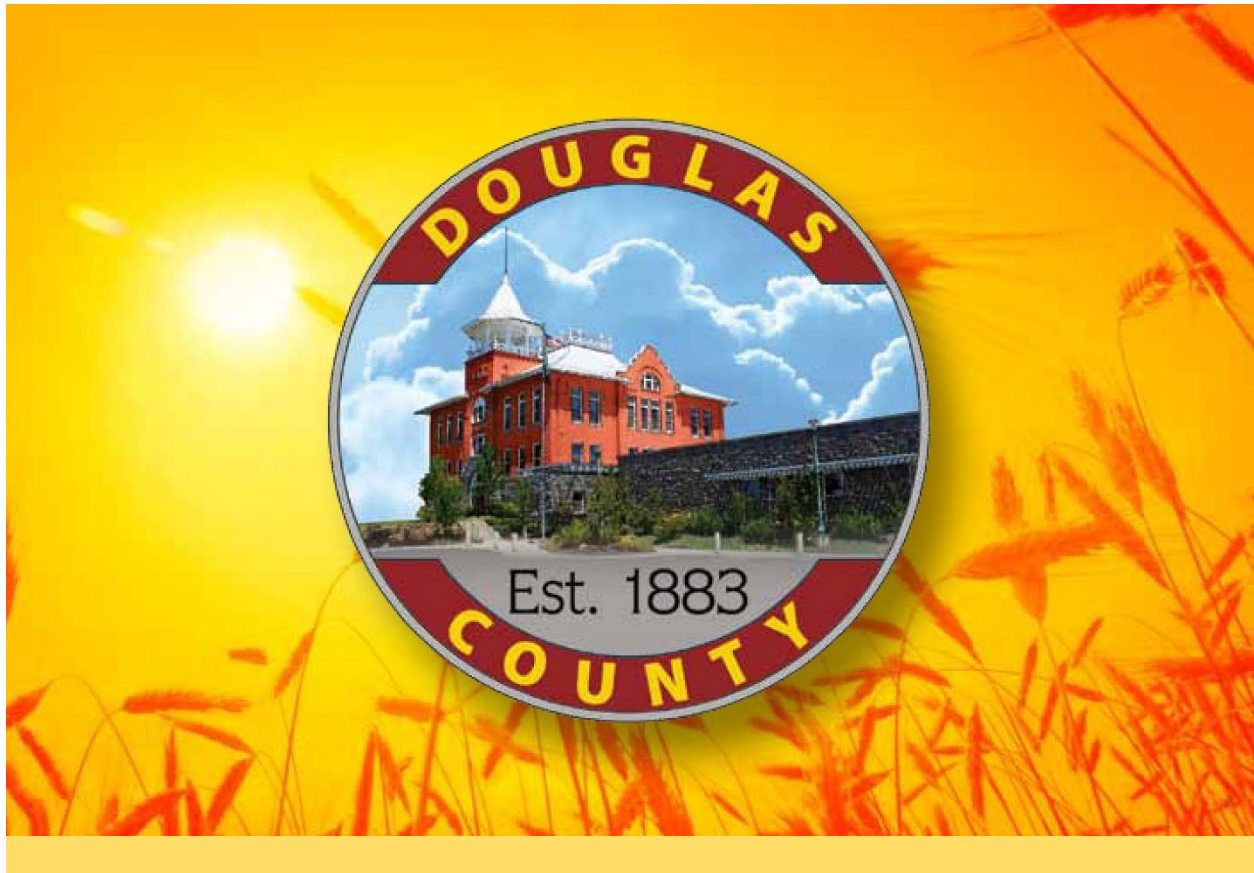
3.5 Recommended Actions

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

- WRR1) Expand and refresh educational materials for waste reduction and recycling programs and options.
- WRR2) Update and expand on digital education through websites, social media, and newsletters.
- WRR3) Adopt the updated list of designated materials and maintain it through periodic review and updates.
- WRR4) Continue the operations of the Community Recycling Centers and the County rural drop-off program if feasible and cost effective.
- WRR5) Focus recycling and diversion efforts on waste streams that represent significant tonnage disposed of and coordinate messaging and efforts to reduce contaminants on materials recycled.
- WRR6) Support private sector programs, forums, or other methods, such as existing reuse and reusable materials exchange programs, to facilitate material exchanges.
- WRR7) Work cooperatively with County, city, and hauler staff to create and implement recycling contamination reduction campaigns for curbside, drop-box and Community Recycling Center recycling programs.
- WRR8) Maintain and update the CROP as needed during this Plan cycle.



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CHAPTER 4.0 SOLID WASTE COLLECTION

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4.0 Solid Waste Collection

4.1 Introduction

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

4.2 Background

This section provides information regarding legal authority as well as information on incorporated and unincorporated areas within the County.

4.2.1 Legal Authority

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

RCW 70A.205 assigns primary responsibility for solid waste handling (management) to local government. Private industry's role in waste management is reflected in the legislative language: "It is the intent of the legislature that local governments are encouraged to use the expertise of private industry and to contract with the same to the fullest extent possible to carry out solid waste recovery and recycling programs" (RCW 70A.205).

For information regarding establishment of collection and disposal districts as allowed by RCW 36.58A, refer to Chapter 10.0 – Administration, Financing, and Enforcement.

Refer to Chapter 7.0 – Miscellaneous Wastes, Section 7.9, Construction and Demolition Debris for information, regarding the "Sham Recycling Bill" and the Recyclable Materials Transporter and Facility Requirements (WAC 173-345).

4.2.2 Incorporated Areas

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

1. Municipal collection: Municipal employees collect waste.
2. Contract collection: The municipality conducts a competitive procurement process and selects a private company to provide collection services.
3. Permitted solid waste carriers: If a city does not wish to be involved in managing garbage collection within its boundaries, a WUTC certified hauler for the area can provide those services. The city may pass an ordinance requiring that certain services be provided. A city may also require a permitted hauler to secure a license from the city. Bridgeport, East Wenatchee, Mansfield, Rock Island, and Waterville contract for collection within their municipality limits. Section 4.3 provides additional information regarding solid waste collection.

4.2.3 Unincorporated Areas

WUTC STANDARDS

Waste collection companies are included as a regulated transportation industry. As such, the WUTC grants exclusive rights to specific haulers, referred to as “Solid Waste Carriers,” in unincorporated areas. RCW 81.77.030 allows the WUTC to supervise and regulate waste collection companies by:

- Fixing and altering its rates, charges, classifications, rules, and regulations;
- Regulating the accounts, service, and safety of operations;
- Requiring the filing of annual and other reports and data;
- Supervising and regulating such persons or companies in all other matters affecting the relationship between them and the public they serve;
- Requiring compliance with local solid waste management plans and related implementation ordinances; and
- Requiring that certificate holders under RCW 81.77 use rate structures and billing systems consistent with the solid waste management priorities set forth under RCW 70A.205 and the minimum levels of solid waste collection and recycling services pursuant to local comprehensive solid waste management plans.

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

At the time of this writing, the following three companies hold solid waste authority, granted by the WUTC, to operate in Douglas County:

1. Zippy Disposal Service, Inc. (G-121) – P.O. Box 1717, Chelan, WA 98816
2. Sunrise Disposal, Inc. (G-201) – P.O. Box 1267, Okanogan, WA 98840
3. Waste Management of Washington, Inc., dba Waste Management of Greater Wenatchee (G-237) – 720 4th Ave., Suite 400, Kirkland, WA 98033

Figure 4-1 shows WUTC solid waste collection areas.

SOLID WASTE COLLECTION FEE

The County assesses a fee on the collection services of solid waste collection companies operating in the unincorporated areas in accordance with Ordinance C.E. 94-104. The revenues from the solid waste collection fee are used to fund the planning, administration, implementation, and enforcement of solid waste and moderate risk waste programs in the County. The fee assessed to the collection companies is based on the previous year’s volume of waste (in pounds) collected. At the time of this Plan, the assessed rate is \$0.00652 per pound.

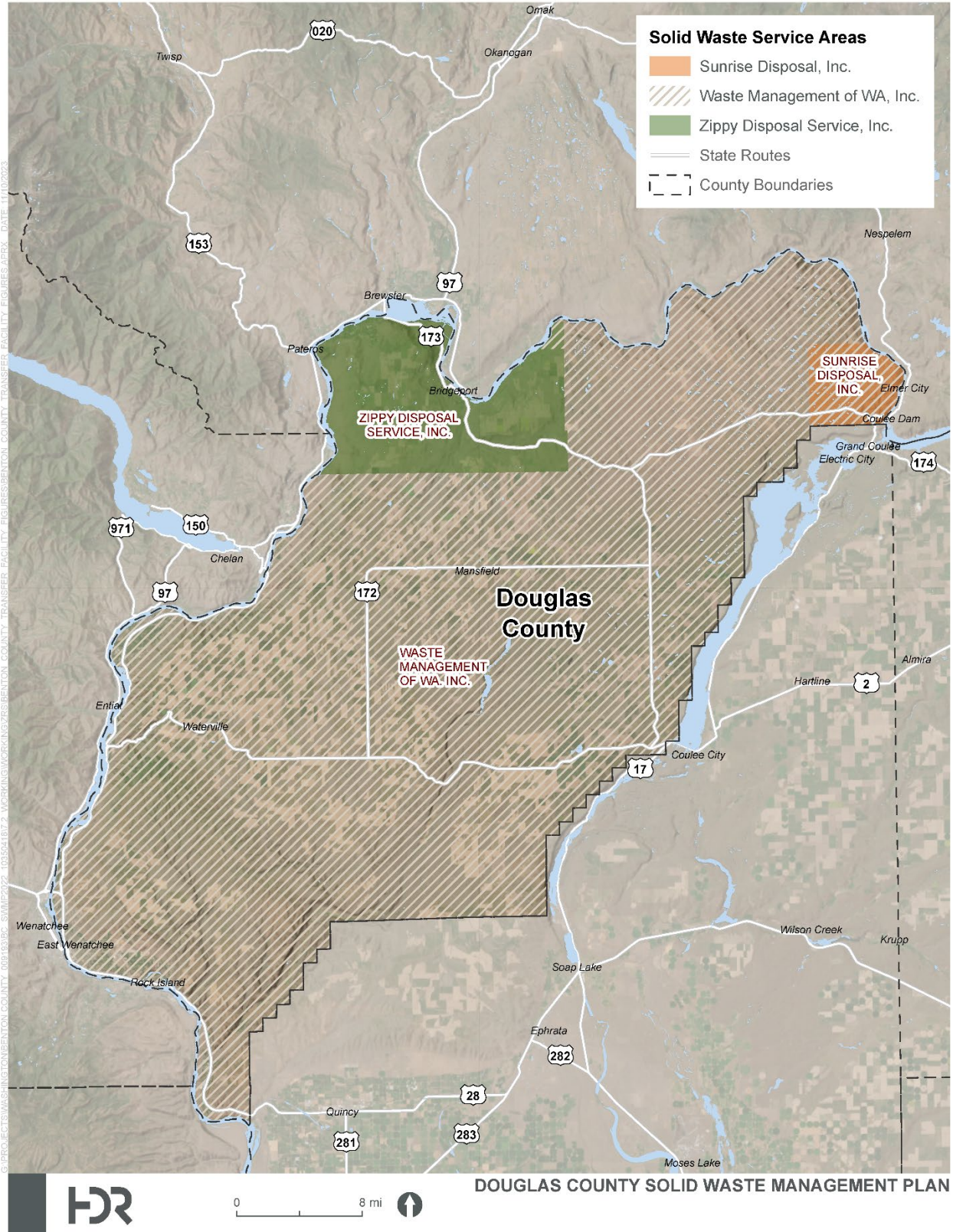


Figure 4-1. WUTC Solid Waste Certificated Collection Areas

4.3 Existing Conditions

Residential curbside waste collection is not mandatory in the unincorporated areas of Douglas County, but it is mandatory within the limits of cities and towns and within the urban growth area. In both incorporated and unincorporated Douglas County, waste is collected by the certificated haulers listed above and delivered to the Greater Wenatchee Regional Landfill at 191 Webb Road, East Wenatchee, for disposal.

In addition to the three certified haulers operating within the County, Consolidated Disposal Services, Inc., contracts in the Towns of Mansfield and Waterville.

Additional information regarding waste transfer and disposal can be found in Chapter 5.0 – Waste Transfer and Disposal, information on recycling collection can be found in Chapter 3.0 – Waste Reduction, Recycling, Education and Outreach, and CROP and on organics collection in Chapter 9.0 – Organics. More detailed information about the haulers' service areas can be found at the WUTC's website:

<https://www.utc.wa.gov/regulated-industries/transportation/regulated-transportation-industries/solid-waste-carriers/solid-waste-service-maps-county>

4.3.1 Waste Collection Programs

Table 4-1 lists the styles of residential garbage collection, the approximate number of customers served, and the rates per household per month in Douglas County.

Municipality	Population 2022 ¹	Residential Garbage Cart Size (gallon)	Collection Entity	Mandatory Service	Rate per Household per Month ²
Bridgeport	2,135	64 and 96	Zippy	Yes	\$22.70 and \$33.70
East Wenatchee	14,180	35, 64, and 96	WM	Yes	\$16.90, \$21.87, and \$29.34
Mansfield	330	68 and 95	Consolidated	Yes	\$26.50 and \$30.00
Rock Island	1,425	35, 64 and 96	WM	Yes	\$12.91, \$18.10, and \$23.10
Waterville	1,140	68 and 95	Consolidated	Yes	\$16.08 and \$20.17
Unincorporated	24,590	65 and 95	Sunrise	No	\$20.00 and \$26.66
		35, 64, and 96	WM		\$13.88, \$19.37, and \$25.06
		32	Zippy		\$16.35

¹ Population information from Chapter 2.0 – Waste Stream, Table 2-1 Douglas County Population Estimates.

² Rate per household data (as of November 2023) provided by WM, Zippy Disposal, Consolidated Disposal, and Sunrise Disposal.

BULKY WASTE COLLECTION SERVICE

Bulky waste collection is available on-call and county-wide through each waste collection program for a fee.

COMMERCIAL COLLECTION SERVICE

Commercial garbage collection is mandatory in jurisdictions and urban growth areas and non-mandatory in the unincorporated areas of Douglas County. Style and frequency of service, as well as rates charged, vary by commercial customer.

4.4 Status of Previous Recommendations

The status of the recommendations made by the 2018 Plan can be found in Appendix E.

4.5 Alternatives and Evaluations

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

4.5.1 Solid Waste Collection

Curbside MSW collection programs appear to be operating satisfactorily in both the incorporated and unincorporated areas of the County.

4.5.2 Solid Waste Collection Fee

In order to continue funding planning, administration, implementation, and enforcement of solid waste and moderate risk waste programs, the County should review and continue the assessment of the solid waste collection fee.

4.5.3 Curbside Recycling

Currently, residential recyclable collection services are offered in East Wenatchee and Rock Island and in the urban growth area surrounding these jurisdictions in the County. The collection and recycling relationship is addressed in greater detail in Chapter 3.0 – Waste Reduction, Recycling, Education and Outreach, and CROP, which includes collection system alternatives to be considered to promote recycling.

4.5.4 Collection Contract Compliance With The Plan

To ensure that the cities' collection contracts in the County comply with the Plan, cities could implement a contract review process. The County would provide a checklist of items to be reviewed by each city's contract administrators to verify that the collection contracts comply with the Plan. The review process could occur at the times of renewals and/or procurement.

4.6 Recommended Actions

The following recommendations are made for solid waste collection programs:

- SWC1) Cities and towns should regularly review collection contracts to confirm compliance with the Plan. The County should develop a checklist for the cities and town to use.
- SWC2) The County should continue to assess the fee on solid waste collection companies operating in the unincorporated areas of the County.

SWC3) Coordinate residential and commercial curbside collection programs with recycling program recommendations as implemented.



CHAPTER 5.0 WASTE TRANSFER AND DISPOSAL

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5.0 Waste Transfer and Disposal

5.1 Introduction

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

5.2 Background

This section provides an overview of Douglas County's waste disposal system, which is regulated by RCW 70A.205, Solid Waste Management; WAC 173-350, Solid Waste Handling Standards; and WAC 173-351, Criteria for Municipal Solid Waste Landfills.

5.2.1 State Legislation and Regulations

Ecology regulates the design and operation of transfer stations and drop boxes under WAC 173-350, Solid Waste Handling Standards. Counties may site and operate transfer facilities or may contract this service to a provider. Transfer stations are required to obtain a solid waste permit from the jurisdictional health district. There is currently one publicly owned and operated transfer station located in the County at the Bridgeport Bar Closed Landfill site. Information on this transfer station can be found in Section 5.3.1, Transfer Stations.

In addition, WAC 173-350, Solid Waste Handling Standards, regulates design and operation of inert landfills. Inert waste includes the following materials:

- Cured concrete
- Asphaltic materials
- Brick and Masonry
- Ceramic materials
- Glass
- Stainless Steel
- Other inert materials

These landfill facilities are required to obtain a solid waste permit from the jurisdictional health district. There are currently four inert waste landfills operating in the County. Additional information on these inert waste landfills is provided in Section 5.3.2, Landfills.

In Washington State, MSW landfill design and operations are regulated under WAC 173-351; the County currently has one operating MSW landfill, the Waste Management (WM) Greater Wenatchee Regional Landfill (GWRL). Information on the GWRL is in Section 5.3.2, Landfills.

5.2.2 Douglas County Rules and Regulations

Douglas County regulates solid waste importation into the County and maintains a Solid Waste Disposal Host Agreement with WM for the GWRL. The following sections provide information on the associated regulatory requirements and agreements.

SOLID WASTE IMPORTATION ORDINANCE

In December 2001, the County adopted Ordinance Number 01-124-ORD-1, establishing a process under which solid waste may be imported into the unincorporated areas of Douglas County.

The purpose of the ordinance is to identify, assess, and mitigate any known adverse impacts to the County's infrastructure, environment, economy, public health and safety, substantial equivalence, and land use caused by any entity requested to import solid waste into the County. The ordinance establishes procedures and criteria to follow beginning with a Letter of Request to the County Board of Commissioners for potential importation of solid waste. A copy of this ordinance is located in Appendix F.

SOLID WASTE DISPOSAL HOST AGREEMENT

In 2004, the County and WM entered into a Solid Waste Disposal Host Agreement to provide for the development, operation, expansion, and future closure of the GWRL. The Host Agreement was amended in 2012 and again in 2020. Highlights of the Host Agreement and amendments include:

- The initial term is twenty (20) years from the effective date and automatically renews for ten (10) additional years under the same terms and conditions as long as the GWRL is accepting waste and has remaining capacity.
- WM agrees to perform community relations that includes local hiring and purchasing, maintaining an office at the GWRL, and establishing a scholarship fund.
- WM agrees to remit the following quarterly fees to the County:
 - Compliance and Enforcement Fee of 20 cents per ton.
 - Solid Waste Fee of 52 cents per ton.
 - Road Maintenance Fee of 75 cents per ton.
 - Community Involvement Fee of 20 cents per ton.
- Establishes a County disposal rate for future operations of a transfer station.
- Waives disposal rates for waste collected by the Youth Litter Crew and/or Code Compliance officers, with a maximum of 700 tons per year.
- Provides a reduced disposal rate for court-ordered property abatements determined to be public nuisances and for all non-hazardous solids/street sweepings collected by the County street sweeping program.
- Provides an annual residential free disposal day until December 31, 2026.

Additional information on the Host Agreement and amendments is provided in Appendix G.

5.3 Existing Conditions

Figure 5-1 shows the locations of the transfer stations and landfills in the County.

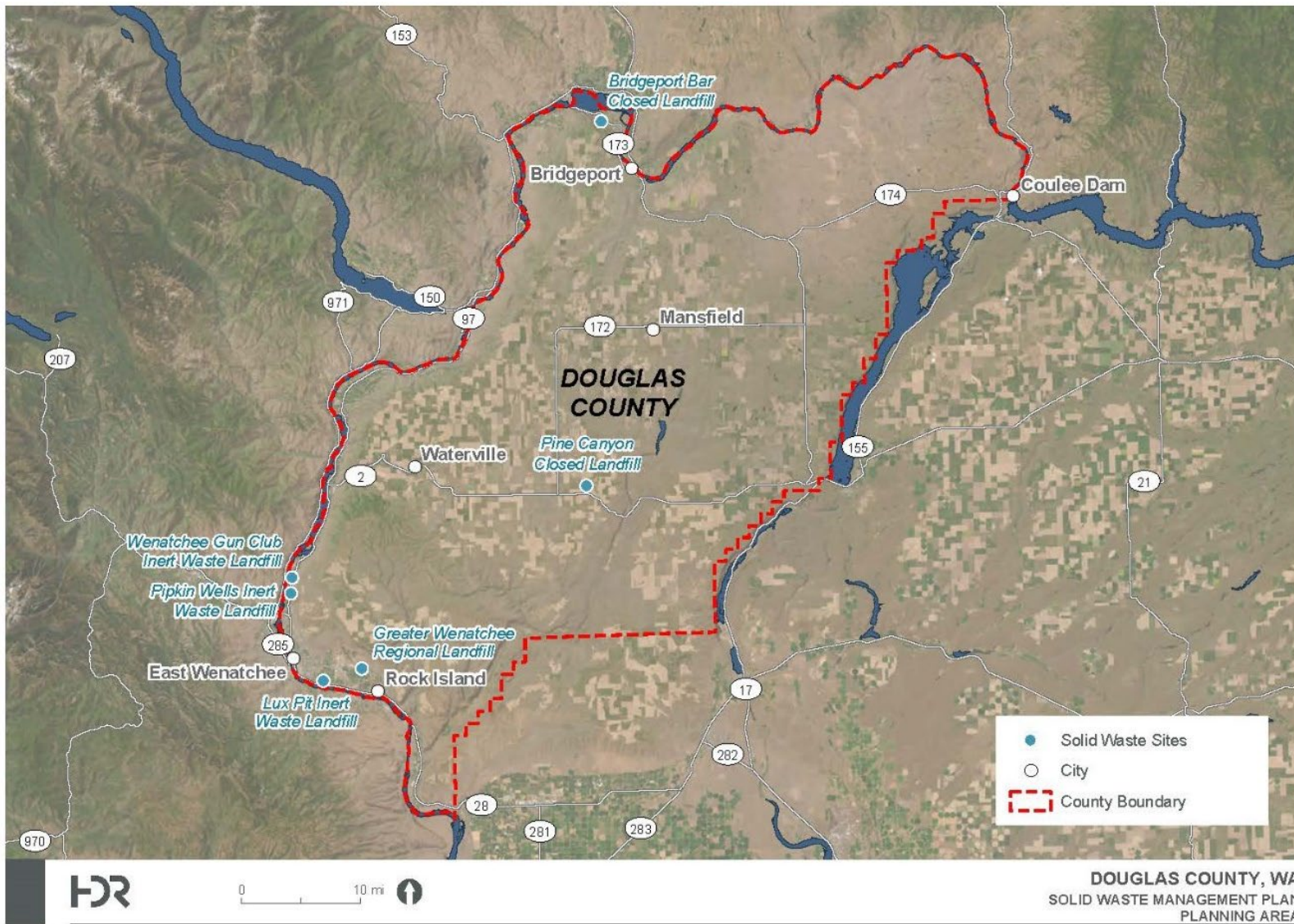


Figure 5-1. Douglas County Solid Waste Facilities

5.3.1 Transfer Stations

There is currently one operating transfer station located in Douglas County:

- Bridgeport Bar Transfer Station located at 25 Perkins Road, Brewster, Washington (located at the Bridgeport Bar Closed Landfill)

This transfer station is owned and operated by Okanogan County and accepts waste produced or generated in Douglas County. An Interlocal Agreement for acceptance, recycling, and disposal of Douglas County MSW was executed in 2023, which allows for operations of this transfer station as long as the facility meets or exceeds recycling requirements as authorized by this Plan. MSW accepted at the transfer station is disposed at the Okanogan County Landfill.

Self-haulers in the County can also dispose MSW at:

- WM Wenatchee Transfer Station located at 1421 S. Wenatchee Avenue, Wenatchee, WA

MSW collected at this transfer station is disposed of at the GWRL.

5.3.2 Landfills

GREATER WENATCHEE REGIONAL LANDFILL

The GWRL is an MSW landfill located at 191 Webb Road, East Wenatchee, Washington, and is owned and operated by WM. The landfill began receiving waste in 1960 and encompasses 257 acres, of which 135 acres are currently permitted for waste disposal. The landfill has a projected remaining capacity of 85 years. Figure 5-2 shows the GRWL operations.



Figure 5-2. Greater Wenatchee Regional Landfill

The landfill consists of the following components:

- Double liner system including a geo-synthetic clay liner and a high-density polyethylene liner.
- Eight groundwater monitoring wells, one upgradient and seven downgradient.
- Active gas extraction system managed through a flare.
- Leachate collection system and double-lined evaporation pond.

The GWRL works to improve biodiversity at the landfill site and shares 80 acres of endangered shrub-steppe habitat as an outdoor learning lab for local high school students. It has also earned certification from the Wildlife Habitat Council.

Table 5-1 provides information on Douglas County MSW tonnage disposed of at GWRL.

Table 5-1. Douglas County MSW Disposed (in Tons)	
Year	Greater Wenatchee Regional Landfill
2020	34,603
2021	35,892
2022	32,376

PIPKIN WELLS INERT WASTE LANDFILL

The Pipkin Wells Inert Waste Landfill is privately owned and operated by Pipkin Construction, 4801 Contractors Drive, East Wenatchee, Washington, which restricts landfill use and charges a fee to those who dispose of inert waste.

PIPKIN CONSTRUCTION WARD AVENUE INERT WASTE LANDFILL

In 2015, Pipkin Construction received approval to operate an inert waste landfill on 4.5 acres on property owned by Andy Gale on South Ward Avenue, East Wenatchee, Washington.

LUX PIT INERT WASTE LANDFILL

The Lux Pit Inert Landfill is located on a 4-acre site in Sections 19 and 20, Township 22N, Range 21E. The landfill is approximately 3.5 miles southeast of the City of East Wenatchee, and access to the landfill is by way of South Nile Avenue. The property was acquired in 1936 and developed as a sand and gravel pit until 1983, when it was converted to a County inert waste landfill. Currently, the facility is utilized by Douglas County.

WENATCHEE GUN CLUB INERT WASTE LANDFILL

The Wenatchee Gun Club Inert Landfill is located on a 36-acre site at 13110 State Route 2, East Wenatchee, Washington. This landfill was permitted in 2011 as an inert landfill. Selland Construction operates this landfill on land owned by the Wenatchee Gun Club. The inert waste accepted is limited to concrete, asphalt, dirt, sand, and gravel. No organic materials are accepted.

PINE CANYON CLOSED LANDFILL

The closed Pine Canyon Landfill is located approximately 5 miles west of Waterville, 5 miles east of Orondo, and one-half mile south of State Route 2 on Douglas County Road Number 1222. Approximately 4 acres of the 16.7-acre site were used for landfill purposes. The County acquired and operated the landfill from 1976 until 1989. Pine Canyon Landfill officially closed in 1993 and started its post-closure care in February 1994. The closure process was completed in 2019.

BRIDGEPORT BAR CLOSED LANDFILL

The Bridgeport Bar Landfill (officially closed in 1993) is located approximately 5 miles northwest of Bridgeport (6 miles southeast of Brewster at 25 Perkins Road, Brewster, WA 98812.) The 5.4-acre site was acquired by Douglas County in 1932 for use as a



gravel pit. In 1976, the parcel was sold to the Perkins Orchard Company and subsequently leased back to the County for 20 years. The County operated the landfill from 1976 until 1987, and it was officially closed in 2019. In 1988, the landfill was covered with 2 to 4 feet of native soil, and Okanogan County purchased 2.5 acres of the eastern portion to construct the Bridgeport Bar transfer station. The transfer station remains in operation and is used by residents of Okanogan County and the Bridgeport Bar self-haulers. In 2012, the landfill parcel was purchased by Douglas County. Completion of the closure process for this landfill was finalized in 2020 and remains in post-closure.

5.4 Waste Import and Export

5.4.1 Waste Import

“Waste import” refers to transfer of waste into the County from other areas. The County adopted Ordinance Number 01-124-ORD-1 (the Ordinance), which establishes a process in which MSW may be imported into unincorporated areas. Additional information on this Ordinance can be found in Section 5.2.2.

Prior to the importation of waste, a formal letter of request must be submitted to the County for solid waste importation review. The Ordinance outlines, at a minimum, what must be submitted with the letter of request, criteria utilized to assess requests for solid waste importation, conformance with the Ordinance, exemptions to the Ordinance, and the appeal procedure. Once sufficient information has been provided and potential adverse impacts have been identified, assessed, and mitigated, the request may be approved by the County.

Table 5-2 provides an overview of waste imported into the GWRL for 2020, 2021 and 2022.

Municipality	2020	2021	2022
<i>Washington State Waste (by County)</i>			
Adams	1.02	97.74	0.57
Benton	5.81	5.03	3.24
Chelan	99,893.37	101,453.08	103,462.15
Clark	7.79	77.72	91.77
Cowlitz	4.23	-	-
Franklin	-	107.83	112.22
Grant	3,379.70	1,269.67	3,989.08
Grays Harbor	0.54	20.37	4.34
Jefferson	-	14.62	-
King	85,690.36	17,461.67	15,693.20

Table 5-2. GWRL Imported Waste (in Tons)			
Municipality	2020	2021	2022
Kitsap	1,255.12	956.44	212.26
Kittitas County	39,773.53	43,196.12	46,213.98
Klickitat	0.16	-	-
Lincoln	1.64	0.83	3.97
Okanogan	249.61	448.31	13.77
Pierce	29.82	228.21	10.05
Skagit	0.44	880.86	20.97
Snohomish	1,632.01	866.67	942.24
Spokane	78,696.95	81,505.53	83,140.33
Stevens	-	-	38.12
Walla Walla	0.22	0.06	0.64
Whatcom	6,869.78	3,349.50	5,982.16
Yakima	6,727.33	14.36	63.61
Total Washington State	324,219.43	251,954.62	259,998.67
<i>Out of Country</i>			
British Columbia ¹	1,155.69	81.68	13.88
Total Out of Country	1,155.69	81.68	13.88
Total GWRL Imported Waste	325,375.12	252,036.30	260,012.55

¹Only special waste, non-hazardous contaminated soils, and industrial sludge were imported from British Columbia. No MSW was accepted.

5.4.2 Waste Export

“Waste export” refers to the transfer of waste from Douglas County to a landfill or transfer station located outside the area.

MSW from the Town of Coulee Dam, located in the County, is exported to the Grant County Landfill. Due to this arrangement, the Town of Coulee Dam is under the jurisdiction of Grant County for its solid waste planning purposes and is not a party to this Plan.

Minor amounts of MSW are exported to the Okanogan County Landfill from self-haulers utilizing the Bridgeport Bar Transfer Station. Refer to Section 5.3.1 for additional information.

5.5 Status of Previous Recommendations

The status of the recommendations made by the 2018 Plan can be found in Appendix E.

5.6 Alternatives and Evaluations

No existing service gaps or other issues connected to the waste transfer and disposal component of solid waste management in Douglas County were identified. Additional details on the transfer and disposal facilities are provided below.

5.6.1 Transfer Station Facilities

The existing transfer station facilities utilized for the County self-haulers have sufficient capacity to accommodate the tonnages received. The WM Wenatchee Transfer Station recently raised rates to a minimum fee of \$63.44 flat rate for the first 600 pounds and \$170.00 per ton for over 600 pounds. This is a substantial fee increase and will discourage self-haulers from using the transfer station facility. The County could consider implementing a siting process for a transfer station/drop-box facility located in the County to provide an economical option for self-hauler disposal of MSW.

In addition, implementation of additional waste reduction and recycling strategies could assist in maintaining transfer capacity to handle waste over this planning period. More information on waste reduction and recycling strategies can be found in Chapter 3.0 – Waste Reduction, Recycling, Education and Outreach, and CROP.

5.6.2 Landfill Facilities

The MSW and inert landfill facilities currently utilized for disposal of County waste have sufficient capacity to handle the current and projected waste streams. County MSW should continue to be disposed of at GWRL as the recommended disposal option during this planning period.

The County has implemented a process to track waste importation to the GWRL and should continue to monitor this process, on an as-needed basis, to ensure that waste meets the requirements set out in the Host Agreement and Universal Agricultural Pest Protocol Procedures.

5.7 Recommended Actions

The following recommendations are being made for waste transfer and disposal:

- WTD1) MSW generated in the County and not recycled should continue to be disposed of at GWRL.
- WTD2) The County should continue to monitor and track waste importation and exportation to ensure compliance with the Host Agreement and Universal Pest Protocol Procedures.
- WTD3) The County may consider locating a transfer station/drop-box site for acceptance of self-haul waste.
- WTD4) The County and WM should continue to work cooperatively to ensure that the agreements for importation of waste to GWRL meet the requirements of the Douglas County Waste Importation Ordinance.

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CHAPTER 6.0 ENERGY RECOVERY

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6.0 Energy Recovery

6.1 Introduction

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

6.2 Background

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

- Thermal Technologies:
 - Direct combustion (various forms of traditional waste-to-energy)
 - Gasification
 - Plasma arc gasification
 - Pyrolysis
- Biological Technologies:
 - Aerobic composting
 - Anaerobic digestion with biogas production for electricity or fuel generation
- Chemical Technologies:
 - Hydrolysis
 - Catalytic and thermal depolymerization
- Mechanical Technologies:
 - Autoclave/Steam classification
 - Advanced materials recovery
 - Refuse-derived fuel production (see Figure 6-1)



Figure 6-1. Refuse-Derived Fuel Processing Plant

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

6.3 Existing Conditions

As discussed in Chapter 5.0 – Waste Transfer and Disposal, MSW from the County is disposed of at the Waste Management (WM) Greater Wenatchee Regional Landfill (GWRL) located within the County.

The GWRL site has an active landfill gas collection system, and the collected gas is currently managed combustion through a flare. A renewable energy plant is planned for the landfill in the future. The planned energy plant will utilize landfill gas to generate renewable electricity as part of the broader WM initiatives to extract value from waste.

Energy recovery from MSW should remain a continuing consideration for the County.

6.4 Status Of Previous Recommendations

The status of the recommendations made by the 2018 Plan can be found in Appendix E.

6.5 Alternatives and Evaluations

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

6.5.1 Energy Recovery Needs

The County's waste stream is relatively small for energy recovery and would not economically support the high capital expenditures required for facility construction of waste processing and conversion technology alternatives when compared to the existing disposal program.

Ample landfill capacity is currently available at the GWRL for County waste. Detailed information regarding landfill disposal is included in Chapter 5.0 –Waste Transfer and Disposal.

6.6 Recommended Actions

The following recommendation is made for energy recovery:

- ER1) The County will monitor developments and progress in waste processing and conversion technologies in the event that current conditions change.



CHAPTER 7.0 MISCELLANEOUS WASTES

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7.0 Miscellaneous Wastes

7.1 Introduction

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

7.2 Background

Miscellaneous wastes have some similarities to “normal” MSW and can be managed in a similar fashion with some additional precautions or special handling procedures. Each type of special waste is governed by slightly different regulations, based on its physical and chemical characteristics and the degree of environmental, health, or safety risk it poses. This chapter is subdivided into the sections shown in Table 7-1 to describe regulations, current programs, and planning issues for each type of special waste.

Section	Miscellaneous Waste Type
7.3	Agricultural Waste
7.4	Animal Carcasses
7.5	Appliances/White Goods
7.6	Asbestos
7.7	Biomedical/Infectious Waste
7.8	Carpet and Padding
7.9	Construction and Demolition Debris
7.10	Disaster Debris Management
7.11	Electronic Waste
7.12	Junk Vehicles
7.13	Litter and Illegal Dumping
7.14	Mattresses
7.15	Petroleum-Contaminated Soils
7.16	Pharmaceuticals
7.17	Street Sweepings/Vactor Waste
7.18	Tires

7.3 Agricultural Waste

This section addresses disposal of agricultural waste within the County.

7.3.1 Regulations and Guidelines

WAC 173-350-100 defines agricultural wastes as “wastes on farms resulting from the raising or growing of plants and animals including, but not limited to, crop residue, manure from herbivores and non-herbivores, animal bedding, and carcasses of dead animals.” WAC 173-350-230 addresses land application, the beneficial use of solid waste applied to land for its agronomic value or soil-amending capability.

7.3.2 Current Practice

As defined above, little of the agricultural waste generated is disposed of within the County’s Solid Waste Division’s programs. Hence, agricultural wastes are not under the purview of this Plan. Agricultural wastes, whether crop residues or animal manures, can be returned to the land where they were generated. An exception to this is the disposal of animal carcasses, which is addressed below in Section 7.4.

Unusable produce from a food processor, such as a load of rotten apples, is handled as MSW and may be disposed of at the landfill.

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

7.3.3 Planning Issues

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

7.4 Animal Carcasses

This section addresses disposal of animal carcasses within the County.

7.4.1 Regulations and Guidelines

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

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

7.4.2 Current Practice

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

- Animal carcasses (without disease) are accepted at the transfer stations.
- Customers are charged a fee at each transfer station for disposal.
- Customers wishing to dispose of infectious and/or diseased animals are directed to the Health District for further instructions.

7.4.3 Planning Issues

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

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

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

7.5 Appliances/White Goods

This section addresses disposal of appliances generated within the County.

7.5.1 Regulations and Guidelines

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

7.5.2 Current Practice

Appliances are composed mainly of steel, copper, plastic, and rubber but are typically recycled as ferrous scrap metal. As a service to customers, some appliance dealers

recycle old appliances when new ones are delivered. Appliances are accepted for a fee at the following:

- Community Recycling Centers in Bridgeport, Rock Island, and Waterville
- Zacker Processing Facility by appointment only

All facilities confirm that the Freon refrigerants from refrigerators, freezer, air conditioners, and similar devices are removed. Various companies also haul and recycle appliances based on price and availability.

7.5.3 Planning Issues

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

7.6 Asbestos

This section addresses asbestos disposal within the County.

7.6.1 Regulations and Guidelines

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

7.6.2 Current Practice

Customers with asbestos-containing materials are referred to the GWRL for disposal options.

7.6.3 Planning Issues

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

7.7 Biomedical/Infectious Waste

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

7.7.1 Regulations and Guidelines

Washington State's definition of biomedical waste includes the following waste types:

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

Biosafety level 4 disease waste: materials contaminated with blood, excretions, exudates, or secretions from humans or animals that are isolated to protect others from

highly communicable infectious diseases that are identified as pathogenic organisms assigned to biosafety level 4 by the Centers for Disease Control and Prevention.

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

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

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

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

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

7.7.2 Current Practice

There are a number of state-licensed firms that collect and properly dispose of biomedical/infectious wastes in the County. Due to privacy considerations, these firms do not provide information about where these wastes are generated.

Sharps, when properly prepared, are currently accepted for disposal by the local waste collection companies operating in the County and at the community recycling centers. A list of sharps disposal options can be found at:

www.safeneedledisposal.org

7.7.3 Planning Issues

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

7.8 Carpet and Padding

This section addresses carpet and padding disposal within the County.

7.8.1 Regulations and Guidelines

In 2019, the Washington State Legislature passed HB 1543 concerning sustainable recycling and directing Ecology to create a recycling development center to research, incentivize, and develop new markets and expand existing markets for recycled commodities and recycling facilities. One of the materials that can be investigated for potential recycling opportunities is carpet and padding.

7.8.2 Current Practice

Customers with carpet and padding are referred to the landfill and transfer stations for disposal. There are currently no carpet recycling facilities operating in the County.

7.8.3 Planning Issues

Current carpet and padding waste management and disposal practices are generally adequate and should be maintained. The County could consider supporting extended producer responsibility (EPR) legislation for recycling of carpet and padding to eliminate this bulky waste stream from disposal in the landfills and to preserve valuable landfill space.

7.9 Construction and Demolition Debris

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

7.9.1 Regulations and Guidelines

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

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

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

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

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

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

7.9.2 Current Practice

There are no operational C&D processing facilities in the County at this time. C&D debris is currently accepted at the GWRL, Pipkin Wells Demolition and Inert Waste Landfill, Pipkin Constructions Ward Avenue Inert Waste Landfill, Lux Pit Inert Waste Landfill, and the Wenatchee Gun Club Inert Waste Landfill. Additional information on these landfills located within the County can be found in Chapter 5.0 –Waste Transfer and Disposal.

7.9.3 Planning Issues

Current C&D debris disposal practices are generally adequate and should be maintained. There are few opportunities for C&D recycling in the County, and management practices may need to be modified to include consideration of potential recycling opportunities for handling of specific recyclable C&D streams in the future.

7.10 Disaster Debris Management

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

7.10.1 Regulations and Guidelines

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

Being prepared with a plan to address the increased quantities and potential types of disaster debris can help to protect the health and safety of the community. Successful

implementation of that plan can positively affect the speed and cost of recovery and the ability to obtain financial assistance for the recovery efforts.

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

7.10.2 Current Practice

The County has an Emergency Services Department that has prepared an Emergency Management Plan (EMP).

From 2012 to 2023, the following federally declared disasters affected the County, according to FEMA’s website:

- Wildfire – Barker Canyon Fire – 2012
- Washington Fires – Reach Complex Fire – 2015
- Drought Declaration – 2019
- Covid-19 Pandemic – 2020
- Wildfire and straight-line winds – 2021

The County is historically at risk, primarily for storm, drought, and fire disasters. However, wind-borne ash from the 1980 volcanic eruption of Mount St. Helens also affected the County. Table 7-2 summarizes the types of disasters most likely to occur in or near the County and the types of debris likely to be generated. Evaluation of potential disasters and resultant debris can help prepare for disaster response and recovery.

Table 7-2. Potential Disasters and Resultant Debris

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



Debris Type	Biodisaster/ Epidemic	High Winds	Floods	Wildfires	Winter Storms	Volcanoes
Mixed other debris		X	X	X		X

Note: X = smaller quantity; XX = significant quantity

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

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

7.10.3 Planning Issues

In an emergency, timely response, saving lives, and minimizing property damage are the primary goals. After the initial response, disaster debris handling becomes important. A DDMP can be used to coordinate between emergency responders and County agencies that provide various services. Following the DDMP during and after an emergency is likely to allow for a speedier response and recovery and assist in reducing the financial impact. The DDMP supplements the EMP by elaborating on debris clearance and demolition activities. Following are issues the DDMP could address:

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

7.11 Electronic Waste

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

7.11.1 Regulations and Guidelines

Electronic products contain heavy metals and other chemicals at hazardous levels that make them difficult to dispose of safely. The Electronic Product Recycling law (RCW 70A.500) requires manufacturers of computers, monitors, laptops, and portable computers to provide recycling services throughout the state at no cost to households, small businesses, small local governments, charities, and school districts. This law led to the E-Cycle Washington program developed by Ecology.

7.11.2 Current Practice

The E-Cycle Washington program allows for the collection and recycling of televisions, desktop computers, laptop computers, tablet computers, e-readers, portable video disc players, and computer monitors. However, peripherals such as keyboards, mice, and printers are not covered by the program. More than 330 collection sites (statewide) have been established since January 2009. Since inception, E-Cycle Washington has collected more than 460 million pounds of discarded electronics. The County currently has six sites that accept electronic waste free of charge. Names and locations of collection sites can be obtained by calling 1-800-RECYCLE or going to www.ecyclewashington.org.

7.11.3 Planning Issues

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

7.12 Junk Vehicles

This section addresses disposal of junk vehicles within the County.

7.12.1 Regulations and Guidelines

RCW 70A.200.060 prohibits the abandonment of junk vehicles upon any property located in a county unincorporated area. Abandoned vehicles are also regulated under RCW 46.55, which establishes rules for removal and disposal of junk vehicles. If a junk vehicle is abandoned in violation of RCW 70A.200.060, RCW 46.55.230 governs the vehicle's removal, disposal, and sale, and the penalties that may be imposed against the registered owner of the vehicle.

7.12.2 Current Practice

The County does not accept any licensed vehicles for disposal at landfills and transfer stations due to Washington State rules and regulations. Junk vehicles may be taken to an auto recycling center for disposal. There is currently one auto recycler located within the County.

7.12.3 Planning Issues

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

7.13 Litter and Illegal Dumping

This section addresses litter and illegal dumping within the County.

7.13.1 Regulations and Guidelines

The Waste Reduction, Recycling, and Model Litter Control Act, RCW 70.93, is the primary law that guides and directs litter programs in Washington State. Originally passed by the Washington State Legislature in 1971 as the Model Litter Control Act, the law was the first of its kind anywhere. Voters ratified the law in the 1972 general election as an alternative to beverage container deposits. Amendments in 1979 added a youth employment program and public awareness activities concerning recycling.

Concern over the litter problem increased in 1997, after which Ecology convened a [Litter Task Force](#) to examine the effectiveness of litter control in Washington State. The Litter Task Force made several recommendations for improving the existing system and moving toward a standard of zero litter. These recommendations formed the basis of the 1998 Litter Act (Second SHB 3058), amending RCW 70.93 (now RCW 70.A.200). The 1998 Litter Act included several changes. Most significantly, it put Ecology in a leadership role, overseeing funds from the Waste Reduction, Recycling, and Litter Control Account (see Section 7.13.2.1).

7.13.2 Current Practice

Current practices for litter and illegal dumping vary in the County and are described below.

LITTER

The County has a Litter Control Program in place. The program is funded with grant money from Ecology from a dedicated account, the Waste Reduction, Recycling, and Model Litter Control Account (RCW 70A.200.140). Money is raised from a tax on industries whose products tend to contribute to the litter problem. In the budget that began July 1, 2013, funds were transferred from this dedicated account to State Parks to meet other state priorities. Beginning in 2018, half of the funds were redirected away from the litter grants; however, funding was fully restored in 2019.

The County program utilizes a youth litter crew that picks up litter on County and municipal roadways, trails, parks, and properties.

ILLEGAL DUMPING

The Health District receives and investigates illegal dumping and nuisances throughout the County. Additional information regarding the Health District investigation and enforcement program can be found in Chapter 10.0 – Administration, Financing, and Enforcement.

In 2020, the County began the process of inventorying and remediating homeless encampments and illegal dumps along a portion of the Apple Capital Loop Trail (see Figure 7-1). During the initial stages, an inventory of established camps was completed with a cursory assessment of contents and distinguishment between active and abandoned sites.

Since program inception, the County has collected:

- 92,671 pounds of garbage, which was disposed of
- 6,965 pounds of metal, which was recycled
- 461 needles
- 224 knives
- 32 shopping carts



Figure 7-1. Homeless Camp Cleanup

7.13.3 Planning Issues

Currently, funding for the Litter Control Program comes from grant funding through Ecology. If funding continues to be reduced, the County Litter Control Program will have to look to other funding sources or discontinue the program. In addition, funding for the Health Department enforcement program comes from grant funding from Ecology.

Funding for homeless camp cleanup comes from the LSWFA grant and the Washington State Department of Transportation (WSDOT).

7.14 Mattresses

This section addresses mattress disposal within the County.

7.14.1 Regulations and Guidelines

Mattresses represent a small part of the waste stream but can be problematic due to their bulk and size. There are currently no regulatory requirements directed at recycling or disposal of mattresses in the state.

7.14.2 Current Practice

Customers with mattresses are referred to the transfer stations for disposal.

7.14.3 Planning Issues

Current mattress waste management and disposal practices are generally adequate and should be maintained. Additional opportunities for recycling of mattresses should be considered if they become available, including EPR legislation to eliminate this bulky material from disposal in the landfills and to preserve valuable landfill space.

7.15 Petroleum-Contaminated Soils

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

7.15.1 Regulations and Guidelines

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

7.15.2 Current Practice

The County refers PCS to the GWRL for disposal. The Health District monitors acceptance and disposal of PCS at the landfill.

7.15.3 Planning Issues

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

7.16 Pharmaceuticals

This section addresses disposal of pharmaceuticals within the County.

7.16.1 Regulations and Guidelines

Generally, two types of pharmaceuticals are of interest to County waste management: (1) controlled substances (prescription drugs and illegal drugs) and (2) over-the-counter, nonprescription substances (e.g., aspirin, vitamins, other health supplements, cold

medicines). Controlled substances are covered by their own regulations, which do not address disposal other than to prevent their reuse. Over-the-counter substances are not specifically addressed by solid waste regulations.

7.16.2 Current Practice

RCW 69.48, The Drug Take-Back Program, created a unified, statewide medications return program for the



collection of covered drugs in 2020 (see Figure 7-2). Administered by the Washington State Department of Health **Figure 7-2. Washington Drug Take-Back Program** and funded by

pharmaceutical producers, Washington State's Drug Take-Back Program became the first statewide EPR program for residential medications in the nation. A list of drop-off locations is available online at:

<https://medtakebackwashington.org/>

The County encourages people to give pharmaceutical waste to community drug take-back programs to provide proper disposal rather than mixing it with trash.

7.16.3 Planning Issues

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

Current pharmaceutical waste management and disposal practices are generally adequate.

7.17 Street Sweepings/Vactor Waste

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

7.17.1 Regulations and Guidelines

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

7.17.2 Current Practice

Currently, street sweepings and vactor waste are addressed in accordance with the Phase II Eastern Washington Municipal Stormwater Permit. Street sweepings and

vactor waste are disposed at the City of Wenatchee Regional Decant Facility. Materials are tested and disposed for a fee at the GWRL.

7.17.3 Planning Issues

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

7.18 Tires

This section addresses tire disposal within the County.

7.18.1 Regulations and Guidelines

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

7.18.2 Current Practice

Many tire shops and auto repair shops recycle the tires they replace (typically for a fee). Waste tires are also accepted at the Community Recycling Centers in Bridgeport, Rock Island, and Waterville for a fee and the Zacker Recycling Center, which is free of charge for County residents.

7.18.3 Planning Issues

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

7.19 Needs and Opportunities

The status of the recommendations made by the 2018 Plan can be found in Appendix E.

7.20 Alternatives and Evaluations

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

7.20.1 General Alternatives

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

- **Increased education:** Additional education for generators who are the sources of the waste stream could be conducted to promote safe handling and disposal practices.
- **Collection programs:** Additional or new collection programs could be developed or existing ones expanded to include additional materials or sources.
- **Product stewardship:** New product stewardship programs could be considered or supported to address specific waste materials.
- **Program funding:** The County could ensure that adequate funding is available to continue to implement successful special waste handling programs.

7.20.2 Construction and Demolition Debris Alternatives

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

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

Transportation costs can be a significant barrier, however, since the recovered materials typically have only a low monetary value.

The County could partner with the Habitat for Humanity Greater Wenatchee Area to salvage and divert recyclable materials received at the transfer stations. Materials that could be recycled and resold through the Habitat for Humanity ReStore could be set aside for pickup, or customers could be redirected to the Habitat for Humanity ReStore.

Contractors and homeowners could benefit from more information about the potentially hazardous materials that can be uncovered during demolition activities. Information could include proper handling and disposal as well as potential health impacts. Disposers of C&D waste can most easily identify potential hazards if they separate their demolished waste. Others can learn about the hazards they are being exposed to with County-provided brochures. Contractors and homeowners could be given a brochure when they apply for a permit.

Once diversion programs are established for C&D debris, Douglas County could pass an ordinance requiring contractors to recycle specific types of C&D materials such as clean wood, cardboard, metals, and reusable building materials.

7.20.3 Disaster Debris Management Alternatives

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

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

7.20.4 Evaluation of Alternative Strategies

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

7.21 Recommended Actions

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

- SW1) Continue to manage and recycle or dispose of special wastes through a cooperative effort with the Health District, waste haulers, transfer stations, landfills, the County, and Ecology.
- SW2) Monitor recycling opportunities for miscellaneous wastes, such as mattresses, carpet, and others, and implement programs as they become available and fiscally responsible.
- SW3) Ensure that adequate funding is available to continue current special waste handling programs and evaluate the need for additional funding as other special waste programs are implemented.
- SW4) Promote proper reuse, recycling, and disposal of C&D wastes.
- SW5) 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.
- SW6) Develop an internal plan for handling disaster debris in coordination with the Solid Waste Department, WM, Health District, and Douglas County Emergency Management Department.



CHAPTER 8.0 MODERATE-RISK WASTE

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8.0 Moderate-Risk Waste

8.1 Introduction

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

8.2 Background

This section provides a summary of MRW definitions, regulations and guidance, and Douglas County MRW facilities.

8.2.1 Definitions

MRW refers to materials that have the characteristics of and pose the same risks as hazardous wastes: they are flammable, corrosive, toxic, and/or reactive. State and federal laws do not regulate these wastes as hazardous wastes due to their relatively small quantities. MRW is regulated by WAC 173-350-360 under the authority of RCW 70A.300 and RCW 70A.205. MRW is defined as solid waste that is limited to conditionally exempt Small Quantity Generators (SQG) waste and household hazardous waste (HHW).

HOUSEHOLD HAZARDOUS WASTE

The Hazardous Household Substances List developed by Ecology is shown in Table 8-1. If generated in a residence, these products become HHW when discarded.

SMALL QUANTITY GENERATOR WASTE

Many businesses and institutions produce small quantities of hazardous wastes; the list is the same as for HHW (see Table 8-1). SQGs produce hazardous waste at rates of less than 220 pounds per month or per batch (or 2.2 pounds per month or per batch of extremely hazardous waste) and accumulate less than 2,200 pounds of hazardous waste (or 22 pounds of extremely hazardous waste) on site. Extremely hazardous wastes include certain pesticides and other poisons that are more toxic and pose greater risks than other HHW. SQGs are conditionally exempt from state and federal regulation, meaning that they are exempt only as long as they properly manage and dispose of their wastes.

Table 8-1. Hazardous Household Substance List				
Substance or Class of Substance	Flammable	Toxic	Corrosive	Reactive
Group 1: Repair and Remodeling				
Adhesives, Glues, and Cements	X	X		
Roof Coatings and Sealants		X		
Caulking and Sealants		X		
Epoxy Resins	X	X		X
Solvent-Based Paints	X	X		
Solvents and Thinners	X	X	X	X

Table 8-1. Hazardous Household Substance List				
Substance or Class of Substance	Flammable	Toxic	Corrosive	Reactive
Paint Removers and Strippers		X	X	
Group 2: Cleaning Agents				
Oven Cleaners		X	X	
Degreasers and Spot Removers	X	X	X	
Toilet, Drain, and Septic Cleaners		X	X	
Polishes, Waxes, and Strippers	X	X	X	
Deck, Patio, and Chimney Cleaners	X	X	X	
Solvent Cleaning Fluid	X	X	X	X
Household Bleach (>8% solution)			X	
Group 3: Pesticides				
Insecticides	X	X		
Fungicides		X		
Rodenticides		X		
Molluscides		X		
Wood Preservatives		X		
Moss Retardants		X	X	
Herbicides		X		
Fertilizers		X	X	X
Group 4: Auto, Boat, and Equipment Maintenance				
Batteries		X	X	X
Waxes and Cleaners	X	X	X	
Paints, Solvents, and Cleaners	X	X	X	X
Additives	X	X	X	X
Gasoline	X	X	X	X
Flushes	X	X	X	X
Auto Repair Materials	X	X		
Motor Oil		X		
Diesel Oil	X	X		
Antifreeze		X		
Group 5: Hobby and Recreation				
Paints, Thinners, and Solvents	X	X	X	X
Chemicals (including Photo and Pool)	X	X	X	X
Glues and Cements	X	X	X	
Inks and Dyes	X	X		
Glazes		X		
Chemistry Sets	X	X	X	X



Table 8-1. Hazardous Household Substance List				
Substance or Class of Substance	Flammable	Toxic	Corrosive	Reactive
Pressurized Bottled Gas	X	X		X
White Gas	X	X		X
Charcoal Lighter Fluid	X	X		
Batteries		X	X	X
Group 6: Persistent Bioaccumulative Toxins				
Mercury-Containing Products		X	X	
Lead-Containing Products		X		
E-Waste		X		
Polycyclic Aromatic Hydrocarbons		X		
Polychlorinated Biphenyl		X		
Group 7: Miscellaneous				
Ammunition	X	X	X	X
Asbestos		X		
Fireworks	X	X	X	X
Marine Aerial Flares	X	X		
Pharmaceuticals		X		
Non-Controlled Substances		X		
Sharps		X		
Personal Care Products	X	X	X	

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

8.2.2 Regulations and Guidance

MRW is regulated primarily by state and federal laws that govern proper handling and disposal of these wastes. A review of the recent regulatory changes affecting solid wastes and MRW is provided in Chapter 1.0 – Background, and the relevant details for MRW are repeated below.

MOVING WASHINGTON BEYOND WASTE AND TOXICS PLAN

Ecology released an updated waste and toxics reduction plan in 2021. Moving Washington Beyond Waste and Toxics focuses on reducing waste and toxics by adopting a sustainable materials management approach, which is also used by the EPA. This approach looks at the full life cycle of materials from design and manufacturing, through use, to disposal or recycling. The EPA believes that a sustainable materials management approach can help identify more sustainable ways to produce products that are less impactful to the environment. The vision of Moving Washington Beyond Waste and Toxics is as follows:

We can transition to a society where waste is viewed as inefficient, and where most wastes and toxic substances have been eliminated. This will contribute to economic, social and environmental vitality.

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

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

HAZARDOUS WASTE MANAGEMENT ACT (RCW 70A.300)

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

1. Waste reduction;
2. Waste recycling;
3. Physical, chemical, and biological treatment;
4. Incineration;
5. Solidification/stabilization/treatment; and
6. Landfill.

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

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

USED OIL

Washington State law (RCW 70A.205) requires local governments to manage used oil in conjunction with their MRW programs and to submit annual reports to Ecology.

MERCURY-CONTAINING LIGHTS PRODUCT STEWARDSHIP PROGRAM

Washington State rules (WAC 173-910) established a product stewardship program for mercury-containing lights. Producers of mercury-containing lights sold for residential use must finance and participate in the stewardship program. Counties can choose to have a collection site at their facilities, and retailers can also be designated collection sites for spent mercury-containing lights. Product stewardship program participants that accept mercury-containing light can be found at:

<https://www.lightrecycle.org/collection-site-locator/>

Additional information on Mercury-Containing Lights Product Stewardship can be found in Chapter 3.0 – Waste Reduction, Recycling, Education and Outreach, and CROP.

PAINT STEWARDSHIP

In 2019, SHB 1652 was approved by the state legislature to require producers of architectural paints sold in Washington State to participate in an approved paint stewardship program. PaintCare is the manufacturer’s stewardship organization that operates the statewide recycling program. The County participates in the PaintCare program and accepts paint at the Zacker Processing Center, Rock Island Community Recycling Center, Bridgeport Community Recycling Center, and Waterville Community Recycling Center. The County currently has a 10-gallon limit per visit.

8.3 Moderate-Risk Waste Generation

RCW 70A.300(1)(a) requires local governments to prepare hazardous waste management plans that contain an assessment of the quantities, types, generators, and fates of hazardous waste in each jurisdiction. This Plan serves to compile that data for Douglas County, and this chapter focuses on the MRW associated with HHW and SQG aspects/quantities of hazardous waste. The quantities, types, and fates of MRW in Douglas County are described in Section 8.4. The following subsections focus on the generators of this waste in Douglas County.

8.3.1 Hazardous Waste Inventory

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

DANGEROUS WASTE GENERATORS

Ecology records (latest data as of August 2022) show that 22 businesses and institutions in Douglas County are registered as hazardous waste generators and have reported the generation of waste. One business in Douglas County that is registered with the EPA or has a state identification number did not report generating hazardous waste in 2022.

REMEDIAL ACTION SITES

Ecology’s list of confirmed and suspected contaminated sites in Douglas County can be found at:

<https://apps.ecology.wa.gov/cleanupsearch/reports/cleanup/contaminated>

As of August 2023, there were 18 of these sites identified in Douglas County.

HAZARDOUS WASTE SERVICES (TRANSPORTERS AND FACILITIES)

Multiple private companies provide transportation and disposal services for a wide range of materials. The current list of these companies can be found at:

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Dangerous-waste-guidance/Dispose-recycle-or-treat/Hiring-a-contractor>

8.3.2 Inventory of Moderate-Risk Waste Generators

As stated above, MRW generators include HHW from local residents as well as SQG from local businesses and institutions. For residential sources in particular, products may be stored for several years before the resident determines that the material is no longer useful and takes it to an MRW facility. In addition, although quantities and types of MRW collected and shipped are tracked, it is unknown how many residents are recycling or disposing of wastes through drop-off programs and private collection services. Also unknown is the number of SQGs and large-quantity generators utilizing the services of private collection companies for their hazardous wastes.

8.4 Existing Conditions

This section describes existing programs that manage MRW in Douglas County.

8.4.1 Current Moderate-Risk Waste and Oil Programs

MRW COLLECTION

MRW in Douglas County has been collected primarily through collection events and drop-off programs. The following are available drop-off programs active in the County:



- Electronic waste is accepted through the E-Cycle Washington program. Additional information on this program can be found in Chapter 7.0 – Miscellaneous Wastes.
- Mercury-containing lights are accepted through the LightRecycle program.
- Paint is accepted through the PaintCare recycling program.
- The WSDA conducts agricultural chemical waste collection events in Eastern Washington on an as-needed basis. Participants must sign up in advance to bring in wastes, but there is no cost to participate.
- SQGs and large-quantity generators use the services of private companies that collect specific types of wastes, but little information is available on the amounts collected in this manner.

The County provides the following website to assist in finding HHW disposal and recycling options:

<https://www.douglascountywa.net/464/Recycle-Where>

PROCESSING, TRANSPORT, AND DISPOSAL

MRW has traditionally been processed, transported, and disposed of through collection events to be shipped off-site for recycling or disposal according to its WSDOT hazard classification (flammable, toxic, acid, corrosive, or reactive). MRW collected at these events is shipped to licensed hazardous waste treatment, storage, and/or disposal facilities. Table 8-2 provides the quantities of MRW processed, transported, and disposed of through collection events in 2021, 2022, and 2023.

Waste Type	2021	2022	2023
Acids	240	150	1
Antifreeze	1,200	1,200	110
Aerosols	630	701	4
Contaminated Oil	-	-	55
Flammable Gas	2,290	4,100	37
Flammable Liquids	1,917	868	605
Fluorescent Tubes	232	623	-
Oxidizers	67	60	5
Mercury Thermometers	-	18	-
Paint-Related Materials	-	22,550	-
Pesticide/Poison	9,824	7,000	47
Batteries (All types)	-	1,663	-
Other Materials/Non-Regulated	253	-	-
TOTAL (in pounds)	16,653	38,933	864

HHW EDUCATION

Due to funding constraints, Douglas County conducts only limited activities to educate residents about proper handling and disposal of HHW. Additional information can be found at:

<https://www.douglascountywa.net/436/Solid-Waste>

COMPLIANCE AND ENFORCEMENT

Compliance issues are handled by the Health District, which responds to complaints and other problems as they are identified. The Health District receives LSWFA grant funding for this purpose.

8.5 Status of Previous Recommendations

The status of the recommendations made by the 2018 Plan can be found in Appendix E.

8.6 Alternatives and Evaluations

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

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

The existing service gaps and other issues associated with these components are discussed below.

8.6.1 Household MRW Collection

In August 2023, the County began the process of locating a residential-use HHW facility at the County-owned Zacker Pit site. The proposed facility would consist of a 600-square-foot structure with the following attributes:

- Pre-engineered metal building structure with an external canopy area for customer drop-off use, capable of future expansion;
- Sealed concrete floor slab;
- Required fire suppression and ventilation systems with unit heaters; and
- Storage lockers and other equipment as required.



Figure 8.1 Conceptual HHW Facility

The project is currently scheduled to be issued as a design-build in 2024 with scheduled completion in late 2024–early 2025.

8.6.2 Public Education

HHW outreach efforts will be enhanced and increased, including distribution of flyers to households and businesses, at County facilities and on County websites. The County will utilize flyers/handouts available from Ecology and the Washington Toxic Coalition to distribute information to residents and businesses about MRW generation and proper disposal techniques. These efforts will be continued on an ongoing basis to reach new residents.

In addition, incorporation of the message into other programs that also benefit from HHW management could be considered. Other programs that have common objectives include programs that deal with storm water, ground water, municipal wastewater treatment, and on-site sewage system. Other facilities should also be participating in HHW messaging education, including the GWRL. By coordinating messaging with other resource protection and waste management programs, the message is repeated, and attention will be focused on multiple benefits of the higher-priority management practices. This coordination effort could be handled by existing County staff in conjunction with current and future promotion and educational activities (as described in Chapter 3.0 – Waste Reduction, Recycling, Education and Outreach, and CROP).

8.6.3 Business Technical Assistance

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

8.6.4 Business Collection

The County is currently directing businesses and institutions to contact private contractors for handling, recycling, and disposal of SQG wastes.

8.6.5 Compliance and Enforcement

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

8.6.6 Moderate-Risk Waste Plan Preparation

RCW 70A.300 requires local governments to prepare hazardous waste plans. The County has incorporated the hazardous waste plan update process into the Douglas County Solid Waste Management Plan update process to maintain compliance with the rule.

8.7 Recommended Actions

The following recommendations are made for moderate-risk waste:

- MRW1) Enhance the public education and outreach program for handling of MRW waste for households. Consider cross-sector avenues to enhance coordination with other County departments and waste handling and disposal facilities.
- MRW2) Complete construction and initiate operations of a permanent household MRW collection facility in 2024/2025 that accepts HHW from County residents. Consider implementation of HHW collection events, if needed, until the permanent household MRW collection facility is completed.
- MRW3) Continue to coordinate the schedule and process for updating the MRW Plan with the solid waste management plan (as is the current practice).



CHAPTER 9.0 ORGANICS

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9.0 Organics

9.1 Introduction

This chapter discusses existing organics management collection and handling methods in the County and participating cities and towns, identifies relevant planning issues, and develops and evaluates organics management strategies.

9.2 Background

This section provides information regarding regulations and guidance related to organics management.

9.2.1 Regulations and Guidance

Beginning in 1989, the Waste Not Washington Act (ESHB 1671) declared that waste reduction and recycling must become a fundamental strategy of solid waste management. To that end, RCW 70A.205 included a statement that encouraged the elimination of yard debris from landfills by 2012 in those areas where alternatives exist.

RCW 70A.205 also required that collection programs for yard debris be addressed in areas where there are adequate markets or capacity for composted yard debris within or near the service area.

In 2019, the Washington Legislature passed HB 1114, now codified as RCW 70A.205.715 to address food waste and wasted food in Washington. The law established a statewide food waste reduction goal, relative to 2015 levels, and required a subset of goals to focus on reducing the amount of edible food that is wasted. Ecology is required to establish baseline data and annually track progress toward the statewide food waste reduction goals and to develop and implement a food waste reduction plan, now titled the Use Food Well Washington Plan, which focuses on three key strategies:

4. **Prevention:** Prevent and reduce the amount of food that is wasted.
5. **Rescue:** Rescue edible food that would otherwise be wasted and ensure that the food reaches those who need it.
6. **Recovery:** Support productive uses of inedible food materials, including using them for animal feed, for energy production through anaerobic digestion, and for off-site or on-site management systems including composting, vermicomposting, and other biological systems.

The Use Food Well Washington Plan was completed in December 2021 and provides local governments with recommendations for best management practices to incorporate in local plans.

In addition, HB 1799 was enacted, which requires diversion of organic materials away from landfill disposal and directs them towards food rescue programs and organics management facilities. Highlights of HB 1799 include:

- Establishment of a 75 percent goal of reducing landfilling of organic materials by 2030 (relative to 2015 numbers).
- Requires Ecology to collaborate with a third-party consultant to evaluate the adequacy of local government solid waste management funding.
- Focuses on implementing required collection and management of organic waste from all residents and some businesses.
- Requires updated Comprehensive Solid Waste Management Plans that are developed, updated, or amended after July 1, 2024, to include an identification of priority areas for siting organic materials management facilities without overburdening communities.
- Requires cities and counties with a population greater than 25,000, and/or where curbside organics collection is offered in the jurisdiction, to develop a compost procurement ordinance and report compost procurement accomplished by January 1, 2023.
- Identify how much organic material is generated in the County and if capacity exists to manage that material.

9.2.2 Washington State Department of Agriculture Regulations

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

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

Douglas County is designated as a non-quarantined area by the WSDA, which allows the transportation of organics to permitted facilities outside of the County.

9.2.3 Douglas County Rules, Regulations, and Guidance

In July 2004, the County entered into a voluntary solid waste disposal host agreement with WM that included the establishment of a Universal Agricultural Pest Protocol procedure screening process to establish identification, risk assessment, control protocols, and appropriate monitoring methods necessary to control the introduction of agricultural pests associated with the importation of waste at the GWRL. Additional information on the Host Agreement can be found in Chapter 5.0 – Waste Transfer and Disposal.

The Douglas County SWAC has formed an Agricultural Technical Advisory Committee (TAC) to coordinate SWAC activities with the Chelan-Douglas Horticultural Pest and

Disease Board. The role of the Agricultural TAC is (1) to establish a screening process that will provide a reasonable level of protection to the agricultural community and (2) to make recommendations to the County in accordance with the Universal Agricultural Pest Protocol.

In August 2010, the County Board of Commissioners adopted Resolution C.E. 10-63 establishing Minimum Service Levels within the Unincorporated Urban Growth Areas of Greater East Wenatchee and Greater Rock Island and creating the Douglas County Yard Waste Collection Area. This gave residents living within the designated collection area the opportunity to voluntarily subscribe to curbside yard waste collection.

9.3 Existing Conditions

The sections below describe existing collection and processing activities for organic materials.

9.3.1 Yard Debris Collection Programs

WM provides every-other-week yard debris collection in East Wenatchee, Rock Island, and the Urban Growth Areas surrounding these municipalities. The collected yard debris is taken to the privately owned and operated Stemilt Compost Facility in Wenatchee for composting.

9.3.2 Home Composting

Douglas County encourages home composting of yard waste and food waste on its website. Information on home composting can be found at the Solid Waste Division comprehensive website:

<https://www.douglascountywa.net/464/Recycle-Where#!rc-cpage=643910>

9.3.3 Compost Facilities

There are currently no compost facilities operating within the County. Stemilt operates a green waste drop-off collection site within the City of Wenatchee, and Winton Manufacturing Compost Works operates a yard and wood waste drop-off collection site in Leavenworth (both sites located in Chelan County).

9.3.4 Compost Procurement Ordinances

The City of East Wenatchee and Douglas County have adopted compost procurement ordinances.

9.3.5 Organic Material Generation

Information on County organic waste stream composition and tonnage can be found in Chapter 2.0 – Waste Stream.

9.3.6 Christmas Tree Collection Program

Christmas tree collection programs have been offered in the County and participating municipalities as funding allows.

9.3.7 Business Organics Material Management Area

In 2023, the County notified Ecology of their request for exemption from the mandate for businesses to comply with the Business Organics Material Management Area (BOMA) as outlined in RCW 70A.205.545.

On October 11, 2023, Ecology responded to the County request for exemption, noting that they did not have enough information to grant an exemption for businesses to comply with the BOMA and that the following conditions have been met in the specific area identified in the BOMA:

- Businesses have access to year-round curbside food waste and organic materials collection, and these materials are delivered to an organics management facility such as a compost facility or anaerobic digester for processing.
- Capacity exists at these facilities to accept increased volumes of organic materials from businesses.

The County is currently considering options regarding exemption from the BOMA.

9.4 Status Of Previous Recommendations

The status of the recommendations made by the 2018 Plan can be found in Appendix E.

9.5 Alternatives and Evaluations

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

9.5.1 Organics Education

The County encourages home composting education on its website. As additional programs are established, such as a pilot food waste composting program or yard debris collection programs, educational materials outlining the benefits of these programs could be developed and distributed.

9.5.2 Evaluate Implementation of Curbside Recycling Services for Yard Waste and Food Waste

Curbside recycling programs and the availability of a composting facility for processing materials are essential elements to increase waste diversion efforts. There is currently no composting facility infrastructure located within the County that could accept the volume of yard and food waste that could potentially be collected through implementation of additional curbside collection programs.

In addition, the County adopted compost facility general requirements, which can be found in Douglas County Code 8.26, that require that:

- A. No composting facilities are permitted within two miles of an orchard or fruit processing facility.

- B. No green waste or compostable material is accepted from outside Douglas County.
- C. No green waste or compostable material is accepted from the Bridgeport Bar area.
- D. Secure containment of all compost material keeping it contained and secure from wind and extreme weather.
- E. All composting facilities will abide by the WSDA Apple Maggot Protocols.

Implementation of expanded yard waste and new food waste recycling programs would require evaluation and a substantial investment for a new composting facility, collection trucks, recycling carts, and staffing.

The County and City partners could undertake a study to determine the infrastructure necessary to implement additional yard waste and food waste collection and recycling programs. The County could also consider the potential for public-private partnerships to assist with the offset of costs for facility construction, maintenance, operations, and product marketing.

9.5.3 Food Waste

The County and participating municipalities could evaluate the potential for establishing food waste collection programs. The County could establish a pilot program in cooperation with the cities and the Chelan-Douglas Community Action Council or the Bridgeport Community Food Bank, and if successful, could consider expanding the program to serve more customers. The County should also consider implementation of strategies for education and outreach from the Use Food Well Washington Plan as they pertain to organics and food waste handling in the County system.

9.6 Recommended Actions

The following recommendations are made for organics:

- O1) Develop and distribute educational materials related to organics management as programs are established and implemented.
- O2) Advocate for adequate funding to be provided by the State of Washington to develop and implement programs for organics and food waste collection and recycling as required by RCW 70A.205.715 and HB 1799.
- O3) Consider initiating a study to determine program and infrastructure needs necessary for implementation of additional curbside yard waste and new food waste collection and recycling programs.
- O4) Evaluate a pilot food waste collection program for potential implementation based on participation and customer satisfaction and consider expanding the program as appropriate.
- O5) Consider developing a Christmas tree recycling pilot program to assess public interest and participation as funding becomes available.

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CHAPTER 10.0 ADMINISTRATION, FINANCING, AND ENFORCEMENT

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10.0 Administration, Financing, and Enforcement

10.1 Introduction

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

10.2 Background

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

10.3 Existing Conditions

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

10.3.1 Douglas County Solid Waste Department

The Washington State Solid Waste Management Act, RCW 70A.205, assigns local government the primary responsibility for managing solid waste. Solid waste handling, as defined in RCW 70A.205, includes the "management, storage, collection, transportation, treatment, utilization, processing, and final disposal of solid wastes, including the recovery and recycling of materials from solid wastes, the recovery of energy resources from solid wastes or the conversion of the energy in solid wastes to more useful forms or combinations thereof."

RCW 36.58 authorizes the County to develop, own, and operate solid waste handling facilities in unincorporated areas or to accomplish these activities by contracting with private firms. The County also has the authority and responsibility to prepare comprehensive solid waste management plans for unincorporated areas and for jurisdictions that agree to participate with the County in the planning process.

The County has entered into interlocal agreements with incorporated cities and towns prior to starting the Plan review, update, and adoption process. These agreements address the Plan participation.

The County exercises its solid waste responsibilities through the Solid Waste Department. The specific administrative functions performed include the following:

- Administering and staffing public education programs for waste reduction and recycling.
- Administering contracts.
- Maintaining the Plan as adopted in relation to public health, safety, and sanitation and providing regulations to govern the storage, collection, transfer, transportation, processing, use, and final disposal of solid waste by all persons in the County.
- Providing staff support for the SWAC.

Figure 10-1 illustrates the County Solid Waste Department organizational structure. The Solid Waste Department is staffed by the following: the Solid Waste Department Director; three full-time employees who handle recycling and illegal dump cleanup; one full-time employee who handles program coordination, education, and outreach activities; and one seasonal litter crew supervisor.

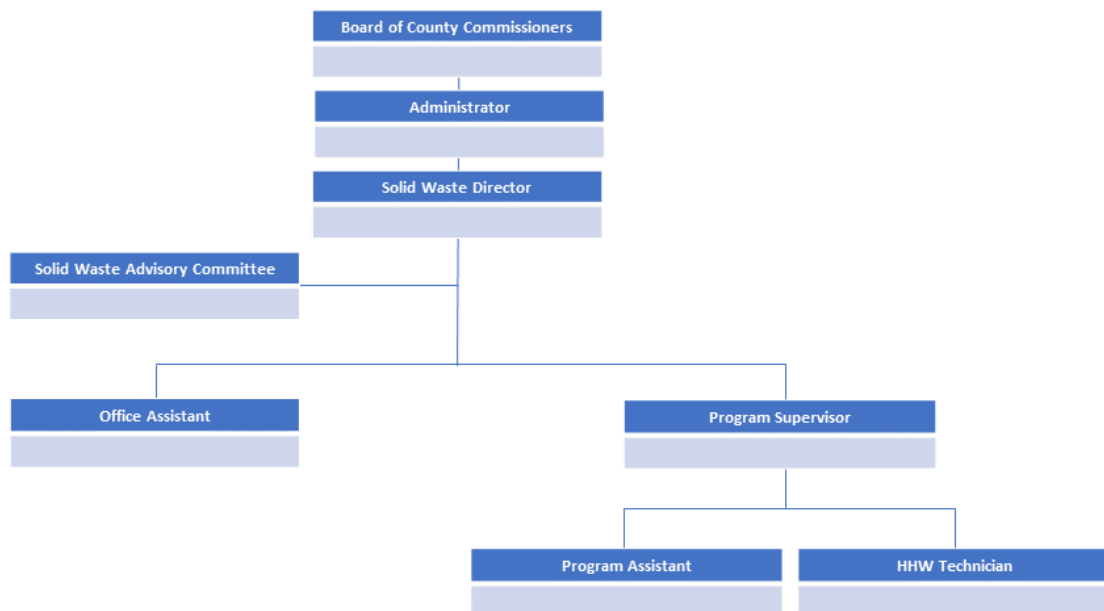


Figure 10-1. Douglas County Solid Waste Department Organizational Structure

The Solid Waste Department is funded by the fees collected from an assessment on curbside garbage collection in the unincorporated areas of the County and fees assessed under the Host Agreement with WM for the GWRL. The County also receives grant monies from Ecology for solid waste management planning activities, litter cleanup, and pilot projects. Table 10-1 shows the actual revenues and expenses for 2022.



Table 10-1. Douglas County Solid Waste Financial Information	
Revenue and Expense	2022 Actual
Beginning Fund Balance	\$595,563
Revenues	
Host Fee	\$144,884
Waste Hauler Fee	\$205,962
Grant Revenues	\$169,278
WSDOT Fee	\$134,096
Other Miscellaneous Revenues	\$17,886
Operating Transfer In	\$7,977
Total Revenues	\$680,083
Expenses	
Administration	(\$213,732)
Programs	(\$303,008)
Total Expenses	(\$516,740)
Total Ending Fund Balance/(Deficiency)	\$758,906

10.3.2 Douglas County Solid Waste Advisory Committee

Per RCW 70A.200, the Board of County Commissioners has appointed the SWAC to help develop solid waste handling programs and policies. The SWAC members are appointed through the Interlocal Agreements between the County and cities and towns, with additional members representing other interested groups appointed directly by the Board of County Commissioners. The SWAC consists of a minimum of 9 members and a maximum of 12 members, each with one vote, and membership is outlined in the bylaws to include citizens, public interest groups, businesses, the waste management industry, agriculture, and local elected officials. Additional information regarding the SWAC By-laws can be found in Appendix C.

10.3.3 Incorporated Cities

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

These five municipalities contract for collection programs, and three private haulers currently operate in the unincorporated areas of the County. Fees charged for these services in the unincorporated areas assist in covering expenses of the Solid Waste Department. Detailed information about solid waste collection in individual cities and towns and the unincorporated areas of the County are included in Chapter 4.0 – Solid Waste Collection.

10.3.4 Chelan-Douglas Health District

The Health District works with the public, cities, counties, and state agencies to develop and implement plans for the safe storage, collection, transportation, and final disposal of solid waste. The Health District works to ensure compliance with RCW 70A.205 and WAC 173-304 – Minimum Functional Standards for Solid Waste Facilities. The Health District is responsible for the following:

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

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

The Washington State Environmental Policy Act (SEPA), RCW 43.21C, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. In order to determine if an EIS is necessary, an environmental checklist must be completed. For this planning document, a SEPA checklist has been completed and is included as Appendix H.

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

The County Solid Waste Department will then request a meeting of the SWAC for the purpose of reviewing the permit application for conformance with the Plan. The SWAC will review the documents and will return its findings to the Health District, which will consider and include those findings in its final decision.

The Health District will forward such findings and comments, along with the SEPA checklist and permit application, to the Chelan-Douglas County Board of Health. Final approval or disapproval of the application shall rest with the Health District, which shall issue its approval/disapproval of the application within 90 days after its receipt, pursuant to RCW 70A.205.

10.3.5 Washington State Department of Ecology

RCW 70A.205 provides for a comprehensive, statewide solid waste management program and assigns primary responsibility for solid waste handling to local governments. This regulation gives each county, in cooperation with its cities, the task of setting up a coordinated solid waste management plan that places an emphasis on

waste reduction and recycling programs. Enforcement and regulatory responsibilities are assigned to cities, counties, or jurisdictional health departments (like the County Health Department), depending on the specific activity and local preferences, but Ecology issues permits for land application of biosolids.

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

The Model Litter Control and Recycling Act (RCW 70A.205) prohibits depositing garbage on any property not properly designated as a disposal site. There is also a “litter fund” that has been created through a tax levied on wholesale and retail businesses, and the monies from this fund are being used for education, increased litter cleanup efforts, and contracts to eligible county entities for illegal dump cleanup activities.

Under the Model Toxics Control Act (MTCA) (RCW 70A.300), grants are available to local governments for solid waste management plans and programs, hazardous waste management plans and programs, and remedial actions to clean up existing hazardous waste sites. Solid and hazardous waste planning and programs are funded through the Local Solid Waste Financial Assistance Grants program administered by Ecology’s Solid Waste and Financial Assurance Program. The state rule that governs this program is WAC 173-312 – Local Solid Waste Financial Assistance.

10.3.6 Washington Utilities and Transportation Commission

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

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

The WUTC requires certificate holders to provide the minimum levels of solid waste collection and recycling services established by a local solid waste management plan and enacted through an ordinance. Solid waste companies operating in the

unincorporated areas of a county must comply with the local solid waste management plan (RCW 81.77.040).

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

This Plan contains a cost assessment (see Appendix I) prepared according to the *WUTC Cost Assessment Guidelines for Local Solid Waste Management Planning* (WUTC October 2019). RCW 70.95.096 grants the WUTC 45 days to review the Plan's impact on solid waste collection rates charged by solid waste collection companies regulated under RCW 81.77 and to advise the County and Ecology of the probable effects of the Plan's recommendations on those rates.

10.3.7 United States Environmental Protection Agency

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

10.4 Status of Previous Recommendations

The status of the recommendations made by the 2018 Plan can be found in Appendix E.

10.5 Alternatives and Evaluations

Existing service gaps and other issues connected to administration, financing, and enforcement components of solid waste management are discussed below.

10.5.1 Long-Term Funding Needs

Financial resources are necessary to provide for the continuation of recycling and hazardous waste diversion and education programs; for repairs, maintenance, and construction of solid waste facilities; and for compliance with new and more stringent rules and regulations governing solid waste management. These resources may be provided by taxes, solid waste tipping fees, grants, or any combination of these sources.

Solid waste funding for recycling, MRW, and educational programs in the County are currently reliant on LSWFA grant funding, the fee assessed on the unincorporated curbside collection of garbage and the Host Agreement with WM for the GWRL. Additional funding options (grouped by category) and the associated implementation entities are provided in Table 10-2.



Table 10-2. Potential Funding Methods for Solid Waste Management				
Possible Funding Methods	Potential Implementation Entity			
	City	County	State	Private Sector
User Fees, Rates, Surcharges				
1. Cost-of-Service-Based Rates	X	X		X
2. Other Volume-Based Rates	X			X
3. Fixed Per-Customer Service Rates	X			X
4. Collection Rate Surcharges	X			
5. Planning Fees		X		
6. Weight or Volume-Based Disposal Fees	X	X		X
7. Fixed Per-Customer Disposal Fees	X	X		X
8. Disposal Surcharges	X	X		
Taxes				
9. MTCA Funds, Hazardous Substance Tax		(x)	X	
10. State Litter Tax		(x)	X	
11. Disposal District Excise Tax		X		
12. Mandatory Collection		X		
13. Franchise Fees	X		X	
Other				
16. Enforcement Fines/Penalties		X		
17. Sales of Recyclable Materials	X	X		X
18. Recycling Fees/Charges	X	X		X
19. Sales of Recovered Energy	X	X		X
20. Utility Tax	X			
21. General Fund Revenues	X	X		
22. Bond Financing		X		(x)
23. Public Works Assistance Account ¹	X	X		

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

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

10.5.2 Collection and Disposal Districts

RCW 36.58 – Solid Waste Disposal, establishes the counties’ rights and responsibilities regarding solid waste management, including the authority to establish solid waste disposal districts. The authority to establish solid waste collection districts is provided in RCW 36.58A. Either district type can include the incorporated areas of a city or town only with the city’s consent. A solid waste district (for collection or disposal) could centralize functions that are now handled by a variety of county and city agencies, but it may be difficult to develop a consensus on the formation and jurisdiction of either type of district. Either type of district may be able to alleviate illegal dumping and other problems through the institution of mandatory garbage collection (for a collection district only) and different financing structures.

The establishment of a solid waste collection district that can act in a similar capacity is allowed by RCW 36.58A. A collection district can be created following the adoption of a SWMP; however, a collection district does not appear to possess taxing authority. According to RCW 36.58A.040, the revenue-generating authority of a collection district is limited.

A solid waste disposal district is a quasi-municipal corporation with taxing authority set up to provide and fund solid waste disposal services. A disposal district has the usual powers of a corporation for public purposes, but it does not have the power of eminent domain. A county legislative authority (i.e., the Board of County Commissioners) would be the governing body of the solid waste disposal district.

RCW 36.58.130 allows the creation of a disposal district to provide for all aspects of solid waste disposal. This includes processing and converting waste into useful products, but specifically does not allow the collection of residential or commercial garbage. A disposal district may enter into contracts with private or public agencies for the operation of disposal facilities and then levy taxes or issue bonds to cover the disposal costs. Thus, a disposal district established in the County could assess each resident or business (in incorporated areas only with the city’s approval) a pro rata share of the cost of disposal. This could help discourage illegal dumping by covering at least part of the disposal cost through mandatory payments so that the additional expense for proper disposal would be lower than it is currently. In other words, the assessment by the disposal district would be paid regardless of where the resident or business dumped the waste or whether it was self-hauled or transported by a commercial hauler, and the latter two options would be less expensive by the amount of disposal costs already paid.

RCW 36.58.140 states that a disposal district may “collect an excise tax on the privilege of living in or operating a business in the solid waste disposal taxing district, provided that any property which is producing commercial garbage shall be exempt if the owner is providing regular collection and disposal.” The disposal district has a powerful taxing authority since it may attach a lien to each parcel of property in the district for delinquent taxes and penalties, and these liens are superior to all other liens and encumbrances except property taxes.

The funds obtained by a disposal district tax may be used “for all aspects of disposing of solid wastes...exclusively for district purposes” (RCW 36.58.130). Potential uses include:

- Cleanup of roadside litter and solid wastes illegally disposed of on unoccupied properties within the district.
- Public information and education about waste reduction and recycling.
- Defraying a portion of the cost of disposal.
- Subsidizing waste reduction/recycling activities.
- Subsidizing the MRW Facility and collection events.
- Closure and post-closure costs for landfills and for other solid waste facilities.
- Solid waste planning.

10.5.3 Staffing

Adequate funding should be provided to maintain and/or increase staff at county and city/town levels, as needed, for the primary responsibility for solid waste management and for the Health District to monitor, permit, and enforce solid waste facilities and programs.

10.5.4 Permit Review

The SWAC should be included in the review of all new solid waste facility permit requests within the County, although final approval shall continue to reside with the jurisdictional Health District. Such permit requests, after review by the SWAC, will be forwarded to the Health District with comments. This review will ensure adherence to the Plan, RCW 70A.205.

10.6 Recommended Actions

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

- AE1) Consider pursuing some of the additional funding strategies listed in Table 10-2 that can be implemented by the County directly and independently from other alternatives.
- AE2) Provide adequate funding to maintain or increase staff at county and city/town levels, as needed.
- AE3) Continue to adopt interlocal agreements between the County and the cities and towns to promote consistent service and funding levels for management of the solid waste programs.
- AE4) Consider the adoption of a solid waste collection or disposal district to ensure that adequate funding is collected for implementation and management of solid waste programs.

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CHAPTER 11.0 IMPLEMENTATION PLAN

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11.0 Implementation Plan

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

11.1 Recommended Strategies, Implementation Schedule, and Budget

The recommendations made in previous chapters of this Plan are repeated below for convenient reference. Table 11-1 provides the approximate budget for Plan recommendations that incur additional costs above and beyond current status quo costs and programs, proposed implementation schedule, and primary responsibility. More details about specific recommendations can be found in the respective chapters.

Table 11-1. Summary of Recommendations, Implementation Schedule, and Budget			
Recommendation	Implementation Responsibility	Projected Implementation Costs	Implementation Schedule
3.0 Waste Reduction, Recycling, Education and Outreach, and CROP			
WRR1) Expand and refresh educational materials for waste reduction and recycling programs and options.	County, Cities, and Waste Haulers	\$25,000	2024–2029
WRR2) Update and expand on digital education through websites, social media, and newsletters.	County, Cities, and Waste Haulers	\$20,000	2024–2029
WRR3) Adopt the updated list of designated materials and maintain it through periodic review and updates.	County	\$0	Ongoing
WRR4) Continue the operations of the Community Recycling Centers and the County rural drop-off program if feasible and cost effective.	County and Cities	\$0	Ongoing
WRR5) Focus recycling and diversion efforts on waste streams that represent significant tonnage disposed of and coordinate messaging and efforts to reduce contaminants on materials recycled.	County, Cities, and Waste Haulers	\$0	Ongoing
WRR6) Support private sector programs, forums, or other methods, such as existing reuse and reusable materials exchange programs, to facilitate material exchanges.	County, Cities, Private Industry, Commercial and Businesses, and Stakeholders	\$0	Ongoing
WRR7) Work cooperatively with County, city, and hauler staff to create and implement recycling contamination reduction campaigns for curbside and drop-box and Community Recycling Center recycling programs.	County, Cities, and Waste Haulers	\$25,000	2024–2029

Table 11-1. Summary of Recommendations, Implementation Schedule, and Budget			
Recommendation	Implementation Responsibility	Projected Implementation Costs	Implementation Schedule
WRR8) Maintain and update the CROP as needed during this Plan cycle.	County and Cities	\$0	Ongoing
4.0 Solid Waste Collection			
SWC1) Cities and towns should regularly review collection contracts to confirm compliance with the Plan. The County should develop a checklist for the cities and towns to use.	County and Cities	\$1,500	2025 then Ongoing
SWC2) The County should continue to assess the fee on solid waste collection companies operating in the unincorporated areas of the County.	County	\$0	Ongoing
SWC3) Coordinate residential and commercial curbside collection programs with recycling program recommendations as implemented.	County, Cities, and Waste Haulers	\$0	Ongoing
5.0 Waste Transfer and Disposal			
WTD1) MSW generated in the County and not recycled should continue to be disposed of at GWRL.	County and Cities	\$0	Ongoing
WTD2) The County should continue to monitor and track waste importation and exportation to ensure compliance with the Host Agreement and Universal Pest Protocol Procedures.	County	\$0	Ongoing
WTD3) The County may consider locating a transfer station/drop-box site for acceptance of self-haul waste.	County	TBD if Implemented	Ongoing
WTD4) The County and WM should continue to work cooperatively to ensure that the agreements for importation of waste to GWRL meet the requirements of the Douglas County Waste Importation Ordinance.	County and WM	\$0	Ongoing
6.0 Energy Recovery			
ER1) The County will monitor developments and progress in waste processing and conversion technologies in the event that current conditions change.	County	\$0	Ongoing
7.0 Miscellaneous Wastes			
MW1) Continue to manage and recycle or dispose of special wastes through a cooperative effort with the Health District, waste haulers, transfer stations, landfills, the County, and Ecology.	County, Cities, Health District, Waste Haulers, Facility Owners, and Ecology	\$0	Ongoing



Table 11-1. Summary of Recommendations, Implementation Schedule, and Budget

Recommendation	Implementation Responsibility	Projected Implementation Costs	Implementation Schedule
MW2) Monitor recycling opportunities for miscellaneous wastes, such as mattresses, carpet and others, and implement programs as they become available and fiscally responsible.	County, Cities, and Waste Haulers	\$0	Ongoing
MW3) Ensure that adequate funding is available to continue current special waste handling programs and evaluate the need for additional funding as other special waste programs are implemented.	County, Cities, and Waste Haulers	\$0	Ongoing
MW4) Promote proper reuse, recycling, and disposal of C&D wastes.	County, Cities, and Waste Haulers	\$0	Ongoing
MW5) 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.	County and Cities	\$0	Ongoing
MW6) Develop an internal plan for handling disaster debris in coordination with the Solid Waste Department, WM, Health District, and Douglas County Emergency Management Department.	County	\$50,000	2025
8.0 Moderate-Risk Waste			
MRW1) Enhance the public education and outreach program for handling of MRW waste for households. Consider cross-sector avenues to enhance coordination with other County departments and waste handling and disposal facilities.	County, Cities, and Waste Haulers	\$25,000	2024–2029
MRW2) Complete construction and initiate operations of a permanent household MRW collection facility in 2024/2025 that accepts HHW from County residents. Consider implementation of HHW collection events, if needed, until the permanent household MRW collection facility is completed.	County	\$750,000	2024–2025
MRW3) Continue to coordinate the schedule and process for updating the MRW Plan with the solid waste management plan (as is the current practice).	County	\$0	Ongoing
9.0 Organics			
O1) Develop and distribute educational materials related to organics management as programs are established and implemented.	County, Cities, and Waste Haulers	\$15,000	2024–2029

Table 11-1. Summary of Recommendations, Implementation Schedule, and Budget			
Recommendation	Implementation Responsibility	Projected Implementation Costs	Implementation Schedule
02) Advocate for adequate funding to be provided by the State of Washington to develop and implement programs for organics and food waste collection and recycling as required by RCW 70A.205.715 and HB 1799.	Ecology	\$0	Ongoing
03) Consider initiating a study to determine program and infrastructure needs necessary for implementation of additional curbside yard waste and new food waste collection and recycling programs.	County, Cities, and Waste Haulers	\$50,000	2025
04) Evaluate a pilot food waste collection program for potential implementation based on participation and customer satisfaction and consider expanding the program as appropriate.	County, Cities, and Waste Haulers	\$25,000	2025
05) Consider developing a Christmas tree recycling pilot program to assess public interest and participation as funding becomes available.	County, Cities, and Waste Haulers	\$5,000	2025
10.0 Administration, Financing, and Enforcement			
AE1) Consider pursuing some of the additional funding strategies listed in Table 10-2 that can be implemented by the County directly and independently from other alternatives.	County and Cities	\$0	Ongoing
AE2) Provide adequate funding to maintain or increase staff at County and city/town levels, as needed.	County and Cities	\$0	Ongoing
AE3) Continue to adopt interlocal agreements between the County and the cities and towns to promote consistent service and funding levels for management of the solid waste programs.	County and Cities	\$0	Ongoing
AE4) Consider the adoption of a solid waste collection or disposal district to ensure that adequate funding is collected for implementation and management of solid waste programs.	County and Cities	\$0	Ongoing
Total		\$991,500	

11.2 State Environmental Policy Act

Ecology requires that the potential impacts of this Plan be evaluated according to the SEPA process. The SEPA checklist has been prepared to fulfill that requirement and is included as Appendix H. The SEPA checklist is a “non-project proposal” intended to

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

Douglas County issued a determination of non-significance that the recommendations in the Plan will not have a probable significant adverse impact on the environment. A copy of this determination is included as Appendix H.

11.3 Twenty-Year Implementation Program

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

The current process of funding solid waste programs through grants, solid waste hauler fees, the GWRL host fee, administration and implementation fees, and GRWL and other facility permit fees provides adequate funding. If, in the future, it becomes advisable to seek additional sources of funding, Chapter 10.0 – Administration, Financing, and Enforcement provides a list of potential funding sources.

11.4 Draft Plan Review

Douglas County provided the draft 2024 Plan for review to stakeholders. Comments were received from Ecology, WSDA, WUTC, and stakeholders. Comments received and County responses to those comments are included as Appendix H.

11.5 Procedures for Amending the Plan

The Solid Waste Management-Reduction and Recycling Act (Chapter 70A.205 RCW) requires local governments to maintain their solid waste plans in current condition. Plans must be reviewed and revised, if necessary, at least every 5 years. This Plan should be reviewed in 2029. Before that time, the Plan can be kept in current condition through amendments. An “amendment” is defined as a simpler process than a revision. If there is a significant change in the solid waste system, however, a revision may be necessary before the 5-year period is done.

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

If the Solid Waste Director determines that the petition warrants further consideration, the petition will be referred to the SWAC for review and recommendation. The Solid Waste Director will draft the proposed amendment together with the SWAC. Whether the proposed amendment has been initiated by the County or an outside party, the proposed

amendment must be submitted to the legislative bodies of all participating jurisdictions and Ecology for review and comment. Adoption of the proposed amendment will require the concurrence of all affected jurisdictions.

The Solid Waste Director may develop reasonable rules for submitting and processing proposed plan amendments and may establish reasonable fees to investigate and process petitions. All administrative rulings of the Solid Waste Director may be appealed to the Board of County Commissioners.

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

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

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



Douglas County Solid Waste and Hazardous Waste Management Plan For Years 2024–2029 Appendices

Douglas County, Washington



February 2024



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Appendix A: Interlocal Agreements

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**INTERLOCAL AGREEMENT RE: SOLID WASTE TRANSFER STATION
BETWEEN OKANOGAN COUNTY AND DOUGLAS COUNTY**

This Agreement is made and entered into on this day by and between Okanogan County, a political subdivision of the State of Washington, and Douglas County, a political subdivision of the State of Washington.

WHEREAS, Okanogan County and Douglas County are each authorized and directed by Chapter 70A.205 RCW to adopt a Comprehensive Solid Waste Management Plan, and are further authorized by Chapter 39.34 RCW to enter into an Interlocal Agreement for the administration and implementation of said plan; and

WHEREAS, Okanogan County owns and operates a solid waste transfer station in the Bridgeport Bar area of Douglas County (the Bridgeport Bar transfer station) at which Okanogan County accepts waste produced or generated in Douglas County (Douglas County solid waste); and

WHEREAS, Okanogan County and Douglas County desire to memorialize the terms and conditions under which Okanogan County may accept Douglas County solid waste at the Bridgeport Bar transfer station.

NOW, THEREFORE, Okanogan County and Douglas County agree as follows:

Section 1. Authority

The parties to this Agreement each possess the power and authorization under Chapter 39.34 RCW, being entitled the "Interlocal Cooperation Act," to acquire or lease land for solid waste disposal purposes, to acquire and construct facilities, and to operate and maintain such facilities for the collection and disposal of solid waste.

Section 2. Purpose

The purpose of this Agreement is to provide for the terms and conditions under which Okanogan County may accept, recycle and/or dispose of Douglas County solid waste at the Bridgeport Bar transfer station.

Section 3. Okanogan County May Accept Waste

Okanogan County may accept and recycle Douglas County solid waste at the Bridgeport Bar transfer station, as authorized by state and local permitting authorities, so long as the transfer station recycling program meets or exceeds the recycling requirements of the Douglas County Comprehensive Solid Waste Management Plan.

Section 4. Organization

No separate legal or administrative agency is created by this Agreement.

Section 5. Financing

Okanogan County shall be solely responsible for providing and paying for capital facilities and equipment acquired by Okanogan County for the Bridgeport Bar transfer station and for related maintenance and operation expenses.

Section 6. Accounting

Okanogan County shall maintain records of all Douglas County solid waste accepted at the Bridgeport Bar transfer station, including transfer station recycling and disposal operations, and provide reports to the Director of the Douglas County County-wide Solid Waste Program.

Section 7. Property

No personal or real property is jointly owned or will be jointly acquired.

Section 8. Term

The initial term shall be five years, after which this Agreement shall be automatically renewed from year-to-year unless a party provides notice of non-renewal to the other party.

Section 9. Rescission or Termination

This Agreement may be rescinded and all obligations herein terminated only by written consent of both parties hereto; UNLESS a party has materially breached this Agreement as determined by a neutral arbitrator. The party alleging breach shall provide notice to the other party within 20 calendar days of the event(s) giving rise to the alleged breach, and shall allow the other party 60 calendar days from the date of notice to comply with the terms of this Agreement, or longer if agreed by the parties. If the breaching party has not complied within the 60 day period, or an agreed later date, this Agreement shall terminate.

As a condition precedent to termination of this Agreement, the party considering termination shall engage in good faith discussions with the other party to this Agreement in an effort to identify and reach resolution of any issues or concerns of the parties that are the motivation to consider termination. This Agreement may only be unilaterally terminated by a party if these good faith discussions are unsuccessful in resolving the identified issues and/or concerns.

Section 10. Amendments

Amendments to this Agreement shall only be made by written agreement of both Okanogan County and Douglas County.

Section 11. Miscellaneous

- a. No waiver by either party of any term or condition of this Interlocal 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 of a different provision of this Agreement.
- b. No other person or entity shall be entitled to be treated as a third-party beneficiary of this



Agreement.

- c. The effective date of this Agreement is the date the last agreeing party affixed its signature.

Section 12. Indemnity

To the fullest extent permitted by law, Okanogan County agrees to indemnify, defend and hold Douglas County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of Okanogan County, its employees, agents or volunteers or Okanogan County's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with the ownership and operation of the Bridgeport Bar transfer station; or 3) are based upon use, presence upon or proximity to the Bridgeport Bar transfer station. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of Douglas County. This indemnification obligation of the Okanogan County shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Okanogan County hereby expressly waives any immunity afforded by such acts.

Section 13. Dispute Resolution

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through negotiations between the parties or their designees, and if negotiations are unsuccessful to submit any dispute, controversy or claim arising out of or relating to this Agreement to arbitration in conformity with the provisions of RCW 7.04. The party demanding arbitration shall serve upon the other party, personally or by certified mail, return receipt requested, a written notice demanding arbitration. Each party shall select an arbitrator and the initial two arbitrators shall pick a third arbitrator, unless all parties can agree on a single arbitrator. The parties agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. Each party shall its own attorney's fees and costs.

Any arbitration proceeding commenced to enforce or interpret this Agreement shall be brought within one year after the initial occurrence giving rise to the claim, dispute or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute or issue was continuing in nature. Claims, disputes or issues arising more than one year prior to a written request or demand for arbitration issued under this Agreement are not subject to arbitration.

Section 14. Entire Agreement

This Contract constitutes the entire agreement between Okanogan County and Douglas County and supersedes any prior negotiations or agreements either written or oral.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized governing authorities as of the day and year last signed.

DATED at Waterville, Washington this ___ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON**

Dan Sutton, Chair

ATTEST:

Kyle Steinburg, Vice Chair

Carlye Baity, Clerk of the Board

Marc Straub, Member

DATED at Okanogan, Washington this ___ day of _____, 2023

APPROVED AS TO FORM:

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

Esther Milner, Deputy Prosecutor

Chris Branch, Chair

ATTEST:

Andy Hover, Vice Chair

Laleña Johns, Clerk of Board

Jon Neal, Member



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
47 adopted by the Lead Agency.

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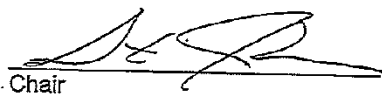
WITHDRAWAL:

A Participating Jurisdiction may withdraw as a party to this Agreement by providing not less than one year's prior written notice to the other Participating Jurisdictions. The effective date of withdrawal shall be December 31 of the budget year following the date the notice of withdrawal is provided to the other Participating Jurisdictions. The Participating Jurisdictions agree: (1) that withdrawal will not absolve a withdrawing 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 the effective date of withdrawal, a withdrawing jurisdiction shall submit to the SWAC how it intends on meeting its planning obligation under RCW 70.95.080.

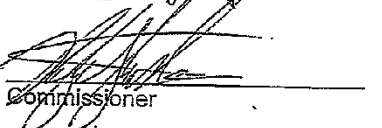
All other terms and conditions of the Countywide Solid Waste Interlocal Agreement not amended by this Agreement are hereby confirmed and shall remain in full force and effect.

Adopted: 10-24-17

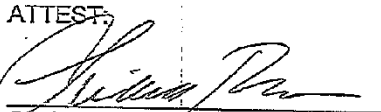
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BOARD OF COUNTY COMMISSIONERS

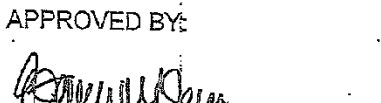

Chair



Vice Chair


Commissioner



ATTEST:

Clerk of the Board

APPROVED BY:

Prosecuting Attorney


Administrator
Countywide Solid Waste Program Office



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CITY OF BRIDGEPORT
Donna Bonkin
Mayor

CITY OF EAST WENATCHEE

Mayor

CITY OF ROCK ISLAND

Mayor

TOWN OF MANSFIELD

Mayor

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CITY OF BRIDGEPORT

Mayor

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27 *Shawana Christensen*
28 City Clerk
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CITY OF EAST WENATCHEE
[Signature]
Mayor

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CITY OF ROCK ISLAND

Mayor

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TOWN OF MANSFIELD

Mayor



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APPROVED AS TO FORM:

Prosecuting Attorney

Adopted: _____

ATTEST: _____

City Clerk

Adopted: _____

ATTEST: _____

City Clerk

Adopted: 7-11-17

ATTEST: _____

City Clerk

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ATTEST: _____

CITY OF BRIDGEPORT

Mayor _____

CITY OF EAST WENATCHEE

Mayor _____

CITY OF ROCK ISLAND

Mayor

TOWN OF MANSFIELD

Mayor _____

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Lucia Sims
Town Clerk

Adopted: 10/10/17

TOWN OF WATERVILLE

ATTEST:

Mayor

Town Clerk

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Appendix B: Resolution of Adoption

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Appendix C: SWAC Information

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DOUGLAS COUNTY SOLID WASTE COUNCIL AND ADVISORY COMMITTEE



MEMBERS MANUAL

DOUGLAS COUNTY

**SOLID WASTE COUNCIL AND
ADVISORY COMMITTEE**

MEMBERS MANUAL

July 2023

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

- 2 -



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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 recommendations 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 so that it can administer and implement the joint City-County SWMP and the Douglas County SWAC approved Douglas County Solid Waste Program.

RPA Interlocal Agreement

On October 24, 2017, the Participating Jurisdictions entered into a *Douglas County 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 Douglas County 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.

Authority and Responsibility

The responsibility of the Douglas County SWAC is advisory only and has 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 County Solid Waste 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 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 Director. It is the responsibility of the Solid Waste Council to evaluate the effectiveness of the Solid Waste Program Office and its 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 Jurisdiction 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 semi-annually. 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 present 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 minimum 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, 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.

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 affect 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 Comprehensive Solid Waste Management Plan*;
- (2) Oversee the administration and implementation of the Douglas County Solid Waste Program budget;
- (3) Oversee the administration and management of the Douglas County Solid Waste Program Office;
- (4) Annually evaluate the Solid Waste Program Director's job performance;
- (5) Review and approve all Douglas County Solid Waste Program policy issues from recommendation of the Douglas County SWAC;
- (6) Review and approve all Douglas County Solid Waste Program financial issues from recommendation of the Douglas County SWAC;
- (7) Review and approve all amendments or revisions to the *Douglas County SWAC Members Manual* from recommendation of the Douglas County SWAC;
- (8) Establish annual Goals & Objectives for the Douglas County 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 TACs to review and research specific issues, which come before them.

Specific TACs 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. TACs shall carry out the review of an assigned issue and shall initiate research, scoping, consultation, compliance and regulatory review when necessary.

TACs 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 TACs are to look at issues solely on 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 responsibly to accept, modify or reject the findings and make recommendations to the Solid Waste Council. The only exception to this would be the Agricultural Technical Advisory Committee which must comply with the Douglas County Universal Agricultural Pest Protocol Procedures. See section below.

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 present 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 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 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 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 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 GWRLF 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.

DOUGLAS COUNTY SOLID WASTE OFFICE

In addition to facilitating the needs of the Douglas County SWAC, the Douglas County 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 matter related to administration, personnel management, financial management and legal responsibility;
- (2) Provide technical assistance in the preparation, review, and revision of the *Douglas County Comprehensive Solid Waste Management Plan*;
- (3) Assist the Participating Jurisdictions with the implementation of their programs as identified within the *Douglas County Comprehensive Solid Waste Management Plan*;
- (4) Initiate, conduct, and support research, demonstration projects, and coordinate programs pertaining to the *Douglas County Comprehensive Solid Waste Management Plan*;
- (5) Administer and implement the Douglas County Solid Waste Program as outlined in the adopted *Douglas County Comprehensive Solid Waste Management Plan*;
- (6) Administer and implement the Douglas County 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 appraised 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 D:
County Minimum Level of Service Ordinance

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**MINIMUM SERVICE LEVELS ORDINANCE
NUMBER 95-ORD-01B**

PURPOSE

It is the purpose of this Ordinance to establish minimum service levels to be provided to all incorporated and unincorporated Douglas County residential and nonresidential waste generators as specified within RCW 70.95.092. The *Minimum Service Levels Ordinance* is to be utilized by the incorporated cities and towns as the Minimum Service Levels to be negotiated into their solid waste collection and disposal contracts. Where as for unincorporated Douglas County the *Minimum Service Levels Ordinance* is to be utilized by the Washington Utilities and Transportation Commission (WUTC) to assist them in establishing certified solid waste collection companies rates that are fair, just, reasonable and sufficient as required in Chapter 81.77.RCW. Nothing within the adopted *Minimum Service Levels Ordinance* is intended to be in conflict with the established regulations, rules, guidelines and orders of the WUTC. In the event of conflict between this *Minimum Service Levels Ordinance* and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

DEFINITIONS

Unless the context clearly requires otherwise, the following definitions shall apply throughout this *Minimum Service Levels Ordinance*.

“Certified Solid Waste Collection Company” 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.

“Collection Equipment” means an all metal water-tight, completely enclosed packer and/or container unit that are designed and manufactured for the collection of non-hazardous solid waste and are capable of servicing residential, commercial and industrial customers.

“Collection Containers” means any appropriate sized collection container which meet the requirements of the Provider and shall be of such design as can be served by the Provider’s collection equipment.

“Collection Vehicle” means any WUTC approved solid waste collection vehicle utilized by the Provider to collect, transport and dispose of non-hazardous solid waste within Douglas County.

“Commercial Customer” means any multi-family residential customer or non-residential commercial or industrial customer.

“Community Clean-Up Program” means a residential non-hazardous solid waste collection program which allows residential customers an opportunity to dispose of their unwanted, damaged, or discarded non-hazardous solid wastes.

“Community Drop-Off Recycling Program” means a source-separated recycling program where individuals deposit designated recyclables for collection.

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

“Community Recycling Stations” means the portable metal recycling containers provided by the certified solid waste collection companies to facilitate a community recycling program.

“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.

“Department” means the Douglas County Solid Waste Program Office.

“Designated Recyclables List” means the list of designated recyclable materials identified each year by the Douglas County Solid Waste Advisory Committee (SWAC).

“Designated Recyclables” means those non-hazardous 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 Comprehensive Solid Waste Management Plan*” means the adopted countywide solid waste management plan required by RCW 70.95.

“Jurisdictions” means the incorporated cities of Bridgeport, East Wenatchee and Rock Island, the incorporated towns of Mansfield and Waterville and unincorporated Douglas County.

“Local Markets” means recycling markets for designated recyclables that are available locally.

“Non-Residential Commercial Recycling Program” means a source-separated recycling program where non-residential commercial customers deposit designated recyclables for collection.

“Provider” means the WUTC certified solid waste collection companies providing non-hazardous solid waste collection service within Douglas County.



“Recycling Collection Containers” means the container provided by the certified solid waste collection company to its customers to facilitate the collection of the designated recyclables.

“Reduced Rate” means a residential non-hazardous solid waste collection rate incorporating a rebate, refund or discount.

“Residential Curbside Recycling Program” means a residential recycling program which includes three color-coded stackable bins for designated recyclables to be placed at the curb for weekly pick-up.

“Residential Customer” means any single unit residential household customer.

“Rural Area” means those areas within Douglas County which are unincorporated and have been identified as having rural characteristics and where limited services and facilities are available.

“Source Separated Recyclables” means the separation of different kinds of solid waste at the place where the waste originates; separating the designated recyclables from the non-hazardous solid wastes at the point of waste generation.

“Source Separation Recycling Program” means a program established to collect and recycle source separation designated recyclables.

“SWAC” means the Douglas County Solid Waste Advisory Committee formed per RCW 70.95.165.

“Urban Area” means those areas within Douglas County which have been incorporated and have been identified as having urban characteristics and where urban services and facilities are available.

“Urban Growth Area” means the Urban Growth Area established by Douglas County in coordination with the incorporated cities and towns within Douglas County as specified with in RCW 36.70A.140.

“Urbanized Area” means those areas within Douglas County which are outside of the incorporated areas of the cities and towns but have been identified as having urban characteristics and where urban services and facilities are available.

“Voluntary Rural Recycling Program” means a residential recycling program offered to unincorporated Douglas County customers which include: three color-coded stackable bins for designated recyclables to be placed for weekly pickup

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, the Jurisdictions must designate urban and rural boundaries using clear criteria. The Jurisdictions must designate these areas in a manner consistent with other existing land use and utility service plans and in coordination with Douglas County and its cities and towns. The criteria used to establish these boundaries include existing population, population growth, population densities, land use densities, existing utilities' previously adopted Jurisdictional urban/rural boundaries, other adopted city and town plans, previously planned residential developments, and the geographic limitations within Douglas County.

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 and, services and facilities are available to accommodate the projected growth. Douglas County in conjunction with the Cities of Bridgeport, East Wenatchee and Rock Island and the towns of Mansfield and Waterville have designated Urban Growth Areas for Douglas County. This Urban Growth Area 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 and 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 towns, and urban government services should not be provided in rural areas. Therefore, the primary responsibility for providing waste reduction and recycling services within the identified Urban Growth Area of Douglas County rest with the cities and towns. As the identified Urban Growth Area of Douglas County, East Wenatchee, Rock Island, Mansfield and Waterville includes portions of Douglas County adjacent to the incorporated city and town boundaries and the entire incorporated city and town boundaries, it is necessary to designate which geographic areas are Urban and which are Urbanized. This is necessary in order to provide consistency in solid waste collection, waste reduction, and recycling services within those geographic areas so that growth can occur in a manner consistent with the *Douglas County Comprehensive Solid Waste Management Plan*. For the purpose of this Ordinance, those geographic areas contained within the incorporated cities and towns boundaries are classified as Urban, while those unincorporated areas contained within an identified Urban Growth Area are classified as Urbanized, and those unincorporated areas

within Douglas County that are outside the identified Urban Growth Areas are classified as Rural.

ESTABLISHED MINIMUM SERVICE LEVELS

The following Minimum Service Levels are hereby established:

- General Service Levels apply to all solid waste collection services within identified urban, urbanized and rural areas of Douglas County;
- Urban Area Levels apply to solid waste collection services within identified incorporated areas of Douglas County;
- Urbanized Area Levels apply to solid waste collection services within identified urban growth areas within unincorporated areas of Douglas County;
- Rural Area Levels apply to solid waste collection services within identified rural areas of Douglas County.

A. GENERAL SERVICE LEVELS

1. Maintenance of Office;

Any Certified Solid Waste Collection Company, herein referred to as the PROVIDER shall be required to maintain an office provided with telephones and such attendants as may be necessary to handle complaints, orders for special services or instructions from its customers. This office shall be in operation between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, with a telephone answering or recording device available twenty-four (24) hours per day, seven days per week to take messages when no one is on duty. The telephone provided in such office shall be on a telephone exchange which can be called from anywhere within Douglas County without a toll or other long distance charge. Two-way communications between said office and the collection vehicles shall be maintained at all times between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday.

2. Laws, Licenses and Taxes;

PROVIDER shall comply with all applicable Federal, State, Local laws, regulations and ordinances pertaining to the collection, handling, transporting, disposal and monitoring of all solid waste. PROVIDER shall maintain continuously a Certificate of Public Convenience and Necessity issued by the WUTC.

3. Venue;

The venue for any action of law, suit in equity or judicial proceeding for the enforcement of this Ordinance shall be instituted and maintained only in the courts of competent jurisdictions in Douglas County.

4. Indemnification;

PROVIDER shall indemnify, defend and hold harmless the JURISDICTIONS from and against any and all liabilities, penalties, fines, forfeitures, demands, causes of action, suits, and cost and expenses incidental thereto, which the JURISDICTIONS 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 disposal facility, transfer facility, processing facility or equipment owned and operated by the PROVIDER.

5. Affirmative Action;

PROVIDER shall at all times engage in employment practices in a manner whereby equal employment opportunity is observed and practiced without regard to race, color, religion, age, sex or national origin, except to the extent of bona fide occupational qualifications.

6. Worker's Compensation;

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

7. Independent Contractor;

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

8. Contractor Skill;

PROVIDER and its officers, employees, agents and subcontractors shall perform each and every service to be performed in a skillful and competent manner in accordance with solid waste handling and disposal standards in Washington.

9. Requirements of Employees;

PROVIDER shall require all employees to be courteous at all times and not use loud or profane language and to do their work as quietly as possible. Employees in collecting non-hazardous solid waste shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty collection containers. Employees shall also replace all collection containers and covers and close all gates which may have been opened. All employees shall wear clean, presentable clothing. Employees shall not trespass or cross property to neighbors premises nor meddle with property which does not concern them.



10. Solid Waste Collection, Disposal and/or Recycling Innovations;

PROVIDER shall keep abreast of all alternatives regarding the collection, disposal and recycling of solid waste and shall advise the JURISDICTIONS and cooperate with them in respect to any possible innovations, changes or improvements that could be accomplished in respect to their provision of service.

11. Planning Assistance;

PROVIDER shall, upon request and without cost, make available either to the JURISDICTIONS or the Douglas County Solid Waste Program Office, herein referred to as the DEPARTMENT, technical, engineering and planning assistance in respect to all new construction or major remodeling of buildings and structures within Douglas County in respect to design and planning of solid waste collection facilities and their location upon the site of proposed construction or remodeling project.

12. Collection Equipment;

PROVIDER shall use all metal water-tight, completely enclosed packer and/or container units that are designed and manufactured for the collection of garbage and refuse and are capable of servicing residential, commercial and industrial accounts. The number and type of collection vehicles furnished shall be sufficient for the collection of all solid waste within the area to be serviced by the PROVIDER.

13. Collection Containers;

PROVIDER will provide all single unit residential customers with appropriate sized collection containers. All appropriate sized collection containers, shall be of such design as can be served by the PROVIDER'S collection equipment. In this regard, the PROVIDER may enter into an agreement with the customer to furnish such container or containers as the disposal needs of the customer may require. Alternate single unit residential collection containers may be approved by the PROVIDER at the request of the customer.

PROVIDER shall provide all multi-family residential customers or non-residential commercial or industrial customers with appropriate sized collection containers. All appropriate sized collection containers shall be of such design as can be serviced by the PROVIDER'S collection equipment. In this regard, the PROVIDER may enter into an agreement with the customer to furnish such collection container or containers as the disposal needs of the customer may require. Alternative multi-family residential, non-residential commercial or industrial collection containers may be approved by the PROVIDER at the request of the customer.

All alternative collection containers must be approved by the PROVIDER and will be provided at the customers own expense. All PROVIDER collection containers shall display the PROVIDER'S name on the collection container. In addition, all such collection containers shall be marked with any necessary or appropriate safety warning as may be required or recommended by an appropriate regulatory agency. All PROVIDER collection containers shall be steam cleaned or pressure washed whenever necessary and always before being placed out for a new customer.

14. Painting of Collection Vehicles;

Collection vehicles shall be painted and numbered and shall have the PROVIDER'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 shall be permitted other than the name of the PROVIDER. All vehicles shall be kept in a clean and sanitary condition and all collection vehicles shall be steamed cleaned or pressure washed inside and out, at least once each week.

15. Parking of Vehicles;

PROVIDER shall not use property in or adjacent to property that is zoned as residential, nor adjacent to the various solid waste facility sites for the parking, standing, washing, cleaning or storing of it's vehicles or equipment without the approval of the JURISDICTIONS. Areas used by the PROVIDER for the storing, parking or repair of vehicles or equipment shall be kept in a clean and orderly condition.

16. Alternative Collection Routes;

The JURISDICTIONS reserves the right to direct the PROVIDER to alter it's accustomed route or routes for collection on roadways or alleys due to weather and road conditions. The JURISDICTIONS will try to advise PROVIDER of these conditions a minimum of seven (7) calendar days in advance so that their customers may be notified.

17. Improvement to Roads, Streets, Alleys Etc.;

The JURISDICTIONS reserves the right to construct any improvement or to permit any such construction in any road, street or alley in such manner as the JURISDICTIONS may direct, which may have an effect for a time of preventing the PROVIDER from traveling it's accustomed route or routes for collection. PROVIDER shall make every reasonable effort to collect all routes.

18. Loading;

Extra care shall be taken in the loading and transportation of non-hazardous solid waste so that none of the materials to be collected is left either on private property or on the roads, street or alleys. Any non-hazardous solid waste left on private property or on roads, street or alleys by the PROVIDER shall be cleaned-up within two (2) hours after notice is received by the JURISDICTIONS or the DEPARTMENT.

19. Cleaning;

PROVIDER shall be responsible for the cleaning of all debris, spilled or tracked on any road, street, alley or public place by any of its collection equipment. If the PROVIDER fails to clean the same within two (2) hours after notice is serviced by the JURISDICTIONS or the DEPARTMENT, the JURISDICTIONS may cause such roads, streets, alleys or public places to be cleaned and charge the costs to the PROVIDER.

20. Residential Collection;

All residential collection containers are to be picked up at the curb or alley property lines.



21. Commercial Collection;

All multi-family residential customers or non-residential commercial or industrial customers collection containers are to be picked up at pre-approved collection locations.

22. Marketing Of Recyclable Materials Collected;

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. PROVIDER is 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. PROVIDER is 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.

23. Holidays;

PROVIDER may observe the following days as holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day, and shall notify customers in advance of the alternative day on which solid waste shall be picked up.

24. Collection Schedules;

PROVIDER shall use reasonable efforts at all times to keep all persons from whom it is non-hazardous collecting 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.

25. Written Schedules;

All collections shall be made during the following time schedules. Alterations to the written schedules may be made by the PROVIDER to the JURISDICTIONS because of the imposition of weight restrictions or other limiting factors.

Residential Customers:

Between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday. Any request for a temporary change in the above written schedule must be made in writing and approved by the JURISDICTIONS.

Multi-Family Residential Customers or Non-Residential Commercial or Industrial Customers:

Between the hours of 3:00 a.m. and 5:00 p.m., Monday through Saturday. Where special circumstances or complaints received by the JURISDICTIONS indicates the necessity or desirability of an adjustment in the hours between which collection may be made, the JURISDICTIONS may require an adjustment to be made upon written notice to the PROVIDER. If the hours of operation create a complaint problem, the PROVIDER and the JURISDICTIONS will determine a solution that may result in a revision of the above written schedule.

Complaints:

Where special circumstances or complaints received by the JURISDICTIONS indicate the necessity or desirability of an adjustment in the hours between which collection may be made, the PROVIDER recognizes the JURISDICTIONS right to make adjustments to the above written schedule. The JURISDICTIONS recognizes the PROVIDER'S right to ask for a rate adjustment caused by any change to the above written schedule.

26. Limitation of Service;

PROVIDER will not be required to enter private property to pick up non-hazardous 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 the animal on scheduled collection days.

PROVIDER does not warrant collection at any particular hour, other than to meet the requirements of the Section 25. No credit will be given for a skip in scheduled service due to holiday, weather or road conditions if the missed service is provided for during the next operational day.

PROVIDER assumes no responsibility for articles left on or near collection containers other than reasonable care.

PROVIDER will not be required to enter private garages, sheds, buildings while providing the non-hazardous solid waste collection services required under this *Minimum Service Levels Ordinance*.

27. Emergency Collection;

Adequate provisions shall be made by the PROVIDER to provide special collection when non-hazardous solid waste has not been collected during a regularly scheduled trip. Special pickups for missed collection shall be made by the PROVIDER when ordered by the JURISDICTIONS. For the purpose of this Section, missed collection shall not include collections not made for reasons beyond the control of the PROVIDER, such as acts of God, strikes, riots, insurrection, war or civil disobedience. Normal snow and ice on roads, streets and alleyways is not justification for missed collection. Due to dangerous conditions as agreed to between the JURISDICTIONS and the PROVIDER collection may be delayed.

28. Special Arrangements;

PROVIDER agrees not to charge for collection while a residential customer is on vacation, provided the residential customer provides the PROVIDER advanced notice of at least 24 hours before the next scheduled collection.

29. Method of Disposal;

PROVIDER shall deliver at its cost all non-hazardous solid waste to either a permitted solid waste transfer facility operated according to the most current Federal, State, and Local regulations, or directly to the Greater Wenatchee Regional Landfill and Recycling Facility (GWRLRF) located within Douglas County. PROVIDER shall at all times keep

the JURISDICTIONS advised of the permitted solid waste transfer facility used by the PROVIDER.

30. Disposal Fee Increases;

If Federal, State or Local laws or regulations require a change in operation at the permitted transfer station being utilized by the PROVIDER or at the GWRLF which results in an increase in the tipping fee being charged by the permitted transfer station or the GWRLF, then in such event, PROVIDER, upon agreement with the JURISDICTIONS, which agreement should not be unreasonably withheld, shall be allowed to pass through the increase in tipping fees upon written notice.

31. Disposal Fee Reductions;

In the event the PROVIDER receives a reduction in the tipping fee being charged at the permitted transfer station or the GWRLF, then in such event PROVIDER agrees to reduce the then existing rates and charges by the reduction in tipping fees. Any additional costs incurred by the PROVIDER associated with the reduction shall be netted against the reduction in tipping fees.

32. Load Inspections;

PROVIDER recognizes the JURISDICTIONS right to conduct periodic, random inspections of its collection equipment and contents to determine what non-hazardous solid waste is being collected, transported and disposed of within Douglas County.

33. Right of Inspection;

PROVIDER shall maintain full and complete records and accounts of all the JURISDICTIONS customers and charges. The JURISDICTIONS shall have access to all records and accounts applicable to the provision of service to its citizens and businesses and may examine, excerpt and transcribe all said records and accounts within a reasonable time and place. PROVIDER agrees to furnish to the JURISDICTIONS upon demand copies of all tax reports made to the WUTC and the Washington State Department of Revenue.

34. Public Outreach Program;

PROVIDER shall, with the assistance of the DEPARTMENT develop and implement a public outreach program for the JURISDICTIONS. As described below, the PROVIDER must provide to each new applicant for service, and at least once a year to its current customers, a list, brochure, newsletter or similar document that describes:

- All service options and service levels available to the customer;
- Methods and programs available to recycle and reduce solid waste;
- This material must include reference to available local commercial recycling programs.

PROVIDER'S public outreach 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 PROVIDER and the DEPARTMENT which are normally used by the PROVIDER in communicating with their customers.

35. Waste Reduction and Recycling Education Program;

PROVIDER shall, with the assistance of the DEPARTMENT develop and implement a waste reduction and recycling education program for the JURISDICTIONS.

PROVIDER'S waste reduction and recycling 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 PROVIDER and the DEPARTMENT.

36. Data Collection and Evaluation Program;

The DEPARTMENT shall implement a data collection and evaluation program to track, monitor and report on the effectiveness of the countywide waste reduction and recycling program as required within the adopted *Douglas County Comprehensive Solid Waste Management Plan*.

37. Annual Report;

Each PROVIDER within Douglas County shall provide an annual report to the DEPARTMENT, by April 1st of each reporting year, showing yearly totals, in pounds, for the following solid waste collected:

- Municipal solid waste collected in pounds;
- Demolition waste collected in pounds;
- Industrial waste collected in pounds (by material type);
- Commercial waste collected in pounds (by material type);
- Wood waste collected in pounds;
- Sewage sludge collected in pounds;
- Asbestos waste collected in pounds;
- Treated biomedical waste collected in pounds;
- Petroleum contaminated soils collected in pounds;
- Yard waste collected in pounds;
- Special wastes collected in pounds;
- Designated recyclables collected in pounds.

Additionally, each annual report shall include the following information:

- Name of the solid waste collection company;
- Address of the solid waste collection company;
- Business phone number of the solid waste collection company;
- WUTC certificate of public convenience and necessity number;
- Number of residential customers served;
- Number of commercial customers served;
- Number of complaints received;

38. Allowable Implementation Costs;

PROVIDERS which fall under the authority of the WUTC may file a rate structure which

provides for reasonable and necessary expenses for their solid waste collection and waste reduction and recycling programs as defined in these *Minimum Service Levels*. Allowable implementation costs include:

- Administration costs to monitor, to the best of the PROVIDERS ability what volume of solid waste by type and source are being collected.
- Administration costs to monitor, to the best of the PROVIDERS 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.
- 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.
- Administration costs for setting up an information and data collection system to be able to provide an annual report to the Department.
- The assumption of a voluntary rural recycling program participation rate of 3% (plus or minus 2%) within the Designated Rural Area.
- Provision of providing recycling collection service to the customer requesting service from the PROVIDER, whether the customer utilizes refuse collection service or not.
- For urbanized customers, the cost of purchasing the collection containers by the PROVIDER, including the cost of delivering the collection containers and arranging with their urbanized customers for curbside collection service. The rate shall include the cost of stickers to be placed on the recycling collection containers to identify the PROVIDER providing the service, the designated recyclables to be collected, and the method of preparation for the designated recyclables to be collected.
- For rural customers, the cost of purchasing the collection containers by the PROVIDER, including the cost of delivering the collection containers and arranging with their rural customers, for collection service. The rate shall include the cost of stickers to be placed on the recycling collection containers to identify the PROVIDER providing the service, the recyclable commodities to be collected, and the method of preparation for the designated recyclables to be collected.
- A separate replacement delivery service fee equal to or less than the replacement cost of the collection containers. This replacement delivery service fee shall not apply to the first-time delivery of the collection containers.

B. URBAN AREA LEVELS

1. Douglas County Comprehensive Solid Waste Management Plan;

The following recommendations have been adopted by the Cities of Bridgeport, East Wenatchee and Rock Island and the Towns of Mansfield and Waterville and are contained within the *Douglas County Comprehensive Solid Waste Management Plan*:

- Require mandatory solid waste collection within the jurisdictions incorporated areas;
- Require a variable rate structure within all Municipal Solid Waste Collection Agreements;
- Require all Municipal Solid Waste Collection Agreements to conform to the jurisdictions adopted *Minimum Service Levels Ordinance*
- Coordinate all Municipal Solid Waste Collection and Disposal Request for Proposals to maximize cost benefits for each jurisdiction;
- Coordinate all Municipal Solid Waste Collection and Disposal Agreements to expire on the same date and run for a mutually agreed upon specific term.

2. Minimum Service Levels Ordinance;

Each jurisdiction agrees to adopt a *Minimum Service Levels Ordinance* which conforms to the recommendations contained within the adopted *Douglas County Comprehensive Solid Waste Management Plan*.

3. Municipal Solid Waste Collection Agreements;

Each jurisdiction agrees to enter into a Municipal Solid Waste Collection and Disposal Agreement which conforms to the recommendations contained within the adopted *Douglas County Comprehensive Solid Waste Management Plan*.

4. Exclusive Hauler;

Each jurisdiction agrees to give exclusive right to haul residential and commercial non-hazardous solid waste to the PROVIDER. Each jurisdiction shall strictly enforce this provision against any third party attempt to infringe on PROVIDERS exclusive right.

5. Exclusive Area to be Served;

The exclusive area to be served by the PROVIDER shall be the entire area within the incorporated limits of the jurisdiction as it now exists. In the event that an area is annexed into the jurisdiction, the level of serve provided by the PROVIDER to the jurisdiction shall be provided to the newly annexed area.

6. Fees;

Each jurisdiction agrees not to charge to PROVIDER any license fee, tax, assessment or other charge in respect to the PROVIDERS operations, including the fee(s) set forth below, except a business license, without authorizing a commensurate increase in the compensation to be paid to the PROVIDER.

7. Collection License Fee;

PROVIDER shall pay to the jurisdiction a utility tax in accordance with the jurisdiction's Municipal Code, as it now exists or as hereafter enacted or amended. PROVIDER shall pay this fee to the jurisdiction each calendar quarter. Such payment shall be made no later than thirty (30) calendar days after the preceding calendar quarter. Any quarterly fee not paid by the PROVIDER 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 jurisdiction reserves the right to adjust the fee or utility tax authorization at any time.



8. Performance Bond;

PROVIDER shall furnish to the jurisdiction a performance bond to be approved by the jurisdiction's legal counsel. This performance bond shall be signed by a surety company or surety and shall be in a minimum amount of \$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.

9. Liability Insurance;

PROVIDER shall provide and maintain in full force and effect a policy or policies of public liability insurance and vehicle coverage, providing for limits of not less than \$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 \$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 \$2,000,000 for all damages arising out of injury or destruction of property.

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

PROVIDER shall hold harmless and indemnify the jurisdiction 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 jurisdiction 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 PROVIDER, its employees, agents or subcontractors; and that the PROVIDER 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 jurisdiction, its employees or agents.

10. Special Collections;

PROVIDER shall collect and dispose of all non-hazardous solid waste from all jurisdiction building, street containers, parks and other jurisdiction owned and occupied buildings used exclusively for governmental purposes and during agreed upon jurisdiction festivals or special events without charge to the jurisdiction.

11. Community Clean-Up Events;

PROVIDER shall assist the jurisdiction in offering a community clean-up program. The implementation of this community clean-up program shall be provided at no cost to the jurisdiction. All costs associated with the implementation, maintenance and servicing of the community clean-up program shall be the responsibility of the PROVIDER and be included in the solid waste collection rate. The community clean-up program shall include both spring and fall community clean-up events. The materials to be collected shall be restricted to only residential non-hazardous solid waste, no commercial solid waste will be accepted. PROVIDER shall provide the jurisdiction with a mutually agreed upon number of thirty (30) yard drop-boxes to be utilized for the collection,

transportation and disposal of the residential non-hazardous solid waste. Additional drop-boxes may be negotiated between the PROVIDER and the jurisdiction.

12. Collection Rates;

Rates and charges for residential non-hazardous solid waste collection shall be effective the 1st day of January and may be amended each January 1st thereafter, according to the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index, published by the Department of Labor Statistics based upon the total Consumer Price Index change for all items as compared from July to July statistics for the preceding twelve (12) months.

Rates and charges for commercial non-hazardous solid waste collection shall be effective the 1st day of January and may be amended each January 1st thereafter, according to the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index, published by the Department of Labor Statistics based upon the total Consumer Price Index change for all items as compared from July to July statistics for the preceding twelve (12) months.

13. Collection Rate Increases;

Any rate increase, requested by the PROVIDER shall be made in writing to the jurisdiction no later than August 1st of each year preceding the requested increase. No periodic increase in rates and charges to be paid the PROVIDER under the formula described above, shall become effective until reviewed and approved by the Jurisdictions. All periodic increases in rates shall become effective January 1st of each year following receipt by the Jurisdiction of a verified jurisdictional approved rate increase.

14. Urban Area Levels for Jurisdictions with Populations over 5,000;

- PROVIDER shall implement a residential curbside recycling program. The implementation of this curbside recycling program shall be provided at no cost to the Jurisdiction. All costs associated with the implementation, maintenance and servicing of the curbside recycling program shall be the responsibility of the PROVIDER and be included in the solid waste collection rate. The curbside recycling program will include three color-coded, stackable bins for designated recyclable materials. The items to be collected will be limited to those recyclable materials identified by the Douglas County Solid Waste Advisory Committee (SWAC) as Designated Recyclables.
- PROVIDER shall implement a community drop-off recycling program. The implementation of this community drop-off recycling program shall be provided at no cost to the Jurisdiction. All costs associated with the implementation, maintenance and servicing of the community drop-off recycling program shall be the responsibility of the PROVIDER and be included in the solid waste collection rate. The community drop-off recycling program shall consist of four (4) community recycling stations. Each station shall consist of a (30) cubic yard recycling box, which can be partitioned. Each station will be capable of receiving corrugated cardboard, newspaper, magazines and catalogs and computer printout

and white ledger paper. The community recycling stations shall be in addition to the residential curbside recycling program defined above.

- PROVIDER shall implement a non-residential commercial recycling program. The implementation of this non-residential commercial recycling program shall be provided at no cost to the Jurisdiction. All costs associated with the implementation, maintenance and servicing of the non-residential commercial recycling program shall be the responsibility of the PROVIDER and be included in the solid waste collection rate. The non-residential commercial recycling program will be capable of collecting and recycling corrugated cardboard, newspaper, magazines and catalogs and computer printout and white ledger paper. The non-residential commercial recycling program shall be in addition to the residential curbside and community drop-off recycling programs defined above.
- All revenues generated by the sale of the designated recyclables from the residential curbside recycling program, community drop-off recycling program and non-residential commercial recycling program shall be the property of the Jurisdiction. Revenues generated by the sale of the residential curbside recycling program, community drop-off recycling program and non-residential commercial recycling program will be paid directly to the Jurisdiction by the processing facility.

15. Urban Area Levels for Jurisdictions with Populations under 5,000;

- PROVIDER recognizes the Jurisdictions source separation recycling program and the Jurisdictions right to continue, amend and modify its existing community recycling program. PROVIDER also recognizes that the Jurisdiction may enter into a separate agreement with the PROVIDER or a third party to operate the Jurisdiction's source separation recycling program.
- PROVIDER acknowledges that the Jurisdiction will be diverting from its residential non-hazardous solid waste stream designated recyclables as part of its source separation recycling program.
- PROVIDER acknowledges that all designated recyclables diverted from the residential non-hazardous solid waste stream is the property of the Jurisdiction.
- PROVIDER acknowledges that all revenues generated from the sale of the designated recyclables belong to the Jurisdiction. Revenues generated by the sale of the designated recyclables will be paid directly to the Jurisdiction by the processing facility.

C. URBANIZED AREA LEVELS

1. Douglas County Comprehensive Solid Waste Management Plan;

The following recommendation has been adopted by Douglas County, the Cities of Bridgeport, East Wenatchee and Rock Island and the Towns of Mansfield and Waterville and is contained within the *Douglas County Comprehensive Solid Waste Management Plan*:

- Establish a separate level of service for Douglas County residents residing within unincorporated areas of Identified Urban Growth Areas to allow those residents to sign up for solid waste collection services based upon the established levels of service provided by the adjoining municipal solid waste collection provider under contract with the municipal jurisdiction.

2. Urbanized Area Service;

- Those unincorporated areas of Douglas County which are identified within designated Urban Growth Boundary shall have the same level of service provided to them as provided for under contract to the municipal jurisdiction.
- PROVIDER shall be entitled to request, from the WUTC, a rate adjustment to cover the additional cost of providing an urban level of service within an unincorporated area of Douglas County.
- All provisions of Chapter 81.77 RCW, as overseen by the WUTC shall be in effect and must be met by the PROVIDER prior to providing the level of service identified.

D. RURAL AREA LEVELS

1. Douglas County Comprehensive Solid Waste Management Plan;

The following recommendation has been adopted by Douglas County and is contained within the *Douglas County Comprehensive Solid Waste Management Plan*:

- Give WUTC authority over the collection of source-separated recyclables within the unincorporated areas of Douglas County;
- Encourage voluntary non-hazardous solid waste collection throughout the unincorporated areas of Douglas County;
- Modify the Douglas County *Minimum Service Levels Ordinance* to establish a separate level of service for Douglas County residents residing within unincorporated areas of Identified Urban Growth Areas to allow those residents to sign up for solid waste collection services based upon the established levels of service provided by the adjoining municipal solid waste collection provider under contract with the municipal jurisdiction.
- Give WUTC authority for implementing the adopted Douglas County *Minimum Service Levels Ordinance*.

2. Rural Area Levels;

- PROVIDER shall implement a voluntary rural recycling program. The implementation of this voluntary rural recycling program shall be provided at no cost to Douglas County. All costs associated with the implementation, maintenance and servicing of the voluntary rural recycling program shall be the responsibility of the PROVIDER and be offered as an additional service that must be subscribed to by the customer for an additional fee. The voluntary rural recycling program will include three color-coded, stackable bins for designated



recyclable materials. The items to be collected will be limited to those recyclable materials identified by the Douglas County Solid Waste Advisory Committee (SWAC) as Designated Recyclables.

- PROVIDER acknowledges that if the WUTC authorizes a surcharge or reduced rate incentive based on a customer's participation in a voluntary curbside residential recycling program, customer participation in any other non-curbside recycling program approved by Douglas County shall be eligible for such incentives.
- All provisions of Chapter 81.77 RCW, as overseen by the WUTC shall be in effect and must be met by the PROVIDER prior to providing the level of service identified.

Douglas County, its elected and appointed officials, employees and agents do not warrant the accuracy, reliability or timeliness of any information contained in this website and shall not be held liable for any costs or losses of any kind caused by any reliance on such information.

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**Appendix E:
Status of 2018 Plan Recommendations**

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Appendix E – Status of Recommendations – 2018 Douglas County Solid Waste Management Plan		
SWMP Chapter	Recommendation	Implementation Status
3.0 Waste Reduction, Recycling and Education	WWR1) Adopt the updated list of designated materials (Table 3.4) and maintain it through periodic review and updates.	Ongoing
	WWR2) Incorporate and expand the education and promotion program.	Ongoing
	WWR3) Provide support for recycling at public events.	Ongoing
	WWR4) Continue the operations of the Community Recycling Centers and the Douglas County rural drop-off recycling program if feasible and cost effective.	Accomplished
4.0 Solid Waste Collection	SW1) Review collection contracts to confirm compliance with the Plan.	Reviewed
	SW2) Douglas County should continue to assess the fee on solid waste collection companies operating in the unincorporated areas.	Accomplished
5.0 Waste Transfer and Disposal	WTD1) Douglas County may consider a transfer station siting process for commercial and self-haul waste handling during this planning period.	Under Consideration
	WTD2) Douglas County MSW should continue to be disposed at GWRL.	Accomplished
	WTD3) Douglas County should continue to monitor and track waste importation and exportation to ensure compliance with the Host Agreement and the Universal Pest Protocol Procedures.	Accomplished
	WTD4) Douglas County and WMW should continue to work cooperatively to ensure that the agreements for the importation of waste to GWRL meet the requirements of the Douglas County Waste Importation Ordinance Number 01-124-ORD-1.	Ongoing
	WTD5) Douglas County should continue to work with agencies to potentially reduce post closure care at its landfills.	Accomplished
6.0 Energy Recovery	ER1) Douglas County will monitor developments and progress in waste processing and conversion technologies.	Reviewed Annually

Appendix E – Status of Recommendations – 2018 Douglas County Solid Waste Management Plan		
SWMP Chapter	Recommendation	Implementation Status
7.0 Special Wastes	SW1) Continue to dispose special wastes through a cooperative effort with the Chelan-Douglas Health District, WMW, and Ecology.	Ongoing
	SW2) Monitor EPA and Washington State guidance regarding pharmaceutical waste and implement changes as needed to comply with statewide medicine take-back program.	Accomplished
	SW3) Promote proper reuse, recycling and disposal of C&D waste.	Ongoing
	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.	Ongoing
	SW5) Develop an internal plan for handling disaster debris, in coordination with SWPO, WMW, the Chelan-Douglas Health District and Douglas County Department of Emergency Management.	Not Accomplished
8.0 Moderate Risk Waste	MRW1) Enhance the public education and outreach program for handling of HHW.	Ongoing
	MRW2) Continue the MRW collection events when grant funding is available.	Accomplished
	MRW3) Continue the used oil collection program if feasible and cost effective.	Not Accomplished
	MRW4) Continue to coordinate the schedule and process for updating the MRW Plan with the solid waste management plan (as is the current practice).	Accomplished
9.0 Organics	O1) Continue compliance with the Douglas County Universal Agricultural Pest Protocol procedure and WAC 16-470 the WSDA Quarantine – Agricultural Pest Regulation.	Not Accomplished
	O2) Develop and distribute educational materials regarding the yard debris curbside collection program.	Ongoing
	O3) Continue and expand the yard debris collection program as population growth and citizen needs warrant.	Ongoing
	O4) Reinstate the Christmas Tree Collection and Education Program as funding allows.	Not Accomplished



Appendix E – Status of Recommendations – 2018 Douglas County Solid Waste Management Plan

SWMP Chapter	Recommendation	Implementation Status
10.0 Administration and Enforcement	AE1) Consider pursuing some of the additional funding strategies listed in Table 10.2 that can be implemented by Douglas County existing staff directly and independently from other alternatives if additional funding sources are necessary to maintain staff and programs.	Reviewed Annually
	AE2) Provide adequate funding to maintain or increase staff at county and city levels, as needed.	Reviewed Annually
	AE3) Include the SWAC in the review of new solid waste facility permit requests.	Ongoing

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**Appendix F:
County Importation Ordinance**

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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

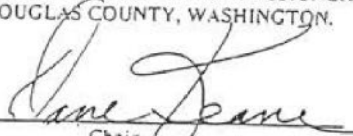
WHEREAS, the Board of County Commissioners held a public hearing on December 17th, 2001 to discuss the proposed *Douglas County Solid Waste Importation Ordinance*, and


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

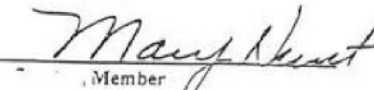
THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Douglas County hereby adopt the *Douglas County Solid Waste Importation Ordinance* hereto attached and if any section of this Ordinance or its application to any jurisdiction, agency, private corporation, individual, or other entity 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.

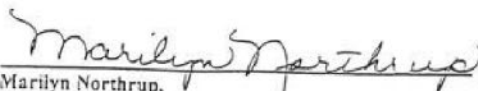

Chair


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.

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**Appendix G:
County Solid Waste Disposal Host Agreement**

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**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

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SOLID WASTE DISPOSAL HOST AGREEMENT

This *Solid Waste Disposal Host Agreement*, hereafter referred to as the AGREEMENT 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. This AGREEMENT shall be effective upon the date that the PARTIES have executed this AGREEMENT (the "Effective Date"), as evidenced by the signatures below.

RECITALS

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, and desires to expand the LANDFILL.

WHEREAS, the LANDFILL is subject to zoning under the Douglas County Code and the contemplated expansion of the LANDFILL requires application for and approval of a Conditional Use Permit, hereafter referred to as the CUP;

WHEREAS, the COUNTY has the authority to condition a CUP for expansion of the LANDFILL upon mitigation of the environmental and infrastructure impacts of such expansion;

WHEREAS, WM is willing to voluntarily enter into this AGREEMENT to contribute financially to mitigate environmental and infrastructure impacts;

WHEREAS, the COUNTY has the authority to provide for public health, safety and welfare and to regulate disposal of Solid Waste within the COUNTY;

TERMS AND CONDITIONS

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:

ARTICLE I - DEFINITIONS

The following definitions shall be used in this AGREEMENT:

1.01 "Acceptable Waste" means all Solid Waste as defined within RCW 70.95.030 as it now exists or may hereafter be amended and that have met the requirements of this AGREEMENT.



- 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.

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3 **ARTICLE VIII - COUNTY'S BASIC RESPONSIBILITIES**

4 8.01 Whenever the COUNTY revises amends or updates its *Comprehensive Solid*
5 *Waste Management Plan*, the COUNTY shall not contravene the provisions of this
6 AGREEMENT.

7 8.02 The COUNTY shall cooperate with WM in the processing of permits and other
8 approvals for the LANDFILL as are consistent with this AGREEMENT.
9

10 8.03 The COUNTY retains and does not waive or surrender any of its sovereign
11 governmental powers by execution of this AGREEMENT.
12

13 8.04 The COUNTY shall be solely responsible for disbursal of fees paid by WM under
14 this AGREEMENT to the appropriate fund.
15

16 8.05 If and to the extent requested by WM, the COUNTY shall cooperate with WM'S
17 affiliated Haulers seeking approval for a rate adjustment from the WUTC by providing
18 evidence in a form satisfactory to the WUTC that neither the contribution to the
19 Scholarship Funding provided under Article XII nor the Operating Fees provided under
20 Article XIII constitute payment or compensation to WM from its affiliated Haulers, and
21 should be excluded from the total cost of disposal in the WUTC'S determination of
22 whether the fee charged to WM'S affiliated Haulers for disposal at the LANDFILL is
23 reasonable by virtue of being equal to or lower than other reasonable and currently
24 available options.
25

26 **ARTICLE IX - WASTE VOLUMES**
27

28 9.01 Waste Measurement. Except as provided herein, all Acceptable Waste received
29 at the LANDFILL shall be measured by weight. All vehicles and containers shall be
30 weighed in and out of the LANDFILL. Weighing a specific vehicle or container may be
31 limited to entry weight if WM has a certified tare weight on file for such vehicle or
32 container.
33

- 34 (a) WM shall install, maintain and use certified scales at the LANDFILL to
35 weigh Acceptable Waste as received and accepted for disposal. WM shall
36 maintain and calibrate all scales in accordance with each scale
37 manufacturer's recommendations. The COUNTY has the right to enter the
38 LANDFILL during normal business hours to observe scale operations, and
39 to inspect and to test the accuracy of scales.
40 (b) In the event scales are not operable, weight shall be determined using
41 cubic yard volume of the vehicle or container, multiplied by 600 pounds per
42 cubic yard, to determine weight.
43 (c) Notwithstanding the foregoing, in the event WM demonstrates to the
44 COUNTY'S satisfaction that the standard quantification used to price
45 disposal for any specific waste stream, including but not limited to
46 construction and demolition debris, has changed during the term of this



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

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

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

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

ARTICLE X – SOLID WASTE REPORTING

10.01 Reporting System. WM shall maintain a Solid Waste reporting system that accounts for volumes of all Solid Waste accepted by the LANDFILL. The COUNTY shall have the right to inspect and copy all such Solid Waste reporting records and documents, to interview any persons, and to review any other evidence in WM'S possession or control which may assist the COUNTY in auditing volumes of Solid Waste handled at the LANDFILL for purposes of verifying performance by WM of its obligations under this AGREEMENT; provided, however, if WM reasonably believes 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.
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ARTICLE XII - COMMUNITY RELATIONS

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

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

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

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

ARTICLE XIII - AGREEMENT FEES

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

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

- (a) Compliance and Enforcement Fee. WM shall pay the COUNTY, on a quarterly basis, the Compliance and Enforcement Fee in the amount of Five Cents (\$0.05) per Ton of Acceptable Waste actually disposed of at 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.
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ARTICLE XVII - CLOSURE AND POST CLOSURE

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

ARTICLE XVIII - NOTICES

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

- To the County: Board of County Commissioners
Douglas County Courthouse
213 Rainier
P.O. Box 747
Waterville, WA 98858
Fax: (509) 745-9045

- Copy to: Douglas County Prosecuting Attorney
Douglas County Courthouse
213 Rainier
P.O. Box 360
Waterville, WA 98858
Fax: (509) 745-8670

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

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

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

- 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 **ARTICLE XXIII – MISCELLANEOUS PROVISIONS**

3 23.01 Time. Time is of the essence of this AGREEMENT.
4

5 23.02 Entire Agreement. This AGREEMENT, including all appendices and other
6 documents attached hereto or referenced herein, constitutes the entire AGREEMENT
7 between the PARTIES concerning the subject matter hereof and supersedes all
8 previous correspondence, communications, agreements and understandings, whether
9 oral or written.
10

11 23.03 Construction - Interpretation. This AGREEMENT has been freely and fairly
12 negotiated and has been reviewed and discussed by legal counsel for each of the
13 PARTIES, each of whom has had the full opportunity to propose revisions. This
14 AGREEMENT shall be construed and interpreted without any presumption or other rule
15 requiring constructional interpretation against a particular party based on drafting this
16 AGREEMENT. Should a PARTY observe a conflict among any provisions of this
17 Agreement or any material omission from this Agreement, that PARTY shall
18 immediately bring such conflict or omission to the attention of the other PARTY for
19 discussion and mutual resolution. The PARTIES shall work in good faith resolve such
20 conflicts and omissions.
21

22 23.04 Modification. This AGREEMENT may not be amended, supplemented or
23 otherwise modified unless expressly set forth in a written agreement signed by the
24 authorized representatives of the PARTIES.
25

26 23.05 Invalid Provisions. The invalidity or unenforceability of any particular term or
27 provision of this AGREEMENT shall not affect the validity or enforceability of any other
28 term or provision and this AGREEMENT. This AGREEMENT shall be construed in all
29 respects as if such invalid or unenforceable term or provision was omitted. The term or
30 provision shall be deemed inoperative and this AGREEMENT shall be modified to
31 conform to law. The PARTIES shall negotiate in good faith to amend this
32 AGREEMENT in order to effectuate, to the maximum extent possible, the intent of any
33 term or provision determined to be invalid or unenforceable.
34

35 23.06 Headings. Article and Section headings are for convenience only and do not in
36 any way limit or affect the terms and provisions of any Article or Section.
37

38 23.07 Gender and Grammar. Wherever appropriate in this AGREEMENT, the singular
39 shall be deemed to include the plural and the plural to include the singular, and
40 pronouns shall be deemed to include either or both genders.
41

42 23.08 Calculation of Time Periods. Unless otherwise specified, in calculating any
43 period of time, the day of the act or event not to be included and the last day of the
44 period is included, unless such last day is a Saturday, Sunday, or county holiday and in
45 such case the last day shall be the following county business day. The last day shall
46 end at 5:00 p.m., Pacific Time.

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

Date: 7-28-04

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS



Mary Hunt
Chair

Don James
Vice Chair

[Signature]
Member

Attest:

Approved as to Form:

Dagnahurst
Clerk of the Board

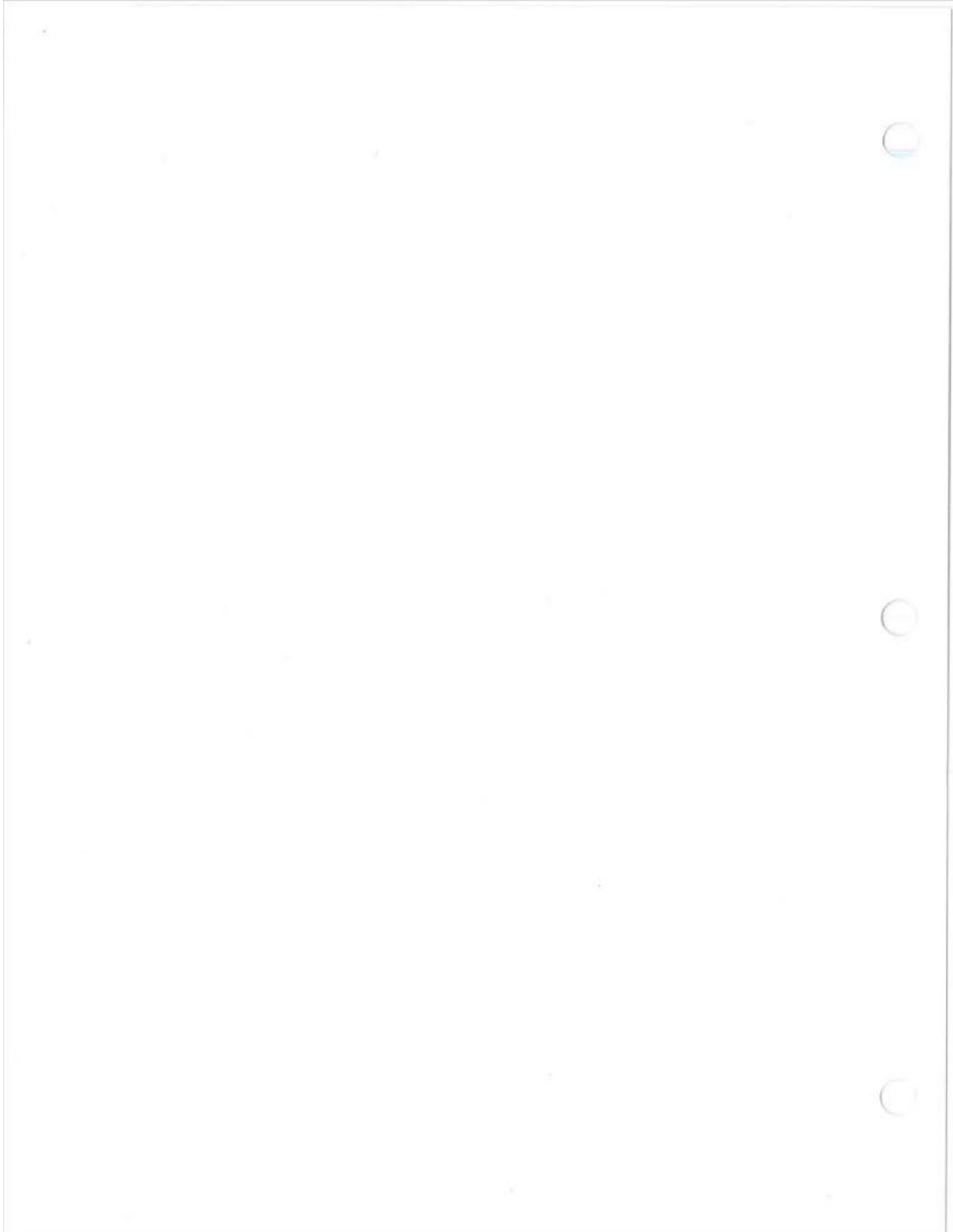
[Signature]
Prosecuting Attorney

Date: June 21, 2004

WASTE MANAGEMENT OF
WASHINGTON, INC.

By [Signature]
Signature

JAMES W. DE SICA 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 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.

“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 it 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 conclusions, and ea 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**

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.

RECITALS

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;

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:
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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 \text{ per ton} + (50\% \times 21.7\% \times \$0.42 \text{ 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.

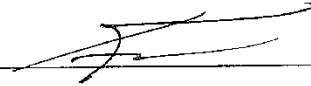
5. Other Terms Unchanged. Nothing in this Amendment amends or revises any other term or condition of the Host Agreement.

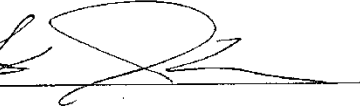
6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature by any Party received via .pdf file or facsimile shall be treated as an original.

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: 10-16-17

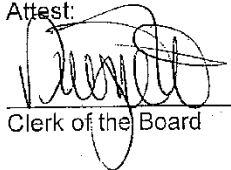
DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

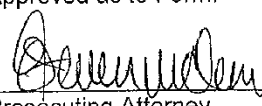
Chair 

Vice Chair 

Commissioner Walt Snyder



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

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SOLID WASTE DISPOSAL HOST AGREEMENT

This *Solid Waste Disposal Host Agreement*, hereafter referred to as the AGREEMENT 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. This AGREEMENT shall be effective upon the date that the PARTIES have executed this AGREEMENT (the "Effective Date"), as evidenced by the signatures below.

RECITALS

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, and desires to expand the LANDFILL.

WHEREAS, the LANDFILL is subject to zoning under the Douglas County Code and the contemplated expansion of the LANDFILL requires application for and approval of a Conditional Use Permit, hereafter referred to as the CUP;

WHEREAS, the COUNTY has the authority to condition a CUP for expansion of the LANDFILL upon mitigation of the environmental and infrastructure impacts of such expansion;

WHEREAS, WM is willing to voluntarily enter into this AGREEMENT to contribute financially to mitigate environmental and infrastructure impacts;

WHEREAS, the COUNTY has the authority to provide for public health, safety and welfare and to regulate disposal of Solid Waste within the COUNTY;

TERMS AND CONDITIONS

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:

ARTICLE I - DEFINITIONS

The following definitions shall be used in this AGREEMENT:

1.01 "Acceptable Waste" means all Solid Waste as defined within RCW 70.95.030 as it now exists or may hereafter be amended and that have met the requirements of this AGREEMENT.



- 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.

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ARTICLE XII - COMMUNITY RELATIONS

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

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

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

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

ARTICLE XIII - AGREEMENT FEES

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

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

- (a) Compliance and Enforcement Fee. WM shall pay the COUNTY, on a quarterly basis, the Compliance and Enforcement Fee in the amount of Five Cents (\$0.05) per Ton of Acceptable Waste actually disposed of at 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.

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ARTICLE XVII - CLOSURE AND POST CLOSURE

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

ARTICLE XVIII - NOTICES

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

- To the County: Board of County Commissioners
Douglas County Courthouse
213 Rainier
P.O. Box 747
Waterville, WA 98858
Fax: (509) 745-9045

- Copy to: Douglas County Prosecuting Attorney
Douglas County Courthouse
213 Rainier
P.O. Box 360
Waterville, WA 98858
Fax: (509) 745-8670

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

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

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

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.

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3 **ARTICLE XXIII – MISCELLANEOUS PROVISIONS**

4 23.01 Time. Time is of the essence of this AGREEMENT.

5 23.02 Entire Agreement. This AGREEMENT, including all appendices and other
6 documents attached hereto or referenced herein, constitutes the entire AGREEMENT
7 between the PARTIES concerning the subject matter hereof and supersedes all
8 previous correspondence, communications, agreements and understandings, whether
9 oral or written.

10
11 23.03 Construction - Interpretation. This AGREEMENT has been freely and fairly
12 negotiated and has been reviewed and discussed by legal counsel for each of the
13 PARTIES, each of whom has had the full opportunity to propose revisions. This
14 AGREEMENT shall be construed and interpreted without any presumption or other rule
15 requiring constructional interpretation against a particular party based on drafting this
16 AGREEMENT. Should a PARTY observe a conflict among any provisions of this
17 Agreement or any material omission from this Agreement, that PARTY shall
18 immediately bring such conflict or omission to the attention of the other PARTY for
19 discussion and mutual resolution. The PARTIES shall work in good faith resolve such
20 conflicts and omissions.

21
22 23.04 Modification. This AGREEMENT may not be amended, supplemented or
23 otherwise modified unless expressly set forth in a written agreement signed by the
24 authorized representatives of the PARTIES.

25
26 23.05 Invalid Provisions. The invalidity or unenforceability of any particular term or
27 provision of this AGREEMENT shall not affect the validity or enforceability of any other
28 term or provision and this AGREEMENT. This AGREEMENT shall be construed in all
29 respects as if such invalid or unenforceable term or provision was omitted. The term or
30 provision shall be deemed inoperative and this AGREEMENT shall be modified to
31 conform to law. The PARTIES shall negotiate in good faith to amend this
32 AGREEMENT in order to effectuate, to the maximum extent possible, the intent of any
33 term or provision determined to be invalid or unenforceable.

34
35 23.06 Headings. Article and Section headings are for convenience only and do not in
36 any way limit or affect the terms and provisions of any Article or Section.

37
38 23.07 Gender and Grammar. Wherever appropriate in this AGREEMENT, the singular
39 shall be deemed to include the plural and the plural to include the singular, and
40 pronouns shall be deemed to include either or both genders.

41
42 23.08 Calculation of Time Periods. Unless otherwise specified, in calculating any
43 period of time, the day of the act or event not to be included and the last day of the
44 period is included, unless such last day is a Saturday, Sunday, or county holiday and in
45 such case the last day shall be the following county business day. The last day shall
46 end at 5:00 p.m., Pacific Time.



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

Date: 7-28-04

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS



Mary Hunt
Chair

Sam Jones
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 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:

PERMITTING AGREEMENT – GWRLRC - 1

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.

Appendix C

“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 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.

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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.

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DOUGLAS COUNTY COMMISSIONERS

AFTER RECORDING MAIL TO:

Douglas County Board of Commissioners
Tiana Rowland
PO Box 747
Waterville WA 98858

COVER SHEET REQUIRED BY RCW 36.18 AND 64.04
(For Recording Purposes Only)

DOCUMENT TITLE(S) (or transactions contained therein):

1. **Second Amendment to Solid Waste Disposal Host Agreement**
- 2.

REFERENCE NUMBER(s) of documents assigned or released

_____ Additional numbers of page _____ of document

GRANTOR/BORROWER (Last name first, the first name and initials):

1. **Douglas County**
- 2.
- 3.

_____ Additional names on page _____ of document

GRANTEE/ASSIGNEE/BENEFICIARY (Last name first, the first name and initials):

1. **Waste Management**
- 2.

_____ Additional numbers of page _____ of document

ABBREVIATED LEGAL DESCRIPTION as follows (i.e. lot/block/plat or section/township/range/quarter/quarter):

NA.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

NA.



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SECOND AMENDMENT TO SOLID WASTE DISPOSAL HOST AGREEMENT

This Second 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.

RECITALS

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;

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, on or about October 29, 2012, the Parties entered into and executed the Amendment to Solid Waste Disposal Host Agreement;

WHEREAS, the Parties wish to amend further the Host Agreement to increase certain fees paid to the COUNTY, reduce or waive certain disposal rates, and provide for long-term disposal of the COUNTY's solid waste from a proposed transfer station;

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 Douglas County Solid Waste Program, for repairs, maintenance and improvements to the COUNTY's roads used as Designated Haul Routes, for mitigation of ongoing cumulative impacts associated with vehicle traffic delivering Imported Waste to the LANDFILL, and for Community Involvement Programs. In lieu of the previous Operating Fees paid to the COUNTY, WM shall pay to the COUNTY, on a quarterly basis, the following Operating Fees, as may be adjusted pursuant to Section 13.05:

(a) Compliance and Enforcement Fee. WM shall pay the COUNTY, on a quarterly basis, a Compliance and Enforcement Fee in the amount of

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TWENTY CENTS (\$0.20) per Ton of Acceptable Waste actually disposed of at the LANDFILL during the preceding Calendar Quarter. The Compliance and Enforcement Fee shall be used by the COUNTY for the compliance, enforcement, and abatement of "junk" related zoning violations within the COUNTY.

(b) Solid Waste Fee. WM shall pay the COUNTY, on a quarterly basis, a Solid Waste Fee in the amount of FIFTY-TWO CENTS (\$0.52) per Ton of Acceptable Waste actually disposed of at the LANDFILL during the preceding Calendar Quarter. The Solid Waste Fee shall be used by the COUNTY for the implementation of the Douglas County Solid Waste Program.

(c) Road Maintenance Fee. WM shall pay the COUNTY, on a quarterly basis, a Road Maintenance Fee in the amount of SEVENTY-FIVE CENTS (\$0.75) per Ton of Acceptable Waste actually disposed of at the LANDFILL during the preceding Calendar Quarter. The Road Maintenance Fee shall be used for repairs, maintenance and improvements of the COUNTY roads used as Designated Haul Routes and for mitigation of ongoing, cumulative impacts associated with the traffic delivering Imported Waste to the LANDFILL. The Road Maintenance Fee is not intended to pay for initial mitigation of traffic impacts under the CUP that may require road and/or intersection construction, realignment, improvement, and/or signalization.

(d) Community Involvement Fee. WM shall pay the COUNTY, on a quarterly basis, a Community Involvement Fee in the amount of TWENTY CENTS (\$0.20) per ton of Acceptable Waste actually disposed of at the LANDFILL during the preceding Calendar Quarter. The Community Involvement Fee shall be used for investment in projects and activities as directed by the BOCC that will not only enhance the reputation of WM in the community by exhibiting strong community connections, but will contribute to the well-being of the community as a whole.

3. **Amendment to Adjustments in Operating Fees.** Section 13.05 of the Host Agreement shall be revised in its entirety to read as follows:

13.05. Adjustments in Operating Fees. Beginning on January 1, 2027, and every SEVEN (7) years thereafter, the Operating Fees shall be adjusted by a percentage equal to FIFTY PERCENT (50%) of the change over the preceding seven years in the Consumer Price Index ("CPI"), July to July, for U.S. City Average (Not Seasonally Adjusted, All items) (1982-84 = 100) as published by the Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The calculation of the CPI adjustment to the Operating Fees shall be based on the CPI published for July 2019 and for July 2026, and for each seven-year anniversary thereafter. For purposes of clarification, the following example sets forth the calculation of the amount of the adjustment to the Solid Waste Fee component of the Operating Fees:



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Hypothetical Example

CPI (July 2019) = 230.00
CPI (July 2026) = 280.00
% Change over 7 Years = 21.7%
Solid Waste Fee (2020) = \$0.52 per ton
Solid Waste Fee (2027) = \$0.52 per ton + (50% x 21.7% x \$0.52 per ton) = \$0.58 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. **COUNTY Disposal Rate for Transfer Station; Exclusivity.** Upon completion and commencement of operations of the COUNTY's proposed Transfer Station in Douglas County, the Parties shall negotiate and execute a long-term solid waste disposal contract for all Acceptable Waste received by the COUNTY at the Transfer Station. In exchange for the COUNTY'S agreement to deliver all Acceptable Waste to the LANDFILL, WM agrees to negotiate a disposal rate of \$25-\$30 per ton (not including any applicable fees or taxes) for all Acceptable Waste delivered to the LANDFILL from the Transfer Station. The Parties shall negotiate in good faith the disposal rate within this rate range based on then-current operational and market conditions. The long-term disposal agreement contract shall have an initial term of TEN (10) years and two options to extend the term of the contract by TEN (10) years upon by mutual agreement of the Parties. The initial disposal rate for the long-term disposal agreement shall adjust annually on January 1st of each calendar year after the effective date of the long-term disposal agreement by a percentage equal to FIFTY PERCENT (50%) of the change over the preceding year in the Consumer Price Index ("CPI"), July to July, for U.S. City Average (Not Seasonally Adjusted, All items) (1982-84 = 100) as published by the Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). If the County does not complete construction and commence operations of the COUNTY's proposed Transfer Station before January 1, 2030, this Section shall be null and void.

6. **Other Disposal Rates/Waivers.** WM agrees to charge the following reduced disposal rates or waive disposal fees in the following circumstances:

(a) **Disposal Rate Waiver.** WM shall not charge disposal fees for the following types of Acceptable Waste. Any Acceptable Waste delivered to and disposed of at the LANDFILL under this subsection (a) shall not be included in the calculation of the Operating Fees in Section 13.05 or the amounts paid into the Scholarship Fund in Section 12.04.

1. Acceptable Waste collected by and delivered to the LANDFILL by the Douglas County Solid Waste Youth Litter Crew and/or Code Compliance Officers.
2. No more than 700 tons per year of Acceptable Waste collected by and delivered to the LANDFILL by the COUNTY as part of any COUNTY-conducted abatement of properties.

(b) **Reduced Disposal Rate.** WM shall reduce its Posted Gate Rate by 70% (i.e., a 70% reduction) for the following types of Acceptable Waste. All other applicable fees and taxes shall apply.

1. Acceptable Waste collected by and delivered to the LANDFILL by parties other than the COUNTY as part of any COUNTY-ordered abatement of properties

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DOUGLAS COUNTY COMMISSIONERS

determined to be public nuisances under Douglas County Code Chapter 8.32. On or before delivery of the Acceptable Waste to the LANDFILL, the COUNTY shall notify WM in writing (a) that the Acceptable Waste is from a COUNTY-ordered abatement, and (b) the address or location of the abatement project.

2. All non-hazardous solids/street sweepings collected by and delivered to the LANDFILL by the COUNTY as part of the COUNTY's street sweeping program, provided that all such street sweepings are not "liquid wastes" as defined in WAC 173-351-100 (i.e., failing paint filter test). Any sweeping delivered to and disposed of at the LANDFILL under this subsection shall not be included in the calculation of the Operating Fees in Section 13.05 or the amounts paid into the Scholarship Fund in Section 12.04.

(c) **Annual Residential Free Disposal Day.** WM shall not charge disposal fees for COUNTY residents delivering Acceptable Waste to the LANDFILL on the COUNTY's annual free disposal day. Any Acceptable Waste delivered to and disposed of at the LANDFILL under this subsection (c) shall not be included in the calculation of the Operating Fees in Section 13.05 or the amounts paid into the Scholarship Fund in Section 12.04. WM shall continue to provide free disposal pursuant to the is Section until December 31, 2026, at which time WM may, in its sole discretion, decide to discontinue the free disposal day program because it is no longer feasible or financially justified.

7. **Other Terms Unchanged.** Nothing in this Amendment amends or revises any other term or condition of the Host Agreement.

8. **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.

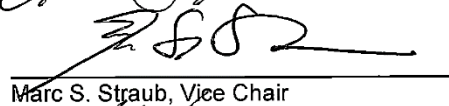
DATED this 11 ^{may}th day of ~~April~~ 2020 at Waterville, Washington.



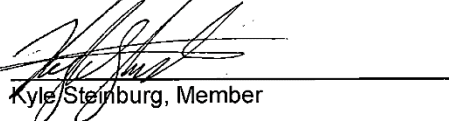
BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON



Dan Sutton, Chair



Marc S. Straub, Vice Chair



Kyle Steinburg, Member



Thad L. Duvall, Auditor, Douglas County, WA. AFN # 3230268
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DOUGLAS COUNTY COMMISSIONERS

ATTEST:

Tiana Rowland, Clerk of the Board

Approved as to form:

Jim Mitchell, Civil Deputy Prosecuting Attorney
WSBA #31031

Date: _____

WASTE MANAGEMENT OF WASHINGTON, INC:

5/5/20
Signature

Jason Rose, President
Print Name and Title

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**Appendix H:
SEPA Checklist, Determination of
Non-significance, and Response to SWMP
Comments**

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Background

1. Name of proposed project, if applicable:

- **Douglas County Solid Waste and Hazardous Risk Waste Management Plan**

2. Name of applicant:

- **Douglas County**

3. Address and phone number of applicant and contact person:

**Becci Piepel, Director
Douglas County Solid Waste
140 19th St NW # B
East Wenatchee, WA 98802
Phone: (509) 886-0899**

4. Date checklist prepared:

- January 15, 2024

5. Agency requesting checklist:

- Douglas County Solid Waste Department

6. Proposed timing of schedule (including phasing, if applicable):

- This checklist is submitted for a non-project proposal intended to update the Douglas County long-range plan for solid waste management, recycling, and disposal. The proposed Solid Waste and Hazardous Waste Management Plan is undergoing public review and comment. A final copy of the Solid Waste and Hazardous Waste Management Plan is expected to be approved by all cities and towns in Douglas County, the Douglas County Board of Commissioners, and the Washington State Department of Ecology (Ecology) in 2024.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

- Ecology's guidelines (Guidelines for Development of Local Comprehensive Solid Waste Management Plans and Plan Revisions) require solid waste and hazardous waste management plans to be reviewed and, if necessary, updated periodically.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

- Does not apply.

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.

- No, this SEPA Checklist is intended to address only programs and activities specifically recommended in the Solid Waste and Hazardous Waste Management Plan. It is assumed

that any new private or public facilities will need to complete a separate SEPA review process as appropriate.

-

10. List any government approvals or permits that will be needed for your proposal, if known.

- State Law (Revised Code of Washington 70A.200) and guidelines issued by Ecology require a public review period for this plan for a minimum of 30 days, require that the plan be reviewed by the Washington Utilities and Transportation Commission and the Department of Agriculture, and require Ecology to examine and comment on the preliminary draft of the plan. The Board of County Commissioners and the cities and towns must also adopt the final draft of the plan. After adoption by the County and cities, Ecology must approve the plan before it becomes effective.

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.)

- Thurston County is required by State law to maintain a solid waste management plan in a “current and applicable condition.” The existing solid waste management plan was completed in 2018 and is outdated in several areas. In addition to updating the discussion of current facilities and programs, the new proposed solid waste management plan contains a number of recommendations. Most of these recommendations represent refinements to existing policies and programs, based on the goal of decreasing reliance on landfills (by increasing waste reduction, recycling, and composting) and reducing environmental impacts caused by existing activities. The recommendations proposed in the Solid Waste and Hazardous Waste Management Plan can be found in Chapter 11 – Implementation Plan.

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 Solid Waste and Hazardous Waste Management Plan addresses activities and programs that occur throughout Douglas County.

Environmental Elements

1. Earth

a. General description of the site:

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

The facilities and programs addressed by the Solid Waste and Hazardous Waste Management Plan recommendations are inclusive of the entire County and include all of the above.

b. What is the steepest slope on the site (approximate percent slope)?

Does not apply; there is no specific site being addressed by this Plan.

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.

Does not apply; there is no specific site being addressed by this Plan.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Does not apply; there is no specific site being addressed by this Plan.

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.

Does not apply; there is no specific site being addressed by this Plan.

f. Could erosion occur because of clearing, construction, or use? If so, generally describe.

Does not apply; there is no specific site being addressed by this Plan,

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Does not apply; there is no specific site being addressed by this Plan.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.

Does not apply; there is no specific site being addressed by this Plan.

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.

No significant emissions are anticipated as a result of the recommendations made by this Plan.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

Does not apply; there is no specific site being addressed by this Plan.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:**

Does not apply; there is no specific site being addressed by this Plan.

3. Water

- a. Surface:**

- 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.**

Does not apply; there is no specific site being addressed by this Plan.

- 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.**

Does not apply; there is no specific site being addressed by this Plan.

- 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.**

Does not apply; there is no specific site being addressed by this Plan.

- 4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.**

Does not apply; there is no specific site being addressed by this Plan.

- 5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

Does not apply; there is no specific site being addressed by this Plan.

- 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.**

Does not apply; there is no specific site being addressed by this Plan.

- b. Ground:**

- 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 a general description, purpose, and approximate quantities if known.**

Does not apply; there is no specific site being addressed by this Plan.



2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (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.

Does not apply; there is no specific site being addressed by this Plan.

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.

Does not apply; there is no specific site being addressed by this Plan.

2. Could waste materials enter ground or surface waters? If so, generally describe.

Does not apply; there is no specific site being addressed by this Plan.

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Does not apply; there is no specific site being addressed by this Plan.

d. **Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:**

Does not apply; there is no specific site being addressed by this Plan.

4. Plants

a. **Check the types of vegetation found on the site:**

- 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?**

Does not apply; there is no specific site being addressed by this Plan.

c. List threatened and endangered species known to be on or near the site.

Does not apply; there is no specific site being addressed by this Plan.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

Does not apply; there is no specific site being addressed by this Plan.

e. List all noxious weeds and invasive species known to be on or near the site.

Does not apply; there is no specific site being addressed by this Plan.

5. Animals

a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site.

Examples include:

- **Birds: hawk, heron, eagle, songbirds, other:**
- **Mammals: deer, bear, elk, beaver, other:**
- **Fish: bass, salmon, trout, herring, shellfish, other:**

All of these types of birds and animals can be found in Douglas County.

b. List any threatened and endangered species known to be on or near the site.

Does not apply; there is no specific site being addressed by this Plan.

c. Is the site part of a migration route? If so, explain.

Does not apply; there is no specific site being addressed by this Plan.

d. Proposed measures to preserve or enhance wildlife, if any.

Does not apply; there is no specific site being addressed by this Plan.

e. List any invasive animal species known to be on or near the site.

Does not apply; there is no specific site being addressed by this Plan.

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.

Several of the activities recommended in the Plan will require small additional amounts of electrical power to support normal, everyday activities.



- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

Does not apply; there is no specific site being addressed by this Plan.

- 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.**

Does not apply; there is no specific site being addressed by this Plan.

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 because of this proposal? If so, describe.**

No, although the Plan recommends the construction of a Household Hazardous Waste Facility and increased education and outreach for that facility, these activities should help prevent these types of environmental health issues in future. Addition information can be found in Chapter 8 – Moderate-Risk Waste.

- 1. Describe any known or possible contamination at the site from present or past uses.**

Does not apply; there is no specific site being addressed by this Plan.

- 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.**

Does not apply; there is no specific site being addressed by this Plan.

- 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.**

Does not apply; there is no specific site being addressed by this Plan.

- 4. Describe special emergency services that might be required.**

Does not apply; there is no specific site being addressed by this Plan.

- 5. Proposed measures to reduce or control environmental health hazards, if any.**

Does not apply; there is no specific site being addressed by this Plan.

- b. Noise**

- 1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

Does not apply; there is no specific site being addressed by this Plan.

- 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)?**

Does not apply; there is no specific site being addressed by this Plan.

- 3. Proposed measures to reduce or control noise impacts, if any:**

Does not apply; there is no specific site being addressed by this Plan.

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.**

Does not apply; there is no specific site being addressed by this Plan.

- 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 because 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?**

Does not apply; there is no specific site being addressed by this Plan.

- 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?**

Does not apply; there is no specific site being addressed by this Plan.

- c. Describe any structures on the site.**

Does not apply; there is no specific site being addressed by this Plan.

- d. Will any structures be demolished? If so, what?**

Does not apply; there is no specific site being addressed by this Plan.

- e. What is the current zoning classification of the site?**

Does not apply; there is no specific site being addressed by this Plan.

- f. What is the current comprehensive plan designation of the site?**

Does not apply; there is no specific site being addressed by this Plan.

- g. If applicable, what is the current shoreline master program designation of the site?**

Does not apply; there is no specific site being addressed by this Plan.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

Does not apply; there is no specific site being addressed by this Plan.



i. Approximately how many people would reside or work in the completed project?

Does not apply; there is no specific site being addressed by this Plan.

j. Approximately how many people would the completed project displace?

Does not apply; there is no specific site being addressed by this Plan.

k. Proposed measures to avoid or reduce displacement impacts, if any.

Does not apply; there is no specific site being addressed by this Plan.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

Does not apply; there is no specific site being addressed by this Plan.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

Does not apply; there is no specific site being addressed by this Plan.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Does not apply.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Does not apply.

c. Proposed measures to reduce or control housing impacts, if any:

Does not apply.

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?

Does not apply.

b. What views in the immediate vicinity would be altered or obstructed?

Does not apply.

c. Proposed measures to reduce or control aesthetic impacts, if any:

Does not apply.

11. Light and glare

- a. **What type of light or glare will the proposal produce? What time of day would it mainly occur?**

Does not apply; there is no specific site being addressed by this Plan.

- b. **Could light or glare from the finished project be a safety hazard or interfere with views?**

Does not apply; there is no specific site being addressed by this Plan.

- c. **What existing off-site sources of light or glare may affect your proposal?**

Does not apply; there is no specific site being addressed by this Plan.

- d. **Proposed measures to reduce or control light and glare impacts, if any:**

Does not apply; there is no specific site being addressed by this Plan.

12. Recreation

- a. **What designated and informal recreational opportunities are in the immediate vicinity?**

Does not apply; there is no specific site being addressed by this Plan.

- b. **Would the proposed project displace any existing recreational uses? If so, describe.**

Does not apply; there is no specific site being addressed by this Plan.

- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

Does not apply; there is no specific site being addressed by this Plan.

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.**

Does not apply; there is no specific site being addressed by this Plan.

- 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.**

Does not apply; there is no specific site being addressed by this Plan.

- 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.

Does not apply; there is no specific site being addressed by this Plan.

- 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.**

Does not apply; there is no specific site being addressed by this Plan.

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.**

Does not apply; there is no specific site being addressed by this Plan.

- 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?**

Does not apply; there is no specific site being addressed by this Plan.

- c. 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).**

Does not apply; there is no specific site being addressed by this Plan.

- d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

Does not apply; there is no specific site being addressed by this Plan.

- e. 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?**

Does not apply; there is no specific site being addressed by this Plan.

- f. 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.**

Does not apply; there is no specific site being addressed by this Plan.

- g. Proposed measures to reduce or control transportation impacts, if any:**

Does not apply; there is no specific site being addressed by this Plan.

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.**

Does not apply.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

Does not apply; there is no specific site being addressed by this Plan.

16. Utilities

- a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

Does not apply; there is no specific site being addressed by this Plan.

- 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.**

Does not apply; there is no specific site being addressed by this Plan.

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.

X

Type name of signee: Becci Piepel

Position and agency/organization: Douglas County Solid Waste Director

Date submitted:

Supplemental sheet for nonproject actions

Do not use this section 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?

By providing for secure disposal of solid wastes and increased waste reduction and recycling activities, the Plan is expected to decrease impacts and discharges to water and air, and to provide for more secure handling of toxic or hazardous substances that may be part of the solid waste stream. No substantial increases or decreases in noise levels are expected as a result of the SWMP's recommendations.

- **Proposed measures to avoid or reduce such increases are:**

Does not apply.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

No significant impacts to plant, animal, fish, or marine life are expected.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

Does not apply.

3. How would the proposal be likely to deplete energy or natural resources?

A small amount of energy and materials will be needed to implement the recommendations in the Plan, but this is expected to be more than offset by the energy and resources conserved as the result of increased waste prevention, recycling, and composting recommended by the Plan.

- **Proposed measures to protect or conserve energy and natural resources are:**

Does not apply.

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?

No substantial impacts, either positive or negative, to environmentally sensitive or other protected areas are expected to result from the recommendations in the Plan.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**

Does not apply.

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?

No substantial impacts, either positive or negative, to land and shoreline use are expected to result from the recommendations in this Plan.

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**

Does not apply.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Minor changes are proposed for public services and to several aspects of the waste collection system.

- **Proposed measures to reduce or respond to such demand(s) are:**

None.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The Solid Waste and Moderate Risk Waste Management Plan was prepared in response to State requirements for the proper management of solid waste. This Plan is intended to comply with all applicable local, state, and federal laws and requirements regarding protection of the environment.

Appendix I: WUTC Cost Assessment

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WUTC COST ASSESSMENT QUESTIONNAIRE

INTRODUCTION

By state law (RCW 70.95.090), solid waste management plans are required to include:

“...an assessment of the plan’s impact on the costs of solid waste collection. The assessment shall be prepared in conformance with guidelines established by the Utilities and Transportation Commission (WUTC or Commission). The Commission shall cooperate with the Washington state association of counties and the association of Washington cities in establishing such guidelines.”

The following WUTC Cost Assessment Questionnaire (Questionnaire) has been prepared in accordance with the guidelines prepared by the WUTC (WUTC 1997). The purpose of this Questionnaire 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 requests this information in order 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 (either implemented or recommended) with potential rate impacts.

Douglas County Cost Assessment Questionnaire

Prepared By: Josiah Close, HDR

Telephone: (425) 614-9124

Email: Josiah.Close@hdrinc.com

Date: December 8, 2023

Definitions: The Solid Waste and Moderate Risk Waste Management Plan (Plan) is a long-term strategy that includes management, storage, collection, diversion, transportation, treatment, use, processing, and final disposal of the County’s solid waste. The Plan covers a twenty-year span and the Questionnaire has defined the period of review for the cost assessment in the Table 1, below.

Table 1 – Cost Assessment Period	
Year	Plan Year
1	2024
2	2025
3	2026
4	2027
5	2028
6	2029

The County’s fiscal year is the same as the calendar year (CY) - that is - January through December. The County worked in conjunction with local governments and citizens as well as HDR to develop a county-wide, comprehensive plan. No other jurisdictions have developed a plan exclusive of the County.

Demographics

The data source for population projections used in the development of the plan is the Washington State Office of Financial Management (OFM). In order to maintain a conservative yet accurate approach, the population projections utilize the “medium” case figures from the OFM. 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 through six. The 2022 population of 43,800 was taken from Table 2-1 of the Plan and is utilized as the starting point. This figure was then projected for 2024 through 2029 by extrapolating the projected population growth with the help of addition projection data from OFM for 2025 and 2030. Table 2, below, shows the population projection by year for use in the Questionnaire.

Table 2 – Population Projection			
Year	Plan Year	Douglas County Population	Percentage Change
1	2024	44,833	1.2%
2	2025	45,340	1.1%
3	2026	45,822	1.1%
4	2027	46,309	1.1%
5	2028	46,801	1.1%
6	2029	47,299	1.1%

Waste Stream Generation

The following in Table 3 details the estimated waste generation and recycling tonnage for the County. Waste generation is estimated at 8.98 pounds per person per day, based on Table 2-2 in the Plan.



Table 3 – Waste Generation					
Year	Plan Year	Waste Generation (Tons)	MSW Disposed (Tons)	Recycled & Diverted (Tons)	Other Waste (Tons)
1	2024	73,474	59,401	14,034	0
2	2025	74,305	60,073	14,192	0
3	2026	75,095	60,712	14,343	0
4	2027	75,894	61,357	14,496	0
5	2028	76,701	62,010	14,650	0
6	2029	77,516	62,669	14,806	0

It is important to note that the recycling rate is assumed at 19.1% which is an unrounded version of the figure from the Plan of 19%. This was done in order to maintain the appropriate relationships in the projection of solid waste tonnages.

Waste Generation Assumptions:

- Figures, except the “Year” and “Plan Year”, are shown as tons per year (TPY). Projected waste generation figures for 2024 through 2029 are based on the waste generation rate for 2018 (8.98 pounds per person per day) which is the most recent available and based on Ecology tonnage records in conjunction with the population forecasts from OFM.
- The projected amounts of recycling and diversion, disposed municipal solid waste (MSW) assume the same percentage of the total waste generated as in 2018
- MSW Disposed per person per day is 7.26 pounds or 2,650 pounds per year (based on 2018 data)
- Other waste include construction, demolition, and land clearing wastes disposed at limited purpose landfills

System Program Component Costs

System costs reported in this questionnaire are funded by County revenues and through nominal grants.

WASTE REDUCTION PROGRAMS

Existing education and outreach waste reduction programs implemented by the County:

- “Pay-as-you-throw” rates
- Public education and outreach
- Non-profit reuse stores for building materials, used clothes, furniture, and home goods
- Curbside recycling in the City of East Wenatchee and Town of Rock Island
- Community drop boxes in the cities and towns of Bridgeport, Mansfield, and Waterville
- Public event recycling such as at sports facilities or where vendors are selling single-use aluminum, glass, or plastic bottles and cans.

The costs of providing the waste reduction programs are included within the County’s solid waste budget and are funded through County revenues or via contracts and agreements.

Solid Waste Collection Programs

Curbside collection of MSW is mandatory within city and town limits (Bridgeport, East Wenatchee, Mansfield, Rock Island, and Waterville) of the County but not mandatory in the unincorporated areas. Collection is conducted by a number of private entities including Zippy Disposal Services, Inc., Sunrise Disposal, Inc., and Waste Management of Washington. The following table details information about the WUTC-regulated collection in the County.

Table 4 – Projection of Population and MSW Collection within Douglas County							
Collection Entity		2024	2025	2026	2027	2028	2029
Incorporated	Pop	19,663	19,885	20,097	20,310	20,526	20,745
	Tons	26,052	26,347	26,627	26,910	27,196	27,486
Unincorporated	Pop	25,170	25,455	25,725	25,999	26,275	26,554
	Tons	33,349	33,726	34,085	34,447	34,813	35,183
Total Population		44,833	45,340	45,822	46,309	46,801	47,299
Total Tons		59,401	60,073	60,712	61,357	62,010	62,669

** Projected 2024 through 2029 data based on assumed waste generation rates and population growth rates applied to 2022 population and 2018 tonnage data*

There is currently one operating transfer station located in Douglas County located in Brewster, Washington. This transfer station is owned and operated by Okanogan County and accepts waste produced or generated in Douglas County. An Interlocal Agreement for acceptance, recycling, and disposal of Douglas County MSW was executed in 2023, which allows for operations of this transfer station as long as the facility meets or exceed recycling requirements as authorized by the Plan. MSW accepted at the transfer station is disposed at the Okanogan County Landfill. Self-haulers in the County can also dispose MSW at the Waste Management Wenatchee Transfer Station which is then transferred and disposed at the Greater Wenatchee Regional Landfill operated by Waste Management.

Organics Collection Programs

Waste Management provides every-other-week yard debris collection in East Wenatchee, Rock Island, and the Urban Growth Areas surrounding these municipalities. The collected yard debris is taken to the privately owned and operated Stemilt Compost Facility in Wenatchee for composting. There are currently no compost facilities operating within the County. Stemilt operates a green waste drop-off collection site within the City of Wenatchee, and Winton Manufacturing Compost Works operates a yard and wood



waste drop-off collection site in Leavenworth (both sites located in Chelan County). Douglas County encourages home composting of yard waste and food waste on its website. Information on home composting can be found at the Solid Waste Division comprehensive website.

Recycling Programs

Currently, residential recyclable collection services are offered in East Wenatchee and Rock Island and in the urban growth area surrounding these jurisdictions in the County. The collection and recycling relationship is addressed in greater detail in Chapter 3 of the Plan which includes collection system alternatives to be considered to promote recycling. Table 3-1 of the Plan shows the recycling drop-off service in the County. Table 3-3 of the Plan shows the primary markets for specific materials and comments on factors that affect them as of November 2023.

The assumed recycling rate is 19.1% of the total waste collected and this rate was used to project the future amount of recycling tons. It is important to note that this rate is an unrounded version of the figure from the Plan of 19%. This was done in order to maintain the appropriate relationships in the projection of solid waste tonnages, specifically for the non-recyclables or other waste. Table 5 shows a projection of recycling and non-recyclable tons based on the 2018 data from Table 2-2 in the Plan.

Year	Plan Year	Recycling (Tons)
1	2024	14,034
2	2025	14,192
3	2026	14,343
4	2027	14,496
5	2028	14,650
6	2029	14,806

Energy Recovery & Incineration (ER&I) Programs

Transfer and Disposal of MSW from the County is disposed of at the Waste Management Greater Wenatchee Regional Landfill (GWRL). The GWRL site has an active landfill gas collection system, and the collected gas is currently managed combustion through a flare. A renewable energy plant is planned for the landfill in the future. The planned energy plant will utilize landfill gas to generate renewable electricity as part of the broader Waste Management initiatives to extract value from waste.

Expenses

The project expenses (2024 – 2029) for the County are shown below in Table 5 are based on cost figures escalated from the 2023 budget by assumed inflationary factors.

Table 6 – Cost per Ton						
	2024	2025	2026	2027	2028	2029
Total Expenses	\$802,167	\$887,156	\$967,710	\$1,006,709	\$1,047,279	\$1,089,484
MSW Tons	59,401	60,073	60,712	61,357	62,010	62,669
Cost / MSW Ton	\$13.50	\$14.77	\$15.94	\$16.41	\$16.89	\$17.38

Funding Mechanisms

Administrative responsibility for solid waste handling systems in the County is currently divided among several agencies and jurisdictions in local, county, and state governments. The County's solid waste responsibilities are handled through the Douglas County Solid Waste Department. Responsibilities include administering and staffing public education programs, administering contracts, maintaining all elements of the Plan as adopted, and providing staff support to the Solid Waste Advisory Committee (SWAC). The Solid Waste Department is funded by the fees collected from an assessment on curbside garbage collection in the unincorporated areas of the County and fees assessed under the Host Agreement with WM for the GWRL. The County also receives grant monies from Ecology for solid waste management planning activities, litter cleanup, and pilot projects. Provided in Table 7 is a summary of the revenues received by the County based on the 2023 budget.

Table 7 – County Revenues		
System Funding Source	2023 Budget	Funding Percentage
Host Fee	\$137,376	18.9%
Waste Hauler Fee	195,289	26.9%
Grant Revenues	160,506	22.1%
WSDOT Fee	127,147	17.5%
Miscellaneous	<u>105,000</u>	<u>14.5%</u>
Total Funding Sources	\$725,319	100.0%

The following assumptions were used to project revenues and expenses on an annual basis:

- **Revenues**
 - Customer Growth – 1.0%
 - Misc. Revenue – 1.0%
- **Expenses**
 - Personnel – 3.5%
 - Internal Services – 3.0%
 - Professional Services – 3.0%
 - Operating Costs – 3.0%
 - Miscellaneous – 2.5%
 - Flat – 0.0%



- General Inflation – 3.0%

Table 8 - Projected Revenues and Expenses (\$000s)						
Costs	2024	2025	2026	2027	2028	2029
Revenues						
Host Fee	\$139	\$140	\$142	\$143	\$144	\$146
Waste Hauler Fee	197	199	201	203	205	207
Grant Revenues	162	164	165	167	169	170
WSDOT	128	130	131	132	134	135
Other Misc. Revenue	<u>106</u>	<u>107</u>	<u>108</u>	<u>109</u>	<u>110</u>	<u>111</u>
Total Revenue	\$733	\$740	\$747	\$755	\$762	\$770
Expenses						
Total O&M	\$845	\$874	\$902	\$930	\$960	\$991
Rate Funded Capital	5	8	10	15	20	25
Debt Service	0	53	53	53	53	53
Total Reserve Funding	<u>(48)</u>	<u>(47)</u>	<u>3</u>	<u>8</u>	<u>14</u>	<u>20</u>
Total Expenses	\$802	\$887	\$968	\$1,007	\$1,047	\$1,089
<i>Bal. / (Def.) of Funds</i>	<i>(\$70)</i>	<i>(\$147)</i>	<i>(\$220)</i>	<i>(\$252)</i>	<i>(\$285)</i>	<i>(\$320)</i>

Table 8 – above - utilizes the County’s 2023 budgeted revenues and expenses. Those are then inflated by the escalation factors that were shown previously. As can be seen, current revenues are not sufficient to fully fund the projected expenses which includes the additional operating and maintenance expenses as well as capital expenses proposed in the Plan. It is important to note that it is assumed that the County will need to secure funding for the MRW Collection Facility in 2024 and 2025 and that the financial analysis assumes that available reserves and long-term debt will be used. Given the deficiency of funds in 2024 through 2029 based on the 2023 budget, it is recommended that the County should address the revenue shortfall by either a future revenue adjustment or securing other funding sources such as grants, etc. Additionally, as it is projected that the population – and therefore solid waste tonnage – will increase in the next six years the County should strategize about how this transition should happen as some costs may not increase proportionally with the service population while maintaining the same, high level of service from the County.