

Whatcom County

1999

Comprehensive Solid Waste Management Plan

Finalized, November - 1999

Whatcom County

1999 Final Comprehensive Solid Waste Management Plan

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EXECUTIVE SUMMARY

Plan Purpose and Organization

This Comprehensive Solid Waste Management Plan ("Plan") describes the existing conditions, needs, alternatives, and recommendations for the management of solid waste in Whatcom County. This Plan was prepared to fulfill the requirements of state law, Chapter 70.95 RCW, which mandates that local governments prepare local solid waste management plans at least once every five years. This 1997 Plan updates and supersedes the previously adopted 1990 Plan.

The region covered by this Plan includes the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas, and most of the unincorporated areas of Whatcom County. The Lummi and Nooksack reservations are excluded from the planning area. This Plan is intended to serve as a guiding document for the 1998-2002 five-year planning period.

This Plan is organized in thirteen chapters. Chapter 1 describes the planning area, process used for developing this Plan, and the results of previous planning efforts. Chapter 2 describes the physical and demographic characteristics of Whatcom County. Chapter 3 summarizes the variety of solid waste systems serving Whatcom County, for both municipal solid waste and other special waste streams, and provides waste stream projections for the next twenty years. Chapters 4 through 12 detail various components of the solid waste management system, including waste prevention, recycling, market development (for collected recyclables), solid waste processing and export, collection, transfer, incineration, landfilling, and administration/ enforcement.

In each of these chapters, the existing conditions of the waste management component are described, needs and opportunities identified, alternative solutions listed, and recommendations provided, based on suggestions provided by the County's Solid Waste Advisory Committee. Finally, each chapter includes a description of the implementation cost, responsibility, and timing for each recommendation.

Estimated staffing levels and costs are provided for each recommendation. These estimates are for planning purposes only. Actual annual expenditures will be reviewed by the Executive Committee (subject to interlocal agreements) and approved by the County Council.

Overview of Whatcom County's Solid Waste System

Whatcom County's solid waste management system comprises a number of private collection, processing, and disposal services, with operations based on a number of County ordinances and city contracts. The County has adopted both Disposal and Collection Districts and a Service Level Ordinance directing garbage and recycling collection services in areas regulated by the Washington Utilities and Transportation Commission.

The County also has a currently adopted Flow Control Ordinance (FCO) which directs the flow of solid waste to facilities that meet County requirements and have disposal agreements with the County. The enforcement of the FCO was suspended in early 1997 in response to an arbitrator's findings that the ordinance was in conflict with the commerce clause of the U.S. Constitution. Although enforcement of the ordinance and associated disposal site agreements has been suspended, the FCO is still currently part of the Whatcom County Code (WCC 8.13). The discussion of the FCO in this Plan has been retained from previous Plan drafts, since Whatcom County Code still contains flow control provisions and the existence of the FCO has influenced both the development and structure of disposal facilities in Whatcom County.

The Ordinance required in-county disposal sites to have disposal agreements with the County that allow for rate ceilings and the collection of a County disposal surcharge. The Ordinance specified the following waste management practices in the following priority order:

- (1) Recycling through acceptance and segregated marketing of source-separated recyclable materials, including source-separated compostable materials;
- (2) Processing of recyclable materials, including compostable materials contained in unseparated County solid waste;
- (3) Incineration with energy recovery of separated waste;
- (4) Incineration without energy recovery of separated waste;
- (5) Landfilling of separated waste;
- (6) Incineration with energy recovery of unseparated solid waste;
- (7) Incineration without energy recovery of unseparated solid waste;
- (8) Landfilling of unseparated solid waste.

These disposal and processing priorities further refined the State waste management priorities expressed in Chapter 70.95 RCW, which specify the priorities of: waste reduction (prevention); recycling; energy recovery, incineration, or landfilling of separated wastes; and energy recovery, incineration, or landfilling of mixed wastes. The County's priorities did not conflict with the State's priorities, but instead provided a further expansion of local waste processing preferences. It is recognized that either the State or County priorities may change during the planning period; however, compliance with the intent of State priorities will be maintained.

The Flow Control Ordinance did not specifically direct waste to a particular facility, but rather established priorities for the flow of materials through the County solid waste system. Theoretically, any disposal facility that met the requirements of prioritized handling, all local, state, and federal regulations, and was consistent with this Plan, would be eligible to obtain a disposal agreement with the County.

Solid waste from collection routes and drop-boxes in Bellingham is directed by municipal contract to the Recomp of Washington disposal facility. Solid waste from unincorporated areas and small cities in the County is delivered to private solid waste handling facilities. At the time this Plan was written, private disposal facilities included Recomp of Washington, Inc., Recycling and Disposal Services, Inc. and Olivine Corporation.

Essentially all Municipal Solid Waste (MSW) generated in Whatcom County in 1995 was delivered to one site, Recomp of Washington Inc. (Recomp). According to Recomp, a total of 86,522 tons of Whatcom County MSW were received in 1995. Recomp also incinerated 1,886 tons of imported medical waste and 179 tons of maritime waste from Vancouver, B.C. Of the 88,587 combined tons of MSW and medical waste handled at Recomp, 30,958 tons were incinerated at Recomp, 30,032 tons were incinerated at Olivine Corporation's facility and the remainder was hauled to a regional landfill in Roosevelt, Washington.

The flow of waste in the unincorporated portion of Whatcom County in 1996 was different than 1995 due to the start-up of Recycling and Disposal Services' (RDS) waste export disposal site. During part of 1996 all three disposal sites accepted MSW under disposal site agreements with the County, with some facilities importing MSW from out-of-county. As of September 1997, Recomp and RDS were operating competing waste export facilities.

The only publicly accessed active landfill (i.e. non-industrial) in Whatcom County is a construction/demolition landfill operated by County Construction Recyclers. Only stumps and segregated construction/demolition wastes free of municipal solid waste are accepted at the site.

Solid waste collection is provided in Whatcom County by six firms, each serving distinct geographical areas. Collection in unincorporated areas, the City of Blaine, and nonresidential collection in the City of Bellingham is provided through WUTC-certificated collection companies. Most cities directly contract for either some or all collection services. As of July 1, 1996, Native American Sanitary Services, through their subcontractor Waste Management-Northwest, started serving tribal customers on the Lummi and Nooksack Reservations. Solid waste collection is mandatory throughout Whatcom County. Residents of unincorporated areas may apply for an exemption from collection requirements, provided they certify that their waste is handled through a responsible method. Solid waste may also be directly delivered by commercial generators to designated disposal facilities.

Five drop-box facilities are also available to County residents and businesses. Drop-boxes are located in Bellingham, at the closed Cedarville Landfill, in Lynden, at the closed Birch Bay-Lynden landfill, and at Point Roberts. All facilities are operated by the certificated hauler serving the geographical area in which the drop-box is located.

Curbside recycling collection is provided to all Whatcom County single family residents that subscribe to garbage collection service and to all multifamily units. Curbside recycling is also available, without subscription to garbage collection service, for households exempt from mandatory garbage collection. The recycling collection programs accept newspaper,

mixed waste paper, cardboard, glass containers, steel and aluminum cans, scrap metal, motor oil, plastic bottles and used vehicle batteries. Collection services are based on stacking bins, and either weekly or every-other-week collection, depending on the collection area. Residential recycling collection services are contracted in some cities and directed via County Service Level Ordinance in unincorporated areas and the City of Blaine.

Extensive nonresidential recycling collection services are also available, through both private recycling companies and haulers. Some yard debris composting services are also available to County residents. Source-separated composting opportunities include a composting drop-off site operated by the City of Bellingham and, in 1993, a new service offering curbside yard debris collection to residents of Lynden, Everson, Nooksack, and Sumas. In 1995, the County's recycling and source-separated recycling rate was estimated to be 42 percent.

The Whatcom County solid waste management system also includes administrative, enforcement, and educational components. Administrative activities performed by the Whatcom County Department of Public Works include the implementation and coordination of County ordinances (e.g. Service Level, Disposal District, and Collection District); post-closure monitoring at closed County landfills; the coordination of waste prevention and recycling education activities; and the direction of efforts to develop local markets for recyclable materials. City administrative activities include the management of municipal collection contracts, and in the case of Bellingham, contract management related to the City's disposal contract with Recomp and the operation of the Disposal of Toxics facility.

Enforcement activities include Whatcom County Health Department permitting and monitoring activities for solid waste sites, the administration of local compost product regulations, and enforcement of improper disposal complaints. Cities and the Whatcom County Public Works Department enforce mandatory collection requirements in their respective jurisdictions. The Cities of Lynden, Everson, Nooksack and Sumas jointly provide coordinated solid waste and recycling contractor oversight and program development by means of "LENS", their intergovernmental authority.

Educational activities for waste prevention and recycling are coordinated by the Whatcom County Public Works Department. The Department coordinates activities for both in-house and contracted educational efforts. The Whatcom County Health Department provides education on proper disposal through their enforcement of health regulations.

Summary of Recommendations

Recommendations were reviewed by the Comprehensive Plan subcommittee of the County Solid Waste Advisory Committee in the Summer of 1996 and the Winter of 1997. The full SWAC then reviewed and approved the subcommittee's recommendations in February of 1998. Major plan recommendations for each waste management system component are described below to provide the reader with an overview of recommended activities. Some relatively minor recommendations are not included in the below descriptions. Plan recommendations are described fully at the end of each chapter.

Waste Prevention

Waste prevention programs focus on educational efforts to encourage waste generators to reduce the amount of waste they produce. Recommended waste prevention programs include the continuation and expansion of a number of existing programs. Continuing programs include the reduction of the toxicity of wastes entering disposal facilities; material reuse programs; packaging reduction; waste evaluations for governmental offices; and programs to encourage home composting.

Recycling and Source-Separated Composting

Major recycling recommendations include the periodic performance of a recycling potential assessment to determine whether additional materials can cost-effectively be diverted from the waste stream; the periodic review of collection and processing activities to ensure least-cost operation; and the additional recovery of recyclable materials from bulky material ("spring clean-up") collection programs. During the planning period, the County will also determine whether to continue to direct residential recycling collection through the County's Service Level Ordinance. Source-separated composting recommendations include the evaluation of organic material collection and processing alternatives; disposal restrictions for yard debris materials if local source separated facilities are available; and continued promotion and education.

Market Development

The SWAC Comprehensive Plan subcommittee recommended that market development activities be given the highest priority for County action. Market development includes activities to increase the use of collected recyclables as feedstocks for local or regional manufacturers. Plan recommendations for market development consist of a continuation of existing programs; and efforts to increase the procurement of recycled products by businesses and residents.

Municipal Solid Waste Processing and Disposal

Privately owned disposal facilities within the County will remain free to engage in MSW processing if they choose to do so as long as they are in compliance with regulations regarding their operation. Recomp's disposal of Bellingham MSW from collection routes and drop boxes will continue to be governed by its contract with Bellingham while that contract remains effective, and Recomp will continue while that contract remains effective to be the designated disposal facility for Bellingham MSW. MSW generated outside of Bellingham will continue to be disposed of by privately operated disposal facilities.

Collection

Collection system recommendations include the provision of technical assistance to cities to better coordinate city and county collection services; the consideration of rate incentives to encourage waste prevention; the periodic monitoring and evaluation of

collection services to ensure that county service objectives are met; and the continuous monitoring of roads to determine the need to upgrade or improve roads to support the collection system.

Transfer (Drop Box Facilities)

Transfer recommendations include unsecured load enforcement; the expansion of recycling opportunities for wood waste, yard debris, and other source-separated wastes at transfer sites; and the development of increased reporting requirements to better allow the County to monitor the demand for drop-box facilities.

Incineration

Incineration/energy recovery recommendations include the retention of current incineration capacity as a part of the solid waste management system in Whatcom County; the re-evaluation of incineration when the City of Bellingham disposal agreement expires or the useful life of current incinerators is reached; the export of Recomp's ash storage facility contents; and the exporting or vitrification of ash generated by Olivine and Recomp in the future.

Landfilling

Landfilling recommendations include the development of alternatives for construction/demolition and land clearing wastes prior to County Construction Recyclers' landfill reaching capacity; the continuation of post-closure monitoring at closed municipal solid waste, construction/demolition, industrial, and incinerator ash landfills; and the establishment of a County dedicated fund for the remediation of abandoned landfills, should future remediation be necessary.

Administration and Enforcement

Administration and enforcement recommendations include the continuation of the functions provided by the Northwest Air Pollution Authority, the Washington Utilities and Transportation Commission, the Whatcom County Health Department, the Solid Waste Advisory Committee, and the Whatcom County Public Works Department. The Department will implement the Plan, provide monitoring and evaluation functions, reduce institutional barriers to developing certain facilities, and develop contingency arrangements. The Whatcom County ordinances establishing the collection and disposal districts, collection service levels will be retained. Whatcom County cities will continue to be part of the Whatcom County solid waste management system as reflected in interlocal agreements. The County will also work with land managers to dispose of illegally-dumped wastes and local non-profit organizations to assist low-income residents with the disposal of high-cost items.

CHAPTER 1. PLANNING PROCESS

1.1 Introduction

This Plan provides an overview of existing conditions, needs and opportunities, alternatives, and recommendations for Whatcom County's solid waste management system. This supersedes the County's 1990 Plan, with updates provided to reflect the Washington State Department of Ecology's current planning guidelines, the suspension of active efforts to site a County-owned general purpose landfill within Whatcom County, the emphasis on private disposal facilities and the County's efforts to utilize and market waste as a community resource.

This Plan consists of an analysis of the components of Whatcom County's solid waste management system as well as a cost assessment of Plan recommendations. The cost assessment, prepared for Washington State Utilities and Transportation Commission review, is included as Appendix A.

The Whatcom County Public Works Department prepared this Comprehensive Solid Waste Management Plan ("Plan") update and cost assessment in accordance with the requirements of Chapter 70.95 RCW.

1.2 Plan Goals, Objectives, and Policies

The purpose of this Plan is to guide the County's solid waste management program for the next five-year planning period. The Plan reviews the solid waste management system, identifies problems, projects future needs, analyzes alternative means of meeting current and future needs, recommends improvements to the current system, and establishes solid waste management policies. The Plan complies with appropriate federal, state, and local laws and requirements and follows the 1989 Legislative priorities for how solid waste should be managed in order of descending priority: waste reduction (waste prevention); recycling, with source-separation of recyclable materials as the preferred method; energy recovery, incineration, or landfill of "separated waste"; and energy recovery, incineration, or landfill of mixed wastes.

The primary features and policy objectives of this 1999 plan are as follows:

- Maintain and enhance waste prevention education programs. Achieve a three percent per capita waste reduction goal during the planning period.
- Design and implement market strategies for secondary waste resources. Emphasis will be given to increasing the value of materials whenever possible.
- Maintain and enhance existing source-separated recycling collection programs.
- Continue to enhance and prioritize source-separated composting and diversion of organic components of the waste stream.

- The County's waste diversion goal is to reach 50 percent source-separated recycling, with additional diversion potentially available through waste processing of non-source-separated recyclables. This goal meets and could exceed the State goal of 50 percent waste diversion.
- Continue the existing system under which collection of solid waste is conducted by private firms pursuant to municipal contracts and, in the case of solid waste which is generated in unincorporated areas or which is not now or in the future subject to a collection contract with a city, regulation by the Washington Utilities and Transportation Commission. Recomp will continue to be the designated disposal facility for Bellingham waste as contemplated by that city's contract for disposal services with Recomp while that contract remains effective. All other MSW and all construction/demolition waste will continue to be disposed of at privately owned disposal facilities.
- Continue the current system of privatized solid waste processing and disposal for MSW not subject to municipal contract. City of Bellingham MSW collected by its contracted hauler will continue to be disposed under the City's contract with Recomp while that contract remains effective.
- Current County administrative and regulatory structures (e.g. collection and disposal districts, etc.) will be retained subject to re-evaluation and adjustment through the life of the Plan.

1.3 Governments Included in Plan

Pursuant to interlocal agreements (Appendix B), the Plan governs the solid waste management policy of Whatcom County and all incorporated cities in the County (Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas). Lummi and Nooksack tribal lands are not subject to this Plan, although some interpretations indicate that non-tribe residents on tribal lands may be subject to provisions of County solid waste ordinances.

Both the Lummi and Nooksack Tribes were consulted during the development of this Plan. Tribal administrators were provided draft copies of the 1997 draft of this Plan, and provided the opportunity to comment prior to the development of the publicly-released Draft Plan. Neither tribe provided comments requiring modifications to the Plan. The Lummi and Nooksack Tribes have contracted for separate collection and disposal.

There are no military reservations or other major federal installations within Whatcom County that handle their waste separately from the Whatcom County waste management system.

The solid waste management activities in the far southeastern area of the County (including Newhalem and Diablo) are briefly described, but not otherwise included in this Plan. Waste volumes originating in these areas are handled by North Cascades Disposal and are either managed through the Skagit County disposal system or private disposal facilities. Map 1-1 indicates the planning area covered by this Plan.

1.4 Plan Development Process

This plan has been developed by the Whatcom County Public Works Department with assistance provided by a Comprehensive Plan Subcommittee of the Solid Waste Advisory Committee, with the review of the full SWAC, an Executive Committee of County and City officials, and the Whatcom County Council. The public involvement process used during the development of this plan is described further in Section 1.8 of this chapter.

1.5 Relationship to Other Plans

Land Use

The Whatcom County Comprehensive Land Use Plan is a statement of policies, in both written and map form, for protecting and improving the physical environment of the County. The Land Use Plan seeks to support and be compatible with policies governing land uses, community services, transportation, and environmental conditions. The Land Use Plan links the present and the future and attempts to ensure both the environmental and economic well-being of the County. The Land Use Plan also seeks to achieve compatibility with adjacent land uses, the efficient use of public investments, and the mitigation of environmental impacts.

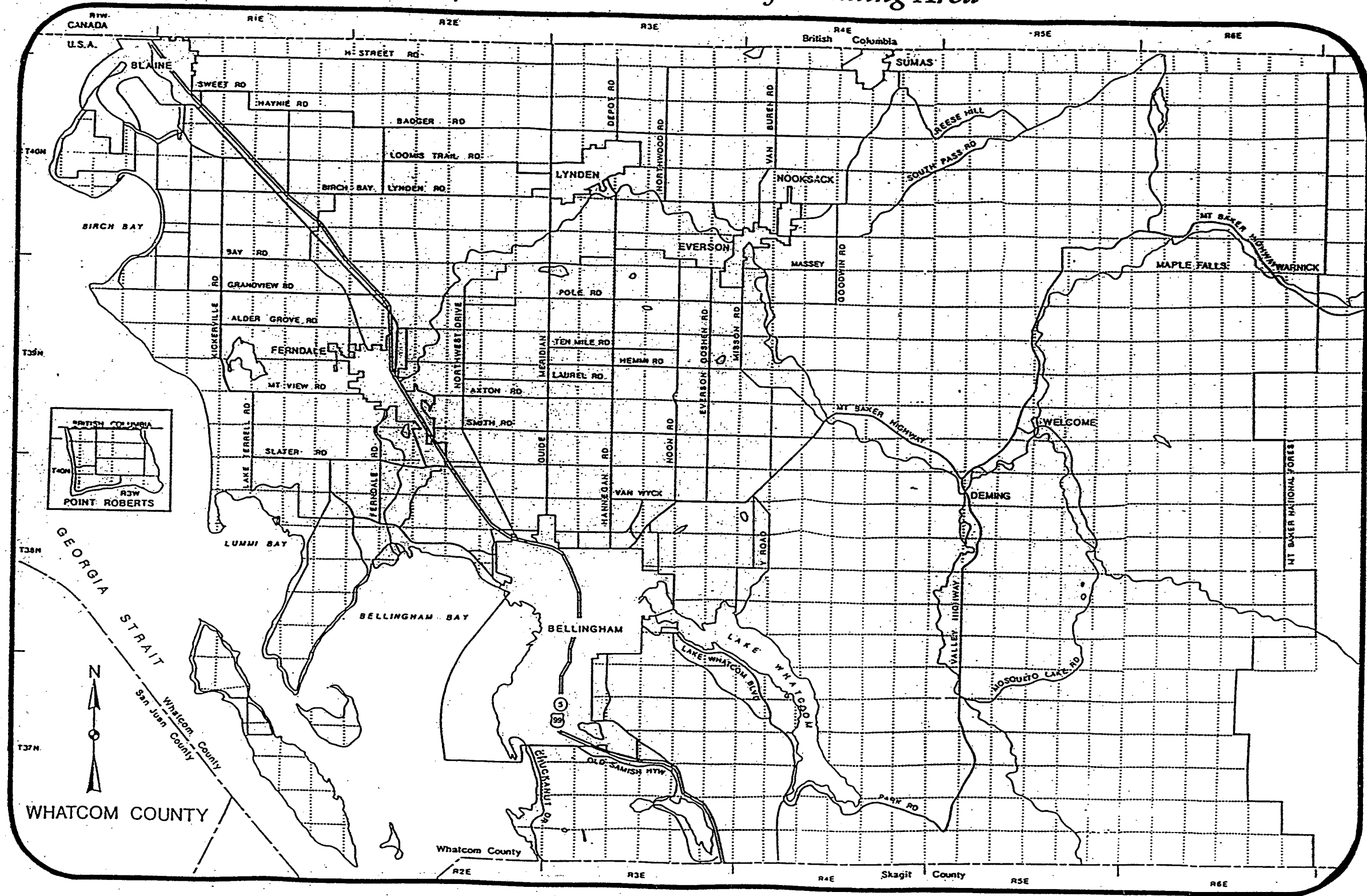
The original County Comprehensive Land Use Plan, adopted in 1980, has been applied through an Interim Zoning Ordinance. The County has been divided into ten sub-areas, each with a Sub-area Comprehensive Plan, which is implemented through Title 20, the official zoning code.

The Whatcom County Interim Zoning Ordinance and Title 20 differ significantly in their treatment of County projects. Under the Whatcom County Interim Zoning Ordinance, County projects are exempt from zoning regulation. Section 2.24.700 states that "County projects, governmental or proprietary, shall be permitted outright in all zones upon a finding by the Board of County Commissioners that the project is consistent with the Comprehensive [Land Use] Plan." Under Title 20, however, solid waste facilities are allowed as conditional uses in only four general zone categories: agricultural, industrial, rural forestry, and commercial forestry. Solid waste facilities are prohibited in all other zones. Solid waste facilities may also be sited in certain areas of the incorporated cities in the County.

The County is currently in the process of implementing the State's Growth Management Act, adopted in 1989, which places rigorous land use and planning requirements on local governments. The Comprehensive Land Use Plan is currently being revised to reflect these requirements.

Other land use-related plans being developed include a Nooksack Basin Plan and a Flood Areas Plan.

Map 1-1. Whatcom County Planning Area



Hazardous Waste

The preparation of the 1991 Hazardous Waste Management Plan was distinct from – but similar to – the Comprehensive Solid Waste Management Plan. The County and the City of Bellingham each adopted separate Plans during 1991.

Although the City of Bellingham and County Hazardous Waste Management Plans were prepared separately, they contain similar recommendations. Plan recommendations include public and business information and education, the development of a new drop-off collection and storage facility for moderate-risk wastes, and the transportation of wastes to a hazardous waste treatment and/or disposal facility. The development of a new County policy assigning responsibility for managing moderate-risk waste to the waste generator was recommended.

The Hazardous Waste Management Plans will be implemented by three agencies: the City of Bellingham Public Works Department, the Whatcom County Health Department, and the Whatcom County Public Works Department. The City of Bellingham will develop and operate an expanded centralized drop-off and satellite facilities; the Whatcom County Health Department will investigate complaints and provide enforcement; and the Whatcom County Public Works Department will coordinate overall public information and education. Planning and monitoring are continuing activities of the City of Bellingham Public Works Department and the County Public Works Department in their respective planning areas.

More specific recommendations are included as part of the local Hazardous Waste Management Plans. Implementation schedules for hazardous waste programs are also detailed in those Plans.

By 1997, most recommendations from the City's and County's Hazardous Waste Management Plans had been implemented. A centralized Disposal-of-Toxics collection and storage facility was under construction and expected to be available to the public by January 1998. No major program changes are anticipated at the time this Plan was written, and the 1991 Hazardous Waste Management Plan remained current and in force.

1.6 Recent History of Whatcom County Solid Waste Planning

1981 Plan Recommendations

The 1981 Whatcom County Comprehensive Solid Waste Management Plan recommended broad program revisions aimed at establishing an "integrated, economical, environmentally sound solid waste management system."

To this end, the 1981 Plan set forth twenty-three recommendations. Each of these is summarized below, with a brief discussion of whether the recommendation was implemented.

1. *Establish a single sanitary landfill for Whatcom County. The site shall be as centrally located to the waste generating centroid as possible. If the necessary site cannot be found or an available site is of limited size, then incineration with energy recovery is recommended as the next best method of disposal.*

The drafters of the 1981 Plan made this recommendation contingent on the City of Bellingham's independent effort to replace its existing disposal system with a more cost-effective system. Bellingham terminated its long-term 1974 contract with the Thermal Reduction Company in 1982, and continued to use the facility under short-term contracts until 1985, at which time Bellingham renegotiated a new long-term contract with Thermal Reduction Company (now known as Recomp of Washington, Inc.).

In 1982, the County Council rejected landfilling as the primary means of disposal and substituted a plan to develop an incineration facility proposal. By 1983, however, the County had failed to develop an incineration proposal. Further explanation is given in Section 1.7.

2. *Lease, rather than purchase, property for a central landfill.*

This recommendation became inapplicable when the County Council decided in 1982 against developing a new landfill. The 1990 Plan Update recommended the purchase of property for the new landfill site. Subsequent attempts to develop a central landfill were unsuccessful.

3. *Purchase landfill compaction and weigh scales when the new landfill is developed.*

In May 1989, the County purchased a used landfill compactor and installed weigh scales for use at Cedarville.

4. *Dispose of rubber tires at the new landfill or at one of the existing solid waste sites.*

Rubber tires are accepted at existing solid waste facilities.

5. *Close or upgrade existing public solid waste landfills.*

The Cedarville landfill was closed for general use February 19, 1990, but retained as an emergency backup until final closure in 1993. The Y-Road and Point Roberts landfills were closed to municipal waste. Land adjacent to, but separated from, the closed municipal waste sites was permitted and temporarily opened for the disposal of construction and demolition materials. The Y-Road landfill stopped accepting construction and demolition waste on August 1, 1989. The Point Roberts landfill stopped accepting construction and demolition waste in June 1991.

6. *Implement a system of rural drop box facilities with on-duty attendants and bins for recyclable material.*

Three drop box facilities were added. Two were developed privately by Sanitary Service Company (SSC): one at the closed Birch Bay landfill site and the other at SSC's Bellingham office site. Whatcom County developed a transfer facility at Point Roberts. All three facilities are staffed by attendants during operating hours and have recycled at least one material (see Section 9.1). Since the 1990 Plan was written, Sanitary Service Company has operated a drop box facility at the site of the unused Cedarville Landfill.

7. *Modify the Glacier drop box facility to handle additional waste after the Maple Falls landfill is closed.*

The Glacier drop box facility and the Cedarville landfill had adequately absorbed the Maple Falls waste without the recommended modification. Since this recommendation was originally made, the combination of rising costs and reduced usage due to universal collection has resulted in the closing of the Glacier drop box facility.

8. *Award contracts for operating county-owned drop box facilities to private entities.*

All drop box facilities are privately operated.

9. *Adopt resolutions and interlocal agreements with affected parties to carry out the Solid Waste Management Plan.*

The 1981 Plan was adopted by resolutions, but no interlocal agreements were executed on solid waste matters. The 1986 Update of the 1981 Plan was not approved by the Department of Ecology (Ecology). Successive Plans have been based on interlocal agreements.

10. *Delegate the task of drafting necessary solid waste resolutions to the Council of Governments.*

Delegation has not been necessary. Whatcom County has acted as the lead agency in organizing County-wide solid waste legislation.

11. *Establish a Solid Waste Advisory Committee (SWAC) composed of one representative from each participating jurisdiction and an equal number of county representatives, two of whom should be County Council members.*

The SWAC was established in 1985 and originally comprised a minimum of three elected officials, three citizens, two representatives of the waste sector, and one business representative. SWAC members are listed in Appendix C.

12. *Whatcom County will be lead agency for solid waste management.*

The County has been the lead agency except for a brief period described in Section 1.7 of this chapter.

13. *Future plan revisions and updates shall be the responsibility of the County's Engineering Division, and will be developed with the assistance of the Solid Waste Advisory Committee.*

The Whatcom County Public Works Department now has responsibility for waste management administration and Plan revisions and updates. The SWAC has provided assistance in preparing this Plan.

14. *Surveillance and control shall be the shared responsibility of the Whatcom County Health Department, the Department of Ecology, the Northwest Air Pollution Authority, and the Whatcom County Engineering Division.*

This has been the case.

15. *Use a combination of state grants and local bond issues to finance capital costs. Use disposal or tipping fees to finance operational costs.*

Grant funding financed 50 percent of the Cedarville landfill leachate treatment system, and the remainder came from disposal fees. The County has not incurred any bond indebtedness to date for solid waste facilities, other than the use of a bond-anticipation loan during the aborted 1989-90 attempt to site a new County landfill. Capital and operating costs at private facilities are funded entirely through facility tipping fees.

16. *Provide for waste generated in the Newhalem-Diablo area to be disposed of in Skagit County.*

Newhalem-Diablo waste is currently disposed in Whatcom County or at Skagit County facilities.

17. *Develop either a new landfill or a transfer facility at Point Roberts.*

A County-operated transfer facility was established in 1986, with operations contracted to Point Distributors, Inc., in Fall, 1995.

18. *Develop a drop box facility at the Birch Bay-Lynden landfill.*

Sanitary Service Company developed a facility in 1983 after the closure of the landfill.

19. *Prohibit sewage sludge and hazardous waste disposal at the county landfills.*

This has been County policy. Sewage sludge and hazardous waste were not disposed at County landfills. With the exception of Bellingham, all municipal and special district treatment plants contract with private parties to landspread or compost sewage sludge in accordance with adopted state and local regulations. Bellingham incinerates its sewage sludge at its treatment facility.

20. *Conduct industrial and hazardous waste survey. Investigate the costs of disposing of sludge.*

The County conducted industrial waste surveys in 1984, 1985, and 1989; however, the response rate was low. The four largest companies in the County (ARCO, TOSCO [formally BP], GP, and Intalco) were surveyed in preparation for this Plan update. To the extent waste generated by industry is hazardous, it is governed either by the state-mandated local hazardous waste plan, or the State Department of Ecology, depending on the volume produced by the generator. The County has not evaluated sludge disposal costs.

21. *Participate on statewide hazardous waste planning committees.*

No structured statewide committee, as envisioned in 1981, has been formed, but the County has been involved in reviewing and commenting on hazardous waste legislation.

22. *Require signed statements from disposers of triple-rinsed pesticide containers prior to landfilling.*

This program was not implemented. The number of pesticide containers received at Cedarville was quite small; consequently, this program has received low priority for use of available funds. Private disposal site operators are responsible for ensuring that incoming wastes comply with all regulations.

23. *Hire full-time resource and energy coordinator.*

In 1987, the County entered into a two-year contract for waste reduction and recycling coordination assistance. In 1988, the Solid Waste Division was established within the Public Works Department and a coordinator was hired in 1989. Solid waste responsibilities have since been restructured within the County's Public Works Department.

1990 Plan Recommendations

The 1990 Whatcom County Comprehensive Solid Waste Management Plan recommended the development of a County-developed and operated landfill and the initiation of recycling collection programs. Each recommendation of the 1990 Plan is summarized below, along with a description of implementation efforts.

1. *Continue and enhance waste reduction and recycling programs. Include mixed waste processing and composting to increase total recycling and reduction of waste stream. Set a recycling goal of 41 percent by 1994 and target a per capita waste reduction of three percent of waste stream by 1994.*

Waste prevention and recycling programs have been aggressively pursued, as detailed in Chapters 4 and 5 of this Plan. According to the County's interpretation of Ecology's recycling surveys, the 1995 recycling diversion rate was 35-40 percent. Although the County has strongly supported waste prevention activities, hard data is not available to quantify a reliable per-capita reduction estimate. Per capita waste generation trends are further discussed in Chapter 4--Waste Prevention.

2. *Develop a convenient county-wide system of recycling opportunities, including curbside collection and drop-off centers.*

The County currently has county-wide single family, multifamily and commercial recycling collection programs. All seven cities provide for curbside recycling collection and universal garbage collection in their jurisdictions as specified in interlocal ordinances. Garbage collection companies operating within the County are required, via the County's service level ordinance, to offer curbside recycling collection services to all single and multifamily residential customers. County-wide

curbside recycling collection reduced the need for an expanded drop-off recycling system.

3. *Establish a revenue structure sufficient to fund the elements of this Solid Waste Management Plan. Form Solid Waste Disposal and Solid Waste Collection Districts, and adopt flow control to assist in carrying out this objective.*

Disposal and collection districts have been formed, with county activities currently funded through a disposal district tax. Recycling collection programs are, for the most part, funded through direct fees on collection customers, and do not require additional funding by local government.

4. *Prior to landfilling, use incineration systems that are fully in compliance with regulations for processing the incinerable solid waste that remains after maximum recycling.*

Changes to the Bellingham contract with Recomp in 1997, as discussed in Section 1.7 of this chapter and Section 12.1.2, allow Recomp to long haul as well as incinerate Bellingham's garbage. In addition, the decision in 1997 to overturn the Flow Control Ordinance as made by a federal arbitrator (see Section 1.7 of this chapter and Section 12.1.2), eliminated the County's control over the flow of garbage. The result is that open competition now determines whether Whatcom County garbage will be incinerated or landfilled.

5. *Develop a new county-owned multi-purpose landfill whose usage would include residuals following recycling and incineration; construction and demolition waste; asbestos; and other non-hazardous materials which cannot be recycled or incinerated.*

This has not occurred. The County's site selection process failed to identify any sites that met wetlands regulations as detailed in Section 1.7 of this Chapter. The expansion of Recomp's facility, incineration at Olivine's facility and waste export provided a workable alternative to the expensive and protracted effort associated with siting an in-county landfill. In addition, the adoption of the Disposal District Excise Tax, discussed in Section 12.1.3, eliminated the need for a County-owned multi-purpose landfill as a permanent source of funding for solid waste programs.

6. *Place Cedarville landfill on emergency standby basis, and use long-haul landfill disposal as an interim measure until the new landfill is operational.*

Although the landfill development process was stymied, the Cedarville landfill remained available as an emergency site from 1990 to 1993. The Cedarville landfill was formally closed in 1993 when final closure improvements were completed.

7. *Adopt waste flow control legislation as required to provide implementation of financial, administrative, and other recommendations of the Plan, and provide implementation of policy provisions, including those required to assure recycling and disposal according to legislative and plan priorities.*

This has been done. A flow control ordinance was adopted in June, 1991. However, this legislation was later overturned by a federal arbitrator as discussed in Section 1.7 of this chapter.

8. *Confirm Whatcom County as the lead agency for solid waste management planning.*

This has been the case. Interlocal agreements were executed with each city before the end of 1991.

1.7 Chronology of Planning Efforts and Inter-Governmental Relations

Most of the 1981 and 1990 Plan recommendations have been implemented; however, recommendations aimed at developing a publicly-owned centralized disposal system have not been carried out, despite efforts by both Whatcom County and the City of Bellingham. The following history provides background on local government efforts from 1980 through 1996.

The City of Bellingham began the development of a centralized resource recovery facility in November 1980 by issuing a Request for Proposals (RFP). City officials chose a development process and located a market for a recoverable energy product. The City abandoned the project when the vendor was unable to sufficiently guarantee the new technology, and political concern over cost and waste flow control became acute. At this point, and with Bellingham's consent, Whatcom County assumed the leadership role in developing a facility.

In March 1982, Whatcom County issued an RFP for a county-wide resource recovery facility. The County's subsequent selection of an upgraded Thermal Reduction Corporation (TRC) facility was defeated by a citizens' initiative that challenged the decision on the basis of the equipment vendor and operator selected. The County was politically unable to proceed further with the project.

In July and August of 1983, Bellingham and Whatcom County signed resolutions that gave the lead agency role, as well as the responsibility for developing the County-wide disposal system, to the City of Bellingham. The resolutions outlined a cooperative sequence of shared tasks designed to accomplish responsible long-term solid waste management goals.

One result of the new cooperative agreement between the County and City was the 1984 Update of the Comprehensive Solid Waste Management Plan. The 1984 Update, written cooperatively by the County and Bellingham, established a new direction for waste management in the County. The system of county-operated landfills and a private incineration facility would be replaced with a publicly-owned, centralized energy recovery facility and a new landfill serving all of Whatcom County through a series of transfer stations. Additionally, Plan recommendations for more recycling opportunities and waste prevention education and promotion were designed to anticipate the waste management priorities established by the State Legislature in 1984.

Bellingham undertook a project feasibility study in 1984 and eventually applied for and was awarded a planning grant for landfill development from the Department of Ecology. The Comprehensive Plan was adopted by Bellingham and Whatcom County in the fall of 1984.

Concerns surrounding the system recommendations of the 1984 Plan caused the remaining incorporated cities to withhold ratification of the Plan. Bellingham then agreed

to pursue an RFP for a privately owned and operated disposal system, and also convened a Solid Waste Advisory Committee composed of representatives of government, the citizenry, and industry. The task of the committee was to develop a private vendor RFP for approval by the county and city councils.

During this same time period, the Council of Governments (an intergovernmental agency providing coordinated services to the County and the cities) authorized Bellingham to proceed with landfill development work. Before beginning work, Bellingham attempted to negotiate a limited guarantee of funding from the County to protect itself if Plan failure precluded the landfill development project. Although the County Council decided in early 1985 not to guarantee funding, Bellingham began the development of the landfill.

Believing that the emerging crisis in solid waste disposal dictated an approach that would accomplish a reasonable and cost-effective solution as quickly as possible, Bellingham also opened negotiations with TRC (now known as Recomp) in an effort parallel to the RFP process. The City successfully concluded contract negotiations with TRC in the summer of 1985. A copy of the City/Recomp contract as amended and restated in 1993, and as further amended in September, 1997, is attached as Appendix D. The RFP process was subsequently abandoned. TRC agreed to provide adequate capacity to meet the disposal needs of the County under the contract terms negotiated by Bellingham. Whatcom County and the cities of Sumas, Ferndale, Everson, Blaine, Lynden, and Nooksack elected to continue considering alternatives and did not enter into the TRC agreement with Bellingham.

At this juncture, the Whatcom County Council passed Resolution 62-1985, requesting the return of lead agency status to the County. The 1984 Plan continued to await approval by local government jurisdictions and Ecology. Due to a lack of consensus on the Plan recommendations, the Plan failed to gain the necessary local government adoption resolutions. Finally, Whatcom County requested, and was granted, permission from Ecology to withdraw the 1984 Plan Update, and began the redrafting process.

In May 1986, the Solid Waste Advisory Committee was commissioned to assist Whatcom County in developing solid waste management policies, and began to assist the County in developing a revised Plan Update. Whatcom County Ordinance 85-90 (Appendix E) established the County SWAC. The 1986 Plan Update was submitted to Ecology at the end of 1986. Ecology was unwilling to approve the Plan Update because it depended on variances for implementation.

The 1990 Plan was developed from a major expansion and restructuring of an earlier 1988 Plan effort. A concerted effort was made to address many of the issues that had impeded the development and approval of earlier Plans. The County committed to replacing Cedarville with a state-of-the-art landfill that would be designed to accept all waste streams, including incinerator ash, generated within the County. The 1990 Plan assumed the development of a publicly-owned centralized landfill, and based administrative and funding assumptions on this disposal option.

After the adoption of the 1990 Plan, the landfill siting process encountered intractable difficulties. Three sites had been selected as "finalists" after an exhaustive site search, evaluation, and selection process. Although all sites met landfill siting criteria, wetlands in key areas of each of the three sites effectively precluded further consideration. During this same period of time, Recomp announced the company's commitment to construct a MSW composting facility. With the addition of the composter, the Recomp facility would

have the capability of processing approximately 150 to 200 tons per day through incineration and composting, as well as having the capacity for transferring or exporting bypass waste and waste accumulated during maintenance downtimes. The construction of the Recomp composter was intended to provide disposal capacity for the County's waste stream and was to eliminate the need for a central landfill.

In response to public opposition to the MSW compost land spreading proposals, the County Council, acting as the Health Board, declared MSW compost to be solid waste and not a product. The February 1993 declaration continued in place until local MSW compost regulations were adopted in December, 1995.

The shift of disposal responsibility from the County to Recomp left the County with no revenue source to fund closure and management activities at pre-existing landfills, waste prevention and recycling programs, hazardous waste programs, or planning activities. To provide sufficient funding for County activities, the County Council passed ordinances creating separate collection and disposal districts with the intention of gaining taxing authority over private solid waste collection and disposal entities. The tax established by the disposal district was challenged by Citizens Against Non-representation (CAN) through a referendum campaign to overturn the taxing ordinance. Prior to the election, the County pursued other funding mechanisms.

The County then developed and passed a flow control ordinance that gave the County the ability to enter into disposal agreements with operators of disposal sites. These agreements allow the County to collect up to a \$9.00 per ton surcharge to fund certain solid waste management activities. Although surcharges established through disposal agreements are currently used to fund solid waste activities, the County also has the option to exercise its excise taxing authority. This taxing authority has survived a Superior Court and a State Court of Appeals declaratory judgment challenging its constitutionality.

The city of Bellingham signed an amended and restated disposal agreement with Recomp in December, 1993, which superseded all prior agreements between them, and which extended Recomp's contract for disposal services through the year 2006. In exchange for an extended term and the establishment of a flat disposal fee of \$100/ton (with annual adjustments based on rates of inflation), Recomp agreed to assume financial responsibility for disposal of ash in a temporary storage facility which it had constructed and maintained under its contract with the city and to accept and process source-separated yard waste from the City's yard waste drop site at no additional charge.

In late 1993 and early 1994, a SWAC subcommittee reviewed the waste processing and disposal priorities contained in the County's Flow Control Ordinance to determine the cost and environmental tradeoffs of the various management options. In October, 1994 a draft version of this Plan was produced, including a supplemental environmental impact statement and a cost assessment for the Washington Utilities and Transportation Commission (WUTC). Following Ecology and WUTC review, but prior to final adoption by the County Council, the planning process was suspended to address a number of issues. These issues included the proposed development of an additional private disposal facility by Recycling and Disposal Services, Inc.; questions regarding interpretations of the flow control hierarchy; and the completion of disposal site agreement negotiations.

In 1996, the County executed disposal agreements with Recomp, Recycling and Disposal Services and Olivine Corporation. These disposal agreements implemented the Flow

Control Ordinance waste handling hierarchy and superseded the County's previous temporary agreement with Recomp. Soon after the agreements were executed, disagreements ensued over the allocation of MSW between competing facilities. As a result of lawsuits between RDS, Recomp and the County, the County's implementation of the Flow Control Ordinance through its disposal site agreements was turned over to arbitration.

The arbitrator's February 13th, 1997, decision overturned the County's ability to enforce the flow control provisions in its disposal site agreements. This in turn caused several events: the cessation of mixed waste processing and composting activities; the elimination of the County's previous solid waste funding mechanism (i.e., the disposal surcharge); active price competition between RDS and Recomp, based on waste export; and the renegotiation of rate-related provisions of the City of Bellingham's disposal agreement with Recomp as part of a resolution of a disagreement between the City and Recomp with respect to rate adjustment provisions of their contract. These issues were being resolved at the time this Plan update was prepared.

1.8 Public Involvement and Recommendation Development Process

To assist with the development of this Plan, a Comprehensive Plan subcommittee was formed by the County SWAC. The subcommittee met periodically during the summer and fall of 1996 to review each chapter of the revised Plan. During each meeting, the SWAC subcommittee reviewed program alternatives and made recommendations. These meetings were open to the public, affected cities, representatives from recycling and solid waste collection companies, and other interested parties.

Following the development of the Draft Plan, by consultant and County staff, this Plan was presented to the full SWAC and Executive Committee, and then released for a 45 day public review and comment period. Near the end of this review period, the County Council held a public hearing to consider public comments on the draft Plan. After revision to incorporate public and Ecology comments, the Council formally adopted the final Plan.

A SEPA environmental checklist was prepared for this Plan in November 1996. Based on this checklist, a determination of nonsignificance (DNS) was issued on December 5, 1996. In January 1998, a copy of the revised Plan was reviewed by the deputy SEPA Official and it was determined that changes would not result in significant adverse environmental impact and the original DNS was upheld. A copy of the DNS and January 1998 decision is provided in Appendix N of this Plan.

Since the Recomp, RDS and Olivine disposal facilities were in place and operating under disposal site agreements at the time this Plan was revised, no technical or financial comparison of either these facilities or the underlying Flow Control Ordinance (FCO) waste management hierarchy was conducted. Although a technical analysis of disposal and waste processing alternatives might have been desirable prior to the adoption of the FCO, the ordinance was passed in 1991, seven years prior to the adoption of this plan, and was still in place (though unenforced) at the time this plan was prepared. Therefore, existing disposal sites are considered the current conditions against which Plan alternatives are compared.

The SWAC subcommittee's recommendations were based on informal evaluation criteria and articulated throughout during committee discussions. Common evaluation criteria included:

- Contribution to County and State waste diversion goals
- Cost and ratepayer impact
- Environmental effects
- Equity among generator and ratepayer classes
- Public Acceptability
- Technical feasibility
- Technical risk.

1.9 Plan Review and Revision

The 1999 Plan shall be reviewed and revised at least once every five years to reflect changes in current conditions and waste management objectives. This revision period is intended to support and comply with RCW 70.95.110(2) planning requirements.

The Plan shall also be reviewed annually by Whatcom County Public Works staff and the Solid Waste Advisory Committee to identify changes in County policy or city or County solid waste management systems that may be appropriate for incorporation into the Plan by amendment. If appropriate, a written report will be produced detailing the annual review and identifying issues that might require amendment of the Plan.

When necessary, formal amendments to the Plan will follow the same procedures used for this 1999 update. Amendments will be reviewed and commented on by the Solid Waste Advisory Committee, the Executive Committee, adopted by the County Council, and submitted to Ecology for approval.

CHAPTER 2.

PHYSICAL AND DEMOGRAPHIC CHARACTERISTICS

2.1 Physical, Natural, and Environmental Conditions

Whatcom County is the northernmost county in western Washington. The County covers an area of 2,182 square miles and extends eastward from the Strait of Georgia almost a hundred miles to the crest of the Cascade Mountain Range. Whatcom County is bounded on the north by Canada and on the south by Skagit County.

Nearly two-thirds of the County's total land area lies within the mountainous region of Mt. Baker National Forest, the location of the North Cascades National Park and Ross Lake National Recreation Area. The majority of the population is concentrated in the western portion of the County. This area encompasses 755 square miles. It includes the incorporated municipalities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack and Sumas.

The major environmental features influencing solid waste management are topography, soils, geology, hydrology and climate.

2.1.1 Topography

Topography refers to the lay of the land, its elevation, slope, and drainage features. Topographic constraints to solid waste management include extremes in elevation, such as low areas that are subject to high water table and flood hazard, or high areas where precipitation and haul costs are increased.

Northwestern Whatcom County is characterized by relatively flat terrain with elevations ranging from sea level to a few hundred feet. As noted above, eastern Whatcom County is typically mountainous. Mt. Baker is the most notable landmark of the North Cascade range, rising to an elevation of 10,778 feet.

2.1.2 Soils and Geology

There are a wide variety of soil types in the lowland. The lowland is underlain by sedimentary bedrock consisting of sandstone, shales, conglomerates, and coal. It consists of alluvial bottomlands, broad fluvial and glacial terraces, and several large moraines of bedded glacial till clays and gravels. The low-permeability cemented hardpan or clay soils provide protection of the underlying groundwater, but they can also present problems for disposal sites, because a very compact or firmly cemented and comparatively impervious hardpan could result in a perched water table and make excavation difficult.

From a solid waste management standpoint, the area's most important physical feature is the alluvial plain of the Nooksack River. This plain extends more than 20 miles inland and is a center for population and economic activity. The terrain is relatively flat, with a few low, poorly drained sections of lakes and marshes. The Nooksack River meanders slightly

above sea-level and periodically floods areas between Lynden and Ferndale. Just east of the alluvial plain, the North, Middle, and South Forks of the Nooksack River have formed narrow valleys on their way out of the Cascade foothills.

In southwestern Whatcom County, glaciers of the Pleistocene epoch about 10,000 to 15,000 years ago carried uplifted and eroded rocks to the sea, forming Lake Whatcom and Lake Samish, and affecting the Chuckanut Mountain Range. The southern edge of the City of Bellingham is situated on the lower, primarily sandstone slopes of the Chuckanut Mountains. Potential land disposal sites can be found in the unconsolidated deposits of the lowland portion of Whatcom County. These deposits are of two distinct types, characterized by whether they were formed by glaciers or water movement.

Glacial movement formed marine and till deposits around King Mountain, Lummi Peninsula, the northern half of Lummi Island, Mountain View, Birch Point, and Point Roberts. Glacial deposits are essentially an impervious blue-gray compacted mixture of clay, silt, sand, and gravel up to 50 feet thick.

Deposits from water movement associated with glacial outwash and recent alluvium also contain clay, sand, silt, and gravel, but are not as impervious as the more compact glacial deposits. Such sedimentary deposits are located along the Nooksack lowland, Custer Trough, Lynden Terrace, and Sumas Trough.

The detailed soils maps produced by the Soil Conservation Service and the United States Geological Survey should be consulted for site-specific information.

2.1.3 Hydrology

In general, the water table configuration of major groundwater flow systems approximates that of the land surface. On terrace lands, such as those north of Lynden, the water table is near the surface and flows toward streams, drainage ditches, and springs. In the large trough followed northward by the Sumas River, the regional water table slopes northward toward the Fraser River in British Columbia, contributing to its flow.

Groundwater recharge of the Nooksack River lowlands is primarily by direct precipitation. In the upland areas, natural aquifers recharge primarily by seepage and lateral groundwater movement.

The lowlands, foothills, and western mountains are drained by the Nooksack River and its tributaries. The eastern half of Whatcom County is drained by the Skagit River system. The drainage pattern of the Nooksack River has changed little since the Pleistocene epoch. The main channel of the Nooksack River flows westerly from Deming to Lynden, then southerly to Ferndale and Bellingham Bay. Its North Fork drains a total area of about 290 square miles, of which five square miles are in Canada. The North Fork flows out of the northern slopes of Mt. Shuksan, travels westerly for approximately 30 miles, then courses southwesterly 10 miles to the confluence of the North, Middle, and South Forks at Deming. The North Fork drains the west slopes of the Skagit Range and the north slopes of Mt. Shuksan and Mt. Baker.

The Middle Fork originates on the south slopes of Mt. Baker, draining its southwest slopes and the northeast slopes of the Twin Sisters Range. The drainage area encompasses about 100 square miles, as the tributary travels 17 miles northwesterly before connecting with the main river east of Deming.

The South Fork drains the regions south and west of Mt. Baker and the western slopes of the Twin Sisters. Mt. Baker does not contribute to this drainage. The South Fork originates on the southeast slopes of Twin Sisters Mountain and scribes a semicircular pattern before flowing northward to Deming. Its total length is approximately 36 miles, with a drainage area of 190 square miles.

The Sumas River lies east of Everson and drains an area of 70 square miles. It flows in a northeasterly direction and discharges into the Fraser River in Canada. The Sumas River drains the west slopes of Sumas Mountain and the east slopes of Lynden Terrace.

Several small streams drain the area north of the Nooksack River and west of Lynden. All the streams are primarily maintained by ground water discharge, but surface runoff is substantial during periods of high precipitation. In total, these creeks drain an area of approximately 180 square miles. In addition to seven related streams (Fishtrap, Bertrand, Dakota, California, Terrell, Lummi, and Ten Mile), Silver Creek drains approximately 16 square miles of the northwest slopes of King Mountain, with a total length of five miles.

The largest body of water in the western part of the County is Lake Whatcom (5,000 acres). Lake Whatcom provides the chief source of drinking water for the City of Bellingham. Lake Whatcom is stabilized by a concrete dam and by seasonal diversion of water from the Middle Fork of the Nooksack. Other sizable lowland and foothill lakes are Lake Samish (814 acres), Lake Terrell (600 acres), Silver Lake (184 acres), Lake Padden (152 acres), and Wisner Lake (123 acres). Recreational activities, including fishing, are extensive on the majority of the lowland county lakes.

Whatcom County's hydrological features strictly limit the areas available for the development of solid waste disposal facilities such as landfills, as further discussed in Chapter 11—Landfill.

2.1.4 Climate

Whatcom County's climate is predominantly temperate, owing to the shielding influences of Vancouver Island, the Olympic Peninsula, and the Cascade Mountain Range. Temperature ranges are relatively small, depending on altitude. Maximum daily temperatures averaging 60°F occur in July and August. Minimum temperatures occur in January and average 36°F. Annual precipitation averages 33 inches in the western lowland area, increasing to 50 inches at the foothills with the majority falling from October to April and the least in July and August. An annual average of 10 inches of snowfall is limited to the months November through March, with the maximum occurring in January. Temperatures below zero degrees Fahrenheit occur occasionally in northeast Whatcom County due to outbreaks of cold air from the Fraser River Canyon and over the Cascades. Winds in winter are mainly from the northeast with relative calm periods experienced less than 20 percent of the time. Summer winds are lighter, generally from the southwest and

calm nearly 25 percent of the time. Frost occasionally extends to a depth of eight inches during extended cold outbreaks.

As more people settle in the area, increased demand is placed on air, water, and land resources. Whatcom County has favorable production of high quality water due to large amounts of precipitation stored in ground and surface water, snow packs, and mountain glaciers. Despite major industry impacts, air quality remains high during most of the year because of prevailing westerly to southwesterly wind patterns.

2.2 Population

The 1996 Whatcom County base population was estimated to be 152,800, based on the State Office of Financial Management April 1 Population Determinations for 1996. The 1996 overall population density is estimated to be 70 persons per square mile as compared to 51 persons per square mile in 1980, assuming a total County landmass of 2,182 square miles.

According to State Office of Financial Management population estimates for 1990-1995, the annual growth rate in Whatcom County has ranged from 2.3 to 3.7 percent. The County's population is expected to grow between 2 and 3 percent per year throughout the 1990s.

Table 2-1 indicates 1996 city and unincorporated area populations for Whatcom County. Long-range population estimates are included in the Table 3-4 detailing waste generation volume estimates in Chapter 3.

<i>Table 2-1 April 1, 1996 Estimated Whatcom County Population</i>		
	Population	Households
Bellingham	59,840	26,252
Blaine	3,210	1,571
Everson	1,805	677
Ferndale	6,955	2,690
Lynden	7,670	3,011
Nooksack	860	280
Sumas	968	379
<u>Unincorporated</u>	71,492	32,990
Total	152,800	67,850

Based on 1996 State of Washington Office of Financial Management Data

CHAPTER 3.

WASTESTREAM CHARACTERISTICS

3.1 Wastestream Types and Characteristics

This section provides a description of waste types and quantities for Whatcom County, including municipal solid waste, incinerator ash, medical waste, industrial waste, source-separated recycling, bulky waste, construction and demolition waste, land clearing debris, agricultural waste, sewage sludge, hazardous waste, asbestos, and tire disposal and recycling. A more expansive discussion of many of these waste types is found in chapters that follow.

3.1.1 Municipal Solid Waste

Essentially all Municipal Solid Waste (MSW) generated in Whatcom County in 1995 was delivered to one site, Recomp of Washington Inc. (Recomp). According to Recomp, a total of 86,522 tons of Whatcom County MSW was received in 1995. Recomp also incinerated 1,886 tons of imported medical waste and 179 tons of maritime waste from Vancouver, B.C. Of the 88,587 combined tons of MSW and medical waste handled at Recomp, 30,958 tons were incinerated at Recomp, 30,032 tons were incinerated at Olivine Corporation's facility and the remainder was hauled to a regional landfill in Roosevelt, Washington. Recomp received some construction/demolition waste, mostly self-hauled or delivered in drop boxes by certificated haulers. These quantities are included with regular MSW. During 1991 and 1992, Recomp constructed and started testing of a 100-125 ton-per-day material recovery and MSW composting facility. From 1993 to 1995, operation of the MSW composting system was suspended pending the development of local composting regulations and the execution of a disposal agreement with the County.

The 1996 flow of waste in Whatcom County was considerably different than 1995. Recomp, RDS and Olivine handled 64,556, 21,734, and 10,354 tons, respectively, for a total 1996 MSW quantity of 96,644 tons. An unknown quantity of this waste was imported from Skagit and San Juan counties.

During Recomp's negotiations with the City of Bellingham in 1997, Recomp ceased to compete for non-City waste in response to the City's assertion that Recomp's contract with the city required Recomp to offer the City any lower rate charged for non-city waste. During that period, the majority of county waste was delivered to RDS. With the execution of the City of Bellingham/Recomp amended agreement (see Chapter 10 for a more detailed description of the contract amendment) in September 1997, further competition for waste export quantities can be expected between Recomp and RDS.

The above described volumes do not include solid wastes disposed of on-site by agriculture or industry or construction/demolition wastes. These figures also do not include sludges from wastewater facilities, also identified below.

In 1996, the County exported approximately 300 tons per year of municipal waste to Skagit County from the Newhalem/Diablo area. The majority of the 1,886 tons of medical waste incinerated by Recomp in 1995 (2,740 tons in 1996) was imported from outside of Whatcom County. In the past, sludge from the City of Everett has been imported by private entities.

Map 3-1 shows the location of each of the following solid waste handling sites.

Recomp of Washington. Recomp of Washington operates as a transfer station, loading MSW received at the facility into top-opened containers, which are transported to the Regional Disposal Company landfill in Roosevelt, Klickitat County, Washington. Recomp also operates a waste-to-energy incineration facility with a 100-ton-per-day capacity. Ash from incineration at Recomp is also transported to the Roosevelt landfill. The facility, currently not in use, includes a Material Recovery Facility designed to separate recyclable materials from MSW. It also maintains a composting facility available for the processing of source-separated yard waste, which has the capacity of 100-125 tons per day. In addition to solid waste, which Recomp receives from within the County, Recomp accepts medical waste from outside of the County, and disposes of an insubstantial amount of MSW from outside of the County. Recomp received a total of 88,587 tons of waste (including medical waste) in 1995, with 30,958 tons incinerated on-site, 30,032 tons transferred for incineration at Olivine, and the remainder exported to the Rabanco Regional Landfill in Roosevelt, Klickitat County.

From 1992 through 1995, Recomp was the only disposal facility accepting MSW for processing and disposal in Whatcom County.

Recycling and Disposal Services, Inc. (RDS). RDS, which opened in April, 1996, operates as a transfer station, loading MSW received at the facility into top-opened containers, which are transported to Waste Management's Columbia Ridge Landfill in Arlington, Oregon. RDS like Recomp accepts MSW from both within and outside of Whatcom County.

Olivine Corporation. The Olivine incinerator has operated intermittently since its construction in 1985. Various technical and regulatory interruptions have occurred during the experimental operation of the facility. Until 1996, Olivine had an agreement to handle the burnable portion of Recomp's non-processable waste, including bypass materials as well as materials during temporary shutdowns of Recomp's incinerator. In 1995, Olivine incinerated 30,032 tons of MSW transferred from Recomp under this agreement. In 1996, Olivine obtained a disposal site agreement to process MSW under the County's Flow control Ordinance. Olivine started to accept MSW from the public July 15, 1996. Olivine is currently handling woodwaste and other non-putrescible burnables in its incinerator. Olivine's ash is utilized in concrete blocks, or shipped to a special incinerator ash cell at the Rabanco Regional Landfill in Klickitat County, Washington.

Drop Box Facilities. Five drop-box facilities are distributed throughout the County. Privately operated facilities exist at the County's closed Cedarville, Birch Bay and Point Roberts Landfills as well as Sanitary Service Company in Bellingham and Nooksack Valley Disposal in Lynden. These facilities transfer MSW to the County's designated disposal facilities. Drop box sites are further detailed in Chapter 9, Drop Box Facilities.

Waste Composition

As noted above, Whatcom County's wastestream is divided into two distinct wastestreams handled by separate facilities: MSW and construction/demolition waste. The MSW wastestream includes essentially all solid waste with the exception of wastes that can be classified "construction/demolition." Construction/demolition wastes are further described in Section 3.1.7.

In 1992, the Department of Ecology conducted a statewide residential and commercial wastestream analysis. Ecology's composition study is divided into three geographical areas: the Central Puget Sound area; Western Washington, exclusive of central Puget Sound; and Eastern Washington. Composition data for the Western Washington waste generation area has been used to approximate Whatcom County's waste composition patterns. The resulting figures showed the disposed wastestream to be composed of 35 percent organics (yard debris, food waste, wood), 29 percent paper, 10 percent plastics, 7 percent metals, 5 percent glass, and the remainder miscellaneous other materials. Table 3-1 provides more detail of the municipal waste composition breakdown from the 1992 Ecology study, with 1995 disposal and estimated 1993 recycling quantities listed.

3.1.2 Incinerator Ash

Incinerator ash is a major waste type in Whatcom County because of the two waste incinerators. The Recomp incinerators can process approximately 100 tons per day of MSW and medical waste. From late 1994 to early 1996, the Olivine incinerator processed the incinerable portion (approximately 100 tons per day) of bypass waste from the Recomp facility and from July 1996 to March 1997, Olivine accepted MSW directly from the public.

Incineration produces two ash types: (1) ash remaining in the lower chamber or "bottom ash"; and (2) particulates collected by emission controls or "fly ash." Fly ash can contain high concentrations of heavy metals and, therefore, may have special disposal requirements.

At Recomp, bottom ash and fly ash are combined. The total ash quantity was 11,970 tons in 1995. At Olivine, bottom ash and fly ash are handled separately, with a total of 9,266 tons of ash produced in 1995. Ash management is further discussed in Chapter 10, Incineration and Energy Recovery.

In December 1993, Recomp and the City of Bellingham signed a 13-year contract extension which requires Recomp to assume financial responsibility for the ultimate disposal of stockpiled ash stored in Recomp's Temporary Ash Storage Facility. Recomp will be required to complete its removal and export of ash stored in its permitted temporary ash storage facility for ultimate disposal by May 1, 2002, pursuant to an agreement with the Department of Ecology and its agreement with the City of Bellingham. This contract was amended in September, 1997, as described in Chapter 10, Incineration and Energy recovery.

Table 3-1 1993 Whatcom County Municipal Solid Waste Stream Composition and Diversion

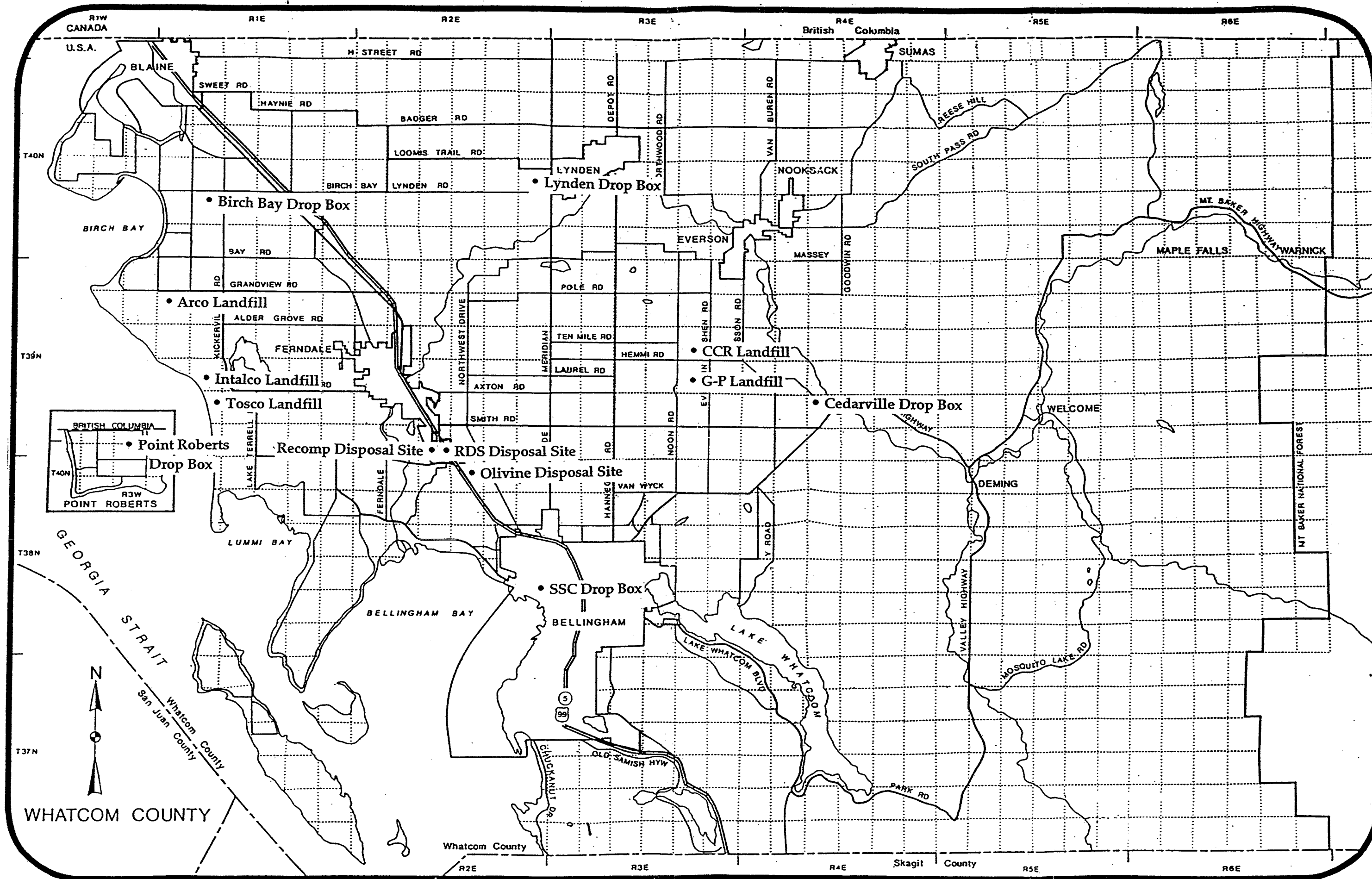
Material	Sub Category	1993 MSW	Est. 1992	Est. 1993	
		Disposed[1] (percent)	Disposal (tons)	Recycled[2] (tons)	Generation[3] (tons)
Glass	Container Glass	4.6	3,716	2,165	5,881
	Other Glass	0.6	485		485
	Total	5.2	4,201	2,165	6,366
Metals	Aluminum Cans	0.6	485	603	1,088
	Other Aluminum	0.2	162		162
	Tin Cans	2.1	1,697	908	2,605
	Mixed Metals	1.4	1,131		1,131
	Ferrous Metals	2.6	2,100	13,485	15,585
	Non-Ferrous Metals	0.2	162	1,173	1,335
	White/Brown Goods	0.2	162	1,138	1,300
	Total	7.3	5,897	17,307	23,204
Paper	Newspaper	4.1	3,312	5,685	8,997
	Corrugated Cardboard	6.8	5,493	12,312	17,805
	"Fine Papers"/CL, WL, CPO	1.3	1,050	800	1,850
	Mixed Scrap Paper	8.5	6,867	1,884	8,750
	Coated Food/Drink Packages	1.1	889		889
	Other Paper	7.0	5,655		5,655
	Total	28.8	23,267	20,680	43,947
Plastic	PET Bottles	0.5	404		404
	HDPE Containers	0.8	646	1.0	647
	Plastic Packaging	8.8	7,109	31.0	7,140
	Total	10.1	8,159	32.0	8,191
Organic	Food	13.1	10,583	556	11,139
	Yard and Garden Waste	6.5	5,251		5,251
	Other Organic	6.0	4,847		4,847
	Wood	8.9	7,190		7,190
	Total	34.5	27,871	556	28,427
Other	Disposable Diapers	3.1	2,504		2,504
	Textiles	3.9	3,151	212	3,363
	Inert Solids and Fines	1.1	889		889
	Other Miscellaneous	4.9	3,959		3,959
	Total	13.0	10,502	212	10,714
	Moderate Risk Wastes	1.0	808	454	1,262
TOTAL:		99.9	80,706	41,406	122,112

Notes:

(1) From 1992 unpublished Ecology data. Original data did not add up to 100%.

(2) Based on 1992 Ecology survey data, 1993 recycling volumes are estimated at 45,500 tons.

(3) Estimated 1993 Generation is calculated by adding 1993 disposal and 1992 recycling volumes for each material. Actual 1993 recycling volumes are estimated to be 10% higher than those provided for 1992.



Map 3-1. Whatcom County Solid Waste Sites

3.1.3 Medical Waste

In 1992, the State Legislature passed SHB 2391, which included provisions for creating a state-wide definition of medical waste. According to this legislation, the new state-wide definition of medical waste includes animal waste infected with human pathogenic microorganisms, "Biosafety level 4 disease waste," cultures and stocks of etiologic agents, human blood and blood products, pathological waste, and sharps waste.

Recomp handled 1,886 tons of medical waste in 1995 (approximately 5 tons per day), and 2,740 tons in 1996. It is estimated that fewer than 2 tons per week is generated locally. Recomp has a contract with Browning-Ferris Industries (BFI) to incinerate medical waste from out of the County. Recomp's medical waste contract is discussed more fully in Chapter 10, Incineration and Energy Recovery.

State legislation requires medical waste to be burned in such a manner that no portion of the combustible material is visible in its unburned state (Chapter 431, Laws of 1988).

In July 1989, in response to a citizen initiative, the Whatcom County Council passed ordinance 89-61, which prohibits the importation of all medical waste generated outside the territorial limits of Whatcom County. The ordinance was challenged by Browning-Ferris Industries. The initial ruling was appealed unsuccessfully by the County. The County has ceased further appeals and will either repeal or not enforce the ordinance.

3.1.4 Industrial Waste

Officials of the four major industries in the County have provided information pertaining to waste types generated at these major industries and processed or disposed outside of the County's MSW system. General surveys of other smaller industries do not reveal any major volumes of solid waste not already included in the general wastestream. Local Hazardous Waste Management Plans address hazardous waste generated by small quantity generators.

Georgia-Pacific (G-P) generates primarily wood waste from log scaling and paper production. In 1993, 867 cubic yards of wood waste was landfilled at the company's "Hilltop" site in central Whatcom County and at the now-closed Bellingham Airport Site. Some wood waste was also recycled through an Anacortes "beauty bark" processor. Before April 1992, G-P also generated approximately 75,000 cubic yards annually of wood fiber waste from mill clarifiers. G-P has since installed a screw press and associated drying equipment to allow the clarifier waste to be burned as a fuel in the plant's boilers. G-P currently generates approximately 3,000 tons of ash annually.

The oil refineries, Atlantic Richfield Company (ARCO) and Tosco (formerly BP Oil) have similar waste types. The major materials are catalysts, miscellaneous hydrocarbon (oily) substances, asbestos, inert materials, coke, and sulfur. Most of the catalysts are reclaimable and thus are not considered as a waste because of their value.

ARCO generated approximately 13 tons of sulfur, 65 tons of aluminum oxide, and 58 tons of coke in 1991. Sulfur, aluminum oxide, and coke are recycled. A new double-lined (clay and polyethylene) non-hazardous land treatment facility was opened at ARCO in April

1993. The site has an anticipated life span of six years. Leachate collected from this site is routed through the refinery's wastewater treatment system. The site has two cells, one for non-hazardous oily sludge and the other for biological sludges from wastewater treatment. ARCO is in the process of installing a biological sludge dewatering unit that will significantly reduce the tonnage of biological sludges requiring disposal. In 1996, 700 cubic yards of contaminated soil was directed to the soil treatment facility and approximately 425 tons of biosludge was treated. Regular MSW generated at the facility enters the County's MSW stream. Recycling programs have been instituted for metals, cardboard, waste paper, aluminum cans, and other materials.

Tosco generates 1,600 cubic yards of MSW annually, including several cubic yards of dry coke. These materials are delivered to Recomp. Tosco also generates about 1,500 cubic yards of bulky materials, including small quantities of sulfur, for off-site landfill disposal. All refinery dock wood waste and asbestos are disposed at Rabanco's Roosevelt Regional Landfill. The non-land banned hazardous waste that cannot be landfarmed is disposed at the Arlington, Oregon, hazardous waste landfill.

Intalco Aluminum generated an estimated 10,272 tons of non-regulated waste in 1995. The company has one double-lined cell and two triple-lined cells for regulated wastes in its landfill. Only non-regulated waste is placed in its double-lined cell. In 1996, 4,600 tons of industrial waste, 4,697 tons of inert waste and 975 tons of other waste (concrete, dirt and anode butts) were landfilled.

In summary, decreasing quantities of industrially generated waste are being landfilled at private sites. For the most part, these materials are construction/demolition or inert wastes. As the private landfilling of industrial wastes is expected to continue to be less expensive than MSW disposal, these materials will likely continue to be landfilled privately.

3.1.5 Source Separated Recycling

Source-separated recyclable materials are considered part of the successfully diverted wastestream. Container glass, paper, metals, motor oil, textiles, and some plastics are all recycled with varying degrees of success. Materials with the highest economic value (cardboard, fine grade papers, aluminum, and metals) are those most commonly recycled independently by private enterprise.

All cities and unincorporated areas within the County have residential recycling collection services. These services include curbside recycling collection for single through four-unit residences as well as separate multifamily collection programs. Several recycling collection businesses and certificated haulers also operate commercial recycling collection services.

The City of Bellingham and Whatcom County operate a yard debris drop-off site in Bellingham, which is currently available to City and County residents at no charge. Recomp and RDS accept source-separated yard debris from residential and commercial sources at a reduced tipping fee. The Cities of Lynden, Everson, Nooksack, and Sumas have a seasonal yard debris collection program available to their residents.

According to a 1996 county survey, Whatcom County recycled 63,561 tons of material in 1995, representing a recycling rate of 42%. Additional information on estimated recycling volumes is provided in Section 5.1 in the Recycling chapter of this Plan. Estimated recycling volumes, by material, for 1993 may be found in Table 3-1. Recycling is further discussed in Chapter 5.

3.1.6 Bulky Waste

In Whatcom County, essentially all large appliances (white goods) and automobiles are recycled for their metal value. Other bulky wastes such as mattresses and similar large furniture items are handled at disposal facilities. Bulky wastes are generally considered a part of the regular wastestream and are processed accordingly.

Old refrigerators present a particular problem due to the presence of chlorofluorocarbon (CFC) refrigerants and contaminants in compressor oils. In May 1992, the Department of Ecology issued a "Hazardous Waste Regulatory Alert" discussing Ecology's recent adoption of an emergency rule for spent CFC refrigerants. In summary, the emergency rule conditionally exempts used CFC refrigerants from the Dangerous Waste Regulations when they are reused or recycled. This emergency rule was adopted to encourage the recycling of CFC refrigerants to the fullest extent possible.

A number of in-county and out-of-county specialized processors are available for the draining and recycling of refrigerators and freezers. These processors typically charge a fee of approximately \$20-30 to accept or pickup these appliances.

3.1.7 Construction and Demolition Waste

Construction/demolition (c/d) waste disposal in Whatcom County is currently handled by three MSW disposal facilities, (e.g. Recomp, Olivine, RDS) and a specialized c/d landfill (County Construction Recyclers [CCR]). CCR landfills most c/d waste generated within Whatcom County at CCR's Hemmi Road site. CCR landfilled an estimated 19,060 cubic yards of demolition debris in 1996. Wastes from large-scale (mechanical) demolition, roofers, and self-haulers are generally disposed at CCR, while wastes from remodeling, manual demolition, and drop-boxes hauled by certificated haulers are often disposed at MSW facilities.

Although much of the c/d waste that enters the wastestream at MSW facilities could be handled at CCR, waste materials delivered to CCR must meet stringent local Health Department requirements; MSW (food waste or packaging, paint cans) is not allowed, and only incidental amounts of sheet rock is allowed. Waste that does not meet these specifications must either be separated by the generator or delivered to MSW disposal facilities. Debris from construction sites often contains contaminants beyond the thresholds allowed by CCR's permit, and must be rejected by CCR.

Due to the potential for rejected loads, certificated haulers are often reluctant to deliver drop box contents to CCR. Certificated haulers are unable to ensure the quality of the c/d waste they collect from various generators throughout the County. The possibility that drop boxes may contain unacceptable contaminants encourages haulers to deliver essentially all drop box loads to MSW facilities.

In past years, the County has estimated that some c/d waste is disposed of on private property, generally as fill for low areas. However, the small size of these fill sites (under 2,000 cubic yards) has historically exempted them from regulatory oversight. The County Health Department is concerned with unregulated filling and is contemplating potential options for increased oversight and monitoring. These options are discussed in Chapter 12.

3.1.8 Land Clearing Debris

Minimal land clearing wastes enter the MSW stream. Several private operators provide on-site or centralized woodwaste grinding services, including Barker's Woodchipping, American Recycling & Manufacturing, and Northwest Chipping and Grinding. CCR also accepts limited volumes of land clearing materials at their c/d landfill site.

Historically, most land clearing debris in Whatcom County was burned on-site due to the convenience and perceived low cost of burning. Private chipping operators have noted that relatively lax enforcement of burning and disposal restrictions has limited the volumes available for chipping and recycling.

Northwest Air Pollution Authority (NWAPA) publications have estimated that over 57,000 tons of woody waste ("Residential Maintenance" and "Landclearing Debris") were burned on-site in Whatcom County during 1990. These quantities may have declined in recent years due to municipal burning bans and lower levels of land development, although no current estimate is available.

In 1991, the State Legislature passed amendments to the State's Clean Air Act, which will prohibit outdoor burning in urban growth zones by no later than December 31, 2000. Outdoor burning will be restricted before that date if fine particulate standards are exceeded or if alternative methods of wood waste disposal or utilization are available.

Due to this legislation, expanded burning bans in Whatcom County can be expected by the end of the decade. Burning bans will create a demand for an alternative method for management of these wastes. In areas with burning bans, wood waste processing/recycling, on-site burying, and landfilling are common. In urban areas, the yard debris component of the residential MSW stream may be expected to increase unless alternatives are provided.

In December 1993, the City of Bellingham passed Ordinance #10487, which limits the type of materials which may be burned and prohibits outdoor burning entirely during adverse atmospheric conditions and December through February and May through September. The Ordinance was effective May 1, 1994.

3.1.9 Agricultural Waste

Agricultural waste such as manure and crop residues are returned to the land as soil conditioners. Annual volumes and seasonal variation vary by agricultural sector. Guidelines for the proper handling of livestock wastes in western Washington have been published by the Washington State University Agricultural Extension Service. Dead farm animals are disposed of on-site or outside of the County since there is no longer a local

rendering plant that accepts dead animals. Current agricultural waste practices, as they pertain to the County's solid waste management system, are believed to be adequate and protective of health and the environment.

3.1.10 Sewage Sludge Treatment Byproducts

Sewage sludge is a semisolid substance consisting of settled sewage solids combined with varying amounts of water and dissolved materials, generated from a wastewater treatment system. Municipal sewage sludge is sewage sludge generated from a publicly owned wastewater treatment plant (WWTP). "Biosolids" is another term for municipal sewage sludge which is primarily an organic, semisolid product resulting from the wastewater treatment process, as well as septic tank sludge (septage), that can be beneficially reused. Beneficial reuse of biosolids is governed by (1) the National Sewage Sludge Use and Disposal Regulation, codified as 40 CFR Part 503 and promulgated by the U.S. Environmental Protection Agency (USEPA), (2) pending rulemaking of the Washington Department of Ecology (WDOE) for the adoption of Chapter 173-308 WAC Biosolids Management, and (3) Chapter 24.06 of the Whatcom County Code containing Whatcom County Health Department (WCHD) regulations.

In early 1998, the State Department of Ecology (DOE) will be adopting the State Biosolids Management Rule, WAC 173-308. The DOE is required by law to implement a biosolids management program that at least meets the requirements of the Federal Clean Water Act. A draft of the new rule was released in February of 1997. It is expected that the final rule will be adopted in early 1998.

Sewage sludge not meeting requirements necessary for beneficial reuse is considered a solid waste and, accordingly, is covered in this Plan. Biosolids are not a solid waste subject to this Plan but are mentioned herein on account of their logical relationship to the topic. The Washington State Department of Ecology will be issuing general biosolid application permits that will be reviewed by local health departments/districts. Storm sewer sediments are unregulated in Whatcom County and are not addressed in this Plan.

3.1.10.1 Sewage Treatment Byproduct Management

In Whatcom County, the sources and methods of disposal/utilization of sewage sludge are as follows:

1. *Industrial Sewage Sludge* is produced by Georgia Pacific, Tosco Oil Company, Atlantic Richfield, Intalco Aluminum Corporation, Darigold Farms and Ferry Brothers. Whatcom County industrial sewage sludge is privately processed and disposed of on lands owned, leased or contracted by the respective generator.
2. *Septage* consists of the solids removed from private septic tanks and recreational vehicle holding tanks. Whatcom County septage is presently accepted as influent at one or more municipal WWTPs.
3. Municipal WWTPs in Whatcom County vary greatly in operation, product and manner of disposition, as follows:

- 3a. The City of Bellingham WWTP utilizes an aerobic secondary treatment process that generated 3,500 dry tons of biosolids in 1993, which volume is projected to rise to 4,200 dry tons in 20 years. City of Bellingham WWTP biosolids is disposed by on-site incineration currently producing some 600 tons of ash residue per year. The ash is used as a fill material on City-owned land as well as private property.
- 3b. The City of Ferndale WWTP utilizes an aerobic secondary treatment with a lagoon settling pond. The settled solids are periodically (every 7 to 10 years) removed and reused by land application as a soil amendment if quality permits. All land application for soil amendment must take place on land that is zoned for agricultural or rural use and that has a permit from the WCHD.

The City of Ferndale facility produced approximately the equivalent of 120 dry tons of residual biosolids in 1990.

- 3c. The Lummi Tribal Sewer District WWTP utilizes an aerobic secondary treatment producing a liquid biosolid product. Biosolids generated by the Lummi Tribal Sewer District are landspread within the reservation on a forty (40) acre silvaculture site. The Lummi Tribal facility produced approximately 23 dry tons of biosolids in 1990.
- 3d. The Birch Bay Water and Sewer District and the Cities of Blaine, Lynden, Everson (serving Nooksack) and Sumas (BBBLENS) each operate wastewater treatment plants utilizing various aerobic secondary treatment processes producing a liquid biosolids product meeting all MCLs. These jurisdictions have in the past coordinated their testing, transportation, storage and beneficial reuse of biosolids under the authority of Chapter 39.34 RCW by means of a joint, interlocal agency, BBBLENS, modeled as a mini-METRO. The biosolids produced by BBBLENS participants were applied at agronomic rates to private agricultural lands as fertilizer and soil amendment on BBBLENS' two (2) permitted WCHD sites.

BBBLENS participants produced an aggregate 539 dry tons (5.96 million wet gallons) of biosolids in 1991 and project producing 1,151-1,607 dry tons in twenty (20) years. The BBBLENS Wastewater Biosolids Utilization Study (November, 1992), which analyzed and compared alternative biosolids utilization concepts on the basis of thirteen (13) evaluation parameters, identified several approaches to both biosolids utilization on agricultural lands and composting as feasible, affordable methodologies of the reuse of biosolids as a valuable resource.

Effective October 31, 1997, biosolids utilization programs by BBBLENS member WWTPs underwent substantial realignment, as follows:

- i. The Birch Bay Water and Sewer District WWTP utilizes an aerobic secondary treatment process consistently producing a USEPA Class B liquid biosolids product. The City of Blaine WWTP utilizes an aerobic secondary treatment process generally producing a USEPA Class B liquid biosolids product. The Birch Bay Water and Sewer District and the City of Blaine cooperate to coordinate their testing, transportation, storage and beneficial reuse of biosolids under BBBLENS arranged contracts for storage and ultimate

application at agronomic rates to private agricultural lands as fertilizer and soil amendment on two (2) WCHD permitted sites.

- ii. The City of Lynden WWTP utilizes an aerobic secondary treatment process presently producing a USEPA unclassifiable (on account of pathogen and vector attraction reduction standards, not MCL standards) liquid biosolids product meeting beneficial reuse standards with further treatment. The City of Lynden plans in May 1998, to complete construction of a biosolids and yardwaste composting facility designed to achieve a USEPA Class A biosolids product for general distribution. The City of Lynden has sized its compost facility to accommodate 20 year projections and has made its interim excess capacity available to BBBLENS members for mid-term disposition and/or for short-term emergency disposition. Lynden maintains one or more contracts for backup storage and land application at agronomic rates on private agricultural lands as a fertilizer and soil amendment on WCHD permitted sites. Biosolids will be composted at the new facility or land applied at agronomic rates to private agricultural lands as fertilizer and soil amendment on two (2) WCHD permitted sites.
 - iii. The City of Everson WWTP, also serving the City of Nooksack, utilizes an aerobic secondary treatment process presently producing a USEPA unclassifiable (on account of pathogen and vector attraction reduction standards, not MCL standards) liquid biosolids product meeting beneficial reuse standards with further treatment. The Cities of Everson and Nooksack have contracted directly with the City of Lynden for mid-term disposition of liquid biosolids sludge by transport to the City of Lynden WWTP for dewatering/thickening and either composting with yardwaste to achieve a USEPA Class A biosolids product for unrestricted general distribution or land-application of the same by contract for storage and ultimate application at agronomic rates to private agricultural lands as fertilizer and soil amendment on two (2) WCHD permitted sites.
 - iv. The City of Sumas WWTP, utilizes an aerobic secondary treatment process presently producing a USEPA unclassifiable (on account of pathogen reduction standards, not MCL standards) liquid biosolids product meeting beneficial reuse standards with further treatment. The City of Sumas has initiated transport of its liquid biosolids to Abbotsford, British Columbia as influent to the Joint Abbotsford Matsqui Environmental System (JAMES) WWTP. The City of Sumas contemplates the construction of suitable facilities enabling the direct diversion and piping of City of Sumas influent directly to the JAMES WWTP under long-term contract coupled with abandonment of its own WWTP operations.
- 3e. Municipal WWTP byproducts not meeting beneficial reuse standards even after future treatment, or for whom beneficial reuse is unavailable, are reprocessed through a Whatcom County WWTP, reprocessed at an out-of-county WWTP, or are land-filled.

3.1.10.2 Regulatory Scheme

1. **Federal:** Each industrial and municipal wastewater treatment plant must hold a National Pollutant Discharge Elimination Systems (NPDES) permit, renewable every five (5) years, regulating the quality and quantity of effluent, as well as the manner of disposition of wastewater treatment byproducts. In addition, WWTP byproducts are regulated by the USEPA *National Sewage Sludge Use and Disposal Regulation* codified as 40 CFR Part 503, effective March 22, 1993. The Part 503 regulations establish classifications of sewage sludge/biosolids based on the treatment plant's performance and design for pathogen reduction and presence of particular constituents, particularly heavy metals. Part 503 is enforced through the NPDES permit system and the Clean Water Act regulations, as well as by delegation of enforcement powers to the respective states.
2. **State:** The WDOE exercised jurisdiction over all forms of sewage sludge as solid waste under Chapter 70.95 RCW, and promulgated *Municipal and Domestic Sludge Utilization Guidelines*, (WDOE 82-11, October, 1982), WAC 173-304-300 relating to waste recycling facilities, and WAC 173-304-450 relating to landspreading disposal with delegation of permitting and enforcement to the local health officers. In furtherance of the 1992 enactment of Chapter 70.95J RCW and the implementation of federal regulations, the WDOE is currently engaged in rulemaking action for the adoption of Chapter 173-308 governing WWTP byproducts, including the designation of the WDOE as the agency for permitting and enforcement of such regulations with provision for delegation of administration in partnership with local health officers.
3. **Local:** The WCHD is the present sewage sludge (as solid waste) and biosolids permitting and enforcement authority in Whatcom County. The Whatcom County regulations, codified as Title 24 of the Whatcom County Code, address all sewage sludge as a solid waste and provide for setback, access, season of application and other enhanced restrictions beyond those found in existing WDOE guidelines and solid waste regulations. Whatcom County has enacted compost quality regulations that specifically incorporate federal standards for composts and sludges. Future WCHD permitting and regulation of wastewater treatment byproducts, and particularly biosolids and products of biosolids, will be subject to Chapter 173-308 WAC upon adoption by WDOE.

3.1.11 Hazardous Waste

The Resource Conservation and Recovery Act (RCRA) of 1976 deals with the proper handling of solid and hazardous wastes. The Act was re-authorized in 1980 and again in November 1984. The most recent re-authorization contains significant changes to the definition of hazardous waste generator. The Act was undergoing substantial review at the time this Plan was being revised.

Prior to the RCRA amendments of 1984, generators of fewer than 1,000 kilograms per month (kg/mo) of a hazardous waste were exempt from the law. The 1984 amendments lowered the limit to 100 kg/mo. These generators (less than 100 kg/mo.) are categorized

as small-quantity hazardous waste generators (SQGs). Under WAC 173-300-070, SQGs are required to identify their waste, store it properly, and dispose of it at a permanent facility.

An EPA report indicates that most of the small quantity generators are in vehicle maintenance or metal manufacturing. Other typical SQG businesses include metal finishing, printing, photography, laundries, and dry cleaners. Lead battery acid and solvents are the most common wastes. Other types of SQG wastes include: degreasing solvents, spent cutting oil and coolants, photographic chemicals, and industrial strength detergents.

Hazardous wastes generated by regulated industry are recycled, processed on-site, or disposed of in accordance with federal and state law. Currently, Washington has no approved hazardous waste disposal site. The closest sites are Arlington, Oregon, and Twin Falls, Idaho; both are operated by private corporations.

Although Disposal facilities do not accept hazardous wastes, toxic wastes generated by SQGs and households are often sent to disposal facilities or dumped down the drain undetected. Neither the sewer systems nor MSW disposal facilities are designed to handle these materials.

The Bellingham Public Works Department, with funding from the Department of Ecology and the Whatcom County Public Works Department, operates a household hazardous waste collection site. Members of the public with small, household quantities of pesticides, cleaners, paint products, or other dangerous waste may drop-off these materials at the City's facility. Only products in household or small business quantities and in the original containers are accepted. City staff classify and prepare materials for shipping to the final disposal site.

The management of moderate risk wastes is further detailed in the Whatcom County Hazardous Waste Management Plan and the City of Bellingham Moderate Risk Waste Management Plan.

3.1.12 Asbestos

Asbestos is not considered a hazardous waste under either federal or state regulations. Asbestos is regulated under the federal Clean Air Act (among others) as an air pollutant that poses human health hazards. Local regulation is provided by the Northwest Air Pollution Authority.

In recent years, asbestos removal projects have been regularly undertaken by local school districts, building contractors, and business and government. These efforts have generated large quantities of asbestos waste. The volumes were previously managed through landfilling in special cells at the County's Cedarville Landfill. With the closure of the Cedarville Landfill, in-county capacity for asbestos disposal was lost.

Properly packaged and labeled asbestos waste is now placed in special containers and transferred to out-of-county landfills for disposal. Most larger generators either self-haul or use haulers to transport asbestos to out-of-county landfills.

3.1.13 Tire Disposal and Recycling

Used tires generated within Whatcom County are generally handled within the retail tire industry. Usable tire casings are either shipped directly to retreading plants or combined with unusable casings for later sorting by processing sites. Unusable tires are shipped by State-permitted tire haulers to approved processing, storage, or disposal sites.

Tires disposed in the MSW wastestream by individuals and businesses are handled at disposal facilities as any other waste. Some small tires enter the incineration stream, while most are long-hauled for out-of-county disposal. Tires are discussed in detail in Chapter 6, Market Development.

3.2 Waste Flow Summary and Seasonal Variation

Whatcom County waste volumes for 1995 are indicated in Table 3-2. These quantities reflect the wastestreams described in the preceding sections. 1996 quantities are provided in the preceding sections, where available.

Table 3-2 Summary of 1995 Whatcom County Wastestreams

Wastestream	Tons or Cubic Yards	
<u>General:</u>		
Municipal Solid Waste - incinerated	60,990	Tons
Municipal Solid Waste - landfilled	27,033	Tons
Medical Waste	1,886	Tons
Incinerator Ash	21,236	Tons
Construction and Demolition	19,877	Cubic Yards
Land clearing (estimated burned)	50,000	Cubic Yards
Sludge (dry tons land applied)	562	Tons
<u>Industrial:</u>		
Georgia-Pacific (wood waste)	about 1,000	Cubic Yards
Georgia-Pacific (ash)	3,000	Tons
Intalco (all wastes)	12,303	Tons

Based on 1995 population and waste volume figures, the per capita MSW generation rate is approximately 3.2 pounds per day (1,167 pounds per year), excluding recyclable materials, or 4.9 pounds per day (1,773 pounds per year), including recyclable materials. Both estimates exclude construction/demolition and imported medical wastes. This amount is comparable to national figures. Table 3-3 provides an indication of recent per-capita waste generation trends in Whatcom County.

Although waste reduction and recycling programs have been greatly enhanced during the past few years, the full effects of reduced disposal during 1991 and 1992 are not

reflected in Table 3-3. In addition to the impact of variations in the strength of the local economy, the implementation of mandatory collection in 1992 increased disposal volumes an unknown amount. While some of the new collection customers merely shifted from self-hauling to subscribing for collection services, others who had previously buried or burned their waste also subscribed for collection, thereby adding their waste to the recorded wastestream. Thus, the increase in per-capita waste generation indicated in 1993 may be due to reduced illegal disposal more than wasteful practices.

Seasonal variation in solid waste quantity is significant. Seasonal waste fluctuations can be determined by comparing monthly disposal data. A monthly average of 7,210 tons of MSW were disposed at Recomp in 1995. Monthly MSW volumes ranged from 6,299 to 8,520 tons per month.

Table 3-3 1990-1995 Whatcom County Waste Generation

Year	Population ¹	Disposal Tonnage ²	Lbs/capita/yr	Lbs/capita/day
1990	127,780	80,826	1,265	3.47
1991	132,200	80,318	1,215	3.33
1992	137,100	83,231	1,214	3.33
1993	140,900	87,767	1,246	3.41
1994	145,000	85,673	1,182	3.24
1995	148,300	86,522	1,167	3.20

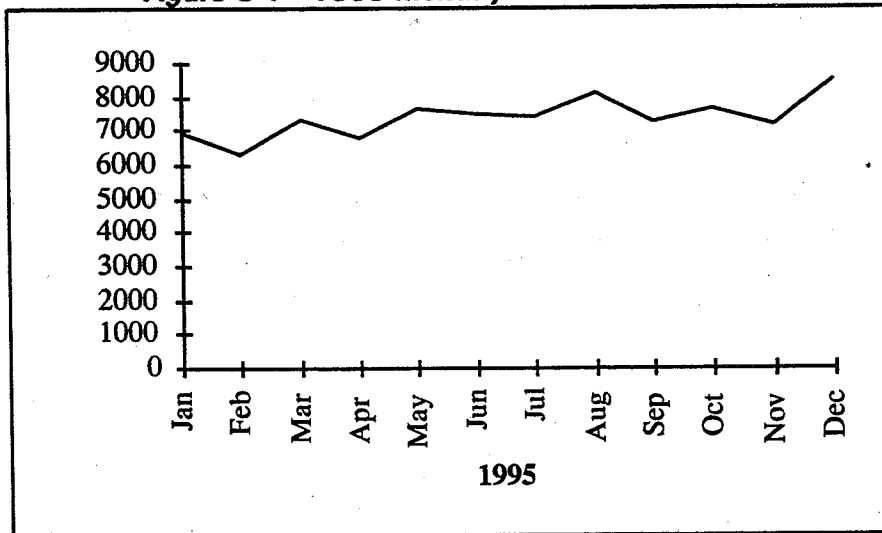
¹Washington State Office of Financial Management

²County data for 1990, Recomp data for 1991-1995. Construction/demolition and imported medical waste has been subtracted.

In Whatcom County, seasonal variations in the wastestream occur as a result of tourism, lawn and garden activity, and seasonal trades such as fishing and construction. Based on the data noted above, maximum summer MSW quantity can increase to 118 percent of the annual average. Minimum winter quantity can decrease to 87 percent of the annual average. The construction/demolition wastestream also indicates variability, which is tied closely to season and economic activity.

Figure 3-1 indicates the monthly variability of MSW volumes disposed in 1995.

Figure 3-1 - 1995 Monthly Waste Volumes



3.3 Waste Flow Projections

Table 3-4 provides a 20-year waste generation and flow estimate for the Whatcom County wastestream, excluding medical waste and construction/demolition waste. Reported volumes for 1995 are included as the base year for this table. The table is divided into three sections. The "Generated" section provides total generation and population estimates for each year, as well as calculated per capita generation, recycling and disposal rates in tons per capita per year. The "Recycled" section lists source-separated recycling and the calculated recycling rate. The "Processing/Disposed" section lists MSW quantities originating from the City of Bellingham (currently managed under contract at Recomp) as well as waste quantities from unincorporated areas and other cities ("County MSW"). Annual and daily totals are provided for the processed and disposed stream.

The projected wasteflow also does not anticipate the varying flows to different facilities as the County's disposal system matures. Portions of the processed/disposed wastestream have been handled at Recomp, Olivine and RDS. Depending on which facility receives the waste, the MSW may be incinerated or exported. Thus, continually varying quantities of incinerator ash are produced. No attempt has been made to forecast the quantities of ash due to uncertainty regarding the flow of waste to each disposal site.

Explanations of each of the entries in Table 3-4 follow:

Generated

Total Generation

Total waste generation is the sum of the disposed, processed, and source-separated recycled MSW streams.

Total Population 1995 population is based on State Office of Financial Management projections. A growth rate of 2.0 percent per year is assumed over the planning period.

Per Capita Generated Per capita generated represents total generation divided by total population.

Per Capita Recycled Per capita recycled represents total recycling divided by total population. This figure increases during the first few years of the planning period to reflect increased source-separated composting and then remains constant over the rest of the planning period for lack of the ability to forecast changes in packaging and recycling activities.

Per Capita Disposal Per capita disposal represents the disposed stream divided by total population. Disposal is expected to increase in step with the 2 percent population increase forecast.

Recycled

Source-Separated Recycling Estimated 1995 source-separated recycling levels are based on the County's survey conducted in 1996. Estimated quantities in 1996, 1997, and 1998 have been adjusted to reflect an increase due to organics collection and source-separated composting. Baseline recycling tonnages are expected to increase through 1998, after which the annual increase is reduced to two percent, in step with increasing population.

Recycling Rate This is obtained by dividing recycling quantities by total generation.

Processed/Disposed

Bellingham Waste This is the quantity of Bellingham MSW contracted by the City to Recomp. Assuming that up to 4,500 tons per year of incinerated waste could be imported medical waste, approximately 28,000 tons of Bellingham MSW can be incinerated at Recomp. Some (e.g. waste received in excess of capacity) or all Bellingham waste can be exported under the terms of Recomp's contract with the City of Bellingham.

County Waste This is the quantity of MSW available for handling at private disposal facilities.

Total Processed/Disposed Total MSW is shown in both tons per year and tons per day.

Table 3-4 Whatcom County - 20-year Waste Generation Projection

	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004
Generated										
Total Generation - TPY	149,33	150,79	152,27	154,23	157,31	160,46	163,67	166,94	170,28	173,68
Total Population	148,30	151,26	154,29	157,37	160,52	163,73	167,01	170,35	173,75	177,23
Per Capita Gen. - TPY	1.01	1.00	0.99	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Per Capita Recy. - TPY	0.43	0.44	0.45	0.47	0.47	0.48	0.48	0.49	0.49	0.49
Per Capita Disp, TPY	0.58	0.56	0.53	0.51	0.51	0.50	0.50	0.49	0.49	0.49
Recycled										
Source-Sep. Recy -	62,811	65,952	69,249	72,712	74,893	77,140	79,454	81,838	84,293	86,821
MWP-rcvrd Recy - TPY	750	765	780	796	812	828	845	862	879	896
Total Recycled - TPY	63,561	66,717	70,029	73,507	75,705	77,968	80,299	82,699	85,171	87,718
Recycling Rate (%)	42%	44%	46%	47%	48%	48%	49%	49%	50%	50%
Processed/Disposed:										
B'ham MSW - TPY	38,500	39,270	40,055	40,857	41,674	42,507	43,357	44,224	45,109	46,011
County MSW - TPY	48,022	48,982	49,962	50,961	51,981	53,020	54,081	55,162	56,265	57,391
Total Pro/Disp - TPY	86,522	84,845	83,025	81,518	82,421	83,321	84,216	85,106	85,989	86,866
Total Pro/Disp - TPD	237	232	227	223	226	228	231	233	236	238
Byproducts:										
Ash Residue-TPY	21,236	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000

TPD = Tons per Day
 TPY = Tons per Year
 MWP = Mixed Waste

Table 3-4 Whatcom County - 20-year Waste Generation Projection

(Continued)

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Generated										
Total Generation - TPY	177,16	180,70	184,31	188,00	191,76	195,60	199,51	203,50	207,57	211,72
Total Population	180,77	184,39	188,08	191,84	195,67	199,59	203,58	207,65	211,80	216,04
Per Capita Gen. - TPY	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Per Capita Recy. - TPY	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49
Per Capita Disp, TPY	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49
Recycled										
Source-Sep. Recy -	88,558	90,329	92,136	93,978	95,858	97,775	99,731	101,72	103,76	105,83
MWP-rcvrd Recy - TPY	914	933	951	970	990	1,009	1,030	1,050	1,071	1,093
Total Recycled - TPY	89,472	91,262	93,087	94,949	96,847	98,784	100,76	102,77	104,83	106,92
Recycling Rate (%)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Processed/Disposed:										
B'ham MSW -TPY	46,931	47,870	47,870	48,827	48,827	49,804	49,804	50,800	50,800	51,816
County MSW - TPY	58,539	59,709	59,709	60,904	60,904	62,122	62,122	63,364	63,364	64,631
Total Pro/Disp - TPY	88,603	90,376	92,183	94,027	95,907	97,825	99,782	101,77	103,81	105,88
Total Pro/Disp - TPD	243	248	253	258	263	268	273	279	284	290
Byproducts:										
Ash Residue-TPY	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000

TPD = Tons per Day
TPY = Tons per Year
MWP = Mixed Waste

CHAPTER 4. WASTE PREVENTION

The terms "waste reduction" and "recycling" are often confused. Waste reduction and waste prevention refer to not creating waste or minimizing waste at its source of generation. Recycling diverts materials from the waste stream for processing into new goods. The Washington State definition for waste reduction, as stated in RCW 70.95.030(22) is as follows: "'Waste Reduction' means reducing the amount or toxicity of waste generated or reusing materials." In this Plan, the terms "waste reduction" and "waste prevention" are used interchangeably, with a preference for the less confusing term, waste prevention.

A broader and more inclusive definition has been adopted by the County for planning purposes. It is:

"decreased generation of solid waste resulting from: reduced product weight or volume, reduced packaging, increased product durability and reusability, alterations in consumer behavior regarding purchase patterns, greater efficiency in operating processes resulting in lower generation of wastes, on-site composting and related organic waste reduction techniques, and alteration of the waste stream to make it less hazardous¹."

The Plan's broad waste prevention objective is to have the total waste stream (before recycling) grow at a markedly slower rate than population and economic growth. The previous 1990 Plan's five-year goal for waste prevention programs was to reduce waste generation by three percent. This goal is retained for this planning period.

Waste prevention rates will be measured based on per capita waste generation rates (before recycling), using 1990 as the baseline year. Per capita waste generation rates for the 1990-1995 period are listed in Table 3-3. It is important to note that it is very difficult to accurately and cost-effectively measure waste prevention activities due to the nature of waste prevention — not producing waste in the first place. Because of the difficulty in accurately measuring waste prevention rates, and for the purpose of the Plan, gains toward the three percent goal will not be directly counted for the State's 50 percent recycling and reduction goal.

4.1 Existing Conditions

A number of waste prevention programs operate in Whatcom County. These programs are reviewed in the following categories: reduction and reuse programs, education programs, legislation, and governmental waste prevention activities practiced by Whatcom County. Unless otherwise noted, the programs are funded by Whatcom County and currently operated by RE Sources under contract to the County.

¹This definition is adapted from an article in Resource Recycling magazine: "Local Government Approaches to Source Reduction," by Steven Sherman, September 1991.

4.1.1 Reduction and Reuse Programs

Material Reuse

Whatcom County is home to a variety of reuse operations, ranging from small for-profit "second hand" shops, to warehouse-sized non-profit charities.

The County spent \$40,000 over the 1992-1993 period to serve as seed money to assist with establishment of private material reuse operations. The project, termed "Remex" (Reusable Material Exchange), featured funding for selected reuse projects to assist with set-up and operating costs. The County negotiated with County Construction Recyclers to develop a construction/demolition reuse program at the CCR site. Materials were to be recovered at the site from incoming loads of waste and then marketed off-site. Permitting issues delayed this project, forcing termination of County funding. The County also contracted with RE Sources to organize and operate a used material exchange store called "The RE Store." Collection and retail activities at The RE Store began in July 1993, and as of June, 1996 approximately 675 tons of reusable materials have been diverted from disposal.

Cloth Diaper Service

Whatcom County is served by two privately operated cloth diaper services. Residents subscribing to the service receive a set of clean cloth diapers in exchange for the soiled ones on a weekly basis. In late 1993, 375 of the approximately 4,000 infants in diapers were using cloth diaper services. An unknown number of infants are also using cloth diapers washed at home.

Grocery Bag Rebate, Shelf Labeling, and Other Discounts

Many County grocery stores now offer individuals a rebate for using a canvas bag or reusing a paper or plastic grocery bag. Many stores offer canvas bags for sale. Shelf labeling is often used to identify products or packaging made with recycled content or products/packages that are recyclable. Some coffee stores also offer a discount to customers who reuse coffee bags and use refillable coffee mugs.

4.1.2 Education

Whatcom County and Bellingham School Programs

A classroom education program that emphasizes waste prevention and recycling practices is available to grade levels kindergarten through 12 at all public and private schools in Whatcom County. An education specialist makes waste prevention and recycling presentations using specially designed curricula pertinent to Whatcom County. The waste prevention and recycling presentations are accomplished with a multi-media format that uses a variety of educational aids, hands-on activities, slides, videos, storytelling, music, and discussion. At each presentation, every student and teacher receives a packet of materials dealing with waste prevention and recycling issues, resources, and opportunities in Whatcom County. In 1995, 331 classroom presentations were given.

Technical assistance is available for teachers and administrators, including demonstration kits, printed material, resource books, and consultations for in-school waste prevention and recycling programs. An annual newsletter detailing program progress and other information is provided to each school receiving presentations.

Each year, a county-wide waste prevention and recycling contest is held for kindergarten through 12th grade children.

Waste Prevention and Recycling Hotline

The telephone hotline, operated under contract by RE Sources since 1985, provides callers with a variety of waste prevention and recycling information. The hotline is an opportunity to educate, as well as gauge the public's interests and concerns relating to waste prevention and recycling. In 1995, information was provided to 6,278 callers. Informational handouts about waste prevention, composting, hazardous chemicals alternatives, and recycling subjects are mailed to callers when appropriate.

Media

Indexed copies of "Waste Q+A", a question and answer column previously run in the Bellingham Herald, are available through the Whatcom County Waste Prevention and Recycling Program and public libraries in Whatcom County. The "Earth Watch" report is a weekly radio spot aired on KUGS radio station. Both features frequently address waste prevention issues.

Press releases and radio public service announcements regarding composting, holiday waste prevention programs, and other related topics are made available to newspapers, radio stations, and local television. Other cost-free advertising includes: messages on utility billings and property tax statements, community service listings in telephone directories, and filler advertisements in local publications. The County also occasionally sponsors paid advertising to support waste prevention campaigns

"Absolutely Free" Listings

Four newspapers, the Bellingham Herald, Lynden Tribune, Ferndale Record Journal and the Echo, as well as KGMI radio station and TCI cable station, offer free advertising listings for free items.

Public Speaking

Waste prevention and recycling presentations are provided to interested community groups, businesses, and organizations throughout Whatcom County. Presentation topics include residential, business, and holiday waste prevention and recycling opportunities as well as household hazardous waste and chemical waste prevention.

Publications

Publications available include: *Solid Solutions* (a countywide newsletter published twice each year), posters, brochures, and information on waste topics including titles such as

"Your Guide to Easy Recycling," "Trash to Treasures" (a guide to repairing, reusing, donating, and selling household items) and "Composting Made Easy." A business waste reduction and recycling newsletter is also published annually in the *Business Journal*.

Permanent Information Centers

In 1992, waste prevention and recycling information centers were installed throughout Whatcom County. Locations include libraries, city halls, post offices, malls, recreation centers, senior centers, Western Washington University and Whatcom Community College. A distribution system has been developed to minimize the cost of restocking the information centers.

Diaper Education Program

The County, in cooperation with Bellingham Technical College, provides diaper use alternatives information through teacher training, student brochures and an instructional video. Teachers use this information in pre-natal and parenting classes. The County also cooperated with the Department of Social and Health Services to distribute this information to day-care providers in hopes to influence diaper use decisions at day-care facilities. Cloth diaper service has increased 285 percent (as of 1994) since the start of this program.

Tree Tag Program

RE Sources assists the Boy Scouts of America in the promotion of their annual Christmas tree collection/mulching project. In January 1996, approximately 4,000 trees were chipped.

Master Composters and Demonstration Sites

Using funds from Ecology and the Whatcom County Solid Waste Division, the Whatcom County/Washington State University Cooperative Extension Service started a Master Composter program in 1990. Based on the Master Composter program model developed in 1985 by the Seattle Tilth Association, the program provides training and support to volunteer public educators at a cost of \$24,000 in 1996.

As a part of this program, a home composting demonstration site has been established at the County's Hovander Park. The home composting demonstration site offers opportunities for researching and demonstrating home composting techniques, including one-bin holding units and multiple-bin turning units. The site also shows food waste composting with redworms.

Beginning in 1993, 2,200 backyard composting bins and Master Composter assistance were made available at a subsidized price to residents. Schools throughout Whatcom County received worm bin composters from the County.

Business Assistance Program

Since 1992, over 950 businesses have received an on-site or telephone waste evaluation by request. At each business, a trained waste evaluator examines existing reuse, recycling, and disposal practices; estimates waste quantities by material; reviews collection and disposal charges; identifies problem wastes; and reviews procurement practices. The evaluator also provides information on setting up waste prevention and recycling programs, equipment options, service providers, local cooperative ventures, and "buy recycled" procurement options. The evaluator uses prepared data-gathering forms and a resource library as tools to develop recommendations for businesses.

Once a business receives a waste evaluation, the business is contacted again to determine the use and effectiveness of evaluation recommendations. Additional assistance is provided if necessary.

Businesses meeting criteria for the model waste prevention and recycling program receive an award certificate and window decal to display at their business. The program gives businesses an opportunity to share their successes as well as learn of techniques that other businesses have found successful.

Paper Tiger Program

The Paper Tiger program uses posters and brochures to emphasize ways to reduce the amount of waste paper produced in government and business offices. Paper Tiger materials have been distributed to businesses and institutions throughout Whatcom County. In 1996, a new effort will be undertaken to involve copy and duplicating centers in this effort.

Local Grant Program

In 1996, the County initiated a "local waste reduction and recycling, education and promotion grant program" through the adoption of Ordinance 96-025. This ordinance directed the establishment of the grant program to be administered by a selection committee with County Council, Executive Committee, SWAC, County staff and public representation. The grant program is intended to fund up to 50 percent of certain waste reduction and recycling activities. Grant proposals must provide expected results as well as methods for measuring results. In 1996, the grant pool was \$175,000.

4.1.3 Legislation

Whatcom County currently has no specific waste prevention legislation in effect. The State solid waste management plan encourages local governments to consider passing bans if they will assist in meeting waste prevention and recycling goals.

Solid Waste Collection Rate Incentives

In September 1990, Whatcom County Service Level Ordinance 90-95 was adopted. This ordinance establishes service levels for solid waste and recycling collection in Washington Utilities and Transportation Commission (WUTC) regulated areas of Whatcom County. The ordinance requires that collection rates be designed to provide waste reduction and recycling incentives.

All cities with contracted collection services within Whatcom County also have volume-based solid waste collection rates, to varying degrees.

Solid waste collection rate incentives are discussed further in Chapter 8, Collection.

4.2 Needs and Opportunities

Whatcom County's goal for waste prevention activities is to increase the use of durable, repairable, reusable and recycled content products; to decrease consumption, excess packaging and waste generation; and to decrease the toxicity of the County's waste stream. Waste prevention remains at the top of the State solid waste hierarchy and plays an important role in meeting the State's goal of 50 percent reduction and recycling.

Whatcom County can pursue waste prevention goals through reduction and reuse programs, education and legislation.

4.2.1 Reduction and Reuse Programs

Existing and potential reduction and reuse programs need to be evaluated to maximize waste prevention potential. Additional programs targeting the waste prevention of specific materials, such as textiles, yard debris, and construction/demolition materials, should be considered.

Financial incentives and disincentives to support reduction and reuse programs need to be continued and expanded where possible. Other financial incentives, such as reduced tipping fees for loads of waste without reusable or recyclable materials, could be considered.

4.2.2 Education

The goal of waste prevention education is to make consumers aware of the options available to reduce waste and to encourage the choosing of those options. Whatcom County has already instituted many public outreach and education programs for the residential and commercial sectors. These educational efforts need continued support and development.

4.2.3 Legislation

The implementation of additional local legislation, possibly including bans or mandates for manufacturers' responsibility for generated waste, will need to be considered to assure that the County will meet its waste prevention goals.

4.3 Alternatives

In expanding the solid waste prevention program, Whatcom County can consider a number of alternatives.

4.3.1 Reduction and Reuse Programs

Reduction Programs

- (1) Organic materials present the largest potential for reduction in the waste stream. According to Ecology waste composition data, organics (excluding wood waste) make up about 25.6% of the total waste stream. Alternatives for increasing organics diversion include expanding Master Composter activities, the continued or expanded distribution of home organics composting containers, grasscycling, increasing opportunities for managing brushy yard debris on-site, and adding collection sites in the small cities.
- (2) Another target may be to promote efficient material distribution methods to reduce excess packaging (e.g. unnecessary blister packs for unbreakable items) or reduce the disposal of distribution materials (e.g. pallets and other shipping containers).

The County could research ways in which to promote bulk distribution of goods beyond those already offered at grocery stores. For example, The RE Store sells bulk recycled oil to customers bringing their own containers. Other commonly used items suitable for bulk distribution could be researched.

- (3) The County could work with disposal facilities to develop additional programs to maximize the diversion of contaminants and reduce the toxicity of the waste stream prior to disposal.

Reuse Programs

- (1) According to Ecology waste composition data, textiles make up 3.9 percent of the County's solid waste stream or approximately 3,300 tons per year. Textile collection, possibly as a component of the curbside recycling collection, would result in a combination of waste prevention and recycling. Reusable clothing items could be donated to charities and unusable textiles would be baled and shipped to a textile processor (several of the local used clothing outlets currently do this.) The processor separates the textiles into three categories: used clothing; fiber for paper, coarse yarn and padding; and industrial wiping and polishing cloths. Textiles are sold both domestically and abroad.
- (2) The County could consider additional funding for the existing reuse projects based on an evaluation of the program's success and future needs.

- (3) A community swap meet could be held one or several times during the year to promote exchange of reusable items.
- (4) Whatcom County does not appear to have a large enough student base to attract a processor for refillable milk containers in schools. However, if another larger county, such as King County, led the program, Whatcom County could likely tag onto that program and institute refillable milk containers in the school system.

Financial Incentives

- (1) Incentive rates offered in county and city areas could be continued and expanded to provide further incentives. Specific alternatives and recommendations for solid waste collection incentives are discussed further in Chapter 8, Collection.
- (2) Variable disposal rates could be developed for selected waste streams. For example, a lower disposal fee could be charged for construction/demolition loads free of reusable and/or recyclable materials.

4.3.2 Education

- (1) A motivational education program using one-on-one education has been very successful for residential recycling programs. The "block leader" approach, first done in Boulder, Colorado, several years ago and now copied in many communities, uses a volunteer in each neighborhood as an information resource. The volunteers are trained, provided a resource notebook, and provided information for distribution. The volunteers then go door-to-door in their neighborhood to answer questions regarding the recycling program and to encourage participation. This approach could be considered for intensive waste prevention education. A variation to this program is the ongoing Master Composter program that includes a "Master Recycler" component.
- (2) Another motivational education program involves education at the point of purchase and at the point of disposal. Waste prevention and recycling information regarding product packaging, size, durability, etc. could be provided at the point of purchase, either on product shelves or at the sales counter.
- (3) Information about waste prevention and recycling could also be provided at the point of disposal on garbage collection containers. A "doorhanger" type tag could be attached to waste containers either providing specific or general waste prevention and recycling information.

4.3.3 Legislation

- (1) Local government (Whatcom County and the incorporated cities), institutions, and/or the business community could be required to complete and submit waste prevention and recycling plans. A successful example of

this type of planning requirement is the OSCAR program in the State of Rhode Island. That State mandates that businesses with more than 100 employees author a source reduction and recycling plan that must be presented to the state on a specific date. The planning requirement was conducted in phases, beginning with businesses employing more than 500 persons (due June 30, 1989), then businesses with 251 - 500 employees (due December 31, 1989), and businesses with 101 - 250 employees (due June 30, 1990).

The State provides businesses with an in-depth guide that takes them step by step through the planning process. The plan consists of six sections that a business must fill out, including: company identification; materials presently recycled; amount of waste disposed; waste composition; proposed waste prevention and recycling methods; and residual wastes.

The format of this guide allows businesses to analyze their waste streams and discover reduction and recycling possibilities. The Rhode Island Department of Environmental Management says that the mandatory legislation has created the opportunity for businesses to take the time to analyze their waste streams. In the process, many firms have realized savings in the form of decreased disposal costs and revenues earned through the sale of recyclables.

- (2) Local material or disposal bans could be considered. Possible targets of local bans to enhance waste prevention fall under three general categories. The first target is materials for which there are no local recycling markets, such as polypropylene, polyvinyl chloride, and low density polyethylene packaging. The second category is for excessive or unnecessary packaging such as extra small containers (six ounce beer bottles, for example), blister packs for non-breakable items (e.g. tools and kitchen utensils), and unnecessary packaging or packaging that is not essential for product sanitation (e.g. the cardboard packaging around plastic tub margarine and butter containers, and anti-perspirant and deodorant). The third category is for banning specific materials, such as yard debris, from disposal.
- (3) The County could work with building departments to develop an ordinance meant to encourage reuse of construction materials. This ordinance could take shape in several forms: require the opportunity for a salvage operation to remove reusable items at the site before they are disposed, require separation of reusable items by material type, or require reusable items to be delivered to a materials exchange site. Another option would be a disposal ban for defined "reusable" materials, if there is an alternative such as the materials reuse facility.

Mandating certain activities through local legislation is an option. Various forms of waste prevention legislation are available at the local level, including ordinances requiring procurement and preferential purchasing policies (see "Governmental Waste Prevention" alternatives, below), bans, planning requirements, and deposits.

- (4) Local container deposit legislation could be considered to provide sources of relatively clean refillable bottles to local distributors. The County's ability to institute a localized bottle bill is questionable.
- (5) Manufacturers could be mandated to be responsible to: (1) accept waste generated by clients purchasing products and packaging, (2) ensure product packages are recyclable locally and contain recycled content, or (3) ensure that products can be reused.

4.4 Recommendations

Waste prevention recommendations were developed by the Whatcom County Solid Waste Advisory Committee Comprehensive Plan Subcommittee during a meeting in August of 1996. Recommendations were further reviewed and approved by the full Solid Waste Advisory Committee in February of 1998 and the Solid Waste Executive Committee in April of 1998.

In addition to the recommendations listed below, the County will continue existing in-house waste prevention programs, Whatcom County and Bellingham school programs, waste prevention and recycling hotline, various media events, public speaking, publications, information centers, master composters, composting demonstration sites and business assistance and evaluation programs.

Recommendations, including implementation responsibilities and procedures are discussed below. Implementation schedules are provided in Table 4-1. County staffing requirements are expressed in "Full time Equivalents" (FTE's), where 0.1 FTE is equal to 180 hours of staff time per year.

Reduction and Reuse Programs

Recommendation 4-1: Continue Waste Prevention Education. The County will continue its core waste prevention and recycling education and promotion program, including classroom education, recycling hotline, brochures, and similar programs. The effectiveness of each program will be periodically reviewed, with programs adjusted as necessary to produce the desired result.

This recommendation is expected to require 0.50 FTE and \$60,000 in funding annually during the planning period.

Recommendation 4-2: Reduce Toxicity. County staff will work with disposal and transfer site operators to reduce waste stream toxicity by identifying and removing components of the waste stream that have the potential to contaminate recycling, composting, incineration, or disposal processes. For each problem material that is identified (e.g. wine bottle foil, tire weights), the County and site operators will identify the appropriate waste prevention, recycling, and recovery alternative. Materials may be collected by existing recycling collection programs, the Disposal of Toxics program, or specialized collection programs designed for specific generators.

Additional diversion programs are expected to require 0.2 FTE staffing and \$50,000 in funding for the initial year.

Recommendation 4-3: Material Reuse Programs. The County will continue efforts to develop material reuse programs. The County will continue to work with disposal and transfer site operators, trade associations, and other interested parties to develop additional permanent reuse alternatives. The County will also research existing swap meet activities and identify options for local government roles in encouraging greater reuse activity. If appropriate, the County will consider sponsoring additional reuse events.

This recommendation is expected to require 0.05 FTE staffing and \$10,000 in funding annually during the planning period, primarily for local reuse project service contracts.

Recommendation 4-4: Packaging Reduction. The County will research and promote initiatives to reduce unnecessary packaging at both distribution and retail levels. For example, the County will identify and assist businesses that use wooden pallets and other reusable distribution items to reuse or recycle the materials.

This recommendation is expected to require 0.1 FTE staffing annually during the planning period.

Recommendation 4-5: Home Composting Bins. The County will evaluate the success of the household composting container distribution program. If the program resulted in significant yard debris diversion, an expanded program will be considered.

This recommendation is expected to require 0.05 FTE staffing annually and no direct funding during the planning period.

Education

Recommendation 4-6: Education at the Source. The County will consider adding an expanded "education at the source" component of the overall waste prevention and recycling education program. This education program will focus on point-of-purchase and point-of-disposal education, including "Toter Tag" (like a doorhanger tag for the garbage can) consumer education.

This recommendation is expected to require 0.05 FTE staffing and \$7,500 in funding annually during the planning period.

Legislation

Recommendation 4-7: Business Waste Prevention/Recycling Planning. The County will continue to make the commercial and technical assistance program available to area businesses on a voluntary basis. At the end of two years from the time of Plan adoption, business waste prevention and recycling activities will be evaluated to consider whether mandatory waste prevention and recycling planning for businesses is necessary to achieve high waste prevention and diversion rates. If mandatory waste prevention and recycling planning is selected, the requirements will be phased in, beginning with the largest

businesses. The County may model the planning requirements after the Rhode Island program.

This recommendation is expected to require 0.10 FTE staffing and \$25,000 in funding annually during the planning period, primarily for contracted assistance.

Recommendation 4-8: Governmental Waste Prevention/Recycling Evaluations. The County will require its departments to conduct in-house facilities waste evaluations and request that local cities and other governmental agencies do the same. The information from the waste evaluations would be used to set-up or expand existing institutional waste prevention, recycling, and buy-recycled procurement programs.

This recommendation is expected to require 0.05 FTE staffing and \$2,500 in funding annually during the planning period.

CHAPTER 5. RECYCLING

This chapter describes the recycling and source-separated organics composting components of Whatcom County's solid waste management system. State law, Chapter 70.95 RCW, defines recycling as:

"transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill disposal or incineration" [RCW 70.95.030(15)]

The term "recycling" applies both to the recycling of glass, paper, metals, plastics, and other traditionally recycled materials, and to source-separated organics composting. Municipal Solid Waste Composting is discussed separately, in Chapter 7, MSW Processing and Composting.

5.1 Existing Conditions

Current Recycling Rate

Through the late 1980s and early 1990s, the County relied on the Department of Ecology's annual recycling survey to determine the County's recycling rate. This statewide survey tallied responses from local recyclers, local haulers and regional commodity brokers to produce a county-by-county assessment of solid waste and recycling volumes. More recently, declining survey participation and reduced efforts on the part of Ecology (due in large part to budget cuts), reduced the accuracy and utility of that survey.

In 1996, the County initiated a more aggressive survey approach to better measure the local recycling rate. This survey collected 1995 data from all locally-known recyclers and material handlers. The results of this survey, a listing of recycled tonnages by commodity, is provided in Table 5-1. According to this data, a total of 63,561 tons of materials were diverted from MSW and recycled within Whatcom County in 1995. This represents a recycling rate of 42.4% when compared with the 86,522 tons of MSW disposed in 1995. In addition, 21,305 tons of asphalt and concrete and 5,307 tons of wood waste were also recycled in 1995. These materials were not included in the overall recycling rate, since they were not necessarily diverted from regular solid waste disposal. Since the reported wood waste quantities included both stumps (not diverted from MSW) and pallets (which are diverted from MSW), the estimated 42.4% recycling rate probably underestimates the actual recycling level.

Table 5-1 - 1995 Whatcom County Recycling Tonnage

Commodity	Total Tons
Aluminum Cans	787.3
Construction/Demolition	760.0
Container Glass	3,050.0
Corrugated Paper	12,632.1
Ferrous Metals	13,491.4
Food Waste	4,180.5
Gypsum	1,435.0
HDPE Containers	41.9
High Grade Paper	2,973.0
LDPE Plastics	4.0
Mixed Waste Paper	7,054.1
Newspaper	8,806.8
Nonferrous Metals	650.2
Other Plastics	20.1
Other Recyclables	11.4
PET Bottles	9.5
Textiles	0.0
Tin Cans	1,213.0
Used Oil	346.2
Vehicle Batteries	1,512.9
White Goods	1,524.0
Yardwaste	3,057.7

Total Recycled	63,561.1
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In Whatcom County, recyclable materials are collected through a variety of programs, both private and publicly sponsored. The following sections of this chapter review current recycling efforts for a variety of sectors, including single family residential; multifamily residential; commercial/non-residential collection; drop off/buy-back sites; and the recycling of special materials.

5.1.1 Single Family Collection Programs

Single family household recycling collection ("curbside recycling") has been established in Whatcom County since 1982 and is now offered to all single through four-unit dwellings within the County. All such residential collection programs within Whatcom County use identical blue, red, and white recycling containers, although slight variations exist between programs in the types of materials collected in each bin. Single family dwellings are defined as one through four-unit residences in both the County's Service Level Ordinance and municipal contracts.

Collection Framework

State law currently allows both cities and counties to control both single family and multifamily residential recycling, although to differing degrees. Cities have the most authority and may directly provide, contract for, franchise, or allow Washington Utilities and Transportation Commission (WUTC)-certificated collection companies to collect recyclables within their jurisdictions. Counties have less authority and may only contract or allow WUTC-certificated collection companies to collect residential recyclables and/or organics in unincorporated areas.

Most cities within Whatcom County, including Everson, Ferndale, Lynden, Nooksack, and Sumas, have exercised their authority to control collection services and have contracted for single family and multifamily recycling collection services. The City of Bellingham contracts for single family recycling collection, but not multifamily collection, which is performed in Bellingham under the regulation of the WUTC. The City of Blaine does not contract for any collection services and prefers to have all collection services regulated by the WUTC. Recycling collection services in the Cities of Lynden, Everson, Nooksack and Sumas are jointly coordinated by means of their intergovernmental authority named LENS.

In 1990, Whatcom County chose to direct WUTC-certificated haulers to provide single family and multifamily recycling collection through a County ordinance rather than directly contracting for services. The provision of recycling collection services in areas not superseded by municipal contract (unincorporated areas, Blaine, and Bellingham multifamily collection) was directed by Whatcom County's Service Level Ordinance (SLO) #90-95, adopted October 9, 1990. The SLO has been amended to clarify intent and to extend deadlines, most recently in 1997. The Ordinance specifies recyclable materials to be collected, collection frequencies, the provision of containers, reporting requirements, and other related requirements. The Ordinance expires December 31, 2002.

Services

In 1982, a group of neighborhood volunteers, with the assistance of Western Washington University's Associated Students Recycling, started neighborhood recycling collection in the City of Bellingham's Birchwood neighborhood. During the next two years, the program gradually expanded to several other neighborhoods. Neighborhood representatives joined to form a non-profit organization, Bellingham Community Recycling, to provide an organized means to seek City funding and expand services. From 1984 to 1989, the City sponsored the collection program, which expanded to several additional neighborhoods. During this period, the program experimented with monthly, biweekly, and weekly collection and a range of collection vehicles, to provide data to design a citywide program. In 1989, the City of Bellingham contracted with Sanitary Service Company and Recycling Services Inc. to provide citywide garbage and recycling collection services. The new collection services started in July 1989. Bellingham's collection program is based on the provision of three stacking recycling containers to all single through four-unit households within the City. Recycling collection is offered weekly, on the same day as garbage collection.

The Cities of Lynden, Everson, Nooksack, and Sumas, in a program jointly coordinated and managed by means of their intergovernmental authority named LENS, initiated weekly curbside recycling collection services in July 1989, with service provided by the cities' contracted collector, Nooksack Valley Disposal, Inc. Similar three-stacking recycling containers are available to all households requesting recycling service. Recycling collection in these four cities is now offered every-other-week, on the same day as garbage collection, to all single through four-unit households within the cities. Service went from weekly to every-other-week in September 1992.

The City of Ferndale started recycling collection services in September 1991 through the City's contracted collector, Sanitary Service Company. Recycling containers are available to households requesting recycling service. Recycling collection service is offered every-other-week, on the same day as garbage collection, to all single through four-unit households within the City.

The unincorporated areas of Whatcom County and the City of Blaine (which is serviced through a certificated hauler) started receiving recycling collection services in September 1991. Collection services are provided by WUTC-certificated haulers, as directed by Whatcom County's service level ordinance number 90-95 and successive amendments. The County was able to use Ecology implementation grants to fund the majority of the capital costs of household recycling containers. The County-owned containers were provided to certificated haulers for distribution to households requesting recycling collection service. Recycling collection is offered every-other-week, on the same day as garbage collection, to all single through four-unit households within the City of Blaine and unincorporated areas.

All Whatcom County recycling collection programs accept newspaper, mixed scrap paper, cardboard, container glass, tin and aluminum cans, vehicle batteries, scrap metal, plastic bottles and used motor oil.

Table 5-2 provides a summary of single family residential recycling collection programs throughout Whatcom County. Both municipally-contracted and WUTC-certificated programs are listed. The table lists the number of households in each jurisdiction or certificated area (based on 1990 Census data), the number of households subscribing to garbage collection services, the number of service exemptions, the number subscribing to recycling services, and various recycling participation and diversion statistics.

Participation data is approximate, since differences exist in how residents are "signed-up." The City of Bellingham, Nooksack Valley Disposal, and Blaine Bay Refuse collection programs distributed recycling containers to all garbage collection subscribers automatically. Sanitary Service Company and Point Distributors, Inc. issue recycling containers only to those customers that specifically request service. Sanitary Service Company's participation estimates are based on monitoring container inventories, not actual recycling customer counts. Point Distributors, Inc.'s participation estimates are based on a count of signed-up households.

The wide variations in participation and diversion noted in Table 5-2 may be due to differences in program structure, performance, and/or record keeping.

5.1.2 Multifamily Collection Programs

Multifamily recycling collection programs began in mid-1992 in most areas of Whatcom County. Residential structures with 5 or more units are defined "multifamily" by the County's Service Level Ordinance. Over 7,500 units are currently serviced.

Multifamily recycling collection services are available in the cities of Lynden, Everson, Nooksack, and Sumas through contracts with Nooksack Valley Disposal which were jointly developed, coordinated and managed by means of their intergovernmental authority named LENS. Stacking containers are used, and the same materials are collected as in the single family collection program.

Multifamily collection services in the cities of Bellingham and Blaine, and the unincorporated areas of Whatcom County, are provided by WUTC-certificated haulers, as directed by Whatcom County's Service Level Ordinance. Each hauler provides on-site recycling containers on request and weekly collection from all multifamily sites within their service areas. The same materials are collected from multifamily residences as from the single family recycling program.

As of July 1st, 1992, Nooksack Valley Disposal, Blaine Bay Refuse, and Sanitary Service Company had implemented their unincorporated area multifamily collection programs. The Point Roberts area has few multifamily units, which are generally serviced by Point Distributor's single family collection program.

The City of Ferndale recently renegotiated its contract with Sanitary Service Company to extend the contract period and add multifamily recycling collection services. The multifamily collection program uses the same containers and collects the same materials as Sanitary Service Company's WUTC-certificated program.

Approximately 95 percent of the countywide multifamily units with collection are serviced by Sanitary Service Company. The company reports that 743 tons of recyclables were collected in 1995.

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Table 5-2

Residential	W U T C Regulated				Bham	Ferndale	Lynden	Nooksack	Everson	Sumas
	SSC	NVD	BBR & Blaine	PDI						
1. Households in service area *	22972	4656	2384	1863	15316	2061	2153	237	502	285
2. Garbage Customers	12508	2120	1675	264	15014	1622	2012	225	403	209
3. Garbage participation (2+1)	54%	46%	70%	14%	98%	79%	93%	95%	80%	73%
4. Recycling customers	12508	2120	1675	228	15014	1622	1687	154	285	132
5. Households receiving bins (4+2)	100%	100%	100%	86%	100%	100%	84%	68%	71%	63%
6. Potential monthly setouts **	26892	4558	3601	490	65011	3487	3627	331	613	284
7. Actual setouts	16291	2092	1875	321	23731	2113	2395	185	400	180
8. Setout participation (7+6)	61%	46%	52%	66%	37%	61%	66%	56%	65%	63%
9. Recycling tonnage/month	226.9	34.5	26.2	4.1	363.7	29.4	42.9	3.5	6.9	3.2
10. Pounds per HH/month (9+1)	36.3	32.6	31.3	36.0	48.4	36.3	50.9	45.5	48.4	48.5
11. Pounds per setout (9+8)	27.9	33.0	33.4	25.5	30.7	27.8	35.8	37.8	34.5	35.6
12. Garbage tonnage/month	567.83	96.8	58.3	N/A	909.2	N/A	104.6	11.8	18.4	8.1
13. Recycling diversion (9+[9+12])	28.6%	26.3%	31%	N/A	28.6%	N/A	29.1%	22.9%	27.3%	28.3%
14. Recycling collection frequency	EOW	EOW	EOW	EOW	W	EOW	EOW	EOW	EOW	EOW
Reporting Date	10/96	10/96	10/96	10/96	10/96	10/96	10/96	10/96	10/96	10/96

* Estimate based on Office of Financial Management: Single family only - does not include figures for 2 or more units

** Monthly setouts for weekly collection = Row 2x4,33; for every other week collection = Row 2x2,15

Key: SSC = Sanitary Service Co.; NVD = Nooksack Valley Disposal; BBR = Blaine Bay Refuse; PDI = Pt. Distributors, Inc.
W = Weekly; EOW = Every Other Week

5.1.3 Non-Residential Collection Programs

The non-residential sector includes industrial, commercial, and institutional generators of recyclable materials. Collection services for the non-residential sector are typically less uniform and tailored to the varied needs of generators. Service providers include "informal collectors" that use pick-up trucks to collect cardboard or scrap metal for resale to recycling centers, private recyclers that collect and process specific materials, and garbage collection companies that collect a wide range of materials which are then delivered to local recyclers.

Some generators self-haul their materials to drop-off or buy-back sites. For example, Western Washington University operates an extensive internal recycling program serving campus offices, classrooms, food service, and residences. All collection services are offered by A.S. Recycling, an on-campus recycling service operated by the Associated Students. Materials collected by the Associated Students are usually marketed to local recycling processors. Many other businesses in Whatcom County also operate internal collection programs and self-haul the collected materials.

The County's technical assistance program, as described in Section 4.1.2 ("business assistance program"), offers waste prevention and recycling expertise to non-residential waste generators in the County. The technical assistance program helps businesses determine their potential for recycling and supports and promotes non-residential recycling services.

Services

Many recycling buy-back sites within the County offer transportation services if volumes and value warrant. Northwest Recycling will collect paper, cardboard, and metals. Puget Sound Salvage and Sound Recycling Services offer collection services for paper only, and Z Recyclers offers collection services for metals only. Collection charges and specialized services such as the shredding of confidential materials are negotiable and variable, depending on private arrangements.

Various informal collectors also operate in Whatcom County. It is believed that they number between six and 12 at any one time. Many of the individuals collecting materials are reluctant to identify themselves or advertise, since they are often not registered as businesses, and income from the sale of materials may be unreported. Although informal collectors are often not as reliable as more traditional collection services, their services are usually free of charge, and they provide a valuable function in meeting the needs of small businesses.

Blaine-Bay Refuse, Nooksack Valley Disposal, Sanitary Service Company, Point Distributors, Inc. and Waste Management-Northwest also offer commercial recycling collection services. These companies typically offer collection of a wide range of materials using multiple container sizes, ranging from household-type stacking containers to wheeled carts to larger steel refuse-type containers. Fees are generally charged, although charges vary with commodity markets. These firms may also offer ancillary services such as paper shredding.

Diversion and Participation Rates

Due to the unregulated nature of non-residential recycling collection, little data is available on diversion and participation rates among non-residential generators. Ecology's annual survey data has a "commercial" column, but is based on unaudited reporting and record keeping. The county's 1996 recycling survey did not distinguish between residential and non-residential tonnages.

Although actual non-residential recycling volumes are unconfirmed, there is ample evidence that many businesses and institutions in Whatcom County have active waste prevention and recycling programs. Recycling collection companies and processors have many commercial and institutional customers that subscribe to collection services. Other customers self-haul their own materials directly to recycling processors. Most public institutions in Whatcom County have formal recycling programs, including the County, cities, Western Washington University, Whatcom Community College, school districts, libraries, and state and federal offices.

5.1.4 Drop-off and Buy-Back/Processing Sites

Multiple recycling sites are located throughout the County. Sites range from recycling opportunities at solid waste drop box facilities to large processing facilities that handle materials collected by residential and commercial recycling collection programs. Recycling sites are shown on Map 5-1. Each location is described below. Sites are categorized as either "drop-off only" with materials transferred off-site for processing or "buy-back/processing" that process materials on site.

In addition to the recycling sites described below, the County and the City of Bellingham, through the Disposal of Toxics program, have established antifreeze and motor oil recycling sites at four locations: the Cedarville drop box facility, the Nooksack Valley Disposal drop box facility at 250 Birch-Bay-Lynden Rd. in Lynden, and at the Water District #10 offices at the end of Lakeview Drive.

Alrite Recycling Center: 1118 Cornwall Avenue, Bellingham. Open 8:30 am to 4:30 pm Tuesday through Saturday and 12 to 4:30 Sunday and Monday. Purchases aluminum cans, foil, and scrap. This site also serves as a drop-off for Munchkin carpet backing foam recycling.

Bellis Fair Recycling Center: Located at the Bellis Fair Mall at Interstate-5 and Meridian street. The site accepts aluminum, cardboard and newspaper from 9 am to 9 pm, daily.

Birch Bay Drop Box: Located at 4297 Birch Bay-Lynden Road. Open 9 am to 5 pm Sunday and Monday. Aluminum cans are accepted at no charge. A \$2.00 minimum per load fee is charged to accept cardboard, container glass, vehicle batteries, scrap metal, tin cans, newspaper, mixed paper and plastic bottles. The site also charges for used appliances.

Cedarville Drop Box: Located off Cedarville Road, 10 miles east of Bellingham. Open 9 am to 5 pm Friday and Saturday. Aluminum cans are accepted at no charge. A \$2.00 minimum per load fee is charged to accept cardboard, container glass, vehicle batteries, scrap metal, tin cans, newspaper, mixed paper and plastic bottles. The site also charges for used appliances.

Clean Green Transfer Station: Lakeway & Woburn Streets, Bellingham. Open 8:30 am to 4:00 pm Saturdays and Sundays except during the months of December, January and February. Accepts grass clippings, leaves and branches up to 8 inches in diameter. No commercial loads.

Lynden Recycling Center: 250 Birch Bay-Lynden Road, Lynden. Open 9 am to 4 pm Monday through Friday; 9 am to 12:00 pm Saturday. Charges \$2.00 minimum per load to accept aluminum cans, cardboard, computer paper, container glass, vehicle batteries, flattened PET and HDPE clear plastic bottles, scrap metal, scrap paper, tin cans and newspaper. The site also charges for yard waste and used appliances.

Northwest Recycling, Inc.: 1419 C Street, Bellingham. Open to the public from 8 am to 4:30 pm Monday through Friday, only by arrangement; and on Saturday from 8 am to 1 pm. Purchases aluminum cans, cardboard, computer paper, ledger paper, non-ferrous metals, scrap aluminum. Accepts newspaper and vehicle batteries. Serves as primary processor for paper fiber collected by residential and hauler collection programs, and processes glass, plastics and cans for Sanitary Service Company and Blaine Bay Refuse collection programs.

Olivine Corporation: Thomas Road, Bellingham. Charges and/or accepts glass, scrap metal, tin cans, aluminum cans, paper, cardboard, plastic bottles, roofing and asphalt.

Point Roberts Transfer Station: Johnson Road, Point Roberts. Open 9 am to 4 pm Sunday all year; also open 9 am to 4 pm Wednesday from April to October only. Charges for aluminum cans, cardboard, container glass, plastic bottles, vehicle batteries, scrap metal, tin cans, newspaper and scrap paper.

Puget Sound Salvage: 1515 Kentucky Street, Bellingham. Open 8:30 am to 5 pm Monday through Friday; 9 am to 1 pm Saturday. Purchases computer, ledger paper, cardboard, and newspaper in large quantities. Accepts smaller quantities and magazines.

Recomp of Washington, Inc.: 1524 Slater Road, Ferndale. Open 8 am to 5 pm, 7 days a week. Purchases aluminum cans. Charges for and/or accepts certain plastics, aluminum cans, cardboard, glass, mixed paper, tin cans, scrap metal, yard debris and used appliances.

Recycling and Disposal Services: Slater and LaBounty Road, Ferndale. Open 7:30 am to 5:30 pm, 7 days a week. Charges and/or accepts household recyclables, yard debris, asphalt roofing, sheetrock, and clean wood. Purchases cardboard and metals.

Sanitary Service Company: Roeder and F Streets in Bellingham. Accepts aluminum cans, newspaper and cardboard at no charge. A \$2.00 minimum per load fee is charged for container glass, vehicle batteries, scrap metal, tin cans, mixed paper and plastic bottles.

Sound Recycling Services, Inc.: Bellingham. Not open to the public. Sound Recycling offers paper collection and optional shredding services to commercial and institutional customers. The company's site serves as a shredding and baling facility for the materials collected by Sound's trucks. Since the shredding of confidential documents occurs at the plant, no public access, including drop-off is allowed

Z Recyclers, Inc.: 6129 Guide Meridian, between Bellingham and Lynden. Open 8 am to 5 pm Monday through Friday. Purchases aluminum cans and scrap metals, including car bodies. Accepts household and vehicle batteries, scrap steel and tin cans. Charges for glass, refrigerators and freezers with compressors, and plate glass. Serves as primary processor for glass and cans collected by Nooksack Disposal.

5.1.5 Special Materials

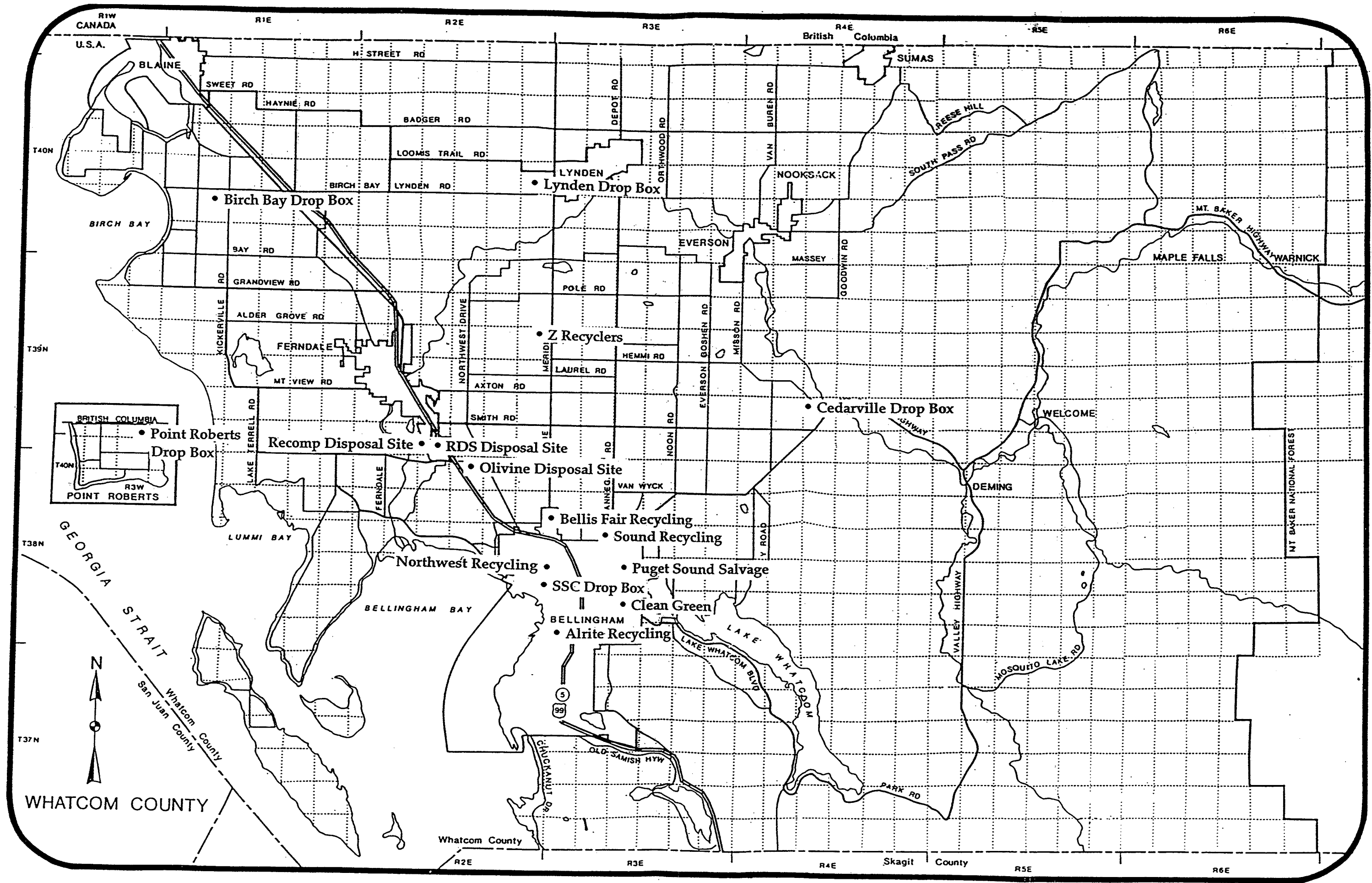
A number of recycling opportunities exist for a wide range of materials that are not traditionally considered recyclable commodities or that are considered problem materials. This section reviews current recycling efforts for these materials.

Lead Acid and Household Batteries

Lead acid battery recycling is well established in Whatcom County through both curbside and drop-off programs. Collected batteries are consolidated and sold to non-ferrous metal brokers, often for export.

Household batteries (dry cell batteries such as mercuric-oxide, silver-oxide, alkaline, zinc-cased, lithium, and nickel-cadmium) have been collected in all curbside collection programs in Whatcom County for several years. Batteries were also collected at a variety of locations through the County, including recycling drop-sites, convenience stores, camera stores, and other locations. The collected batteries were received by Recomp, sorted by type, and either recycled (if responsible markets are available), or shipped for disposal at a secure landfill. Recomp also operated a parallel lead foil recovery program for lead wine bottle wrappers.

Increasing costs, the cessation of MSW composting and difficulties finding recycling markets for collected batteries led to the stockpiling of large quantities of dry cell batteries at Recomp and other locations. While small "button" type batteries have recycling markets, the bulk of the collected batteries (AA, C and D cells) had no recycling markets and were landfilled. Declining level of toxic metals (e.g. cadmium and mercury) also reduced the benefit of separately collecting and disposing of household batteries. In 1997, after research reflected declining levels of mercury in household batteries, the County discontinued curbside pickup of all but lead-acid vehicle batteries.



Map 5-1. Whatcom County Recycling Sites

Tires

Tires generated in Whatcom County are either recycled or enter the disposal stream destined for Recomp or RDS. Essentially all major tire stores contract for tire removal services. Tire removal contractors generally provide hauling services, sort tires into retreadable and "junk" categories, direct the reusable tires to retreaders, direct recyclable tires to specialized processors, and dispose of the remainder at fuel processors or out-of-county permitted stockpiles. Tires entering the municipal solid waste stream in Whatcom County are either burned or exported to permitted stockpiles.

Industrial Wood Waste and Land Clearing Debris

Industrial wood waste consists of pallets, crates, manufacturing, or old construction forms. These materials are ground and used as hog fuel, bedding, chipboard, or compost bulking agents. There is presently one specialized permanent facility in Whatcom County capable of handling these materials: Barker's Woodchipping in Bellingham. Recomp, RDS and County Construction Recyclers also accept appropriate materials for periodic processing by mobile equipment. At least three mobile wood waste processors are available to process materials at a generator's site in Whatcom County.

Land clearing debris has been historically burned on-site, buried, or hauled off-site to stockpiles. These operators have found it difficult to compete with the relative ease of open burning and illegal "stump dumps."

Construction/Demolition Materials

There are presently two main avenues for the recycling of construction/demolition materials: source-separated and recovery from waste.

Robinson Recycled Building Materials specializes in the manual demolition of structures. They typically remove fixtures, windows, brick, and dimensional lumber from structures and sell them on-site for reuse. Non-reusable metals are salvaged and recycled. They bid competitively on demolition jobs, and often win demolition jobs on the basis of price, although manual demolition requires more time than machine demolition. County Construction Recyclers (CCR) also offers recycling and disposal services for whole buildings.

Both the RE Store and Charley's Recycling offer an outlet for recycled building materials. The RE Store accepts a wide range of used building materials for resale to the public. Charley's Recycling accepts and/or buys similar materials. The G.R. Plume Company offers a recycling outlet for large structural beams salvaged from warehouses and other commercial structures.

A number of local firms offer recycling of asphalt, concrete and plate glass. These firms are typically rock crushing and sorting operations that handle recovered materials in addition to their primary operations. Specifications vary by firm: some can accept concrete with rebar, some cannot.

Materials from buildings that are machine demolished are often crushed to a degree that limits reuse and recycling. These materials are usually disposed at CCR. CCR conducts limited "dump and pick" salvage of incoming debris, with recovery of large metal items, large undamaged wood beams, doors, windows, fixtures and other materials as economically viable. CCR also recovers clean wood waste from incoming loads for later shredding, as material quality and time permit. Also provides for source-separation of these materials, metal, sheetrock, beams, etc.

Some construction/demolition materials are delivered to MSW disposal facilities where recovery efforts divert wood, metals and aggregate to recycling.

Sheetrock/Gypsum Board

T & T Recovery in Lynden grinds unused sheetrock scraps into gypsum powder for farm and industrial uses. They charge \$50.00/ton to receive materials at their site and also offer a collection service. RDS and CCR also accept sheetrock, which is then transferred to recyclers.

White Goods

White goods include household appliances such as washers and dryers, dishwashers, ranges, refrigerators, freezers, and other large household appliances. White goods have long been recycled as light ferrous scrap. More recently, regulations for the handling of Freon and chlorinated compressor oil have resulted in the start-up of several specialized appliance processing firms. These firms typically charge \$20-\$50 per unit to strip and prepare appliances for environmentally secure recycling. Most metal recyclers and private disposal facilities receive white goods for recycling.

Textiles

Limited volumes of textiles are presently recycled in Whatcom County. The only known recyclers are the Salvation Army and Value Village, which bale and market reject clothing from their thrift stores to U.S. and export markets. Textiles are generally sorted into reusable clothing and various textile grades for manufacturing processes. The commodity market for textiles is well established and similar to the market for paper, with regular variations in demand and price.

Plastics

Plastics recycling has a varied history in Whatcom County. The A.S. Recycling Center and the Bellingham Community Recycling curbside collection program accepted PET plastic bottles during the early 1980s. The recycling effort collapsed in 1983 when the corporate sponsor that was subsidizing the marketing of the materials withdrew support. Until 1991, efforts to recycle HDPE and other plastics met with limited success. In the early 1990s, a number of chain grocery stores started offering recycling barrels for customers to recycle their LDPE and HDPE plastic shopping bags. About the same time, Nooksack Valley Disposal started accepting PET and HDPE plastic bottles for recycling at their drop box site in Lynden.

In 1995, Bellingham's curbside collection program was expanded to accept all (#1-#7) plastic bottles. Plastic tubs and films are not accepted at this time. The collected plastics are currently shipped to processing sites in either Bellevue or Oregon. At these processing sites, the bottles are sorted by resin type and forwarded to end-users. On July 1, 1996 the bottle collection program was expanded county-wide to serve all residential customers. Some haulers have also added plastic bottles to their commercial collection programs.

5.1.6 Organic Materials

Recyclable organic materials include all source-separated materials that can be composted without the introduction of unwanted pollutants in the finished compost. Organics include yard debris, food waste, soiled papers (e.g. coffee filters, tissue), and other similar materials. Most source-separated organics management to date has focused on yard debris, although all organics represent a significant diversion potential.

The first priority in organics management is to handle materials at the point of generation, through the waste prevention methods of composting and mulching. On-site composting and mulching is discussed further in Chapter 4, Waste Prevention.

Until November 1993, the City of Bellingham operated a seasonal centralized yard debris composting facility at a site near the intersection of Lakeway and Woburn streets within the City limits. The Bellingham site was converted to a drop-box facility for leaves, grass, and brush in Spring of 1994 and is available to all County residents. The site is open on weekends from March to November and accepts residential volumes of leaves and grass without charge. The operation of this program is currently funded by Whatcom County through collection tax and City utility tax.

The City of Bellingham and Whatcom County offered a cooperative chipping program for residential generators during several weekends in the spring and fall of 1992 and 1993. The County provided funding and staffing, and the City provided the site and coordination. A contractor was retained to chip incoming brush and recycle the chips produced. During the first six weekends of operation in spring 1992, the program chipped 2,200 cubic yards of brushy yard debris. Program activities ceased in 1993 as other options were made available.

A variety of brush recycling options are available to residential and commercial generators for a charge. Brush disposed at Nooksack Valley Disposal's Lynden drop box site is chipped on site and recycled. Two commercial chipping services offer on-site chipping and will also remove chips for an additional extra charge. Commercial tree trimming services also offer chipping and recycling of woody yard debris. Finally, rental shops throughout the County rent chippers to residents interested in chipping materials on-site.

Commercial generators of yard debris generally maintain their own "informal" sites for composting their wastes.

In June 1993, Recomp started to accept source-separated yard debris, with a tipping fee of \$45.00 per ton. Recomp uses a portion of their MSW composting facility to compost

the yard debris. At the same time, the County issued a request-for-proposals seeking a vendor to operate an interim yard debris composting facility. Recomp was the only proposer, with a proposed tipping fee equivalent to their current \$45/ton fee.

In September 1993, Nooksack Valley Disposal initiated a yard debris collection program in the Cities of Lynden, Everson, Nooksack, and Sumas under a program jointly developed, coordinated and managed by LENS, their intergovernmental authority. The program is based on voluntary subscription and will be offered from March through November each year. Yard debris is collected on Mondays throughout the four city area. Participants are charged \$1.50 per can of yard debris collected. Nooksack Valley Disposal is currently in the process of switching customers to specialized wheeled carts to better handle yard debris. Yard debris collected in Lynden will likely be redirected to that City's biosolids composting facility for co-composting once the facility is operating in 1998.

In 1996, Recomp handled 3,356 tons of self-hauled yard debris, including material transferred from the Bellingham drop-off site. In April 1996, RDS opened their transfer station for MSW and recyclable materials, including yardwaste.

At the time this Plan was written, a number of organics management alternatives were being considered, including expanded yard debris drop-off and curbside collection programs and the development of a pilot source-separated organics collection program that would target residential and nonresidential food waste and other compostable materials. The development of a "3-stream" collection system (e.g. curbside recycling, organics collection, and waste collection) that encompasses a full range of organic wastes may provide an alternative feedstock for Recomp's composting facility or other source-separated composting sites.

In 1999, the County plans to revisit the alternatives for organics management and draft an RFP for the development of a yardwaste/compost facility, for the benefit of all citizens of the County.

5.1.7 Materials Recovery Facilities/Non Source-Separated Recycling

Non source-separated recycling refers to materials that are separated from MSW at centralized facilities rather than at the point of generation. Centralized processing facilities that separate recyclables from mixed waste are sometimes called materials recovery facilities (MRFs), although the term is also used to refer to processing centers for source-separated (e.g. curbside recycling) materials.

Recomp's MRF was originally built with a dual function of recovering recyclables and preparing MSW composting feedstocks. Since efforts to compost MSW have ceased, the MRF is currently unused other than to transport source-separated yard debris feedstocks to the composter's digesters. It is unlikely that the material recovery function of the facility will be restarted under the current competitive waste export conditions in Whatcom County.

Although no MRFs are currently recovering non-source-separated materials in Whatcom County, there are some manual efforts to recover materials on tipping floors, before waste

is transferred for disposal. These efforts are generally concentrated on bulky and uncontaminated materials such as woodwaste (e.g. pallets) and scrap metals. These materials can often be recovered economically, by existing tipping floor staff. Essentially all recovery of non-source-separated materials in Whatcom County occurs in this manner. In 1996, Recomp recovered 732 tons of metal, glass, cardboard and sheetrock and 1150 tons of wood waste from MSW.

5.1.8 Promotion and Education

Whatcom County sponsors comprehensive waste management education programs. Most programs integrate both waste prevention and recycling topics in advertisements, brochures, classroom, and technical assistance programs. These promotion and education programs have been described in detail in Chapter 4, Waste Prevention.

In addition to the County's sponsored education, single family curbside and multifamily collection program operators provide baseline promotion efforts to encourage program participation. These efforts include introductory brochures and occasional print and radio advertisements.

5.2 Recyclable Material Designation

Department of Ecology Guidelines require that comprehensive solid waste management plans include a list of designated recyclables. This list is used to determine which materials will be targeted by local recycling efforts, and specifically, which materials should be included in government-sponsored collection programs such as "curbside" recycling.

Since Whatcom County and its member municipalities have residential recycling collection that already handles an extensive range of materials, the designation process for this Plan focuses on better defining the types of materials considered to be "recyclable." In this 1999 Plan, the original 1990 Plan list will be largely retained, with some clarification and modifications. For the purposes of this Plan, source-separated designated recyclables include all grades of pulpable paper products; all recyclable metals, both ferrous and non-ferrous; container and window glass; source-separated organic materials such as yard debris, food waste, tree trimmings, wood waste, uncontaminated compostable paper and fiber products that are not readily recyclable through existing pulping processes, and uncontaminated sludges; lubricating and other recyclable oils; tires and other recyclable rubber products; lead-acid and recoverable household batteries; recyclable textiles; plastics such as PET, HDPE, LDPE, and films; chemicals with properties that make them recyclable or reusable, such as antifreeze, inks, latex paint, film developers, and other chemical products and by-products of industrial or commercial processes; gypsum board; polyurethane; and other materials for which the County determines that viable markets with beneficial uses exist.

Non-source separated materials recovered from municipal solid waste (such as Waste Processing Facility-recovered recyclables and compost derived from MSW) will be considered designated recyclables, once they have been refined to meet market or

beneficial use requirements through a process meeting all Health Department and other jurisdictional regulations.

Government-sponsored household collection programs currently collect a subset of designated recyclables. The materials collected by household collection programs in Whatcom County were originally specified by the Bellingham curbside collection program started in 1989, and later adopted by other cities and the County. The list of materials handled by existing collection programs was not developed as a result of a comprehensive designation process, but rather developed informally, based on market conditions in the late 1980s, and remained unchanged until the addition of plastic bottles in 1995 and 1996. Household collection programs throughout Whatcom County handle newspaper, mixed waste paper, cardboard, container glass, tin cans, aluminum cans, scrap metal, motor oil, plastic bottles and lead-acid batteries.

During the development of this Plan, a material designation analysis was conducted and included as an appendix in earlier drafts of this Plan. This designation analysis approach was rejected during the planning process, in favor of the approach described below. The original materials designation appendix is available for reference at the Whatcom County Public Works Department office.

Some jurisdictions have used a process known as a "recycling potential assessment" (RPA) to provide a mechanism for periodically reviewing and evaluating the progress of collection programs toward meeting recycling goals. This process is used to analyze current waste streams, existing and potential commodity recycling rates and collection and processing costs to determine whether collection programs should be expanded to include other sectors or whether existing programs should be modified to target additional or different commodities. This process acknowledges that market conditions and collection technologies change over time and that periodic re-evaluation is necessary to obtain maximum cost-effective waste diversion levels.

An RPA process will be used by Whatcom County to adjust, if appropriate, the range of materials collected by household collection programs within the county. Based on a review of current programs, the County will develop specific recovery goals for each recyclable material, and use these goals to evaluate the performance of current collection systems. The list of designated recyclables will be reviewed at least every two years, through the RPA, to determine which materials should be added or removed from household collection programs. Criteria used in the RPA will include waste stream composition, availability of markets or beneficial uses, processing capability or feasibility, capability of existing or new collection equipment, incremental and overall system cost impacts, public acceptance, and other factors.

The RPA will be conducted by the County in cooperation with collection and processing operators. Results will be presented and reviewed with the SWAC and Executive Committee (See Section 12.1.1).

If materials are approved for addition to local household collection programs, the County will notify collection companies as specified in the County's Service Level Ordinance or contract, and will direct the addition of these materials. Municipal collection programs will

be modified through either administrative or city council action, depending on collection contract and city requirements.

If materials are eliminated from local household collection programs, corresponding cities and/or the County will conduct a public notice and comment process prior to notification to certificated collection companies or contractors to discontinue collection.

Modifications to the range of materials handled by household collection programs will not require a Plan amendment. The RPA process is further described as Recommendation 5-1 in the recommendation section of this chapter.

5.3 Urban/Rural Service Areas

One of the requirements of the 1989 Waste Not Washington Act was that Comprehensive Solid Waste Management Plans include an urban/rural designation to specify recycling collection service areas (codified as RCW 70.95.092). Minimum performance requirements are specified for each area, including the establishment of curbside recycling services (or programs yielding greater diversion in urban areas), and drop-off recycling opportunities in rural areas. Minimum requirements are also specified for yard debris collection in both urban and rural areas.

The imperative for this recycling services designation in Whatcom County is reduced, since all County residents (urban, suburban and rural) receive household recycling collection services. Therefore, in a recycling context, the urban/rural designation process is moot. However, if the need arises in the future for a designation of urban/rural designations, a map is attached at the end of this chapter. For the purposes of delineating between urban/rural areas, if recycling services were no longer offered to those in rural areas, suburban areas would be considered as part of the urban area for service.

The application of urban/rural yard debris collection planning requirements to the Whatcom County solid waste management system is unclear. At the time this Plan was being developed, three divergent organics management strategies were being considered: MSW composting supported by yard debris collection programs when preferred by cities; 3-stream (garbage, recycling, organics) collection possibly featuring the co-collection of source-separated organics including yard debris; and the development of formal yard debris collection programs in defined urbanized areas.

If 3-stream collection programs are developed to provide a source-separated organics stream to a composting facility, the implementation of programs will also be jurisdiction-specific, since the ability of municipalities to alter collection systems and contracts to adapt co-collection technology varies by jurisdiction. Also, if the assumption that co-collection of garbage and organics would be feasible is correct, collection services would not be limited by urban or rural density constraints.

If source-separated yard debris collection programs are developed independently, as has been done by LENS (Lynden, Everson, Nooksack, and Sumas), service area boundaries will be determined on a case-by-case basis. Boundaries will use Urban Growth Areas currently being developed through the Growth Management Act-required planning process as a

basis for determining potential service areas. These boundaries will be adjusted to reflect current residential densities and jurisdictional boundaries through discussions between service providers, cities, and the County. The setting of boundaries would be an administrative activity, with review by the Executive Committee. An amendment to this Plan will not be required to adjust boundaries.

Although some yard debris household collection programs had been implemented by late 1993, the permanent structure of organics management is still undefined. Until this structure is better defined, the setting of actual service area boundaries is premature and will not be attempted in this Plan.

5.4 Needs and Opportunities

5.4.1 Single and Multifamily Residential Recycling

With completed implementation of comprehensive County and city residential collection programs, periodic monitoring and evaluation will need to be conducted to determine whether existing programs are meeting their participation and diversion targets, and the extent to which diversion efforts can be expanded or redirected to capture additional components of the waste stream.

The County's Service Level Ordinance will expire on December 31, 2002. At this juncture, the provision of residential collection services can be evaluated and changes in collection system design or service providers can be considered. If no changes to the collection system are contemplated at that time, the Service Level Ordinance will need to be amended to extend the certificated-haulers' authorization to perform collection services.

5.4.2 Non-Residential Collection Programs

Current non-residential collection services appear to be adequate, although the cost of recycling collection often limits the potential to achieve financial savings through recycling. Local governments have no ability to influence the pricing or structure of commercial recycling collection services. The County will need to continue to pursue garbage collection rate structures that encourage waste prevention and provide incentives to recycle wastes. Rate structure alternatives and recommendations are discussed in Chapter 8, Collection.

Most of the County's effort to encourage non-residential recycling has been in the form of waste prevention and recycling promotion and technical assistance. Many of these County programs have been recently initiated and have not been fully evaluated for effectiveness. Future monitoring and evaluation of the County's education and technical assistance will be necessary. Technical assistance alternatives and recommendations are discussed in Chapter 4, Waste Prevention.

5.4.3 Drop-off and Buy-Back/Processing Sites

With the advent of universal garbage collection service and countywide residential recycling, support for drop-off recycling sites has been reduced. At the time this Plan was written, there were relatively few drop-off sites. Many of the recycling sites that are operated in conjunction with solid waste drop box facilities assess a user fee for the handling of recyclables.

Although on-site collection services are widely available for both residential and non-residential generators, the large number of residential exemptions and non-responses to universal garbage collection has raised some concern that a significant number of self-haulers may not have access to convenient, low- or no-cost recycling drop-sites. Based on summer 1993 estimates, up to 14,500 households in unincorporated areas currently are either exempt from universal collection or have not responded to universal collection requirements by either subscribing for services or formally exempting themselves. Although proper management of wastes is required to obtain an exemption, volumes received at recycling drop-off sites do not appear to reflect widespread recycling among these residents. Additional drop-off recycling facilities may be necessary to encourage additional recycling among residents not subscribing to regular solid waste collection services or electing to subscribe to recycling-only collection services.

In early 1997, Recomp announced that the range of materials accepted from self-haulers at its drop-off recycling site would be sharply curtailed. Batteries, glass, lead, scrap paper, plastic bottles and tin cans are no longer accepted for recycling at Recomp. Scrap metal and yard debris are accepted for a charge; newspaper and cardboard are accepted without charge; and aluminum cans are purchased. This curtailment of recycling opportunities can be expected to further reduce the County's self-haul recycling rate. If competing disposal sites also limit drop-off recycling opportunities, a further drop in the County's self-haul recycling rate could be expected.

The existing processing system in Whatcom County has proven to be adequate to support the processing and marketing of materials collected in local recycling programs.

Although residential recycling collection services within the County are regulated either through contract or WUTC-regulation, no regulation is currently extended to recycling processors. Since only one recycling processor in the County, Northwest Recycling, can handle all materials collected by residential and some non-residential collection programs, most collected materials are delivered to their site. Recycling collection companies do not currently have written agreements with processing sites.

Some concern has been noted over the lack of a competitive processing environment for handling source-separated recyclables. Material prices in Whatcom County differ considerably from other Western Washington communities with competitive processing operations, even after varying distances to markets are considered.

The apparent drawbacks of limited competition in local recycling processing include the possibility that charges for accepting recyclable materials are excessive (or prices paid too

low); and the lack of suitable alternatives in case of financial or physical shutdown. Alternatives to the present structure of recycling processing may need to be evaluated.

5.4.4 Special Materials

Lead Acid and Household Batteries

Recomp's efforts to divert materials that cause contamination or operational problems will need to be continued and expanded as additional contaminants are identified. Ongoing efforts will need to be focused on developing markets for materials that are recovered but eventually landfilled.

Tires

Although a portion of collected used tires are directly recycled into retreaded tires, most tires are either burned as fuel or stockpiled. Additional support could be given to identifying and promoting markets for non-reusable tires. This is further addressed in Chapter 6, Market Development.

Wood Waste

Attempts to recover industrial wood waste for reuse and recycling will need to continue to be supported and encouraged. The burning of residual wood waste and land clearing debris is expected to be gradually phased out by the year 2001, as required by the Washington State Clean Air Act. Promotion and enforcement of burning bans will be necessary to support the financial viability of existing and future wood processing operations.

Construction/Demolition (c/d)

Some additional opportunities may be available for the recovery of c/d wastes. Private operators have been successful in recovering source-separated metals, roofing, gypsum and aggregates; however, additional recovery from non-source-separated materials may be possible.

Sheetrock

The County will need to continue to support the local reuse of scrap sheetrock materials through the provision of technical assistance and promotion.

Textiles and Plastics

The integration of both textiles and additional plastics (including poly-coated paper cartons) into existing recycling programs will need to be considered. In the case of textiles, an established commodity market exists, and most investigation will need to be focused on collection methods. In the case of plastics, relatively new and unstable commodity markets exist, so both marketing and collection options will need to be investigated.

5.4.5 Organic Materials

The County will need to coordinate and support efforts to maximize the composting of the organic constituents of the waste stream through source-separated programs. Collection alternatives for source-separated organics should be evaluated, including the development of both residential and non-residential pilot collection programs.

5.4.6 Promotion and Education

Existing promotion and education activities need to be evaluated to determine whether current activities are sufficient in scope, successfully contribute to diversion, and encourage residents and businesses to maximize use of the collection programs in place. This periodic review could be used as a tool to enhance, and if necessary, redirect existing promotion programs.

5.5 Alternatives

5.5.1 Single and Multifamily Residential Recycling

Materials Collected

Existing residential collection programs could be modified to eliminate or include additional materials, as market conditions and collection technologies change. The expansion of existing programs could occur by encouraging collection companies to add materials on an individual basis – as opportunities become available – or through County-initiated changes to the Service Level Ordinance or contracts. Alternatively, the County could also link collection program modifications to the recycling potential assessment process discussed in Section 5.2.

Optimize Collection and Processing Systems

The County or cities could periodically evaluate both single family and multifamily residential collection and processing activities to ensure that the entire collection program is optimized. Collection methods that increase processing costs without compensating collection benefit can be modified or eliminated. Likewise, minor adaptations or modifications of processing systems may result in lower collection costs. Periodic monitoring of collection, processing, and the combined system could identify changes that could minimize overall recycling costs to County residents.

The County could also periodically evaluate the overall residential solid waste collection service. The introduction of new technologies that reduce overall collection costs could be investigated. For example, the use of dual-purpose collection vehicles capable of collecting both garbage and recyclables could be investigated.

The optimization process could occur in tandem with or independently from the recycling potential assessment process previously described.

Determine Service Providers

Prior to the expiration of the County's Service Level Ordinance in December 1997, the County will need to re-evaluate and consider whether to continue to procure recycling collection services through certificated haulers. While the following alternatives are presented for future consideration, the actual decision will be made in early 1997, after evaluating cost competitiveness, past performance, regulatory changes, and other related issues. Alternatives will include:

- (1) The County could retain the current system of Service Level Ordinance-directed services utilizing WUTC-certificated haulers. Under this alternative, collection services would continue to be regulated by the WUTC. Existing service providers would continue to provide collection services.
- (2) The County could contract for collection services through a competitive process. Under this alternative, the County would establish a contractual relationship with collection vendor(s). The County would be directly responsible for overseeing collection services.

Special Collection

Several cities within Whatcom County, most notably the LENS members consisting of Lynden, Everson, Nooksack and Sumas, currently offer Spring or Fall clean-up days. On selected days (usually weekends), residents can set out bulky items for collection or deliver them to a central drop off site. Although some programs segregate recyclable and non-recyclable bulky items, some commingle all material for disposal. Alternatives for recovery of bulky residential waste include:

- (1) The County could encourage cities to advertise community "curbside" swapping, with residents encouraged to set out items one day before the special bulky material collection. Other individuals could then collect reusable or recyclable items before waste collection occurred.
- (2) Cities could be encouraged to segregate recyclable items from regular bulky waste during collection events.

5.5.2 Non-Residential Collection Programs

Non-residential rate incentive and technical assistance alternatives are addressed in Chapter 8, Collection and Chapter 4, Waste Prevention, respectively. Non-residential collection program monitoring is discussed in Chapter 12, Administration and Enforcement.

5.5.3 Drop-off and Buy Back/Processing Sites

Drop-off and Buy Back

The existing drop-off collection system serves as a back-up to countywide residential collection programs. The drop-off system is based on a number of private recyclers, and solid waste drop-box facilities operated by certificated haulers. Private recyclers purchase, accept, or charge for materials. Hauler-operated drop-box facilities currently charge a flat rate to accept materials for recycling. Alternatives for drop-off recycling facilities include:

- (1) The County could locate additional sites to encourage recycling by residents and small businesses that have exempted themselves from universal collection requirements. Exempted residents and businesses currently have limited alternatives to recycling at existing drop-off sites and may be discouraged by current charges for recycling. Additional "no charge" sites could provide more convenient recycling opportunities that appeal to individuals unwilling to pay directly for recycling.
- (2) The County could encourage existing recycling drop-off sites to accept additional materials such as plastic and textiles. If the operators of existing sites are unwilling or unable to add materials, the County could develop additional drop sites to handle specific materials not recycled by existing drop-off sites.
- (3) The County could establish a "solid waste park" that offers a wide range of waste recycling opportunities for traditionally recycled materials, other recyclables such as textiles and plastics, and special materials such as gypsum board, brushy yard debris, etc.
- (4) The County could contract with the operators of existing recycling drop-off sites to offer free recycling services to the public. The County could provide a level of funding and require the collection of a wide range of materials. Additional contracted drop-off sites could be developed if current sites were insufficient to offer convenient recycling opportunities to all County residents.

Processing

The existing recycling processing system is based on private arrangements between collection companies and private recyclers. Alternatives for processing include:

- (1) The County's current flow control ordinance could be modified to include residential recyclables as a controlled component of the County solid waste management system. Recycling processors would be required to have a "site agreement" with the County. The agreement would extend County authority to include economic and operational regulation of recycling

processors. This option is unlikely due to the current legal status of the FCO.

- (2) The County's Service Level Ordinance could be revised to require contracts between certificated haulers and recycling processors that clearly outline processing fees and mechanisms for fee/commodity price adjustments.
- (3) The existing relationship of collection companies, private recycling companies, and local government could be retained. Additional reporting and monitoring of commodity values and processing costs could occur.

5.5.4 Special Materials

Industrial Wood Waste/Land Clearing Debris

Alternatives for recycling industrial wood waste and land clearing debris include:

- (1) NWAPA and/or cities could ban the burning or disposal of industrial wood waste and land clearing debris, now that private recycling facilities exist.
- (2) The County could develop a wood waste processing site. The capital costs of developing the site could be offset through the use of state grants, and operated by the County or contracted operator.

Construction/Demolition

There is currently limited processing of non-source separated construction/demolition (c/d) waste. Alternatives for c/d waste recovery include:

- (1) CCR or other private facilities could install processing equipment to divert recoverable and recyclable materials from the c/d waste stream. Metals, aggregates, and wood may be potentially recoverable from incoming wastes. The installation of the appropriate processing equipment would be expensive, and considering the limited volume of waste available for processing, may result in increased tipping fees at the site. However, c/d processing may extend the expected life of CCR's landfill past the year 2000.
- (2) The County could work with other northwestern counties to site a regional c/d recycling facility. The economies of scale of processing larger volumes of materials may result in lower tipping fees that could offset increased transportation costs.
- (3) The County could issue a request-for-proposals to determine alternative diversion methods that could be provided by potential processors.

Sheetrock, White Goods, Textiles and Plastics

A variety of recyclable materials are not collected by existing collection programs. Some materials, such as textiles and certain plastics, may be incorporated into existing programs (see discussion above). Other materials, such as sheetrock, white goods, and industrial wood waste, are not likely to be collected by residential or commercial collection programs. Alternatives for these materials include:

- (1) The County could establish a County "solid waste park" or other specialized drop-off sites to handle special materials.
- (2) The County could contract with existing recycling and disposal site operators to expand recycling efforts to include these materials.

5.5.5 Organic Materials

Composting Facilities

Recomp's existing facility may be available to compost source-separated organics or yard debris. Likewise, other private or public facilities may also become available. With the availability of this composting capacity, a number of source-separated collection alternatives could be evaluated. Potential implementation issues include defining the appropriate roles for public and private operation, regulatory changes, establishing funding levels, grant availability, whether tipping fees at composting facilities will be subsidized, and a determination of appropriate collection systems.

Design Organics Collection Systems

- (1) The existing collection system for MSW and recyclables could be retained, with optional implementation of separate yard debris collection programs.
- (2) Separate household collection of yard debris could be implemented in selectively-defined areas. Implementation of separate collection could proceed independently of the status of MSW composting.
- (3) A pilot program could be developed to test the co-collection of MSW and source-separated organic materials. The organic materials could be composted at a suitable facility. If the pilot program is successful, full-scale implementation in participating jurisdictions could follow.
- (4) Participation in collection systems could be supported through the institution of either disposal bans or mandatory separation requirements. The institution of either policy may be necessary to achieve the participation levels needed for cost-effective collection.

Brushy Material Processing

Limited opportunities currently exist for recycling brushy yard debris. The Cities of Lynden, Everson, Nooksack and Sumas, operating through LENS, will initiate one such program in 1998. Potential alternatives include:

- (1) The County could expand publicly-operated chipping programs to include more convenient on-going drop off opportunities or additional sites in other cities of the County. The development of additional sites could be supported by the purchase or contracted operation of large-scale processing equipment.
- (2) The County could encourage private operators to develop sites. Encouragement could include the enactment of a burning ban contingent on the availability of an appropriate facility.

5.5.6 Promotion and Education

Alternatives for recycling promotion include:

- (1) The County could maintain existing responsibilities for promotion and levels of activity and funding.
- (2) The County could adjust existing promotion programs. These might include more targeted programs to address problem materials, universal collection, and other topics.
- (3) The County could encourage commercial recycling collection companies to better promote their services.

5.6 Recommendations

Recycling recommendations were developed by the Whatcom County Solid Waste Advisory Committee Comprehensive Plan Subcommittee during a meeting in August of 1996. Recommendations were further approved by the full Solid Waste Advisory Committee in February of 1998 and the Solid Waste Executive Committee in April of 1998.

Recommendations, including implementation responsibilities and procedures are discussed below. Implementation schedules are provided in Table 5-3. County staffing requirements are expressed in "Full Time Equivalents" (FTEs), where 0.1 FTE is equal to 180 hours of staff time per year.

5.6.1 Single and Multifamily Residential Recycling

Recommendation 5-1: Recycling Potential Assessment A periodic "recycling potential assessment" (RPA) will be conducted by the County to identify major recyclable components remaining in the waste stream and to determine whether additional diversion

programs for different generator sectors are desirable. The RPA will evaluate diversion programs for the residential, commercial, self-haul and construction/demolition waste streams to determine the most cost-effective targets for diversion. The results of the RPA will be provided to SWAC by 12/1/99 and 9/1/2003. The RPA will evaluate current waste composition data and markets, marginal material collection costs, operational feasibility, processing requirements, and ratepayer impacts for targeted materials. The RPA may also be used to identify program enhancements that may increase capture rates for currently collected materials.

Based on the RPA's analysis of the residential sector, the County and cities will re-evaluate the recyclable materials handled by existing residential collection programs and either add or delete materials as appropriate. Recommendations for program changes will be forwarded to the SWAC and the County's Executive Committee (see Section 13.1.1) for consideration.

The every-other-year RPA process is expected to require a staffing level of 0.15 FTE and contracted costs of \$50,000 every other year during the planning period.

Recommendation 5-2: Optimize Collection and Processing Systems The County will periodically evaluate solid waste collection and processing activities in unincorporated areas to ensure that both collection and processing systems for source-separated recyclables are operating at optimal levels and providing the least cost system for County residents. The evaluation will include garbage and residential recycling collection and processing. Based on the evaluation, the County will act to optimize collection and processing systems as deemed appropriate. The evaluation may occur in conjunction with recycling potential assessment activities described in Recommendation 5-1.

Costs related to this recommendation are included in Recommendation 5-1.

Recommendation 5-3: Determine Residential Collection Service Providers In 1996-1997, the County will formally review residential recycling activities provided under the County's Service Level Ordinance. An initial staff review of service options, regulatory options, and the performance of existing service providers will be provided to the Solid Waste Advisory Committee (SWAC). The SWAC will provide recommendations on program modifications and whether to contract for collection services to the County administration and County Council. The County will continue to review the Service Level Ordinance on a periodic basis as determined by SWAC and Council.

This is an existing activity that will occur concurrently with the approval and adoption process of this plan. No direct costs will necessarily be incurred during the planning period.

Recommendation 5-4: Bulky Item Collection The County will work with cities to determine methods for increasing the recovery of recyclable and reusable materials in bulky collection programs. County technical assistance may include locating markets, promotion, event coordination, and other such assistance. The County will work with non-profit organizations and others to determine the feasibility of recovering reusable materials prior to waste collection during special collection days. If determined to be

feasible, programs to increase recovery of reusable and recyclable wastes will be implemented by cities.

This function will be provided by existing County staff at no additional cost.

5.6.2 Drop-off and Buy Back/Processing

Recommendation 5-5: Evaluate Drop-off Sites The County will periodically re-evaluate the need for additional drop-off recycling sites. This evaluation will be based on residential solid waste collection subscription rates, exemption rates, participation rates and volumes at existing sites. If additional or expanded sites are determined to be necessary, the County will evaluate implementation options and expand the drop-off collection system accordingly. The County will also periodically re-evaluate the materials accepted at drop-off sites, through the process described in Recommendation 5-1.

Costs related to this recommendation are included in Recommendation 5-1.

Recommendation 5-6: Assure Processing Systems The existing private processing system will be retained unless processing costs are excessive or services are inadequate. The County will work closely with private processing operators to ensure that collection and processing systems are operating at optimal levels to provide services at the least cost to County residents. If modifications to the current processing system are necessary, the County may contract processing.

This function will be provided by existing County staff at no additional cost.

5.6.3 Organic Materials

Recommendation 5-7: Composting Facilities The County will work with private operators to determine the best source separated composting strategy for the organic components of the County's waste stream. The County will continue its evaluation of organic management alternatives and conduct pilot programs as necessary to determine the best approach. Based on the results of these pilots and an evaluation of the economic and environmental benefits of each alternative, the County will develop an organics management policy that defines which organics present in the MSW waste stream will be targeted for source-separated composting.

This recommendation is expected to require 0.2 FTE staffing and \$20,000 in funding for two years.

Recommendation 5-8: Design Collection Systems The County will work with private operators to determine the best collection strategy for organic materials. Collection systems will be designed to support the preferred source-separated organics management strategy.

The County will work with composting facilities, collectors, and cities to determine the best collection strategy for organic materials. A pilot program could test separate collection for the organic and non-organics components of MSW. Alternatively, the co-

collection of MSW and source-separated organics on one truck could be tested. Based on the results of both collection and processing pilots, the County will direct or encourage the development of collection systems that support the designated composting system. The costs of this recommendation are included in Recommendation 5-7.

Recommendation 5-9: Yard Debris Disposal Restrictions if Alternatives are Developed If local source-separated yard debris processing and composting facilities are developed, the County will assist these facilities by restricting the disposal of unseparated yard debris with MSW. Disposal restrictions will be implemented in cooperation with solid waste haulers and disposal facilities.

Existing County staff will provide administrative functions related to this recommendation at no additional cost.

Recommendation 5-10: Long Term Yardwaste Planning The County will work with agency officials, small cities representatives and industry professionals on long term yardwaste planning. Planning items include, but are not limited to, issues relating to the upcoming burn ban in the year 2000, alternative yardwaste sites in Whatcom County and on-farm composting issues.

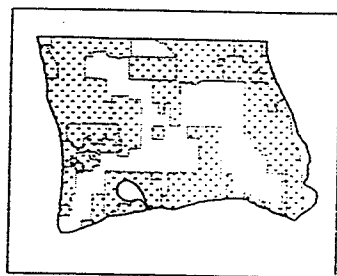
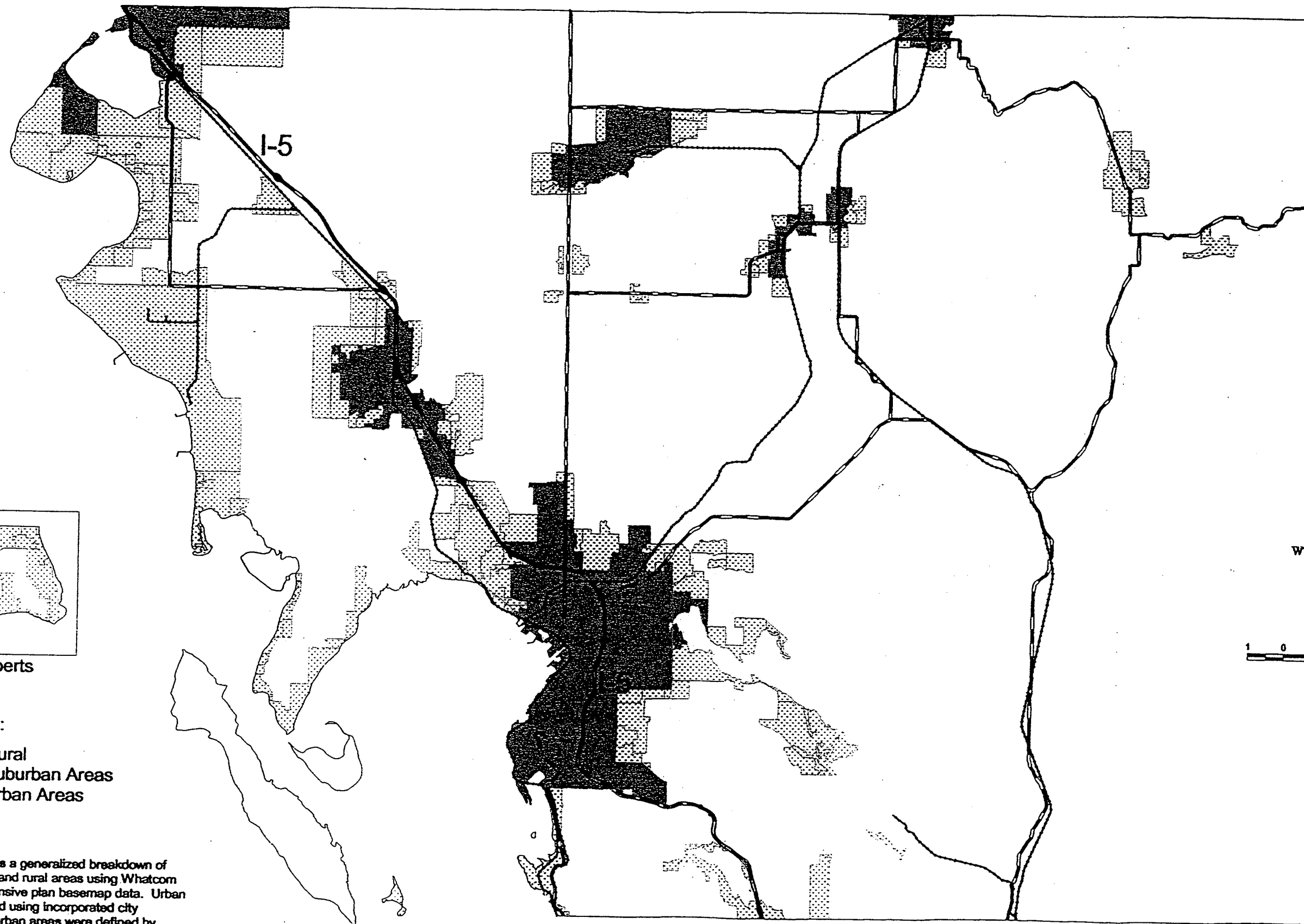
5.6.4 Promotion and Education

Recommendation 5-11: Provide Promotion and Education Programs Existing County and city promotion and education efforts will be evaluated for effectiveness. Promotion and education programs will be modified as necessary to provide variety, to reflect collection program changes, and to enhance increased participation and diversion.

This recommendation is expected to require 0.05 FTE staffing and \$30,000 in funding annually during the planning period.




5.6.5 Special Materials

Recommendation 5-12: The County will work with private retailers of silver oxide (button cell) and nickel-cadmium batteries to establish a drop-off system that is convenient to all residents of the County. This system will include at least one drop-off location in every city in the County. Existing staff will provide administrative functions related to this information at no additional cost.

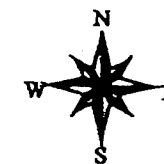


Pt. Roberts

Legend:

-  Rural
-  Suburban Areas
-  Urban Areas

The map illustrates a generalized breakdown of urban, suburban, and rural areas using Whatcom County comprehensive plan basemap data. Urban areas were defined using incorporated city boundaries. Suburban areas were defined by extracting urban growth areas and suburban enclaves from the comprehensive plan. The balance of the remaining land is defined as rural.



Whatcom County



GIS

CHAPTER 6. MARKET DEVELOPMENT

In the early 1990s, prices for many recycled commodities were depressed due to increasing supplies and limited capacity for reprocessing recyclables. Although paper markets experienced a spike in market demand and prices in 1995, commodity values have been lower again in 1996. Many communities, including Whatcom County, have refocused market development efforts in an attempt to develop more stable local markets for some materials.

6.1 Existing Conditions

Many of the existing traditional post-consumer material markets operate on a large scale, consuming feedstock from a several-state region. Some local large-scale regional markets, for example the two glass processors (Ball-Foster and Owens-Brockway), have reached capacity, and the excess materials must be sent on to other markets. Sending materials to distant markets increases transportation costs and further reduces net material values.

Many communities have been wrestling with marketing problems and are now working toward developing local markets. Local smaller-scale industries tend to serve as local or regional markets and can buffer wide demand and price variations experienced in national and international markets. For this reason, Whatcom County has worked to develop local markets for materials that otherwise pose a marketing or disposal challenge. Local markets would reduce the post-consumer materials transportation costs, provide a local reliable market, and provide Whatcom County with greater access to the market share.

The basic philosophy behind recycling is to conserve resources. Discards from residents and businesses can hold many resources that can be recycled. By using these resources within the region, a local industry can provide jobs from "waste" resources, increase the value and volume of recyclables to the benefit of curbside collection ratepayers, decrease transportation impacts, and return funds to the region for increased circulation.

This chapter includes three market development topics: economic development strategies, marketing, and "buy-recycled" campaigns.

Economic Development

During the past few years, the State of Washington has conducted research for market development opportunities for recycled plastics, tires, glass, and mixed scrap paper, among other materials. In 1992, the Washington State Legislature created the Clean Washington Center, a division of the Department of Trade and Economic Development, to develop and expand markets for recycled materials and products. The Center was phased-out as a state agency in 1997.

The Clean Washington Center stimulates market development through activities in five major areas: business assistance, education and marketing, research and development, policy research, and acting as an information clearinghouse. The Center has targeted five materials - mixed scrap paper, plastics, compost, tires, and glass - as its current top

priorities for market development assistance. For each material, the Center has set goals for recycling.

From mid-1993 to December 1995, the County contracted with the Next Step Association to:

- (1) Establish a link with, and support from, area economic development organizations;
- (2) Establish an appropriate legal structure for on-going market development efforts;
- (3) Create a data base with information regarding quantity, quality, and costs associated with recovered materials; and
- (4) Identify and assist in establishing 15 recovered material utilization projects or clients within the Whatcom-Skagit region.

The initial priorities for recycling economic development were glass, mixed scrap paper, wood waste, plastics, tires, and compost. For the purposes of the project, post-consumer materials took precedence over pre-consumer materials. Priority was provided for assisting existing local manufacturers and local entrepreneurs.

From 1993 to 1995, task forces were established to address options for specific materials. One example was a task force for fostering construction recycling and the development and purchase of energy efficient building materials made of remanufactured wastes. Another example was a task force considering print and graphic design activities that promote environmentally sound paper, ink, and design choices. In 1995, a task force met to review and design the plastic bottle recycling system now in place countywide.

Many communities throughout North America are grappling with the question of how to develop local recycling markets. Current information on different approaches to economic development is reported in solid waste management and recycling trade journals and is useful in local economic development planning.

Marketing

Five materials – glass, mixed scrap paper, plastics, wood waste and tires – have been identified to have extremely limited or unstable markets within the Pacific Northwest. These materials present difficult marketing challenges and have been identified by Whatcom County and the Clean Washington Center as priorities for market development assistance.

Market development for the five materials will build on research done by the Clean Washington Center. Market development for these materials will provide a local market for post-consumer materials and outlet for recycled products.

Glass

According to the Department of Ecology's waste characterization data, all types of glass represent approximately 5.2 percent (4,000 tons) of Whatcom County's disposed municipal waste stream, not including over 3,000 tons of glass that were recycled in 1995. Container glass is collected in all residential curbside recycling programs throughout the region.

Three glass markets have traditionally served the Pacific Northwest: Ball-Foster in Seattle, Washington; Owens-Brockway in Portland, Oregon; and Consumers Glass in British Columbia, Canada. The supply of container glass from recycling collection programs has steadily increased as more communities have instituted curbside and other recycling programs. In 1991, the supply of container glass exceeded the demand by local markets, and the market value for container glass fell. In particular, the market value for green and mixed glass cullet dropped from between \$30 and \$40 per ton to between \$0 and -\$5 per ton. This was in part due to higher quantities of green glass imported into Washington State, primarily in beer and wine bottles, than was manufactured as new green bottles. Starting in the summer of 1992, some regionally generated green glass has been shipped to other markets in California and Oklahoma.

However, because of the general oversupply of glass (particularly green glass) compared to the local demand, it is worthwhile to develop new markets for glass cullet. For this purpose, the Whatcom and Skagit County Glass Task Force (GTF) was convened in June, 1992. The purpose of the GTF was to explore local potential uses for post-consumer collected glass containers. The emphasis is to find the "highest and best use" for glass outside of the existing markets. The top priority for post-consumer glass is reuse, then value-added uses, and finally one-time only uses. Large application uses within the priority list are desired. Some of the glass uses that were being explored by the GTF include mixed cullet bottles, decorative marbles, decorative glass, glass for use as underdrain, construction materials, and base course in roads (the layer of road directly below the surface layer). Some other applications explored by the companion King County Emergency Glass Task Force include refillable bottles, glasphalt (glass used in the asphalt mixture), and miscellaneous high value-added end uses including terrazzo (architectural flooring), waste water filtration, pressed glass tiles, synthetic marble, and flue gas sorbent.

Some of the barriers to marketing post-consumer glass to non-traditional end-users are the lack of consistency in the glass feedstock and lack of State government specifications or demonstration projects (e.g. for glasphalt).

In January, 1992, the Washington State Department of Transportation (WSDOT) completed a report to the Legislature titled "Use of Recycled Materials in Highway Construction." The findings on glass for use in asphalt are provided as a report excerpt, below.

- (1) Glass can be used as an aggregate in asphalt mixes provided it is less than 15 percent of the total volume of the aggregates. Due to concerns about its strength and durability, glass should only be used for paving low speed, lower volume roadways, as well as parking lots and non-vehicle pathways

(bike and pedestrian paths). To meet engineering standards in these applications, the waste glass must be reasonably clean, be crushed to a specific size, and include an anti-stripping additive such as hydrated lime. These standards are applied due to the inherent nature of the glass, which is not as strong as natural aggregates and has such smooth surfaces that asphalt does not stick to it.

- (2) WSDOT continues to treat "glasphalt" as an experimental material. Any application will require extensive laboratory testing of the glass-asphalt mixtures to assure that the performance of the pavement will meet acceptable standards.
- (3) Waste glass can also be used as a base material for roadways. WSDOT has already adopted specifications for the use of crushed glass in a wide range of unbound base materials. There is the potential for a large volume of waste glass to be used in base materials, provided costs are competitive with natural aggregates.

In 1994, the WSDOT issued specifications allowing up to 100 percent use of glass in selected construction product applications. For compliance with WSDOT specifications, recycled glass must be crushed to 3/4 inch minus and screened to remove contaminants.

The current surplus of glass affects many regions outside of the Northwest. Many communities have begun construction aggregate uses. In Whatcom County, the Health Department required testing and review of the use of glass as aggregate. Northwest Recycling currently offers crushed glass as construction fill. Some plate glass recycling opportunities also exist, with crushed plate glass also used as aggregate.

Mixed Scrap Paper

According to the Guidelines for Paper Stock: PS-90 Export Transactions (Paper Stock Institute), mixed paper "consists of a mixture of various qualities of paper not limited as to type of packing or fiber content...." In general, mixed scrap paper could include all paper grades such as direct mail, magazines, note paper, boxboard, paper bags, ledger and computer paper, and newspapers.

Mixed waste paper (MWP) is the lowest grade of recyclable paper and often has a substantial portion of non-paper contaminants. Clean Washington Center staff believe that overseas markets do not provide a long range solution, since shipping costs relative to the value of the material and market stability are of concern. Recently, the price for waste scrap paper varied from over \$70 per ton to minus \$25 per ton at the Seattle point of export (dock price). As of June 1996, local haulers were paying \$35 per ton to recycle mixed waste paper at a local recycler. As shipping costs rise and shipping containers are in short supply, the export of paper becomes less financially attractive. The current oversupply of MWP is expected to increase with the implementation of additional collection programs from west coast states.

Partially balancing increased supply is additional recycled paper capacity in domestic mills. A Georgia-Pacific mill in Toledo, Oregon, has been using mixed scrap paper as a feedstock

since 1990. Weyerhaeuser planned to use what they call the "curbside mix" of mixed scrap paper at their Coos Bay and Springfield mills by late 1993. The "curbside mix" is generally what is left over after removing magazines and newspapers. The James River mill in Oregon is using an "office pack," mostly white and colored ledger paper. The Hammermill plant in Aberdeen, Washington is now using magazines and newsprint in their product.

Table 6-1 - SPI Plastic Codes

Code	Acronym	Resin Name	Typical Application
1	PET	Polyethylene terephthalate	Bottles for soda pop, liquor, cleansers
2	HDPE	High-density polyethylene	Bottles for milk, juice, laundry detergent, motor oil; containers for sour cream, yogurt; high-strength bags and wraps
3	PVC	Polyvinyl chloride	Bottles for cooking oil, mouthwash; toys "blister pack," hardware, and pipes
4	LDPE	Low-density polyethylene	Grocery bags, bread bags, trash bags
5	PP	Polypropylene	Containers for yogurt, shampoo; rope and strapping; battery cases
6	PS	Polystyrene	Hot drink cups, food trays, packing "peanuts," plastic cutlery
7		Mixed/other plastics	

Also, as a response to consumer pressure, the telephone book industry made its product more easily recyclable and from recycled paper. The Diashowa mill (Port Angeles) is accepting magazines, newspaper, and telephone books. Michelsen Packaging in Yakima periodically buys telephone books as a consistent source of fiber used in its fruit tray manufacturing process. In Oregon, Smurfit currently takes magazines for recycling. Boise Cascade in Tacoma started to accept magazines in 1993.

Boundary Paper is currently in the process of permitting and siting a recycled paper mill in Sumas. The mill would consume approximately 450 tons per day of mixed waste paper and 150 tons per day of corrugated cardboard. If this mill is built, the potential capacity will far exceed the local supply of fiber. A different firm has expressed interest in building a 30 ton per day molded packaging plant.

Mixed waste paper represents approximately nine percent of Whatcom County's waste stream, equaling 7,300 tons not including the 2,675 tons collected for recycling in 1995.

Plastics

The Society for the Plastics Industry (SPI) has developed the coding system shown in Table 6-1 for the plastic resins most commonly found in household and industrial products. Plastics represent about 10 percent (Ecology, 1993) or 8,700 tons of the disposed municipal waste stream in Whatcom County.

As described in the previous chapter, a number of plastics recycling opportunities exist in Whatcom County, including countywide curbside collection of plastic bottles and limited recycling of plastic bags at retail outlets.

The typical recycling loop for plastics includes collection from residential, commercial and industrial sources; sorting and baling for shipment to a broker or manufacturer; reclamation of the plastic by processing it into flake or pellet; and a manufacturer who makes a product using recycled resin as a full or partial substitute for virgin resin.

Plastics reclamation markets are in their infancy compared to the other traditional commodity markets. The development of cost effective collection and processing systems has been difficult due to the low value to density ratio of plastics. Some markets are currently operating under price supports by private companies. The critical link for viable local plastics recycling is the availability of a secondary processor. The secondary processor usually cleans, sorts, and grinds or pelletizes the plastics, which will determine the end-user market to which they are sold.

There are few large brokers that handle plastics. The two largest and most well-established local brokers are Benison International in Vancouver, British Columbia, and Kingman Products in Alameda, California. Some of the reclaimers also broker their own processed materials.

According to a report prepared for the Washington State Committee for Recycling Markets, titled *Plastics Recycling in Washington and the Northwest – An Assessment of Market Opportunities*, approximately 350 companies produce plastic products in Washington, Oregon, and Idaho. British Columbia has approximately 150 plastic products firms. From a survey of 77 of these businesses, approximately 12 percent said they use post-consumer plastics as a feedstock. About 60 percent of the surveyed businesses expressed a willingness to use post-consumer resins. However, most plastics manufacturers (including local ones) do not have access to recycled resins that meet their specifications.

To develop a strong plastics recycling industry, government and industry must develop the infrastructure to collect, sort, and process post-consumer plastics; programs to educate consumers and manufacturers; markets to reclaim resins; and end products using these recycled resins.

Wood Waste

The Northwest Air Pollution Authority (NWAPA) estimated that more than 67,000 tons of wood waste were burned in Whatcom County in 1992. Most of this material was burned

openly or in devices that did not have air pollution control equipment. With anticipated increasing emphasis from NWAPA on reduction of open burning, development of alternative methods for safely dealing with wood waste is important. Alternatives for managing wood waste will become critical as more stringent open-burn regulations are implemented. One method is to use wood waste to produce value-added products. Four new wood waste processors opened in Whatcom County with help from County economic development projects.

In a time of declining employment for timber workers in the region, development of wood waste industries offers an opportunity to provide new employment to these workers, while simultaneously providing safe alternatives to disposal of wood waste with MSW.

Oregon and Washington had 74 structural woods facilities employing 2,741 workers in 1991. The structural woods industry has been resistant to the general decline in the lumber and wood products industry. While growth in fiberboard production has not kept pace with structural woods, emerging industry trends suggest a competitive advantage for firms successful in utilizing recycled wood and wood chips as a component of the manufacturing process.

Products typically made from wood waste include:

- Hardwood veneer and plywood
- Structural wood members
- Wood containers
- Wood partitions and fixtures
- Softwood veneer and plywood
- Wood pallets and skids
- Reconstituted wood products
- Fiberboard and chipboard

Other potential uses for wood waste include chipping for mulch, composting, or hog fuel.

Tires

The Scrap Tire Management Council uses the term "scrap" only for tires unfit for retreading. The term "discarded tires" in this chapter is used to mean both scrap tires and retreadable tires.

Ecology waste composition data for tires only represent those which are disposed in the municipal solid waste stream. The majority of discarded tires are collected by licensed carriers and transported to licensed tire storage facilities. Based on a standard annual discarded tire generation rate of 0.75 tires per person (Northwest Tire Dealers Association, 1992), Whatcom County's 140,900 residents generated approximately 111,225 discarded tires in 1995. At the average approximate weight of 20 pounds per passenger car tire (Ecology estimate), 1,112 tons of discarded tires were generated in the County in 1995.

RCW 70.95.510 established a one dollar per tire fee on the retail sale of new replacement vehicle tires. This fee was deposited in the state treasury's Vehicle Tire Recycling account and was used to clean up unauthorized tire piles and to plan for proper storage, disposal, and recycling programs. This legislation "sunset" in 1994 and was not renewed by the State Legislature.

Under RCW 70.95.565, the State requires that discarded tires generated by businesses be collected by licensed tire transporters and delivered to licensed storage facilities. This legislation was enacted to reduce the amount of illegal tire dumping. There are approximately six licensed transporters and four licensed storage facilities serving the state. The licensed storage facilities include Waste Recovery; Tire Shredders, Inc.; Schuyler Manufacturing (truck tires only); and Marine Floats (truck tires only).

Waste Recovery (Portland, Oregon) is the major tire processor in Western Washington, providing fee-based tire collection services in Whatcom County. They sort out the retreadable tires and shred or chip the rest for various uses including tire derived fuel (TDF).

Within the region, Bill Bailey for Tires, Al Bolser Tires, Les Schwab, Meridian Tire Service, Whatcom Tire Center, and Tech Tred are in the retreading business and retread 60 percent or more of the tires generated from their facilities. Three other firms within the State are actively using scrap tires to make a variety of products. The feedstock may come from tire stores, retreaders, or from other regional tire processors. Schuyler Manufacturing in Woodinville uses tire rubber to manufacture a variety of recycled tire products including bumpers, tugboat fenders, mooring dolphins, loading dock bumpers, wheel chocks, etc. Their throughput is about 80,000 bias-ply tires per year. Rubber Granulators in Everett processes 75,000 scrap tires per year for use in rubberized asphalt and athletic tracks. Marine Floats in Tacoma uses 12,000 tires per year for dock floatation devices.

Two other businesses use recycled rubber not necessarily generated from Washington State. Envirotire in Seattle has the license to use "Plus Ride II," a rubberized asphalt. Envirotire has been awarded an Ecology cleanup contract for a 100,000 tire pile in Lewis County. The tires will be granulated and used to pave roads. Envirotire has road paving commitments for the cities of Seattle, Everett, and Des Moines, and from King and Pierce Counties. Emil's Concrete in Redmond applies Bomanite FlexTech™ surfacing that is produced in California from recycled rubber products. A variety of other large and small tire processors may be locating in or near Washington State and could serve as markets for tires generated from this region.

Tire stockpiles in Washington State contain an estimated 20 million tires, and about four million additional discarded tires are generated each year. The Clean Washington Center reports that the 1992 market pattern (current usage) for the 40,000 tons collected includes 54.4 percent in energy production; 18.2 percent in reuse, retreads and export; 18.2 percent in stockpiles; and 9.1 percent as new products.

A new technology for whole-tire derived fuel (TDF), developed by Bridgestone, has recently become available for use in the United States. This technology reportedly burns whole tires as fuel in cement plants. It costs approximately \$500,000 to convert a traditional cement plant to a TDF-using (shredded tires, under two and one-half inches in size) cement plant and the cost should be recovered in fuel savings over 18 months. Emissions are reported to be 25 percent less than current allowable limits.

Some products made from discarded tires include:

- Retreaded tires
- Swings and outdoor play equipment
- Jogging trail beds
- Highway stabilization mats
- Railroad crossings
- All-purpose buckets
- Sludge additives
- Highway crash attenuation barriers
- Dock Bumpers
- Erosion control mats
- Ferry bumpers
- Mud flaps
- Tire chocks
- Rubberized asphalt

Buy-Recycled Campaigns

Purchasing products made from, or packaged in, post-consumer content materials will stimulate the demand for such products or packaging. This is the critical "third arrow" in the recycling loop of collection, remanufacture, and purchasing. For recycling to be successful, recycled content products or packaging must be demanded by the marketplace.

Six barriers to acquiring products made from, or packaged in, recycled materials have been identified by the "Third Arrow Project," and are applicable to all purchasers, including government, private businesses, and general consumers.

- (1) **Consumer Purchases** – most consumers are still unaware of the types of recycled products available and the positive effects of their demand for recycled products or packaging.
- (2) **Price Differences** – some recycled products cost more than their virgin material counterparts. The higher price is a barrier to consuming recycled products.
- (3) **Underdeveloped Distribution Channels** – recycled products are not always a stock item. This means that sometimes a buyer must wait longer to receive a recycled product than they would for a virgin product. This may frustrate buyers and discourage them from purchasing recycled products.
- (4) **Recycled Product Duplicating Similar Products** – A product made from recycled materials often just replaces another similar virgin material product. Recycled products are competing for shelf space with "new and improved" products. Retailers and wholesalers may be reluctant to allow space for a duplicate product.
- (5) **Virgin Product Information** – Virgin product information campaigns often describe benefits of using virgin materials instead of recycled materials. This may alienate skeptical and/or timid buyers.
- (6) **Skeptics in the Distribution System** – If a representative for a distributor is not interested in supplying recycled products or the need to market them, he or she may directly or indirectly discourage buyers from purchasing recycled products. Attitudes which are slow to change may pose an obstruction.

For the purpose of this section, purchasers have been divided into three categories: government, businesses, and individual consumers. Government purchasing volume is large and is regulated by extensive laws and regulations, including recycled product procurement requirements. Businesses also purchase large volumes of supplies, with widely varying procurement standards. Finally, individual consumers make purchasing decisions for items of personal or household use.

Government

As a major purchaser of goods, government agencies have the ability to create a demand for recycled products, act as a testing ground for them, and thus indirectly encourage other purchasers to follow suit. Local and state government procurement policies are prescribed by laws and regulations.

Second Substitute Senate Bill (SSSB) 5143, passed in 1991, was intended to substantially increase the procurement of recycled content products by all local and state government agencies and public schools, and provide a model to encourage a comparable commitment by Washington State citizens and businesses. Although statewide implementation of the law's requirements is poor, many local governments in Whatcom County have increased their purchases of recycled-content materials. Recycled-content paper, building materials, re-refined oil, office supplies and janitorial supplies have been substituted for their virgin material counterparts.

Whatcom County has actively worked to develop procurement policies for products with recycled content. Most of the policies for paper procurement have been changed to include recycled content. Staff also examined policies for other supplies, including other office goods, construction materials, roads materials, and transportation equipment and goods.

Business

In July of 1992, the "Third Arrow Project," a year-long, buy-recycled campaign, was funded through the Clean Washington Center, and continued through the end of 1993 with funding from Whatcom County. In 1994 and 1995, Whatcom County and the Clean Washington Center funded the project.

During 1994 and 1995, the buy-recycled effort was targeted specifically at six market segments that were identified as having potential for significant recycled-content purchases. The six sectors were (1) graphic design and printing; (2) automotive industries; (3) local crafters; (4) building industries; (5) local governments; and (6) major employers. Different approaches were used to maximize the effect on each market segment. The results of this project are well-documented in *A Six Sector Buy Recycled Campaign for Whatcom County, Washington* (Report #PM-95-3) available from the Clean Washington Center.

Individual Consumers

The "Precycle Shopper Program" in Whatcom County includes the use of shelf tags that identify recyclable packaging at grocery stores and additional educational information including a display for grocery stores to promote waste prevention and buying recycled.

6.2 Needs and Opportunities

Economic Development

Whatcom County has begun to conduct market development activities especially for materials that are currently hard to market, including glass, mixed waste paper, plastics, tires and wood wastes. Both processors and end-users of these materials are needed. Processors are needed to convert recovered materials into industrial feedstocks, including feedstocks able to be substituted for virgin materials. End-users are needed to provide the ultimate market for recovered and processed materials by consuming recycled feedstocks to create new products.

Marketing

The County will need to develop alternative markets for recovered materials for which existing markets are saturated or too distant for cost-effective transport. There is an opportunity for the region to develop or recruit any business that uses glass, mixed waste paper, plastics, tires or wood waste feedstocks. A local end-user would help alleviate the marketing difficulties and transportation costs encountered for these materials.

Any recycling manufacturer will make a siting decision based on a range of factors: transportation, markets, feedstocks, labor supply, etc. Many communities across the country have begun active recycling manufacture recruitment programs offering significant incentives. Although the County may or may not choose to actively offer similar incentives, the minimal effort of removing unnecessary barriers in regulations, financing, technology and access to community resources should be undertaken.

The County will need to be ready to obtain more accurate recycling and waste composition data on the total tonnages and the degree of seasonal fluctuation. This information can be used to attract manufacturers that use secondary materials as feedstocks.

There is a need for demonstration projects that use recyclable materials. The demonstration projects should test the use of recyclable materials in manufacturing or other applications. Also, the demonstration projects should test the marketability or usefulness of end products.

Buy Recycled Campaign

There is a need to overcome barriers to acquiring recycled products. Distributors and consumers need continued education about the availability, prices and quality of recycled products. Promoting locally made recycled products will result in stronger economic benefits and healthier local recycling programs.

Government

Whatcom County and its cities have both the need and opportunity to create progressive procurement policies for purchase of durable, recycled and recyclable products. State and local government procurement requirements create an opportunity for Whatcom and Skagit counties and their cities to help support and stimulate recycled products markets.

Business

When waste prevention, recycling, and buying recycled can be shown to be more profitable or desirable, businesses may still need encouragement and assistance in implementation. The procurement component of the County commercial waste evaluation service will need to be continued or expanded. For example, the "Green Service" (recycling and using recycled-content materials) program for the automotive service sector has improved the marketing efforts of participating businesses.

Individual Consumers

Some consumers do not understand the relationship between collecting materials for recycling and intentionally buying the products manufactured from post-consumer materials. The County needs to expand "buy-recycled" efforts to educate individual consumers about the positive effects of buying recycled products.

6.3 Alternatives

Economic Development

- (1) The Whatcom County Solid Waste Division could conduct its own specific market development research, building upon that done by the State, Skagit County, and trade literature.
- (2) The Whatcom County Solid Waste Division could continue recycling economic development. Work would continue to include area development organizations (ADO's) in the region.
- (3) The County could rely on state and national efforts to develop markets, some of which may be located in the region.

Marketing

- (1) The County could continue and expand the role of material marketing task forces, such as those for glass, construction and plastics. The groups' efforts could lead to significant cost-saving programs adopted by the private sector. Similar attention to other materials could be invaluable in developing market leads.
- (2) The County could work with interested vendors to develop regional demonstration projects that test the feasibility of innovative uses of

materials such as glass, mixed waste paper, plastics, tires and wood waste. The County could provide technical assistance with identifying potential feedstocks, sources of funding, and other economic development agency assistance.

- (3) The County could continue to work with the Department of Trade and Economic Development's Clean Washington Center to identify potential vendors and demonstration projects.

Buy Recycled Campaigns

Government

- (1) The County could develop County procurement policies that favor recycled materials at two levels. The initial level could be policies that direct the purchase of recycled-content goods and supplies consumed by the County. The secondary level could include policies that direct the purchase of recycled-content goods and supplies consumed by vendors providing construction, maintenance, and professional services to the County.
- (2) The County could provide technical assistance to cities and districts in developing progressive recycled products procurement standards that meet or exceed state requirements.

Business

- (1) The County could continue to provide technical assistance to businesses and institutions on the procurement of recycled-content products. Assistance could be provided through either one-on-one contact or giving seminars or workshops with like business groups.
- (2) If private businesses are required to complete waste prevention and recycling plans in the future (see Recommendation 4-7), the County could include information on procurement options in business planning guidelines and educational materials.

Individual Consumers

- (1) Additional "buy-recycled" components could be included in waste prevention and recycling educational programs for individual consumers. Information in this campaign could include the energy and materials savings of a variety of recycled products versus the counterpart virgin materials products, lists of recycled products available, and information about post-consumer versus pre-consumer feedstock materials.
- (2) The County could work with local distributors and businesses to increase the availability of recycled-content products. For example, local distributors and retailers of motor oil could be encouraged to carry recycled-content brands.

6.4 Recommendations

The Whatcom County Solid Waste Advisory Committee recommended that market development activities be given the highest priority for County action. Market development recommendations were reviewed by the Whatcom County Solid Waste Advisory Committee Comprehensive Plan Subcommittee during a meeting in August, 1996. Recommendations were further reviewed and approved by the full Solid Waste Advisory Committee in February of 1998 and the Solid Waste Executive Committee in April of 1998.

Recommendations, including implementation responsibilities and procedures are discussed below. Implementation schedules are provided in Table 6-3. County staffing requirements are expressed in "Full Time Equivalent" (FTEs), where 0.1 FTE is equal to 180 hours of staff time per year.

Recommendation 6-1: Economic Development The County will use three strategies for creating additional markets: encouraging existing manufacturers to use, or increase the use of, post-consumer materials in their manufacturing processes; attracting established recycling industries to locate manufacturing facilities within the region; and assisting entrepreneurs to start manufacturing businesses using post-consumer materials.

The County's strategy for market development should focus first on low value-added markets capable of handling large volumes of materials, and then on high value-added markets that are capable of handling small to large volumes of materials. Increasing market values for materials used for beneficial use products will be emphasized.

The County will work in cooperation with other economic development agencies and port authorities within the region, including the Clean Washington Center of the Washington State Department of Trade and Economic Development.

County staff will also research the requirements for and possibility of establishing business credits or incentives for businesses using recycled materials in their feedstock.

This recommendation is expected to require 0.15 FTE staffing for three years and \$70,000, \$50,000 and \$25,000 in the first three years, respectively. The implementation of the services and projects described in Recommendations 6-2 are included in this amount.

Recommendation 6-2: Demonstration Projects Whatcom County will seek funding for demonstration projects for new uses of post-consumer materials. The purpose of the demonstration projects will be to investigate new uses for post-consumer materials and to test the viability of the new products. The County will identify target materials, uses, and sources of funding. If grant funding is obtained for selected projects, demonstration projects will be conducted by the County or offered by the Counties to non-governmental entities through a request for proposals process.

Existing County staff will perform this function (See Recommendation 6-1).

Recommendation 6-3: Additional Processing The County will investigate whether additional processing or sorting of selected materials, such as mixed waste paper or plastics, may be done cost-effectively, increasing their marketability through traditional markets. The County will work with local collection companies and recycling processors to determine if additional processing or sorting is operationally and economically feasible.

This recommendation is expected to require 0.05 FTE staffing and \$2,500 annually throughout the planning period.

Recommendation 6-4: Buy Recycled - Business The County will continue the technical assistance program for business procurement.

These components will be developed as time permits and be incorporated into County waste prevention and recycling promotions, at no additional cost.

Recommendation 6-5: Buy Recycled - Individual Consumers The County will incorporate "buy-recycled" components into existing waste prevention and recycling promotion and education programs directed toward the general public. These components will focus on the potential for purchasing household, landscaping and vehicle maintenance products that have recycled material content.

These components will be developed as time permits and be incorporated into County waste prevention and recycling promotions, at no additional cost.

CHAPTER 7. MUNICIPAL SOLID WASTE PROCESSING AND EXPORT

This chapter describes municipal solid waste processing, including the pre-processing of the waste stream to remove recyclable and the eventual disposal of residuals.

7.1 Existing Conditions

Regulatory Environment

Municipal solid waste (MSW) in Whatcom County is directed through the County's Flow Control Ordinance (FCO), codified as Chapter 8.15 of the Whatcom County Code. Although this legislation was determined to be unenforceable in early 1997, waste processing and the FCO priorities are discussed in this Plan for two reasons: (1) at the time this update was written, the FCO remained codified in the Whatcom County Code and (2) the waste processing infrastructure in Whatcom County is a direct result of this FCO and presents an opportunity for alternative uses if not used for MSW handling. Ordinance 96-037 exempted c/d processing and disposal sites from the requirements of the FCO including developing disposal site agreements.

The FCO established the following waste handling hierarchy:

- (1) Recycling through acceptance and segregated marketing of source-separated recyclable materials, including source-separated compostable materials;
- (2) Processing of recyclable materials, including compostable materials contained in unseparated County solid waste;
- (3) Incineration with energy recovery of separated waste;
- (4) Incineration without energy recovery of separated waste;
- (5) Landfilling of separated waste;
- (6) Incineration with energy recovery of unseparated solid waste;
- (7) Incineration without energy recovery of unseparated solid waste;
- (8) Landfilling of unseparated solid waste.

The FCO does not specifically direct waste to a particular facility, but rather establishes priorities for the flow of materials through the County solid waste system. Theoretically, any disposal facility that meets the requirements of prioritized handling, all local, state, and federal regulations, and is consistent with this Plan, would be eligible to obtain a disposal agreement with the County.

Each permitted facility is authorized to handle a specified tonnage, according to the facility's capacity for handling waste at one or more of the eight "priority levels" listed above. Waste collected by haulers and self-hauled by generators would be accepted at facilities in accordance with their permitted capacity.

Although the FCO was originally enacted in 1990, disposal site agreements with Recomp of Washington, Inc. (Recomp), Recycling and Disposal Services, Inc. (RDS) and Olivine Corporation were not executed until early 1996, following the County Council's clarification of the FCO. A series of performance disputes ensued, followed by lawsuits by and between Whatcom County, RDS and Recomp. As a result of the arbitration of these disputes, the County's FCO was found to be unenforceable.

The County is unable to use tipping fee surcharges as a funding source. It is expected that the FCO will be legislatively rescinded in the near future.

Description of Existing Operations

Recomp of Washington

Recomp of Washington, Inc. (Recomp) owns and operates a 20-acre site at 1524 Slater Road, Ferndale, Washington. This facility is capable of processing municipal solid waste for incineration, material recovery, MSW composting and export to landfill disposal. Recomp's composting facility is capable of being used for the composting of source-separated yard wastes and other source-separated organic materials. Recomp maintains a drop-off center for source separated recyclable materials. The Recomp site also houses an ash storage facility and leachate lagoon.

The facility has a centralized tipping floor, with garbage collection trucks directed to the north door and self-haulers directed to the south door. Waste is piled on the tipping floor and then can be fed into the incinerators, loaded into a compactor for waste export, or loaded into the front end of the waste processing/composting facility. No physical distinction is made on the tipping floor between City of Bellingham or Whatcom County waste. Medical waste is handled separately in an attached structure that opens directly into the tipping floor area adjacent to the incinerator feed area.

The waste processing and composting operation was built in 1991. The facility is divided into three segments: a mechanized waste processing area; mixing and pre-digesting tubes; and a separate curing building. Final screening of the cured compost occurs outside the curing building. The waste processing system was based on the use of two trommels, magnetic separators and manual picking stations. The processing system was originally designed to prepare MSW as a composting feedstock with more focus on removing contaminants than recovering recyclables, although the system can also be used as a "dirty-MRF". The mixing tubes are rebuilt concrete kilns designed to thoroughly mix and condition composting feedstocks in preparation for curing. The mixing stage was used to adjust feedstock carbon: nitrogen ratios and water content. Once mixed and partially pre-digested, the compost feedstock was moved to a separate curing building. The curing building features concrete aerated channels with automatic turning equipment. The curing

building is maintained at a negative air pressure, with exhaust air filtered through a biofilter on the east side of the building

In early 1993, Recomp suspended initial operation of the waste processing facility and MSW composting activities. The decision to discontinue operations was based on the Health Board's declaration that MSW compost was a solid waste. Since the development of County compost quality regulations in late 1995, Recomp periodically tested the composting process and evaluated the resumption of full-scale MSW up until the suspension of flow control. At that point, MSW processing operations ceased and all MSW was shifted directly to landfill waste export. Waste export operations have since been streamlined with the addition of a high density waste compactor and a dedicated rail spur onto Recomp's site. The MRF and composting facility is currently used only for composting yard waste. The incinerators are used to burn medical waste and limited quantities of MSW.

Recycling and Disposal Services, Inc.

RDS' waste export facility at Slater and LaBounty roads (near Recomp's facility) opened in April, 1996. The facility features a separate area for source-separated materials (concrete, roofing, woodwaste, metals, etc.) and a small covered area for tipping waste and top-loading transfer trailers. No mechanized processing or waste recovery equipment is currently installed. This site does not currently have rail access.

Olivine Corporation

Olivine's Thomas Road incineration facility started operation in 1985 under an experimental permit. Since that time, the facility has undergone a number of upgrades, including pollution control, ash handling and energy recovery improvements. From Fall, 1994 through early 1996, Olivine operated at full capacity, burning waste under contract with Recomp. In mid 1996, Olivine sought and received designation as a County disposal site. Olivine has since been batch burning woodwaste, as available, since essentially all Whatcom County MSW is currently exported.

7.2 Needs and Opportunities

The complete cessation of MSW processing activities at Recomp has opened the possibility of using all or part of the MRF/Composting facility to handle source-separated components of the waste stream. As described in Chapter 5, the desirability of additional source-separated organics composting programs will need to be evaluated.

Existing and future disposal sites (if developed) will need to determine their individual ability to cost-effectively process MSW prior to disposal. Even under a relatively low-cost waste export system, there may still be some economic incentive to recover and divert certain easy-to-capture materials such as pallets and appliances.

7.3 Alternatives

This section will focus on two levels of alternatives: (1) general alternatives to municipal solid waste processing and export; and (2) specific alternatives for the needs and opportunities identified for waste facilities.

Alternatives to Municipal Solid Waste Processing and Export

Three primary disposal alternatives to MSW processing and export are available: increased waste prevention and recycling, incineration, and in-county landfilling.

- **Waste Prevention and Recycling:** Increased waste prevention and source-separated recycling would reduce waste stream volumes and reduce the need for additional MSW processing and composting capacity. Waste prevention is discussed in Chapter 4 and is an integral component of this Plan. Increased recycling could include source-separated programs for additional materials or sectors. These alternatives are discussed in detail in Chapter 5 and are integral components of this Plan.
- **Incineration:** Additional incineration capacity could be developed to handle wastes currently processed or composted. A potential barrier to increased incineration is its high cost relative to waste export.
- **In-County Landfill:** A significant amount of effort has been applied by the County to develop an in-county landfill. After repeated attempts, active efforts have ceased. Further attempts to site a local landfill are unlikely unless the costs of waste export sharply increase. In-County landfills are further discussed in Chapter 11.

Determine Use for Underutilized Private Disposal Facilities

- (1) Facilities that had been previously used for waste processing under the County's FCO could be modified or expanded to handle source-separated or specialty feedstocks. Recomp's facility could be used to handle source-separated post-consumer organics. Olivine's facility could be used to handle selected construction/demolition or other materials. In either case, the facility owners will need to determine the best alternative use for their facilities.
- (2) Underused or unused facilities could be scrapped, and the County could move further towards a system that relies solely on waste export.

7.4 Recommendations

Recommendations for MSW processing and export were developed by the Whatcom County Solid Waste Advisory Committee Comprehensive Plan Subcommittee during a meeting in 1996. Recommendations were further reviewed and approved by the full Solid Waste Advisory Committee in February of 1998 and the Solid Waste Executive Committee in April of 1998.

[Note: previous recommendations relating to maintaining flow control facilities and supporting MSW waste processing have been deleted. County staff/SWAC will need to determine what, if any, role the County will have in determining the suitability of underused/unused facilities for other uses.]

Recommendation 7-1: Continue Waste Exporting.

The County will continue to depend upon privately operated disposal facilities for disposal service. While Bellingham's contract with Recomp remains effective, Recomp will remain the disposal facility designated to receive and dispose of that city's MSW from collection routes and drop boxes. MSW generated outside the City of Bellingham and self-haulers will continue to be delivered to the facilities permitted by the appropriate jurisdiction. Because of the absence of any County MSW landfill, privately owned disposal facilities will continue to find it necessary to export MSW which is not either processed or incinerated. Were privately operated disposal facilities to become unable to continue providing such service, additional county staff and financial resources could become necessary.

CHAPTER 8. COLLECTION

This chapter describes route-based solid waste collection systems, focusing primarily on refuse collection. Specific recycling collection activities, including curbside recycling, multi-family recycling, and commercial recycling are discussed in Chapter 5, Recycling.

8.1 Existing Conditions

Regulatory and Administrative

Solid waste collection in Whatcom County is regulated under three authorities: the Washington State Utilities and Transportation Commission (WUTC), through municipal contracts and through contracts with certain tribal businesses on the Lummi Reservation.

The WUTC regulates solid waste collection companies ("haulers") under the authority of Chapter 81.77 RCW. In brief, the law provides for regulated garbage collection companies with monopolies within specified geographical (certificated) areas. Haulers charge uniform rates subject to WUTC approval across each certificated area. Haulers must provide collection services at the specified tariffs to all customers within their certificated area. The original certificates were awarded in 1961. These certificates are perpetual unless a hauler fails to offer adequate service or cedes or sells all or part of their certificated area to another hauler. Certificated collection companies operating in Whatcom County are listed in Table 8-1.

Table 8-1 WUTC-Certificated Collection Companies in Whatcom County

<u>Firm</u>	<u>Address</u>	<u>WUTC Permit Service Area</u>	
		<u>Number</u>	<u>Pop/mile² (1992)</u>
Blaine-Bay Refuse, Inc.	491 Martin Street Blaine, WA 98230	G-145	324
Nooksack Valley Disposal, Inc.	250 Birch Bay-Lynden Road Lynden, WA 98264	G-166	41
Point Distributors, Inc.	1423 Gulf Road Point Roberts, WA 98281	G-155	869
Sanitary Service Company	1001 Roeder Avenue Bellingham, WA 98225	G-14	62
WA Waste Hauling & Recycling	P.O. Box 184 Burlington, WA 98233	G-135	n/a

Geographical areas covered by certificated haulers are shown on Map 8-1. As indicated on the map, Sanitary Service Company and Nooksack Valley Disposal service the South

and North areas of the County, respectively. Blaine-Bay Refuse services the Blaine area; Point Distributors, Inc. serves Point Roberts, and WA Waste Hauling & Recycling serves the Newhalem/Diablo area in the Skagit Valley. A small area between Blaine and Birch Bay is served by both Sanitary Service Company and Blaine Bay Refuse.

Sanitary Service Company serves both tribal and non-tribal customers in the Gooseberry Point area. Beginning July 1, 1996, Native American Sanitary Service's subcontractor, Waste Management-Northwest began also providing waste collection and disposal from some tribal residences and businesses under contract.

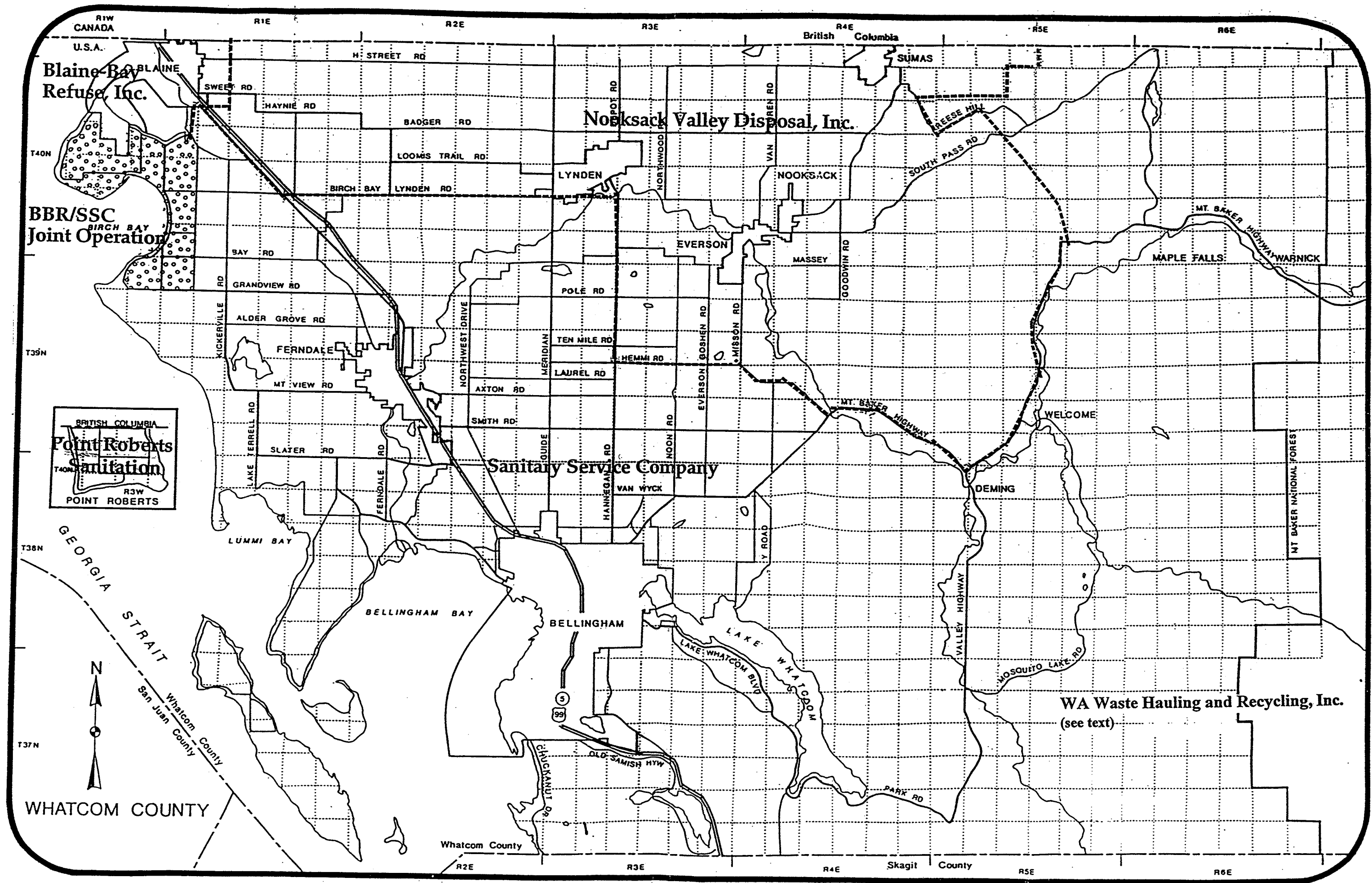
Cities within WUTC-regulated franchise areas have the option of providing for solid waste collection either through municipal crews or through contracted services. If cities do not elect to exert local authority over collection, collection services will be provided by the hauler with the underlying certificate for the geographical area that includes the city.

Within Whatcom County, the Cities of Everson, Ferndale, Lynden, Nooksack, and Sumas have municipal contracts for both residential and commercial solid waste collection. The contracts for Lynden, Everson, Nooksack and Sumas were/are jointly developed, coordinated and managed through LENS, their intergovernmental authority. The City of Bellingham has contracted for residential garbage and recycling collection but has not contracted for commercial collection and multi-family complexes. The City of Blaine has asserted no local authority and consequently is fully serviced under WUTC authority. Coincidentally, all cities that contract for collection services at this time have contracted with the hauler that holds the underlying WUTC-certificate covering that city. Table 8-2 lists collection companies operating within each city and the population density of each city.

Table 8-2 Solid Waste Collection in Whatcom County Cities

<u>City</u>	<u>Collection Company</u>	<u>1992 Population/mi²</u>
Bellingham	Sanitary Service Company	2,374
Blaine	Blaine-Bay Refuse	771
Everson	Nooksack Valley Disposal	1,509
Ferndale	Sanitary Service Company	1,215
Lynden	Nooksack Valley Disposal	1,858
Nooksack	Nooksack Valley Disposal	851
Sumas	Nooksack Valley Disposal	814

All cities within Whatcom County, with the exception of Bellingham, use traditional bag or customer-owned 32-gallon can-based residential collection systems. Customers of Sanitary Service Company, Nooksack Valley Disposal and Blaine-Bay Refuse also have the option of using collection company-owned wheeled carts. Bellingham's residential garbage collection system is based on contractor-owned 60- or 90-gallon wheeled carts and semi-automated collection. The Bellingham rate structure encourages waste prevention and recycling via strong incentives for reduced frequency collection, including



Blaine Bay Refuse, Inc.

Nooksack Valley Disposal, Inc.

BBR/SSC Joint Operation

Sanitary Service Company

WA Waste Hauling and Recycling, Inc.
(see text)

BRITISH COLUMBIA
Point Roberts Sanitation
R3W
POINT ROBERTS

Map 8-1 Certified Collection Company Service Areas

biweekly or monthly collection. In Bellingham, 24 percent of residential customers had weekly collection, 57 percent had biweekly collection, and 18 percent had monthly collection as of June, 1996. Another 1 percent had monthly collection of one 32-gallon garbage can ("super recyclers"). All companies also offer a "zero can rate," under which customers can subscribe for recycling-only collection services.

Monthly charges for single-family residential, multi-family residential, and commercial garbage collection services are shown in Tables 8-4, 8-5, and 8-6 respectively. Both city and certificated rates are indicated in these tables for all areas of Whatcom County.

Rapid changes in the market prices of recyclables in 1994 and 1995 led the WUTC to consider the use of a "commodity tracker" system for adjusting curbside recycling charges included in overall garbage collection fees. Under this system, revenues (or expenses) for collected recyclables are forecast for the coming year. Variances from the forecast are settled in the following year, with that year's forecast adjusted accordingly. Sanitary Service Company is currently using this commodity price adjustment mechanism. The company is also evaluating the use of a similar mechanism to accommodate fluctuating tipping fees for MSW generated outside of the City of Bellingham. Under this approach, the disposal component of garbage collection fees would be subject to a settlement correction in the successive year.

Service Level Ordinance

RCW 36.58.040 allows counties the optional authority of contracting for residential recycling within unincorporated areas. This new authority, granted by the Legislature in 1989, does not extend to garbage collection or non-residential recycling. Alternatively, counties can notify the WUTC to direct WUTC-certificated haulers to carry out and implement the provisions of the waste prevention and recycling element of the county's comprehensive plan.

Haulers prepare rate filings to the WUTC for services consistent with the comprehensive plan and county service level ordinances. The WUTC evaluates and approves, denies, or suspends proposed rates and provides general regulatory oversight. Ratepayers, through an annual fee paid by the hauler, pay for WUTC rate review and regulatory oversight service. This fee totaled \$36,030 for the four Whatcom County haulers in 1992.

Whatcom County elected to define garbage collection service and procure recycling services via a Service Level Ordinance, Ordinance number 90-95 (Appendix F), which was passed in the fall of 1990. Three subsequent amendment ordinances, Ordinances 91-003, 91-054 and 95-045 have been passed to provide changes in service and deadlines since the original service level ordinance was adopted.

In 1997, the ordinance was again amended. This amendment included a provision to change the sunset date of the ordinance until December 31, 2002. In addition, the provision to collect household batteries at curbside was removed. This change was due to a state determination that household alkaline batteries are exempt from hazardous waste laws. Considerable input from state and local industry representatives and officials led to the SWAC recommendation on this topic. Because of this change, it is now up to

the individual incineration facilities to make sure they are meeting air quality standards. In addition, an added future emphasis will need to be placed on recycling silver oxide (button cell) and nickel-cadmium batteries at places where they are sold.

The service level ordinance provides for the following rate structures and services:

Single Family Residential Services:

- Specifies weekly, biweekly, or monthly garbage collection services for both 15-20 gallon "minicans" and 30-32 gallon regular cans in unincorporated areas. Haulers may also offer 60- or 90-gallon containers.
- Requires linear rate structure filings for the garbage collection component, based on capacity. Specifically, "Collection rate structures shall be designed to encourage waste reduction and recycling and to comply with the Plan. The rate per gallon excluding the recycling charge and the billing charge for large containers shall be no less than for smaller containers. The per gallon rate for multiple containers shall be no less than for a single container."
- Provides for County-wide single family (1-4 unit) residential curbside recycling collection of newspaper, mixed waste paper, aluminum containers, "tin" cans, glass containers, plastic bottles, corrugated cardboard, scrap metal, lead-acid batteries, and used motor oil. Collection services are to be provided at least every other week on the same day as regular garbage collection. Recycling containers initially purchased by the County are provided to all households subscribing to garbage collection service that also request recycling service.
- Separately itemizes recycling and garbage collection charges.

Nonresidential and Multi-family Services:

- Requires linear rate structure filings for both nonresidential and multi-family garbage collection, with requirements identical to the single family requirement described above.
- Establishes reporting requirements for all certificated haulers, recycling collectors and processors, transfer facilities, and disposal facilities.

Disposal District

Pursuant to RCW 36.58.140, the County has instituted a county-wide solid waste disposal district. The disposal district was implemented via Ordinance 90-1 (Appendix H), passed on January 4, 1990.

A new funding mechanism for County activities and programs became necessary when tipping fee revenues from the County's Cedarville landfill ceased. This ordinance was intended to provide a mechanism for taxing solid waste collection and disposal activities and was intended to work in conjunction with the collection district described below.

Although the disposal district ordinance was passed by Council, the district was not activated due to citizen resistance. Tipping fees surcharges through disposal site agreements were used for County funding needs rather than the disposal district. However, this system was tied to the County's Flow Control Ordinance. In early 1997, a Federal Arbitrator determined that provisions of the FCO interfered with interstate commerce, overturning the County's ability to enforce collection of the surcharge.

It was at this time that County staff determined to amend the Disposal District Ordinance in order to continue to fund mandated programs. This effort was passed by the County Council in July, 1997. Further discussion of this process is documented in sections 12.1.3, 12.2.2, 12.2.3 and 12.3.3.

Collection District

Pursuant to RCW 36.58A, the County has instituted a solid waste recycling and collection district within its unincorporated areas. This legislation, Ordinance 90-96 (Appendix I), was passed in the Fall of 1990 as a companion to the service level ordinance. The intent of the collection district ordinance is to require mandatory garbage collection throughout the County (via this ordinance in the unincorporated county and interlocal agreement in the cities), reduce improper disposal activities and to improve the efficiency of county-wide curbside recycling. The collection district ordinance provides for the following:

- Solid waste and recycling collection is mandatory for owners of all developed property within the collection district.
- Exemptions may be granted to those filing an affidavit with the County that states that the generator is disposing of their waste in an "environmentally sound manner."
- Provides for enforcement with substantial monetary penalties.

Between the implementation of the collection district ordinance in the Fall of 1991 and October 1993, approximately 5,000 additional residential customers have subscribed for collection services. Unincorporated area residential subscriber counts before universal service and during the summer of 1993 are provided in Table 8-3, for each hauler.

At the end of October 1993, approximately 5,000 exemptions had been granted. About 50 percent of the total exemptions were granted to individuals wishing to self-haul. About 25 percent of the exemptions were granted to those with vacation homes that were infrequently occupied. The remainder of exemptions were granted to those sharing waste collection with another residence or business or for other reasons. In the process of cross checking subscribers and exemptions, County staff noted that some of those requesting and receiving exemptions have also subscribed for collection services. Further analysis is being conducted to determine the extent of exempt households also subscribing for collection services.

Approximately 10,000 residences and businesses had not responded to the requirements of the collection district by the end of 1993. These residences and businesses have neither subscribed to collection nor requested an exemption. The County is currently weighing options for identification and enforcement. Recommendations in Chapter 12 refer to illegal dumping and universal collection enforcement.

Table 8-3 - Residential Collection Subscribers by Certificate Holder

Hauler	Summer 1991	Summer 1993
Blaine-Bay Refuse	500	848
Nooksack Valley Disposal	950	1,914
Point Roberts Sanitation (Point Distributors, Inc.)	125	224
Sanitary Service Company	<u>7,870</u>	<u>11,045</u>
Totals:	9,445	14,031

Table 8-4 Single-Family Residential Solid Waste Collection Charges.

RESIDENTIAL (1-4 Units) GARBAGE & RECYCLING MONTHLY RATES	WUTC Regulated					FERNDALE	LYNDEN	NOOK- SACK	EVERSON	SUMAS
	SSC	NVD	BBR & BLAINE	PDI	BHAM					
Minican (W)	10.70		9.50	10.00						
Minican (EOW)	7.34		7.00	6.75						
Minican (M)	5.52		5.25	5.50						
30 Gallon (W)	12.67	17.05	12.35	18.00		11.89	15.92	15.92	15.92	15.92
30 Gallon (EOW)	8.34	12.50	9.35	10.50		7.38	9.96	9.96	9.96	9.96
30 Gallon (M)	6.01	7.60	6.00	7.50		4.95	6.75	6.75	6.75	6.75
2 Cans (W)	16.90	23.05	16.25	31.00		20.90	27.83	27.83	27.83	27.83
30 Gal. Extras	3.95	4.50	3.00	3.00		2.08	2.75	2.75	2.75	2.75
60 Gal. Toler (W)	16.39	25.75	17.05			20.91	29.18	29.18	29.18	29.18
60 Gal. Toler (EOW)	10.40	19.75	12.70			11.89	17.27	17.27	17.27	17.27
60 Gal. Toler (M)	7.34	15.20	10.04			7.38	10.85	10.85	10.85	10.85
90 Gal. Toler (W)	24.79					33.13				
90 Gal. Toler (EOW)	14.60					19.25				
90 Gal. Toler (M)						11.85				
Recycle Only	2.90	4.10		5.00			4.00	4.00	4.00	4.00
Local Utility Tax	0%	0%	6.0%	0%	4.0%	0%	3.0%	6.0%	6.0%	0%
Date of Last Adjustment	7/96	9/90	4/93	4/96	4/94	11/95	2/95	2/95	2/95	2/95

Key: SSC = Sanitary Service Co.; NVD = Nooksack Valley Disposal; BBR = Blaine-Bay Refuse; PDI = Pt. Distributors, Inc.
 Key: W = Weekly; EOW = Every other week; M = Monthly
 Note 1: Rates change from time to time (current as of the date noted in "Date of Last Adjustment"). Call the Whatcom County Solid Waste Division at (360) 676-7695 or 380-8102, or your hauler for updated information.
 Note 2: All rates include every-other week recycle (except weekly recycle for Bellingham).
 Note 3: Rates are exclusive of taxes.

Table 8-5 Multi-family Residential Solid Waste Collection Charges.

MULTI-FAMILY GARBAGE MONTHLY RATES Collector owned container (Except 30 gallon)	WUTC Regulated				BHAM	FERNDALE	LYNDEN	NOOK-SACK	EVERSON	SUMAS
	SSC	NVD	BBR-Blaine	PDI						
Last Date Adjusted	7/96	9/90	4/93	N/A	7/96	11/95	2/95	2/95	2/95	2/95
30 Gallon Extras	2.44	3.40	3.19		2.44	2.48				
60 Gal. Toler (1KW)	16.60	30.81			16.60	20.91				
60 Gallon Extras	3.83	6.80			3.83	2.48				
90 Gal. Toler (1KW)	25.96				25.96	29.93				
90 Gallon Extras	5.99				5.99	2.48				
1 Yard (W)	63.11	78.93	62.45		63.11	72.51	82.99	82.99	82.99	82.99
Each Additional/W	56.73	70.63	58.85		56.73	71.54	77.99	77.99	77.99	77.99
Extra	13.09	16.30	15.88		13.09	17.88	18.00	18.00	18.00	18.00
1.5 Yards (W)	90.54	97.98	86.77		90.54	108.28	105.58	105.58	105.58	105.58
Each Additional/W	82.86	89.48	82.77		82.86	107.31	98.58	98.58	98.58	98.58
Extra	19.12	20.65	19.25		19.12	26.83	22.75	22.75	22.75	22.75
2 Yards	117.78	116.61	114.25		117.78	144.05	136.61	136.61	136.61	136.61
Each Additional/W	108.99	108.11	109.33		108.99	143.08	127.61	127.61	127.61	127.61
Extra	25.15	24.95	27.66		25.15	35.77	29.45	29.45	29.45	29.45
3 Yards	171.12		165.65		171.12	215.59				
Each Additional/W	161.25		154.61		161.25	214.62				
Extra	37.21		37.94		37.21	53.66				
4 Yards	224.51				224.51	287.13				
Each Additional/W	213.38				213.38	286.16				
Extra	49.24				49.24	71.54				
6 Yards	331.20				331.20	430.21				
Each Additional/W	317.59				317.59	429.24				
Extra	73.29				73.29	107.31				
8 Yards	401.89				401.89	573.29				
Each Additional/W	372.06				372.06	572.32				
Extra	85.86				85.86	143.08				
Local Utility Tax	0%	0%	6%	0%	4%	0%	3%	6%	6%	0%

Key: SSC = Sanitary Service Co.; NVD = Nooksack Valley Disposal; BBR = Blaine-Bay Refuse; PDI = Pt. Distributors, Inc.; * = Plus \$4.00/Month/Unit for recycling collection
 Key: W = Weekly
 Note 1: Rates subject to change (current as of the date noted in "Date of Last Adjustment"). Call the Solid Waste Division or your hauler for updated information.
 Note 2: Rates include every-other week recycling collection.

Table 8-6 Commercial/Non-Residential Solid Waste Collection Charges.

COMMERCIAL GARBAGE MONTHLY RATES Collector owned container (Except 30 gallon)	WUTC Regulated				BHAM	FERDALE	LYNDEN	NOOK-SACK	EVERSON	SUMAS
	SSC	NVD	BBR-Blaine	PDI						
Last Date Adjusted	7.96	9.90	4.93	4.96	7.96	11.95	2.95	2.95	2.95	2.95
30 Gallon (1xW)	9.53	14.73	11.92	19.48	9.53	9.99	13.87	13.87	13.87	13.87
30 Gallon (2xW)	19.06	29.46	23.84	38.96	19.06	19.07	27.73	27.73	27.73	27.73
30 Gallon (3xW)	28.59	44.19	35.76	58.44	28.59	28.15	41.60	41.60	41.60	41.60
30 Gallon Extras	2.20	3.40	2.75	4.00	2.20	2.08	3.20	3.20	3.20	3.20
60 Gal. Toler (1xW)	14.51	30.81	15.17		14.51	19.01	25.18	25.18	25.18	25.18
60 Gallon Extras	3.35	6.80	3.50		3.35	4.16	5.50	5.50	5.50	5.50
90 Gal. Toler (1xW)	22.82		20.37		22.82	28.03				
90 Gallon Extras	5.27		4.70		5.27	6.24				
1 Yard (W)	56.09	78.93	51.35	69.28	56.09	72.51	82.99	82.99	82.99	82.99
Each Additional/W	49.71	70.63	47.45	69.28	49.71	71.54	77.99	77.99	77.99	77.99
Extra	11.47	16.30	13.25	16.00	11.47	17.89	18.00	18.00	18.00	18.00
1.5 Yards (W)	80.01	97.98	69.98	103.92	80.01	108.28	105.56	105.56	105.56	105.56
Each Additional/W	72.33	89.48	65.65	103.92	72.33	107.31	98.58	98.58	98.58	98.58
Extra	16.96	20.85	15.30	24.00	16.96	26.83	22.75	22.75	22.75	22.75
2 Yards	103.75	116.61	91.87		103.75	144.05	136.61	136.61	136.61	136.61
Each Additional/W	94.95	108.11	86.54		94.95	143.08	127.61	127.61	127.61	127.61
Extra	21.91	24.95	22.40		21.91	35.77	29.45	29.45	29.45	29.45
3 Yards	150.06		132.38		150.06	215.99				
Each Additional/W	140.19		120.42		140.19	214.62				
Extra	32.35		30.05		32.35	53.66				
4 Yards	196.43				196.43	287.13				
Each Additional/W	185.30				185.30	286.16				
Extra	42.76				42.76	71.54				
6 Yards	289.08				289.08	430.21				
Each Additional/W	275.47				275.47	429.24				
Extra	63.57				63.57	107.31				
8 Yards	381.36				381.36	573.29				
Each Additional/W	365.35				365.35	572.32				
Extra	84.31				84.31	143.08				
Local Utility Tax	0%	0%	6%	0%	4%	0%	3%	6%	6%	0%

Key: SSC = Sanitary Service Co.; NVD = Nooksack Valley Disposal; BBR = Blaine-Bay Refuse; PDI = Pt. Distributors, Inc.; W = Weekly
 Note: Rates subject to change (current as of the date noted in "Date of Last Adjustment"). Call the Solid Waste Division or your hauler for updated information.

Physical Systems

The solid waste collection system in Whatcom County relies on approximately 950 miles of County roads. In addition, each of the municipalities within Whatcom County has its own system of streets.

The weight, width, height, and speed limitations of collection vehicles affect collection routing patterns, while road grades and traffic patterns help determine collection efficiency and overall safety. Table 8-7 lists County weight, width, and height limitations.

Whatcom County and city road systems have been adequate for existing solid waste collection activities. Collection in rural areas has been complicated by unimproved private roads and a lack of adequate shoulders in some areas, but overall the collection system is working well. Residences in areas inaccessible to collection vehicles are eligible for exemption from universal collection requirements.

Whatcom County's disposal site access roads are affected by freeze-thaw conditions during the winter months; roads not designated "all-weather" are subject to load restrictions. An average freeze-thaw will last 10-14 days. Load limits affect residential collection services because refuse haulers must make more trips during these periods. Collection vehicles usually haul at half their rated capacity in order to keep within road weight limitations.

Slater Road, the main access to Recomp and RDS, is an all-weather road, and since it connects to Interstate-5, provides ready access under almost all weather conditions, including freeze-thaw cycles. Olivine funded the improvement of the Pacific Highway/Slater Road interchange to all-weather standards, which eliminated previous access problems due to substandard interchanges.

Neither Everson-Goshen Road nor Hemmi Road, the main accesses to County Construction Recyclers, are constructed to all-weather standards. The limited accessibility of the CCR site during road thaw periods has not been a problem, since the construction/demolition waste accepted at the site is non-putrescible and can usually be temporarily stored at the generator's site until road conditions improve.

Table 8-7 Whatcom County Road Use Limitations

Factor	Qualifier	Limit
Width	-	8.5 ft
Height	-	14.0 ft
Length	Single Unit	40.0 ft
	Single Trailer	48.0 ft
	Truck and Trailer	65.0 ft
	Two Trailing Units	59.0 ft
Weight	Single Axle	10 tons
	Tandem Axle	17 tons
Bridges	Flynn Road Bridge	10 tons
	Giles Road Bridge	10 tons
	Potter Road Bridge	variable
	Saxon Road Bridge	36 tons
	Blaine Road Bridge (State)	15 tons
	Lummi Island Ferry Dock	20 tons (normal) 25 tons (max)

Based on RCW 46.44. Special permits may be required for non-reducible loads.

8.2 Needs and Opportunities

The following discussion is limited to short-term needs and opportunities due to the uncertainty associated with the long-range regulatory structure of solid waste collection. Future structural changes in solid waste collection regulation at the state level could greatly influence the perceived needs and opportunities of the local collection system.

Regulatory and Administrative

The service level ordinance has worked well to date, with recycling and garbage collection services implemented gradually during 1991 and 1992. Although all services defined in the service level ordinance have been provided by certificated haulers, reporting requirements have not been evenly complied with or enforced.

Existing levels of service (weekly, biweekly, or monthly collection of minican, 30-, 60- or 90-gallon containers) appear to be responsive to the needs of County residents. No additional garbage collection service levels appear to be needed at this time.

The ratepayer impacts of the recycling collection services specified by the service level ordinance need to be periodically reviewed to assure that the most efficient and cost-effective recycling collection services are used. Service level ordinance-directed services

were deemed to be the most expedient way of procuring recycling collection services at the time curbside recycling implementation decisions were made in 1989 and 1990. This decision will need to be re-evaluated prior to the expiration of the service level ordinance. This is addressed further in Chapter 5, Recycling.

Interlocal Coordination of Services

With the expansion of cities within Whatcom County, some questions might arise as to jurisdiction over collection services in annexed areas. RCW 35.02.160 (RCW 35A.14.900 for Code cities) provides for the orderly cancellation or acquisition of franchises for public service businesses in territories that have been annexed by cities. A potential conflict exists when unincorporated areas served by WUTC-certificated haulers are annexed by cities using contracted collection services. The law includes requirements for annexing cities to purchase rights or grant a franchise of not less than seven years to such businesses. Since all cities in Whatcom County (except Blaine) contract with the underlying WUTC-certificated haulers, this has not resulted in conflicts in the past. However, if a city contracted with another hauler or the County contracted curbside recycling, a potential conflict between service providers or service levels between areas might exist.

An issue related to, but separate from franchising, is standardizing recycling collection systems throughout the County. All single family recycling collection programs in the County use the same style and colors of containers. However, not all programs accept the same materials, require the same separation, or use each colored container for the same materials. Promotion and education advantages may be gained from a collection system with consistent service levels and rate structures. Residents moving from one part of the County to another could also be spared adapting to a different recycling system. Disadvantages include re-educating some residents, and adapting some collection and processing systems.

Disposal and Collection Districts

Needs and opportunities, alternatives, and recommendations related to the disposal district and funding mechanisms are discussed in Chapter 12, Administration and Enforcement.

Rate Structures

During the implementation of the 1990 service level ordinance, questions were raised over what authority local governments had to define rate incentives. Cities that contract for services and provide contracted or municipal billing have total authority over how solid waste collection expenses are spread across ratepayer classes. Some cities may choose to use a variety of cost-of-service rate designs, varying degrees of incentive rate designs, or even explicit cross-subsidization between commercial and residential garbage collection rates.

Counties have the authority to define services via a service level ordinance, but cannot directly contract for garbage collection services. When a service level ordinance directs local haulers to file rates for new services with the WUTC, the WUTC generally re-directs

the hauler to use a rate design consistent with rate policies favored by the WUTC. These policies have historically discounted higher levels of service, based on the WUTC's cost-of-service model. However, the "Waste Not Washington Act," (Ch 431; Washington Sessions Laws) included modifications to the statutes directing haulers regulated by the WUTC to "...use rate structures and billing systems consistent with the solid waste management priorities set under RCW 70.95.010 and the minimum levels of solid waste collection and recycling services pursuant to local comprehensive solid waste management plans." [RCW 81.77.030(6)] It has been argued by some jurisdictions, including Whatcom County, that the historic cost-of-service models used by the WUTC are in conflict with this legislative direction.

During the Summer and Fall of 1992, the WUTC evaluated comments received in response to their Notice-of-Inquiry requesting information on alternative rate structures. In December 1992, WUTC staff recommended that mini-cans and every-other week service should be available to all customers of Commission-regulated companies. No changes in the Commission's basic rate-making methodology were recommended at that time.

The WUTC has indicated that their statutory obligation is to represent the interests of local ratepayers as they interpret them, irrespective of locally preferred and specified rate designs. This issue resulted in some conflict over the rates approved for services specified under the 1990 service level ordinance. Ultimately, the commercial rates approved by the WUTC for County haulers were more incentive-based than previously approved rates, but not linear, as specified in the County's service level ordinance.

This conflict indicates a need to clarify roles and intent and to clearly specify rate objectives and designs within this Plan, as is done in this chapter.

The rate-based waste prevention and recycling incentives included in the 1990 service level ordinance need to be further explored. The rate design language included in the 1990 service level ordinance provided a first step towards providing rate incentives and resolving some of the inequities provided by previous "cost-of-service" rate designs.

All cities and unincorporated areas within Whatcom County have some degree of variable-rate garbage collection services. The gradations of incentives provided by various jurisdictions can be observed in Tables 8-3, 8-4, and 8-5. While most rates provide incentives to reduce individual levels of service, they do not always directly reward further waste prevention within each level of service.

Under the current residential rate structures adopted in Whatcom County, some households pay for more service than they regularly use to have adequate surge capacity for high waste generation periods. Likewise, some residents that have fixed container size options choose not to reduce frequency to fully take advantage of waste prevention savings due to concerns over sanitation and odors. These residents contribute to overall waste prevention, yet receive no economic benefit, and are in fact subsidizing waste generators at their same service level who produce more waste.

In general, rate design needs to be revisited, and issues related to rate design authority should be resolved for both commercial and residential collection services.

Physical Systems

The freeze-thaw cycles that restrict the travel of heavy collection vehicles will continue to be an occasional problem. Access roads to all disposal facilities, including County Construction Recyclers, should be upgraded and maintained as road improvement budgets or private cost sharing allow.

Unimproved private roads have caused some concern for haulers. At this time, haulers negotiate with residences served by private roads to determine whether housing clusters accessible via private roads can be serviced by collection vehicles. If the hauler feels that the private road is not adequately constructed to be safely negotiated by collection vehicles, the residence(s) are asked to place garbage and recycling containers on the nearest public road. This has been the case for many years, however the advent of universal collection has included more secluded households in the collection system, many of which previously self-hauled.

8.3 Alternatives

Regulatory and Administrative

There are several alternatives to the regulatory approach to collection services within the County. Some are available under current laws, and some may be possible under future legislation.

The regulation of the solid waste collection industry has been relatively static during the past 30 years since the state certificate system was established. The WUTC has regulated solid waste collection companies primarily as collection companies under the transportation arm of the agency. During the past five years, as waste prevention and recycling activities have gained prominence, the role and structure of the WUTC has been under increasing examination.

Legislation has been periodically introduced at the state level to shift regulatory authority to local governments, specifically, allowing counties authorities similar to those of cities. During the 1989 legislative session that produced the "Waste Not Washington Act," a floor resolution was passed directing the WUTC to research and report on alternative solid waste regulatory structures. In their subsequent report to the Legislature, WUTC staff reviewed the history of solid waste regulation in Washington, as well as activities and levels of regulation in other states. The staff report concluded that mandatory county authority would be the "most appropriate alternative regulatory structure," since planning and service and rate regulation could occur at the same locally accountable level.

Given the contents of the alternative solid waste regulatory structure report and the periodic submittal of deregulation and/or county authority legislation, several potential regulatory and administrative alternatives may become available over this Plan's planning period.

Alternatives Under Current Regulatory Structure

Under the current regulatory structure, the County has control over the procurement of recycling collection services and over the design of rate structures, while the WUTC has the statutory authority to establish solid waste rate design. If existing regulatory structures remain intact during the planning period covered by this Plan, the County has the following alternatives:

- (1) Periodically review and revise, if necessary, minimum service levels, rate design and reporting requirements.
- (2) Periodically review the provision of recycling and organics (if implemented) collection services to determine whether existing services are adequate to achieve County service, cost, and diversion goals, as well as adequate solid waste tracking and monitoring reporting. Alternatives might include direct contracting for services deemed to be better controlled and monitored at the local level.

Potential Future Alternatives

If the County gains additional authority over solid waste collection during the planning period of this Plan, County alternatives include:

- (1) Periodically review and revise, if necessary, minimum service levels, rate structures and reporting requirements.
- (2) Periodically review the provision of all solid waste collection services to determine whether existing services are adequate to achieve County service, cost, and diversion goals, as well as adequate solid waste tracking and monitoring reporting. Alternatives might include direct contracting for services deemed to be better controlled and monitored at the local level.

Interlocal Coordination of Services

There are two alternatives for the interlocal coordination of recycling services and service boundary changes due to annexation by cities.

- (1) The County could provide technical assistance to cities by drafting a uniform franchise agreement that could be applied each time city boundaries are expanded. The agreement could set a conversion franchise period, clarify ownership issues related to recycling and refuse containers, and define procedures to be used if either the County or the affected city bids solid waste collection services during the period of the conversion franchise.
- (2) The County and cities could include provisions for coordinating garbage and recycling collection services and rate structures, for both incorporated and annexation areas, in interlocal solid waste agreements.

Rate Structures

Rate design alternatives are virtually unlimited. The following three alternatives may be considered applicable to the collection systems in Whatcom County. A fourth, marginal cost pricing, is based on the long-range avoided cost of collection and disposal systems and may not be directly applicable to the unique processing and disposal system used in Whatcom County. Marginal cost pricing is not further examined as an alternative in this section.

Cost of Service

Cost of service rates are generally calculated by documenting all categories of hauler costs and then allocating these costs on a basis of how they are incurred. For example, administrative and billing costs could be divided by the number of accounts, disposal charges could be allocated by the number of containers collected, truck operating costs and labor could be allocated by the number of accounts or the number of containers collected, etc.

SSC currently utilizes a weight-based allocation for most costs associated with rates. Residential weights are based on County studies and tend to have lower densities for high-waste generators and urban areas. Commercial weights are assumed to have identical densities for all container customer classes. Weight densities in this instance govern much of the structure of the rate.

Depending on how costs are allocated, cost of service rates can result in a subsidy of large waste generators by small waste generators. This is contrary to the philosophy of rewarding those who exhibit desired behavior (e.g. waste reducers) and penalizing those who do not (e.g. large waste generators). The decision of how to allocate costs is often subjective, and in the past has assumed that since large volumes of waste cost less per unit to collect, economies of scale should be reflected in allocating consumer costs. An alternative view is that, other than billing expenses, essentially all costs should be considered volume-related, and distributed across the number and size of containers collected. Thus, customers that "load" the collection system with 8 or 10 containers per month would pay an equivalent (per unit of volume) charge to those who only "load" the system with one container per month. Allocating costs on this basis might result in an almost linear rate structure, based on the number of containers set-out each month.

A potential scenario for Whatcom County rates might be to request that the WUTC use a cost of service allocation that will essentially allocate all costs on a volume basis, perhaps with billing and the costs of recycling collection considered a fixed per-account charge. This scenario would better address the lack of parity between classes of ratepayers as is presently the case under a WUTC rate design system formulated prior to the initiation of any certificated hauler recycling collection programs.

Linear or Inverted Rates

Another approach to ratemaking might be to separate the production of revenue from the generation of costs. Under this scenario, the costs of operating the collection system could be determined through the normal revenue requirement process, based on expected customer counts at each service level and historical costs. The decision of how to divide the revenue requirement among various customer service levels could be made at a policy level, without regard to how cost is actually incurred. This would allow rates to be developed specifically to encourage waste prevention and recycling, rather than constrained by the increasing economies of scale and reduced unit costs encountered when larger volumes of waste are collected.

Rates could be set on a straight linear basis to provide an easily understandable incentive to residential and commercial customers. Under a straight linear rate structure, per-gallon collection rates are essentially equivalent across all service levels. For example, the rate for weekly collection of a given container is twice the rate for biweekly collection, and the cost of weekly collection of two containers is twice the rate for weekly collection of one container.

If a more coordinated approach based on energy and water utility programs were desired, an inverted rate could be developed, biased to be less expensive per unit below the average (or target) level of service and correspondingly more expensive per unit above the average (or target) level of service. Any number of incentive designs could be developed, depending on specific objectives.

A key component of this approach could include the development of a rate buffer or stabilization fund that would provide protection against excessive service level shift. If rate incentives were provided that caused a greater number of customers to shift down in service than forecast, the hauler's revenue requirement might not be met. Although their variable costs would be somewhat reduced by lower service requirements, the reduction in servicing costs would not necessarily balance the reduction in revenue. Likewise, if rate incentives were provided that caused a reduced number of customers to shift down in service than forecast, the hauler's revenue requirement would be exceeded. Again, although their variable costs would be somewhat higher due to increased service requirements, the additional income would likely be higher than additional costs. The solution to this rate and service level dilemma might be an escrow fund that serves as a rate buffer. However, current regulatory structures under the WUTC do not allow buffer or stabilization funds except for the solid waste disposal fee tracker and the recycling commodity cost tracker.

Under the WUTC disposal fee tracker, the carrier keeps track of the difference between the disposal fee embedded in their current rate and the rate they are paying at the disposal site. For example, if the embedded disposal fee were \$71 per ton and the current disposal fee were \$40 per ton and the carrier hauled 200 tons in one month, there would be \$6,200 ($\$71 \text{ per ton} \text{ less the current rate of } \$40 \text{ times } 200 \text{ tons}$) in the disposal fee tracker. Ideally, the carrier would keep track of all these dollars and refund them to the customer.

The recycling commodity tracker works in the same manner except that the rate changes annually. The carrier keeps track of the number of tons hauled, the charges and credits, and the number of customers each month. The tracker is based on using the prior 12 months to predict the following 12 months.

Weight-Based Rates

One of the major difficulties with either of the rate design methodologies described above is their reliance on very limited units of measurement: minicans, regular cans, and wheeled carts. No allowance is made for individuals that use a larger size of container solely for surge capacity or have more frequent collection due to increased convenience or odor problems. Likewise, no distinction is made between a household with one container of highly compacted garbage and another that has a container half-filled with loose plastic film. The limitations of a restrictive number of measures are apparent. A solution to this problem is a relatively recent development: unit-based pricing programs, such as "Garbage-by-the-Pound" (GBTP).

GBTP is a technological response to three converging problems. First, there is a need to maintain a high degree of accuracy as to which containers belong to which account. This has become more of a pressing issue since total collection charges have increased. The accurate monitoring of the source of collected waste for billing is critical. Secondly, disposal fees have become an increasing component of the total collection charge. In past decades, the disposal component of total collection charges was minor compared to the service-related costs. Now, tipping fees have become very unstable, making the disposal component increasingly significant. Third, there is an increasing awareness of the limitations of waste prevention incentives based on limited units of measurement. A system that charges directly, based on month-to-month generation, could provide direct incentives as well as an increased level of perceived "fairness."

Seattle recently experimented with a pilot residential GBTP system, using coded garbage containers and on-board weighing equipment. After initial difficulties with hardware, the system proved operationally feasible. The Seattle Solid Waste Utility experimented with informational bills documenting the volume collected, indicating the amount each household would pay under a weight-based system. In spite of an already high diversion level achieved in Seattle, residents in GBTP pilot areas further reduced their waste by 15 percent within a 3-month period, although they were not actually charged on a weight basis. Seattle is considering GBTP options for inclusion in their next garbage collection contract.

This system may be particularly well suited to testing in Bellingham, since all residences have uniform containers collected with semi-automated equipment. Toter Incorporated, one of the makers of Bellingham's wheeled carts, is one of the industry leaders in developing GBTP weighing and monitoring systems. If a GBTP system were implemented in Bellingham, or elsewhere in Whatcom County, less emphasis could be given to defining set collection frequencies, since partially filled containers would not necessarily result in full charges to the resident.

The most efficient GBTP scenario may be a system that provides for a combination of fixed *per stop* charges and a weight-based charge. Customers would then set out their containers as often as desired. Charges for setting out a given volume in two or more partially filled containers during each month would be based on multiple stop charges and the actual weight of the waste. Setting out the same volume only when containers are full would result in the same weight-based charge, but less overall cost, since only one stop charge would be assessed. This system would have three beneficial side effects. First, it would encourage residents to only set out full containers, reducing the number of stops, and therefore costs, associated with waste collection. Second, set-outs would be largely randomized, eliminating the routing problems associated with attempting to service three service frequencies (weekly, every-other-week, and monthly) simultaneously. Third, container size becomes unimportant under this system. Containers can be oversized to allow surge capacity without penalizing residents, since charges can be based on the weight of the container's contents, not the fixed volume of the container.

Physical Systems

Alternatives for the physical systems that support collection services include:

Public Road Improvements

- (1) City and County road systems could be gradually improved to allow for the collection of solid waste during periods of road thaw.
- (2) Haulers could continue current collection practices during periods of road thaw, including temporarily limiting the capacity of collection vehicles.

Private Road Improvements

- (1) Education programs could be implemented to encourage well-designed and constructed private roads. Educational materials could be provided to developers and homebuilders at the time construction permits are submitted or received.
- (2) Customers can be directed to place garbage and recycling containers on the nearest accessible public road.

8.4 Recommendations

Recommendations for city and County collection systems were developed by the Whatcom County Solid Waste Advisory Committee Comprehensive Plan Subcommittee during a meeting in September of 1996. Recommendations were further reviewed and approved by the full Solid Waste Advisory Committee in February of 1998 and the Solid Waste Executive Committee in April of 1998. Recommendations in this chapter are to be considered inclusive of the County's waste reduction and recycling element of this Plan for purposes of WUTC direction to WUTC-certificated haulers.

Recommendations, including implementation responsibilities and procedures are discussed below. Implementation schedules are provided in Table 8-8. County staffing requirements are expressed in "Full Time Equivalents" (FTEs), where 0.1 FTE is equal to 180 hours of staff time per year.

Regulatory and Administrative

Recommendation 8-1: Monitor Collection Services County staff will monitor and evaluate collection services and present compiled service, cost, and diversion data for all certificated haulers annually to the SWAC. The County will periodically re-evaluate whether Service Level Ordinance-defined residential recycling collection services provided by WUTC certificated haulers are meeting County service, cost, and diversion objectives. If objectives are not met, corrective changes will be considered, including contracting for services. The County will continue to actively enforce minimum service levels and reporting requirements.

The County may seek the same authority that cities currently have over their solid waste collection systems. If additional authority over solid waste collection services is received, the periodic re-evaluation process described above will be expanded to include those services.

This recommendation is expected to require 0.05 FTE staffing annually throughout the planning period.

Interlocal Coordination of Services

Recommendation 8-2: Technical Assistance to Cities The County may provide technical assistance to cities to assist with the coordination of solid waste collection services, rate structures, and service area boundaries. This assistance will include informal assistance as well as the provision of model franchise agreements for annexation areas.

County staff have provided informal technical assistance with collection systems to cities in the past and are expected to be able to provide a moderate level of service at current staffing levels. On-going coordination of services, rate structures, and boundaries will continue to be provided by County staff. Technical assistance services will continue to be offered to interested cities, as staffing allows. Outside services, including legal review of model franchise agreements, will be obtained as necessary.

This recommendation is expected to require 0.05 FTE staffing annually throughout the planning period.

Rate Structures

Recommendation 8-3: Incentive Rates The County will continue to promote the development of aggressive waste reduction and recycling rate incentives for residential and commercial garbage collection customers. Existing rate structures will be periodically evaluated to ensure that strong incentives are provided. Progress in other jurisdictions and advances in unit-based collection systems (such as weight-based) will be monitored to

determine their applicability in Whatcom County. If feasible, the existing contracts and ordinance will be modified to reflect desired incentive rate structures.

This recommendation is expected to require negligible staffing throughout the planning period.

Physical Systems

Recommendation 8-4: Monitor Roads Continuously monitor the need for upgraded or improved roads to support the collection system. Make improvements as public or private funds are available. Continue to support upgraded access on private roads to allow safe and efficient collection services.

Monitoring functions are provided by existing County staff, as needed. The existing level of monitoring is expected to continue through the planning period. No additional staff or funds will be required for this recommendation.

Note: Request that haulers add a statement on their October, November, and December statements regarding collection policy during road restrictions.

Recommendation 8-5: Cities

Cities will be responsible for determining how collection services will be provided and, if services are contracted, will be responsible for contract administration and rate setting.

CHAPTER 9. PUBLIC DROP BOX FACILITIES

This chapter describes drop box facilities in Whatcom County that are available to self-haul residential and non-residential generators. Since these facilities are based on the use of detachable containers and are not designed to handle high volumes of waste from certificated haulers, transfer sites within Whatcom County are commonly referred to as "drop box facilities" instead of "transfer stations." Large-scale transfer operations related to waste export are discussed in Chapter 7, Municipal Solid Waste Processing and Export.

9.1 Existing Conditions

Five in-county drop box transfer sites are located in Whatcom County: four in rural areas and one in the City of Bellingham. They are Birch Bay, Cedarville, Lynden, Bellingham, and Point Roberts. These facilities are designed primarily to service self-haul residential and commercial customers. The Point Roberts drop box site also handles compacted waste from Point Distributors, Inc., the certificated hauler serving residential and commercial customers in Point Roberts. The use of transfer sites is optional – self-haulers have the option of taking their wastes directly to permitted processing and disposal facilities. All drop box transfer facilities use open-topped detachable containers and are operated by certificated haulers.

The five drop box facilities available to self-haulers are:

Birch Bay: A portion of the closed Birch Bay-Lynden landfill site has been leased to Sanitary Service Company since 1983 for use as a drop box facility. The site is open Sundays and Mondays. This site accepted 239 tons of waste and approximately 28 tons of recyclables in 1996.

Cedarville: A portion of the inactive Cedarville landfill site has been leased to Sanitary Service Company since 1990 for use as a drop box facility. The site is open Fridays and Saturdays. This site accepted 282 tons of waste and 103 tons of recyclables in 1996.

Lynden Convenience Center: A drop box facility is provided by Nooksack Valley Disposal at their base in Lynden. The site is open Monday through Saturday. This site accepted 283 tons of waste and 77 tons of recyclables in 1996.

Point Roberts: A drop box facility is operated by Point Distributors, Inc. at the site of the closed Point Roberts Landfill. Point Distributors, Inc. assumed responsibility for the site November 1, 1995 through a lease agreement with the County. This site is available for use by both self-haulers and Point Distributors' compactor truck. The site is open Saturdays and Sundays year-around and on Mondays from April to October. This site accepted 1069.72 tons of MSW and 62 tons of recyclables during 1996.

Sanitary Service Company: A drop box facility is provided by Sanitary Service Company at their base in Bellingham. The site is open Monday through Friday. This site accepted 126 tons of waste and 49 tons of recyclables during 1996.

Map 3-1 (in Chapter 3) indicates the locations of drop box sites, and Table 9-1 indicates site ownership, days of operation and fees.

As described above, the drop box facilities in Lynden and Bellingham are entirely privately owned and operated. The remaining three drop box facilities, Birch Bay, Cedarville, and Point Roberts, are sited at closed or inactive County-owned landfills. Both the Birch Bay and Cedarville drop box facilities are operated under lease contracts. In return for the provision of the sites by the County, Sanitary Service Company provides site management, operations, hauling, and disposal of waste materials. Sanitary Service Company has sole authority to establish and collect fees at the sites. The Birch Bay site is currently open two days each week, and the Cedarville site is required to be open two days each week. The 1983 Birch Bay site lease has a 15-year term, expiring in 1999. The 1990 Cedarville site lease had an original three year term, with an option for an additional five-year extension which was exercised in March 1993. Both site leases allow for renegotiation if waste volumes drop below those necessary for the economic operation of the site.

In October, 1995 the County contracted the operation of the Point Roberts drop box facility to Point Distributors, Inc. The three year agreement has an option for an additional five year term. The agreement requires that the facility be available two days each week May through September and one day per week October through April. Point Distributors assesses and retains tipping fees, which are approved by the County.

Some wastes from the Southern portions of Whatcom County may enter the Skagit County solid waste system via the Alger and Baker River compactor stations and the Skagit County incinerator. Universal collection within Whatcom County has likely reduced the volume of waste "leaking" south.

All drop box sites have at least some recycling opportunities. The City of Bellingham, through its Disposal of Toxics program, has installed motor oil and antifreeze recycling depots at the Cedarville drop box facility and the City of Lynden Sewer Treatment Plant. Three other depots now operate, one at the Birch Bay drop box facility, Nooksack Valley Disposal, and one at the Water District #10 office near Bellingham.

9.2 Needs and Opportunities

Unsecured Loads

The Whatcom County drop box system has worked well to date. Most users are responsible and have properly secured loads in transit to the facilities. However, a minority of users fail to properly secure loads destined for drop box facilities and are responsible for inadvertent littering. Additional enforcement has begun to reduce the incidence of unsecured loads.

The County amended the Whatcom County Code in 1994 (Ordinance 94-031) to allow for unsecured load surcharges at County disposal facilities. Due to difficulties with the enforcement of this ordinance, County staff are currently working on a new ordinance to revise the County code to better emulate state law in regards to litter and illegal dumping.

Table 9-1 Whatcom County Drop Box Facilities

Site/Location	Owner/Operator	Days Open	Fees
Bellingham	Sanitary Service Company/ Sanitary Service Company	Mon-Fri	approx. \$26.40/yd
Birch Bay	Whatcom County/ Sanitary Service Company	Sun-Mon	\$0.10/ Pound
Cedarville	Whatcom County/ Sanitary Service Company	Fri-Sat	\$0.10/ Pound
Lynden	Nooksack Valley Disposal/ Nooksack Valley Disposal	Mon-Sat	\$0.10/ Pound
Point Roberts	Whatcom County/ Point Distributors, Inc.	Sat, Sun Mon (April-Oct)	\$30/yd

Note: Facilities also charge for recyclables. Rates subject to change (current as of 12/97).

Woody Waste

In past years, some drop box facility sites have accepted segregated, clean, woody debris for burning on site. The Northwest Air Pollution Authority has indicated that this will no longer be an acceptable practice and has ceased permitting open burning at transfer sites. An alternative means of managing these wastes is needed.

Monitoring and Evaluation

Drop box volumes and operations will need to be monitored on a continuing basis to determine the impacts of universal collection, and whether waste volumes justify the continued operation of existing sites or the development of additional transfer sites.

Scales should be encouraged or required at all sites to provide for accurate measurement of incoming waste volumes and uniform charges to customers.

9.3 Alternatives

Unsecured Loads

Two basic approaches are available for controlling unsecured loads: education, incentives and enforcement.

- (1) An educational program could be directed toward self-haulers to increase awareness of the problem and the costs associated with collecting roadside debris.
- (2) City, County, and State law enforcement could increase surveillance of haul-routes to identify and ticket drivers with unsecured loads.

Woody Wastes

At the present time, limited opportunities exist for the collection of woody wastes, particularly in the relatively low and dispersed volumes present at drop box facilities. Three alternatives are available for handling woody waste at convenience centers:

- (1) A separate drop box could be established at each site to collect clean, segregated wood waste and/or yard debris. Materials could be transported to a centralized site for processing and marketing.
- (2) Site operators could investigate the on-site chipping of woody materials. The chips could either be used on site or given away.
- (3) Woody wastes could be included with MSW volumes destined for private facilities, and separated on the tipping floor.

Monitoring and Evaluation

Waste volumes and sources at existing transfer sites could be periodically evaluated to determine the desirability of adding more drop box facilities and/or restructuring the residential collection exemption process. Potential sites for additional drop box facilities could include the Nooksack-Sumas area, the Blaine area, the South Bellingham area, the Lummi Reservation, and the Acme area.

If additional drop box facilities are established, the sites could be operated either by the County or private operators. County policy has historically favored privately operated sites. Washington State law requires that garbage collection certificate holders serving the drop box vicinity be given the right of first refusal for a County-owned, privately operated site. If the holder of the certificate encompassing the proposed site is not interested in operating the site, the County has the ability to solicit proposals from other interested parties. Only if no private parties expressed interest would the County itself consider developing the facility.

9.4 Recommendations

Recommendations for County and private drop box facilities were developed by the Whatcom County Solid Waste Advisory Committee Comprehensive Plan Subcommittee during a meeting in September of 1996. Recommendations were further reviewed and approved by the full Solid Waste Advisory Committee in February of 1998 and the Solid Waste Executive Committee in April of 1998.

Recommendations, including implementation responsibilities and procedures are discussed below. Implementation schedules are provided in Table 9-2. County staffing requirements are expressed in "Full Time Equivalents" (FTEs), where 0.1 FTE is equal to 180 hours of staff time per year.

Unsecured Loads

Recommendation 9-1: Unsecured Load Enforcement The County will work with private disposal facilities and law enforcement agencies to determine the best method for enforcing unsecured load and littering laws. The County will revise its Unsecured Load Ordinance based on the solution developed through its discussions with facility operators and law enforcement agencies.

The County will monitor haul roads periodically to gauge the success of efforts and readjust fees or policies as needed. If access road litter and debris do not decrease, the County should consider other alternatives, such as targeted law enforcement or limiting universal collection exemptions for self-haul.

Existing County staff will perform this function at no additional cost.

Woody Waste/Source Separated Materials

Recommendation 9-2: Source Separated Recycling Opportunities The County will work with disposal sites and drop box facility operators to arrange yard debris, woody waste, and source-separated specialty waste recycling opportunities. Collected materials will be chipped on-site, if appropriate, or transferred to a centralized processing site.

Existing county staff will perform a coordinating function at no additional cost as part of Recommendation 5-1 (Recycling Potential Assessment). The operating costs of accepting yard debris, wood wastes, and other source separated materials at disposal sites and drop box facilities will be included in acceptance fees charged to site users.

Monitoring and Evaluation

Recommendation 9-3: Reporting Requirements The County Solid Waste Division and the County Health Department will establish reporting forms that clearly identify recycling and disposal activities at each site, and that meet the data collection needs of both the Solid Waste Division and the Health Department. Site operators will be required to submit reports quarterly. Drop box facility volumes and universal collection exemption data will be periodically analyzed to determine the advisability of adding or eliminating County-sponsored drop box facilities.

Existing County staff will perform this function at no additional cost.

CHAPTER 10.

INCINERATION AND ENERGY RECOVERY

10.1 Existing Conditions

Incineration has been part of the waste handling system of Whatcom County since 1974. Incineration systems may be categorized as field-erected or modular. Field-erected incinerators are designed for peak efficiency under controlled conditions of excess air supplied to combustion. This type of incinerator has long been associated with energy recovery.

Modular incinerators are shop fabricated and are designed for peak efficiency under controlled combustion conditions. The incineration chambers are typically lined with refractory materials. Modular incinerators can be further classified into those that operate in an excess air mode during the entire combustion process and those that operate under a dual combustion process that takes place first under starved air conditions and then under excess air conditions. Energy recovery with modular units is relatively new, but increasingly common. Because modular units tend to be applied to smaller scale facilities, energy recovery is not always economically justified. However, both Whatcom County incineration facilities are modular in design (although the Olivine facility was field-erected) and have installed energy recovery equipment.

In both types of incinerators, waste can generally be burned without the need for pre-processing. Exceptions include those types of incinerators (such as fluidized bed) where shredding is essential for proper combustion of the waste. However, pre-processing is beneficial in most cases, since waste lacking calorific value can be diverted from the incinerators, reducing maintenance costs and ash production.

Historically, precipitators have been the most-used form of air pollution control technology. More recently the trend has shifted towards the use of wet/dry scrubbing with baghouses. The scrubbing process, which has become a requirement for the removal of acid gas constituents from the air stream, appears to be gaining greater use with baghouses than with electrostatic precipitators.

Two privately-owned solid waste incinerators operate in Whatcom County. They are Recomp of Washington, Inc. (formerly, Thermal Reduction Company, Inc.), and Olivine Corporation. Facility locations are indicated in Chapter 3, on Map 3-1, "Whatcom County Solid Waste Sites."

Recomp of Washington, Inc. (Recomp)

The Recomp facility is a combined incineration and waste export transfer facility. Incoming waste is classified and directed to a suitable component of the facility. This process is described in greater detail in Chapter 7, Municipal Solid Waste Processing and Export. During 1996, Recomp incinerated 29,357 tons of waste, including 26,336 tons of MSW, 2,740 tons of medical waste and 281 tons of maritime waste from Vancouver, B.C.

The two Recomp incinerators have a "nominal rating" that allows them to burn a combined total of 100 tons of materials per day. The tonnage burned varies both above and below the 100-ton measure depending on the composition of the materials and the mixture of incinerables that achieves the best burning rate. The two Consumat CS2000 incinerators currently in operation at the Recomp facility were installed in 1986. Each modular incinerator has two chambers, one operating in a starved air mode and the other operating in an excess air mode. The incinerators include an automatic ash removal system.

Fly ash, bottom ash, and spent lime from the acid gas scrubber are currently combined and shipped to an ash monofill in Roosevelt, Washington.

Energy recovery is incorporated into the Recomp facility. A boiler produces steam, which is used to drive a 1.2 megawatt generator. A portion of this power is used to off-set Recomp's internal power needs, with the remainder available for marketing to Puget Power. A new agreement with Puget Power is currently being negotiated (see below under "Energy Markets").

The incineration system experiences little down-time except for routine maintenance. Recomp expects 5 to 7 percent down-time per year. In the event of plant shutdown or major failure, Recomp can store up to 1000 tons of incinerable waste on site subject to the Health Department's 72 hour storage limit.

Recomp's incineration facility was built pursuant to its municipal solid waste disposal contract with the City of Bellingham (the currently applicable provisions of which are attached as Appendix D). In 1993, as part of amendments to that contract, the City exercised options, which previously had been granted to the City to extend the term of that agreement to the year 2006. Under the terms of the contract, Recomp is required to dispose of all residential and non-residential MSW generated within the City, and may do so either through incineration, through export to a landfill, or by any other means which Recomp is permitted to employ. According to Recomp, approximately 38,521 tons of MSW were delivered in 1995.

The previous 1985 contract between the City of Bellingham and Recomp did not include specific provisions for the scrubber/baghouse improvements. The City of Bellingham and Recomp negotiated a subsequent agreement for the repayment of the costs associated with the added pollution control equipment and an ash storage facility. These costs were estimated at \$1.6 million for added pollution control equipment and \$1.6 million for the temporary ash storage facility.

In December 1993, the City of Bellingham and Recomp signed an amended and restated disposal services agreement, which made a number of modifications to their contract. As amended, the contract required Recomp to dispose of ash from its incineration of City MSW, which Recomp had stored in a temporary ash storage facility constructed under its contract with Bellingham and under permit from the Department of Ecology. Of the flat \$100/ton disposal fee provided for by the amendments, \$6.58/ton was intended to compensate Recomp for removal and ultimate disposal of the stored ash. Although the contract as amended requires the City to take all practical and effective measures

necessary to assure all City MSW is delivered exclusively to Recomp's facility, no "put or pay" provisions requiring a minimum volume of deliveries is included. On September 7, 1997, Recomp and the City further amended the parties' contract to provide for a base disposal fee for MSW of \$69.50/ton, plus a surcharge of \$6.84/ton for removal of the temporarily-stored ash, and a separate \$65.00/ton charge for processing of source-separated yard waste from the City's yard waste drop-off site. (The City is given the alternative either to process yard waste itself, or to have processing done by a third party [subject to Recomp's right of first refusal to meet the alternative site's price and terms].) The amendment also eliminated provisions requiring Recomp to offer the City prices and terms offered to others and other outdated provisions related to the County's abandoned flow control system.

Recomp also has a contract with Browning-Ferris Industries (BFI) to incinerate and dispose of bio-medical wastes. Recomp incinerated 2,740 tons of medical waste in 1996. Recomp's tipping fees for medical waste are higher than for other waste. The precise amount is unknown, because the company considers the information proprietary.

Recomp does not knowingly accept any wastes for incineration which are categorized as hazardous under the RCRA regulations.

Olivine

The Olivine Corporation incinerator began operation in August 1985 under an experimental permit that allowed the incineration of 50 tons of solid waste per day. An appeal of the company's permit to the Pollution Control Hearings Board forced closure of the facility in November 1986. Olivine installed emission control devices and applied in early 1988 for permission to operate experimentally again. In mid-May 1988, Olivine obtained the necessary permits for an experimental operation to handle 50 tons per day over a one-year period. In May 1989, the experimental permit was extended for 90 days. The incinerator reached its 100-ton-per-day capacity during this experimental period by burning larger amounts during a shorter time span. It maintained a 50-ton per day average, however. Olivine ceased experimental operation in November 1989 to re-permit, and the plant was idle until late 1993, when test burns were conducted in anticipation of permitting for full operation in 1994.

After ceasing experimental operation in 1989, Olivine upgraded the plant and reapplied for permanent operating permits. Improvements include an acid gas scrubber, baghouse, and new air quality and emission monitoring equipment. The capital costs of both original plant construction and improvements are estimated to be \$3.5 million.

During 1992 and 1993, Olivine and the Health Department negotiated a number of issues related to the granting of a new operating permit. These issues included the permanent closure of the existing ash cell, improved waste water handling, and financial assurance requirements. By the end of 1994, Olivine had met Health Department permit requirements and had been granted an operating permit.

Olivine and Recomp negotiated an agreement whereby Recomp received mixed waste from generators and haulers, and then processed or incinerated the appropriate fractions.

Olivine was allowed access to the portion that could not be processed or incinerated by Recomp. Olivine incinerated materials that they could handle, with the remaining non-incinerable materials exported from the Recomp facility. Under this agreement, Olivine incinerated approximately 20,000 tons of MSW in 1994, 30,000 tons in 1995, and 6,000 tons in 1996. As of July 1996, Olivine was operating independent of their previous Recomp subcontract and was accepting waste directly from the public.

Olivine considers the life expectancy of their incinerator to be 20 years. The incinerator has operated on an irregular basis in the past because of its experimental status. However, the company anticipates a 96-percent operating capability when it is fully licensed.

The plant can store up to 300 tons of solid waste, an amount that could be accommodated during the typical 15 days of operation shut-down staggered throughout each year. If because of downtime Olivine reaches its storage capacity, Olivine will cease to accept additional waste.

Olivine separates fly and bottom ash. Some years back, Olivine landfilled its bottom ash on site, while its fly ash was solidified and stored for eventual disposal at Chemical Waste Management's Arlington, Oregon, landfill. Ash currently generated from MSW incineration at Olivine is permitted to be used in the fabrication of construction blocks or disposed of at an incinerator ash cell at the Roosevelt landfill in Klickitat County. However, as of December 31, 1997, Olivine was improperly storing ash in exposed piles and has been ordered by the Department of Ecology to properly dispose of the ash.

Cogeneration

Whatcom County has a number of local and regional markets for energy produced by cogeneration with incinerators. While the markets for heat and/or steam appear strong, marketing opportunities are limited due to the need for close proximity between generator and consumer.

Energy Markets

The most readily marketable form of energy derived through the incineration of solid wastes is electrical power. Although steam and district heating/cooling can be a more thermally efficient use of heat, both require the end user to be located in close proximity to the disposal plant. Electricity, on the other hand, may be distributed through existing networks and therefore is less location-dependent.

Puget Power, the local electrical power utility, provides an essentially unlimited market for energy recovery-generated power. It currently bases its purchase price on the estimated cost it would incur to produce the equivalent amount of power with a new facility. Purchase prices are then negotiated according to the volume, seasonal availability, and the anticipated reliability of the potential source.

Recomp has 1.2 megawatts of generating capacity. Generated power is first used to power plant operations (incineration and materials processing), and then excess power is

considered available for marketing. Recomp used up to 0.7 to 0.8 megawatts of their generating capacity to run their plant when the waste processing and MSW composting components were operated. Recomp has an interim contract with Puget Power, and has marketed excess power in the past at a price of \$0.015 per kilowatt/hour.

Olivine installed a 1.0 megawatt generator as part of the general plant upgrade performed since November 1990. Olivine currently uses all generated power on-site.

10.2 Needs and Opportunities

Both Recomp and Olivine will need to continue to manage their fly and bottom ash. Recomp will continue removal of ash stored in its temporary ash storage facility, as provided for by its contract with the City of Bellingham and by agreement with the Department of Ecology. Ash generated from on-going operations at Recomp and Olivine will need to be managed in accordance with current laws and regulations. While most ash may be exported to special ash monofills, some opportunities may be available to produce beneficial use products from all or some ash components.

10.3 Alternatives

This section will focus on two levels of alternatives: alternatives to incineration, and alternatives for the existing incineration facilities.

Alternatives to Incineration

Three primary disposal alternatives are available to incineration: increased waste prevention and recycling, waste export, and in-county landfilling:

- (1) **Waste Prevention and Recycling:** Increased waste prevention and recycling would reduce waste stream volumes and reduce the need for incineration. Waste prevention is discussed in Chapter 4 and is an integral component of this Plan. Increased recycling or composting could include both additional source-separated programs and additional efforts to recover materials through mechanical processing of MSW. These alternatives are discussed in detail in Chapters 5 and 7, respectively, and are integral components of this Plan.
- (2) **Waste Export:** Essentially all of the materials delivered to disposal facilities could be exported to an out-of-county landfill. Waste export is an integral part of this Plan and is further discussed in Chapter 7.
- (3) **In-County Landfill:** A significant amount of effort has been applied by the County to develop an in-county MSW landfill. After repeated attempts, active efforts have ceased. In-county landfills are further discussed in Chapter 11.

Alternatives for Incineration

Only Recomp currently has incinerator ash stored on-site. Two ash management options are available for ash generated by Olivine and Recomp: processing into products with a beneficial use, or export to a permitted ash landfill:

- (1) Alternative uses or processes for creating products from incinerator ash could be further investigated and, if feasible, implemented. Recomp previously investigated the option of ash glassification, although the project was eventually abandoned. Olivine is also investigating alternative ash uses such as concrete and vitrified aggregate.
- (2) Recomp and Olivine could export incinerator ash to an ash monofill. The Rabanco Regional Landfill in Klickitat County has an ash monofill designed and permitted to accept incinerator ash.

10.4 Recommendations

Recommendations for Recomp's and Olivine's incinerators were developed by the Whatcom County Solid Waste Advisory Committee Comprehensive Plan Subcommittee during a meeting in September of 1996. Recommendations were further reviewed and approved by the full Solid Waste Advisory Committee in February of 1998 and the Solid Waste Executive Committee in April of 1998.

Recommendations, including implementation responsibilities and procedures, are discussed below. Implementation schedules are provided in Table 10-1. County staffing requirements are expressed in "Full Time Equivalents" (FTEs), where 0.1 FTE is equal to 180 hours of staff time per year.

Recommendation 10-1: Retain Incineration Systems. Incineration will continue to be utilized in the disposal of waste, if and to the extent that it is financially and otherwise practical for the privately-owned facilities operating incinerators within the county to continue making use of those facilities.

Recommendation 10-2: Manage Ash Through Export or Production of Beneficial Products. Recomp will continue its removal of the ash stored in its permitted temporary ash storage facility in accordance with its contract with the City of Bellingham and its agreement with the Department of Ecology. Ash currently generated at Recomp will be exported to the ash monofill in Klickitat County, unless efforts to produce beneficial products from ash prove feasible. Olivine's ash will continue to be used in the fabrication of construction blocks or disposed of at an incinerator ash cell at the Roosevelt landfill in Klickitat County. Ash management will comply with local, state, and federal laws and regulations.

CHAPTER 11. LANDFILL

Whatcom County's waste disposal system does not currently include an in-county landfill for municipal solid waste (MSW). All MSW generated within Whatcom County for disposal is currently incinerated or exported to regional landfills, as described in Chapter 10.

This chapter describes recent attempts to site an in-county MSW landfill, the existing private construction/demolition landfill, existing industrial landfills, closed landfills, and ashfills.

11.1 Existing Conditions

Recent History of Cedarville Landfill and County Landfill Development Attempts

During the late 1980s, the County relied on private disposal companies and the Cedarville landfill to provide for Whatcom County's waste disposal needs. Recomp (Thermal Reduction Company at the time) provided contracted incineration services to the City of Bellingham and the City of Ferndale. Olivine incinerated a portion of the County waste stream as periodic experimental operation allowed. The County's Cedarville landfill provided primary disposal for unincorporated areas and cities not contracting for incineration. It also provided bypass capacity for non-incinerable and downtime wastes from Thermal Reduction Company.

During the operation of the Cedarville site, landfill disposal fees provided sufficient revenues to cover administration, operation and maintenance costs (including leachate control and groundwater monitoring), waste prevention and recycling programs, and to contribute reserve moneys to fund facility closure and post-closure improvements and maintenance costs.

The Cedarville landfill was closed on February 19, 1990, in response to the availability of a privately operated (Recomp) waste export system. Since then, the County has relied on private processing and disposal facilities to serve County residents.

While Cedarville provided for landfill disposal needs during the 1980s, concerns over meeting minimum function standards, limited site capacity, and the need for a permanent ash disposal facility led the SWAC to recommend that the County seek a replacement landfill site. A multipurpose landfill was envisioned, with monofills dedicated to MSW, incinerator ash, and construction/demolition materials. The SWAC recognized that the proposed landfill would be costly and difficult to site and therefore recommended that a site with at least 50 years of capacity should be obtained.

In 1988, the County retained a consulting firm to assist with the siting process. Preliminary minimum site requirements were established, based on Minimum Functional Standards (MFS) siting criteria and local criteria such as size and zoning. Advertisements soliciting potential landfill sites were placed in local papers. Simultaneously, maps were prepared delineating broad areas that passed or failed basic siting criteria. Areas that potentially met the County's initial siting criteria are shown on Map 11-1. Consultant and County staff reviewed the remaining areas for large parcels of property that appeared to be potential landfill sites. As a result of this review, a total of 550 properties were identified. After contacting property

owners to determine which sites might be available, 51 sites were determined to be potentially available.

The 51 sites were then screened, based on the County's preliminary minimum site requirements. Most sites were eliminated during this step, leaving 14 potential sites for further investigation. Each of the 14 sites was then visited and reviewed by consultant and County staff and SWAC members. Based on these visits and further evaluation, three of the sites were chosen as finalists for detailed site investigations – two at Cherry Point and one on Stewart Mountain off the Mt. Baker Highway (SR 542). One of the Cherry Point sites was identified as the preferred site due to its size, location, and ownership by the State Department of Natural Resources, which was expected to ease the site procurement process.

Field investigations were then performed simultaneously for the three finalist sites. Investigations included archaeological and historical site reviews, hydrogeologic investigations, traffic and transportation studies, noise analyses, surface water evaluation, and wetlands surveys.

All finalist sites had disadvantages. The two Cherry Point sites had extensive wetlands, while the Stewart Mountain site was underlain with abandoned coal shafts, and groundwater was found to be unacceptably close to the surface.

A decision was made to pursue the preferred DNR/Cherry Point site and proceed with the wetlands permitting process. Since a significant portion of the preferred site contained wetlands, an extended Army Corps of Engineers permitting process was anticipated under "Section 404" of the Clean Water Act. A "pre-application" meeting was held between the County and the Army Corps of Engineers on October 17, 1990, to discuss the feasibility of proceeding with the permitting process. Based on this meeting, several conclusions were reached:

- Additional documentation would need to be developed for all 14 potential landfill sites to allow a full analysis of alternatives available to wetland elimination.
- A full wetlands assessment of the preferred site would need to be conducted.
- A minimum two-year processing time would be necessary to receive a permit, if a permit were even granted.
- Wetland loss would need to be mitigated on a 1:1 to 1:3 basis. In other words, for each acre of wetland lost, one to three acres of replacement wetland would need to be created or restored.
- No wetland permit would be necessary for developing the non-wetland portion of the site. Approximately 25-30 percent of the preferred parcel was anticipated to be upland.

The conclusion reached from the pre-application meeting was that the landfill siting process would be more lengthy and costly than previously assumed, and that there was significant uncertainty as to whether the development process would ever be successful.

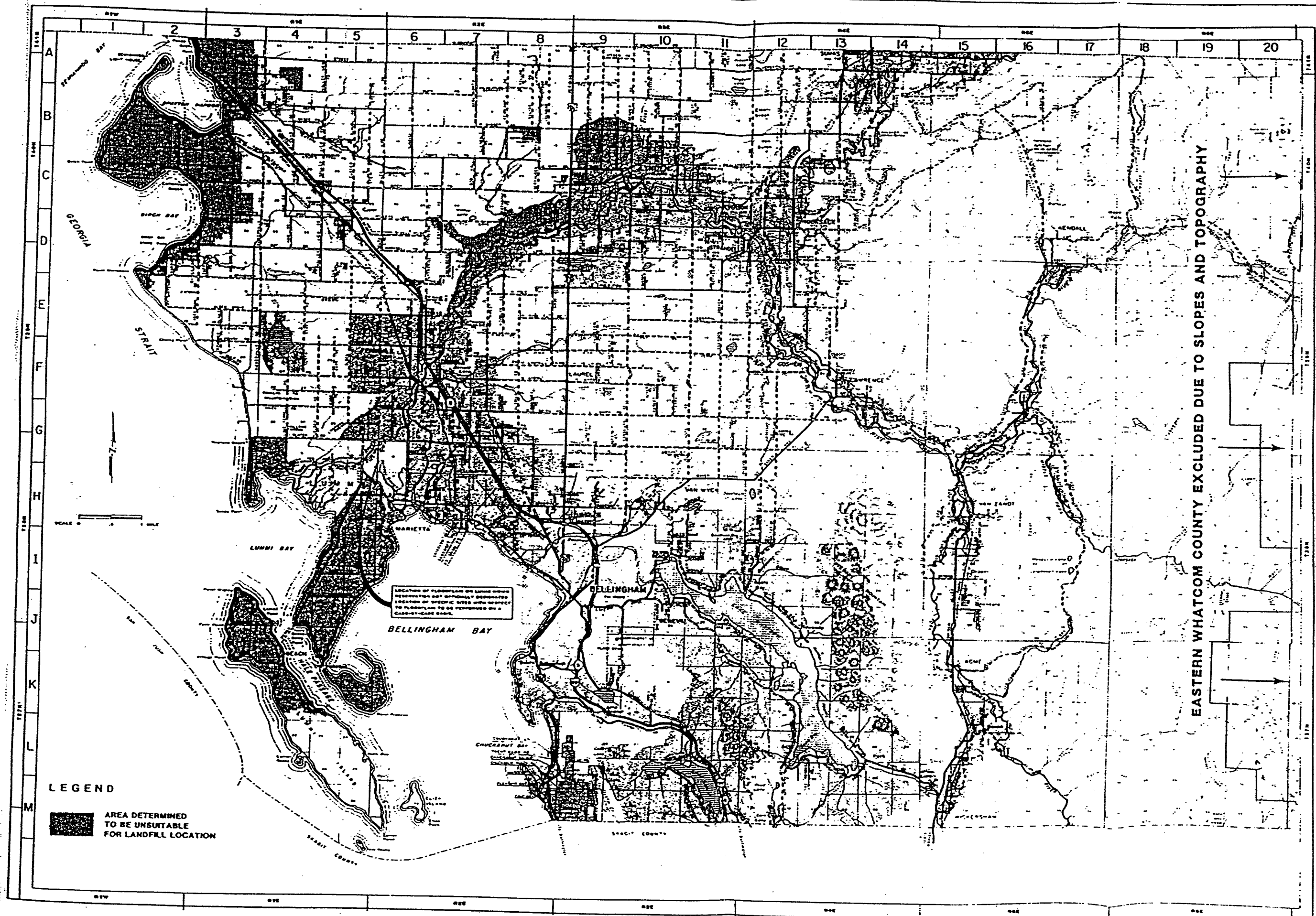


Figure 1
 AREAS IN CONFORMANCE WITH MINIMUM REQUIREMENTS

WHATCOM COUNTY
 SANITARY LANDFILL SITING
 WHATCOM COUNTY, WASHINGTON

MAP SOURCE: WHATCOM COUNTY

While the County was conducting the above-described siting process, several events occurred that raised questions about the necessity for a new landfill. First, the waste export disposal system developed by Recomp was operating successfully, indicating that waste export could provide a permanent solution to the problem of non-processable waste. Second, Recomp announced plans to build a MSW composter to handle County waste. Third, Recomp announced its intentions to proceed with ash glassification, thereby eliminating the need to construct a permanent ash landfill. Finally, the County Construction Recyclers construction/demolition landfill started operations, eliminating the need for a County-owned construction/demolition landfill.

The combination of siting difficulties and the simultaneous development of private disposal capacity led the County, late in the Fall of 1990, to abandon active efforts to site a County-owned landfill.

Future Landfill Development

As provided in RCW 70.95.090, each Solid Waste Management Plan shall include a review of potential areas that meet the criteria as outlined in RCW 70.95.165. Any solid waste disposal facility sited in Whatcom County shall be in conformance with the locational standards set forth in WAC 173-304-130. These criteria include geology, groundwater, soil, flooding, surface water, slope, cover material, capacity, climatic factors, land use, and toxic air emissions.

These siting criteria apply to all new and expanded disposal sites including landfills, landspreading disposal sites, and piles and surface impoundments that are to be closed as landfills. They do not apply to energy recovery or incineration sites, recycling centers, transfer stations, and most inert or demolition waste sites.

Prior to locating a new landfill site, a detailed siting study should be made, and sites will be evaluated by the siting criteria as required in the statute. Certain potential sites within the County will be eliminated from consideration if the site area contains:

- geological hazards
- sole-source aquifers
- municipal watersheds and other nearby bodies of water
- nearby airports
- critical habitat for endangered and threatened species
- nearby national and state park boundaries
- local laws and policies excluding solid waste facility sites
- incorporated city limits
- wetlands

The landfill development process can be divided into the following eight sequential tasks:

Task 1 - Define landfill requirements.

Task 2 - Develop landfill siting fatal flaw and ranking criteria in accordance with WAC 173-304 and other existing laws and regulations.

Task 3 - Identify a reasonable number of potential landfill sites that pass fatal flaw criteria.

Task 4 - Screen potential landfill sites against ranking criteria.

Task 5 - Select at least 8 candidate sites for general evaluation.

Task 6 - Begin State Environmental Policy Act (SEPA) scoping process; evaluate candidate sites and select 2-3 finalist sites.

Task 7 - Conduct thorough evaluation (including site specific SEPA evaluation) to determine the best of the alternative sites.

Task 8 - Complete SEPA requirements, including mitigation, if required, on the selected site.

The first 6 of these tasks were performed during the 1988-1990 landfill development effort. The results of these efforts are described in County documents and reports available at the County Solid Waste Division offices. The full landfill siting analysis has not been included in this Plan.

At the time this Plan was written, the County had no active MSW landfills, and none were planned. If, in the future, a local MSW landfill becomes necessary, the previously described development process would likely be used.

Operating Construction/Demolition and Industrial Landfills

County Construction Recyclers, Inc. (CCR)

CCR owns and operates a construction and demolition landfill at their Hemmi Road site in central Whatcom County. The landfill is open to both in-County and out-of-County generators and haulers. Site operation began in February 1990. The site received 21,005 cubic yards of material in 1996, with 1,945 cubic yards recycled and 19,060 yards landfilled. Some out-of-county waste has historically been received, although the volume of imported waste has diminished as additional sites become available in Western Washington and more recycling occurs. CCR has a site operations/closure plan, monitors surface water quality, and meets Whatcom County Health Department and Minimum Function Standards requirements.

As of September, 1997, disposal charges at CCR were \$16.00 per yard.

The total designed capacity of the site is 295,000 cubic yards, which at 1991/1992 rates of landfilling would be exhausted in the year 2000 or shortly thereafter. However, since landfilling volumes declined in recent years, the currently permitted capacity may not be reached until later in the next decade. The physical capacity of the site may be larger than currently permitted, allowing for some expansion if regulatory requirements are met. As of the end of 1996, approximately 80,000 cubic yards of landfill capacity remained.

Georgia-Pacific

Georgia-Pacific (G-P) previously disposed of bark and other log handling waste as well as pulp clarifier waste, on two different properties: a landfill at Hilltop Farms off Everson-Goshen Road, north of Bellingham, and a landfill on Port of Bellingham property near the Port's airport. The Port of Bellingham fill has been discontinued and closed as of Spring 1992. Some clarifier waste and all boiler ash is currently exported and disposed at the Rabanco Regional Landfill in Klickitat County. The Hilltop farms site is used for log yard waste (bark, small wood debris) only, and has sufficient capacity for continued use past the planning period. Both landfills are equipped with groundwater monitoring wells. The Hilltop site is permitted under the County Health Department.

G-P has installed equipment that has almost eliminated clarifier waste by compressing, dewatering, and using materials as a hog fuel supplement in their process steam boilers. Likewise, G-P has been successful in marketing some log yard waste to bark processors for recycling and resale as beauty bark.

ARCO

ARCO previously operated two trench landfills on their site for non-hazardous refinery wastes such as sulfur and aluminum oxide. Each cell was less than one acre in size. These landfills were closed in 1990, and solid wastes are now shipped off site for recycling or disposal.

Inert materials such as soil, concrete, and gravel are spread on the property as construction needs dictate, and are not considered solid wastes. In 1996, 3,861 cubic yards of "biosludge" and 700 cubic yards of petroleum contaminated soils were land applied at the facility.

No other solid wastes are disposed on site. MSW, construction/demolition, and other plant solid wastes are transported off site for disposal.

TOSCO (formerly BP Oil Company)

Inert materials such as concrete without rebar, road asphalt, clean firebrick, and clean soil are spread on a 3.5 acre site on TOSCO's refinery site, under a County fill and grade permit. About 1,000 cubic yards of inert materials are spread annually. This fill material is not considered a solid waste.

No other solid wastes are disposed on site. MSW, construction/demolition, and other plant solid wastes are transported off site for disposal.

Intalco

Intalco Aluminum Corporation handles most of its waste materials on-site. Intalco operates two landfill cells: a double-lined cell 6.7 acres in size, and a triple-lined cell 3.4 acres in size. These two cells were completed in late 1986, with the triple-lined cell expanded and doubled in size in 1990. In 1995, the double-lined landfill was used to dispose of 8,268 tons of inert waste, 3,430 dry tons of sludge, and 583 tons of miscellaneous waste. Also in 1995, approximately 22 tons of demolition waste were landfilled. Additional regulated wastes such

as carbon and salt block were landfilled in the triple-lined landfill, which is regulated under RCRA Subtitle C under EPA and Ecology authority. Asbestos is transported to Arlington, Oregon.

Foothills Recycling

Foothills Recycling is a landfill and recycling yard located in the 4100 to 4500 block of Highway 9 on Nooksack Indian Trust Land. The landfill has been in operation since approximately 1993. The landfill is operated by a Nooksack tribal member but may not be sanctioned by the Tribal Council. The landfill is located in a washout channel of the south fork of the Nooksack River and the surrounding riparian zone. The landfill is described as a "demolition landfill", however, site visits by local authorities and others have identified that materials other than State described demolition wastes are deposited at the site. The landfill lacks environmental protection controls as required by state and local regulations.

The outdoor recycling storage yard is located adjacent to, and on top of the landfill area. The recycling commodities appear to be of automotive and white goods nature. Currently there is a substantial number of hulk automobiles stored at the site. Large and small scale burning, in a fairly frequent basis, occurs at the site.

The landfill is known to accept waste from non-Indian origin from Whatcom County. It is believed that waste is also received from Skagit, Snohomish and King Counties. The site appears to be used mainly by contractors, depositing other people's waste generated from job sites rather than by "self-haulers".

Local or state authorities do not regulate the site, therefore, little is known about waste disposal and recycling volumes at the site. Since it is believed that a significant portion of the locally generated demolition waste is deposited at the site, the activities on this site will skew the waste generation rates as reported in this document.

It should be noted that the County has requested the aid of the State Department of Ecology (DOE) and the Environmental Protection Agency (EPA) in assessing the location of the disposal site and the lack of environmental controls. The DOE has deferred the jurisdictional authority to the EPA. The EPA has not indicated to the County that they are interested in taking action as of the time of this plan.

Closed MSW and Construction/Demolition Landfills

Until the late 1970s and early 1980s, multiple small landfills were distributed throughout the County. Most of these "dumps" were either unregulated or marginally regulated and owned by various parties. These landfills were closed during the late 1970s and early 1980s during a concerted push to upgrade the disposal system in the County. The small landfills were replaced by private incinerators and the new cell(s) developed at Cedarville. Table 11-1 contains a list of the known small landfills that were in existence at the time that the Whatcom County Council of Governments evaluated the disposal system in the early 1970s. Closed County landfills (Cedarville, Birch Bay-Lynden, Point Roberts, and Y-Road) are also indicated in the table.

The status of the County-owned landfills closed since 1984 is discussed below:

Cedarville

No waste has been deposited at the Cedarville landfill since February 1990. The landfill was intended to be "inactive," but continued to be available to provide back-up capacity in case private disposal facilities failed. Since the privately-operated waste processing and export disposal system has proven to be viable, the retention of the Cedarville landfill was unnecessary.

The Cedarville landfill was closed to current Minimum Functional Standards (MFS) [WAC 173-304]. Phase I closure activities occurred at the facility in 1990 and 1991. These improvements included the final cover on the sides of the landfill, an interim cover on the landfill top, drainage improvements, and a passive landfill gas control system. The total cost of Phase I closure activities was \$1.13 million, including work related to placing a new two-foot clay cover (per MFS) over the abandoned eastern cell previously closed in 1980.

Phase II closure activities included upgrading the landfill gas control system and the installation of a 60 mil geosynthetic cover over the top portion of the landfill at a cost of \$420,000. Formal closure activities were completed in September 1993. With the September, 1993 closure of the landfill, the County entered the post-closure monitoring phase.

Point Roberts

The County-owned Point Roberts landfill accepted MSW from 1982 until April 1985, when operation ceased due to the potential costs associated with meeting the then-new MFS. At the time of closure, the landfill was slightly less than one acre in size. The landfill area was next used only for construction/demolition wastes until a separate area was designated for these wastes in 1988. The new construction/demolition landfill area was adjacent to the previously-used sanitary landfill and was anticipated to have a capacity of approximately 40,000 cubic yards.

In 1990, both the earlier MSW landfill and the newer construction/demolition landfill were closed to WAC 173-304 standards at a cost of \$195,000. Although the site has no dedicated monitoring wells at this time, groundwater quality has been tested at abandoned domestic wells in the vicinity of the closed landfill. The landfill has now entered the post-closure monitoring phase. Post-closure activities include periodic visual inspections to confirm landfill cover integrity as well as periodic gas monitoring.

Point Roberts waste is now handled through a drop box station installed to allow the transfer of waste to other facilities. MSW, construction/demolition waste, and scrap metal are now hauled to other facilities in Whatcom County [see Chapter 9, Transfer].

Y-Road

The Y-Road landfill was closed to MSW disposal on June 30, 1984. The decision to close Y-Road to municipal waste followed a 1984 water quality study that assessed the potential impact of the landfill on the Lake Whatcom watershed. The study found no indication of

water quality degradation in existing domestic wells in the site vicinity, but recommended improved surface water diversion techniques and a subsurface and surface water monitoring program if the site continued to be used as a sanitary landfill.

Although the site was closed to MSW landfilling, continued use of the 10-acre site for limited disposal of construction and demolition debris was approved by the Health Department and was permitted on an annual basis. The landfill was only used by general contractors through prior arrangement with the Department of Public Works.

Until mid-1987, construction and demolition waste was mounded above the cover of the closed landfill because the Department of Public Works thought this practice would improve the drainage characteristics. Mounding over the trench areas has not been practiced since August, 1987, when a separate cell was developed. This facility has been closed to all types of waste since August 1989.

The MSW cells were closed to WAC 173-301 standards in 1984 and the construction/demolition waste later placed on both the MSW cell footprint and the separate cell was later covered and closed to WAC 173-304 standards. The landfill has now entered the post-closure monitoring phase.

Closed Ash Landfills

Olivine

The Olivine Corporation's experimental incinerator facility had an on-site ashfill permitted as a part of their experimental facility permit. Only bottom ash was disposed of in the ashfill; fly ash was stored in an on-site building with the approval of the Health Department and ultimately shipped to the Waste Management landfill in Arlington, Oregon in solidified form. Two cells were used for ash: One cell operated under a 1985 experimental facility permit, and the other cell was used through the end of experimental operation in 1989.

The second cell was closed in 1993 to WAC 173-304 standards. A financial assurance plan has been approved by the Health Department.

A groundwater monitoring system installed at the site allows monitoring of the groundwater affected by both cells. Leachate is now directed to a holding area from where it will be injected into the incinerator. If leachate production exceeds the holding pond capacity, the excess amount is transported to the County's leachate pre-treatment facility at the City of Ferndale's wastewater treatment plants.

Recomp

Recomp owns and operates an ash storage and disposal facility for combined fly ash and bottom ash in conjunction with its incineration plant. Until November 1989, combined fly and bottom ash were landfilled on site, to the north of the current plant.

Two landfill sites were used for disposing and/or storing ash. The northernmost site has been closed to WAC 173-304 standards. In 1988, the ash pile on the southern landfill reached and exceeded the maximum permitted elevation, and Recomp received variances

from Ecology to temporarily stockpile the ash above this elevation. As the stockpile accumulated, it was covered with a polyethylene membrane.

The variance for stockpiling was contingent on a number of events, one of which was the completion of a new temporary ash storage facility. With the construction of the temporary facility, stockpiling was no longer necessary, and the top portion of the stockpile was shifted to the temporary ash storage facility. When the temporary ash stockpile was removed from the southern landfill, the underlying landfill received final closure improvements to WAC 173-304 standards.

Since the southern ash cell was closed in the Fall of 1989, prior to the November 1989 regulatory cut-off date, Recomp was not required to develop a financial assurance and groundwater monitoring program. However, since incinerator ash is still actively handled at the site, the pre-existing groundwater monitoring system has been maintained.

The entire northern section of the property has a groundwater monitoring program. Leachate is collected at the northwest corner of the site and pumped into the City of Ferndale's sanitary sewer system, where it is treated and disposed of through the City's wastewater treatment plant.

Recomp and the City of Bellingham agreed in their 1993 contract that Recomp will be financially and operationally responsible for the exporting of the contents of the ash storage facility. Exporting activities will be spread over time, with Recomp obligated by its agreements with the Department of Ecology and the city of Bellingham to complete removal and export by May 1, 2002. Ash management is further discussed in Chapter 10, Incineration/Energy Recovery.

Table 11-1 Closed Solid Waste Landfills of Record

Number	Common Name	Ownership	Location	Year Closed	Closure Standard	Materials Accepted
1	Blaine	City of Blaine	36-41-1W	c. 1970	Unknown	MSW
2	Birch Bay-Lynden	Whatcom County	29-40-1E	1983	WAC 173-301	MSW
3	Custer Township	Private	26-40-1E	c. 1967-70	Unknown	MSW
4	Lynden	City of Lynden	24-40-2E	1981	WAC 173-301	MSW
5	Alm Road (Nooksack)	State of WA	21-40-4E	1982	WAC 173-301	MSW
6	Kendall	Private	21,22-40-5E	c. 1975	Unknown	MSW
7	Maple Falls	Cemetery Dist. #3	28-40-5E	1983	WAC 173-301	MSW
8	Glacier	US Forest Service	5,8-39-7E	c. 1975	Unknown	MSW
9	Ferndale	City of Ferndale	29-39-2E	1979	WAC 173-301	MSW
10	Tennile	Private	24-39-3E	1982	WAC 173-301	MSW
11	Cedarville (Lawrence) I	Whatcom County	28-39-4E	1980/1990	WAC 173-301/304	MSW/CD
12	Van Zandt	Private	17-38-5E	c. 1967-70	Unknown	MSW/CD
13	Acme I	State of WA	4-37-5E	1977	Unknown	MSW/CD
14	Acme II	State of WA	4,5-37-5E	c. 1967-70	Unknown	MSW/CD
15	Y-Road I	Private	19-38-4E	1984/1989	Unknown	MSW/CD
16	Y-Road II	Whatcom County	19-38-4E	c. 1967-70	Unknown	MSW/CD
17	Crescent	Private	35-37-3E	1964	Unknown	MSW
18	Cornwall Ave/Tidelands	Dept. of Nat. Resources	36-38-2E	1974	Unknown	MSW
19	Roeder Avenue/Tidelands	Sanitary Svc Company	19-38-2E	1972	Unknown	MSW
20	Marietta	Lummi Indian Res.	18-38-1E	1979	Tribal Jurisdiction	MSW
21	Chief Martin Road	Lummi Indian Res.	24-38-1E	1983	Tribal Jurisdiction	MSW
22	Point Roberts I	Point Roberts Park	2-41-3W	1986/91	WAC 173-301	MSW
23	Point Roberts II	Whatcom County	2-41-3W	1990/1993	WAC 173-304	MSW/CD
24	Cedarville II	Whatcom County	28-39-4E	1993	WAC 173-304	MSW/ASB
25	Olivine I & II	Olivine Corporation	3-38-2E	1985	WAC 173-304	Bottom Ash
26	Recomp I	Recomp of Washington	33-39-2E	1988	WAC 173-301	Bot/Fly Ash
27	Recomp II	Recomp of Washington	33-39-2E	1992	WAC 173-304	Bot/Fly Ash
28	Airport	Georgia Pacific	9,10-38-2E	1989	WAC 173-304	Ash/Clarifier
29	Intalco	Intalco	20-39-1E	1989	WAC 173-304	ISW

Note: Some information derived from Whatcom County Council of Governments' "Solid Waste Management Interim Report of Existing Conditions, Part 1, July 1971." Multiple closure dates indicate cell closures. Site numbers are for identification purposes only. Materials Accepted: MSW=Municipal Solid Waste, CD = Construction/Demolition, ASB = Asbestos, ISW = Industrial Solid Waste.

11.2 Needs and Opportunities

Operating Construction/Demolition and Industrial Landfills

County Construction Recyclers is currently the only permitted general purpose construction and demolition landfill in the county. As the site continues to operate and add additional cells, the operators will need to continue complying with their Health Department operating permit, including surface water monitoring and leachate control.

Since the CCR landfill is expected to reach its permitted capacity soon after the end of the decade, an alternative for construction/demolition materials will need to be planned.

The number of industrial landfills in Whatcom County has gradually been reduced as concerns over liability and increasingly stringent standards have increased. The remaining industrial landfills will need continued monitoring by the Whatcom County Health Department to ensure compliance with their operating permits.

Closed MSW and Construction/Demolition Landfills

The Cedarville landfill was the last County landfill that underwent closure. Final closure improvements were completed in September 1993. No other MSW landfills remain to be formally closed.

The County will continue to perform post-closure monitoring on closed County landfills. Post-closure activities include:

- **Groundwater Monitoring.** Groundwater monitoring is performed according to each site's closure plan. For example, the proposed groundwater monitoring schedule for the Cedarville Landfill is quarterly during the first year, semi-annually for years 1 through 5, and annually for years 6 through 20. Groundwater monitoring will be more frequent if contamination is suspected or detected. Likewise, if no difference is detected in upgradient and downgradient monitoring wells for 5 years, monitoring might be reduced. Approval is required from the Whatcom County Health Department and Ecology prior to any changes to the groundwater monitoring schedule.
- **Inspection of Cover and Drainage.** Closed landfill sites will continue to be inspected for physical changes in the cover system or drainage. These changes may include differential settlement, erosion, burrowing animals, damaged drainage channels, or deep-rooted vegetation.
- **Leachate Collection.** Leachate generation and composition will continue to be monitored. At Cedarville, leachate will continue to be collected and hauled to the Ferndale wastewater treatment plant as long as leachate production continues or until disposal is no longer necessary.
- **Gas monitoring.** Landfill gas generation will be monitored as necessary, according to closure plans. At Cedarville, gas probes were installed and have been monitored semi-annually.

At the time this Plan was written there was no planned MSW landfill disposal capacity in Whatcom County. In case of private business failure, catastrophe, transportation, or other system failure, a disposal backup could prove necessary. Contingency planning is discussed in Chapter 10, Waste Export.

Closed/Closing Ash Landfills and the Temporary Ash Storage Facility

The incinerator ash landfills at Recomp and Olivine have been formally closed and require no action other than periodic groundwater monitoring.

Recomp will need to provide final disposal for the ash stored in the temporary ash storage facility.

11.3 Alternatives

Operating Construction/Demolition and Industrial Landfills

Alternatives to CCR

If CCR closes prematurely for any reason and no other landfill disposal site is available, several alternatives may be available: additional processing and recycling of construction/demolition waste, waste export of construction/demolition materials to a regional landfill, and the development of a County-owned back-up landfill and processing site.

Intensive planning for the development of an alternative to the CCR landfill is expected to occur during the next planning period and will be addressed specifically in the next Plan.

- (1) The County or private facilities could purchase mechanized processing equipment to increase recovery levels of recyclable materials from c/d wastes. This alternative is further discussed in Chapter 5, Recycling.
- (2) Construction/demolition materials could be exported to an out-of-county landfill. If c/d wastes were exported, the associated disposal fees would be similar to MSW. Regional landfills operated by Waste Management, Inc., Rabanco, and Columbia Resources Company have adequate capacity to handle Whatcom County's c/d waste stream.
- (3) The County could procure a back-up site that could be used for landfilling or processing construction/demolition materials and/or landfilling asbestos waste, and could provide a viable alternative in case the emergency disposal of MSW became necessary. Even if such a site were not actively developed, purchasing or maintaining such a site might provide a backup alternative in case replacement c/d or MSW capacity were needed at relatively short notice.

Alternatives to Industrial Landfills

As noted previously, several private industrial landfills have closed due to liability concerns and regulatory costs. This movement can be expected to continue as the costs of operating

private facilities continue to rise, making waste prevention, recycling, and disposal at facilities with greater economies of scale more attractive.

Georgia-Pacific is expected to continue to have excess wood waste that will need to be processed, incinerated, or landfilled. Georgia-Pacific has pursued alternatives actively and can be expected to continue to research alternative markets that will reduce the volumes of materials landfilled.

The remaining landfill space at Intalco is specifically designed for regulated wastes.

Alternatives to private industrial landfills are not further evaluated in this Plan.

Closed MSW and Construction/Demolition Landfills

There is no alternative to post-closure monitoring of recently closed County landfills.

Ash Landfills

There is no alternative to the post-closure monitoring of closed private incinerator ash landfills.

Alternatives for currently generated incinerator ash and Recomp's Temporary Ash Storage Facility are discussed in Chapter 10, Incineration/Energy Recovery.

11.4 Recommendations

Recommendations for County and private landfills were developed by the Whatcom County Solid Waste Advisory Committee Comprehensive Plan Subcommittee during a September, 1996 meeting. Recommendations were further reviewed and approved by the full Solid Waste Advisory Committee in February of 1998 and the Solid Waste Executive Committee in April of 1998.

Recommendations, including implementation responsibilities and procedures, are discussed below. Implementation schedules are provided in Table 11-2. County staffing requirements are expressed in "Full Time Equivalent" (FTEs), where 0.1 FTE is equal to 180 hours of staff time per year.

Operating Construction/Demolition and Industrial Landfills

Recommendation 11-1: Develop Landfill Alternatives At least two years prior to reaching the permitted capacity of the CCR site, the County will start assessing alternatives to the private construction/demolition landfill. The alternatives should include, at a minimum, the following three management options listed in order of preference:

- (1) Additional source-separation activity to minimize the amount needing processing or disposal,
- (2) Recycling and/or processing of construction/demolition materials,

- (3) Expanding the CCR site, developing either a public or private in-county landfill, or exporting to an out-of-county landfill.

The County Public Works Department will be responsible for evaluating waste prevention, recycling, and disposal alternatives. If the landfill is expected to reach capacity around the year 2000, the County should initiate evaluation activities no later than 1998. If premature closure of the site appears probable, the evaluation should occur as soon as the possibility of closure is known. Once Whatcom County Public Works has completed its evaluation of alternatives, the Division's findings will be presented to the SWAC for review and recommendations. Based on SWAC recommendations and County Council and Administration direction, the preferred alternative will be pursued.

The evaluation will be conducted by WCPW. Existing staff is expected to perform this function at no additional cost.

Recommendation 11-2: Industrial Landfills Continue the private landfiling practices that the County's large industries are using for their wastes. Industrial landfills in Whatcom County will meet all local, state and federal regulatory requirements.

Closed MSW, C/D, Ash, and Industrial Landfills

Recommendation 11-3: Post Closure Monitoring Post closure monitoring will be continued as required by law and regulation.

The County Solid Waste Division will continue to provide post-closure monitoring at closed County landfills. These activities vary by landfill and will be conducted in accordance with each site's closure plan. Post-closure activities at County landfills include, but are not limited to, leachate management, testing and site maintenance, and are expected to require 0.15 FTE staffing and up to \$40,000 annually throughout the planning period.

The private operators for each construction/demolition landfill (CCR), incinerator ash landfill (Recomp and Olivine), and industrial landfill will be responsible for funding and carrying out post-closure activities at their respective sites, as required by the Whatcom County Health Department. The cost of post-closure activities at these sites is unknown.

Recommendation 11-4: Abandoned Landfills The County will establish a dedicated fund for the remediation of abandoned landfills, should future remediation be necessary.

Recommendation 11-5: Foothills Recycling The County will use all political, regulatory and legal means to encourage local, state and federal forces to bring this site into compliance or have it shut down.

CHAPTER 12. ADMINISTRATION AND ENFORCEMENT

This chapter reviews the administrative and enforcement mechanisms, jurisdictional and financing responsibilities for solid waste management in Whatcom County.

Local governments, regulatory agencies, collection companies, and disposal site operators cooperate to manage solid waste in Whatcom County. Administration of the system is also a cooperative effort among county and city councils and their agencies, the local health department, and state agencies.

12.1 Existing Conditions

12.1.1 Jurisdictional Roles and Responsibilities

Cities

Cities of Whatcom County administer their solid waste programs by ordinance and by contract with collection companies. No city within Whatcom County had municipally operated collection systems at the time this Plan was written. With the exception of Blaine, cities within the County undertake solid waste collection, and determine collection rates, frequency of service, and billing and record-keeping systems, through ordinances and/or contracts with private collection companies. In the Cities of Lynden, Everson, Nooksack and Sumas, these tasks are jointly developed, coordinated and managed through LENS, their intergovernmental authority. In Whatcom County, city-contracted collection companies provide direct billing services. Pursuant to interlocal agreements with the County, all cities have instituted mandatory garbage collection.

The City of Bellingham has a disposal contract with Recomp. No other cities within Whatcom County have independent disposal agreements, although the City of Ferndale has previously had separate disposal contracts.

The City of Bellingham also has a formal, staffed, litter control program. A deputized City staff member performs all litter and illegal dumping control activities, including investigating litter and illegal dumping complaints, providing enforcement, and cleaning up dumping sites.

Other cities also have litter control programs, although litter control activities are often informal and generally performed by public works or parks crews as needed.

Executive Committee

County solid waste management policy is reviewed and approved by an Executive Committee, established through the execution of interlocal agreements between the County and the cities. The committee consists of the County Executive and the mayor or mayor's representatives from each city. The committee is charged with reviewing and

recommending policy for the following items prior to action by the County Council or administration:

- Plan updates, revisions or amendments;
- Program implementation strategies for the Plan, including the recommendation of funding strategies and allocations;
- Revisions to County disposal surcharges or collection taxes; and
- The County's solid waste budget.

The committee also serves as an intergovernmental forum to discuss the direction of local solid waste management and to coordinate program implementation activities.

Northwest Air Pollution Authority (NWAPA)

The Northwest Air Pollution Authority has regional responsibility for regulating and enforcing air quality. Solid waste management activities that impact air quality fall under NWAPA's jurisdiction. NWAPA's regulatory activities in local solid waste management have historically been focused on the regulation of emissions for solid waste incinerators, the permitting of controlled burns of woody debris, including burns at landfills and transfer sites, and enforcement related to the use of burn barrels to burn solid waste.

With the passage of the Washington Clean Air Act, NWAPA will be increasing enforcement activities related to open burning, which may result in the disposal of additional woody debris in the County's solid waste stream.

Washington State Department of Ecology (Ecology)

Ecology is charged with promulgating and enforcing State regulations for solid waste disposal, air emissions, and wastewater and leachate discharges. The State solid waste regulations that Ecology enforces result from State legislation (RCW 70.95) and in response to Federal law such as the Resource Conservation and Recovery Act (RCRA).

Ecology reviews and approves local solid waste management plans, works with local health departments to enforce the State's Minimum Functional Standards (WAC 173-304), and permits incinerator ash disposal as authorized by RCW 70.138. Ecology may periodically revise facility standards for demolition landfills, compost facilities, and moderate risk waste facilities as part of the Minimum Functional Standards revisions.

Washington Utilities and Transportation Commission (WUTC)

The WUTC regulates private garbage and refuse collection companies that operate throughout Whatcom County. Cities with municipally-operated or contracted collection services are not subject to WUTC regulation. The Commission regulates collection fees and operating standards, as well as requiring annual revenue and expense reports for certificated collection companies. See Chapter 8, Collection, for an additional description of regulatory authorities.

With the passage of the County's 1990 Service Level Ordinance, the County took an active role in defining local solid waste collection services. Through the Ordinance and successive amendments, the County defined minimum garbage and recycling collection services and set collection charge rate policies. The WUTC is then responsible for regulating the certificated haulers' services within the framework of the County's Service Level Ordinance.

The WUTC also reviews the County's Comprehensive Solid Waste Management Plan during the approval process and evaluates probable financial impacts to County rate-payers.

Whatcom County Health Department

The Whatcom County Health Department is charged with enforcement of local Minimum Functional Standards. The County has elected to adopt local minimum functional standards that are more stringent than the State's. The Health Department permits all local disposal and drop box facilities for solid waste as well as sludge management activities.

The Health Department also responds to complaints of illegal dumping, burying, and accumulations of waste on private property. The Health Department has traditionally used an educational approach over a more punitive enforcement approach to illegal burying and accumulations of waste on private property. When necessary in special cases, the Health Department will resort to civil or criminal penalties. The Health Department also works with Whatcom County Public Works and local law enforcement agencies to respond to and control illegal dumping activities.

During 1996, the Health Department responded to 90 solid waste complaints. Complaints were related to litter, illegal disposal of demolition waste, wood waste, chemicals, and improper activities of permitted solid waste facilities.

The number of complaints has increased from previous years and may be due, in part, to increased awareness on the part of the public and the implementation of the solid waste Collection District.

The Health Department is responsible for regulating both the quality and local application of compost products. Composting facilities are regulated by the Health Department under both the Compost Quality Standards and the Minimum Functional Standards for solid waste facilities. The local application of certain finished compost products is regulated by the Health Department under locally adopted regulations.

Whatcom County Solid Waste Advisory Committee (SWAC)

The Whatcom County SWAC was established by ordinance December 2, 1985, to provide input and review for the Plan that was under development at that time. The SWAC has continued to meet to discuss Solid and Hazardous Waste Management Plans, County policies and ordinances, and other issues related to local solid waste management.

SWAC meetings are open to the public and recorded with written minutes. All drafts of documents and meeting minutes are sent to the mayors of the cities, affected agencies and organizations, and to interested individuals.

A SWAC subcommittee met on a regular basis during the Plan development process to provide assistance in evaluating alternatives and developing Plan recommendations.

Whatcom County Public Works Department

Solid waste functions are performed through Whatcom County's Public Works Department. The Department is responsible for administering those aspects of the County's solid waste management program which are not within the jurisdiction of the cities or other governmental agencies.

Department administrative activities include:

- Managing post-closure activities at former County landfills;
- Implementing County Service Level, Collection District, Disposal District and Flow Control Ordinances;
- Monitoring and evaluating waste prevention, recycling, collection, disposal, and other components of the County's waste management system;
- Implementing solid waste prevention and recycling programs;
- Implementing hazardous waste prevention programs;
- Solid and hazardous waste management planning; and
- Waste resource market development.

In Whatcom County, solid waste management planning is performed comprehensively by the County. Cities within the County participate in a review and approval process of the County Plan instead of submitting individual plans for inclusion. The development of the County Plan is performed by the Department, with guidance from the County SWAC and the Executive Committee.

Certain activities, including some waste prevention and recycling education programs, technical assistance, the production of planning documents, and engineering support for closure activities, have often been contracted.

The Department monitors and evaluates solid waste management components, including waste prevention, residential and non-residential recycling, source-separated composting, and disposal components. Monitoring and evaluating activities include field monitoring of container weights, calculating participation and diversion data for recycling programs, reviewing compost quality data, reviewing cost and rate data for collection, processing, and disposal operations, and other similar activities.

The Public Works Department, the County Health Department and the County Sheriff's Department cooperate to perform litter and illegal dumping control activities throughout the County. In April of 1997, a committee was formed to better address the growing problems

of litter and illegal disposal in Whatcom County. Members of the Committee include the City of Bellingham litter officer, state departments such as Ecology, Transportation and Natural Resources, the Northwest Air Pollution Authority, members representing local haulers and disposal facilities, representatives from the Solid Waste Advisory and Executive Committees, and members representing the following County departments: Solid Waste, Council, District Court, Health, Sheriff, Maintenance and Operations, Fire District #3 and Parks. Goals of the committee include updating county code to better emulate state code, increasing community cleanup efforts county-wide, improving anti-litter education and improving inter-departmental communication.

12.1.2 Whatcom County Ordinances

Whatcom County's solid waste management system is defined and governed by several County ordinances. These ordinances set certain requirements on generators, collection companies, and disposal site operators.

Medical Waste Ordinance 89-61

On August 10, 1989, the Whatcom County Council passed Ordinance 89-61, prohibiting the importation of all medical waste generated outside the territorial limits of Whatcom County. The Ordinance originated from a ballot-qualified initiative petition circulated by opponents of the burning of medical waste at Recomp. Browning Ferris Industries (BFI), a major medical waste transportation company, successfully challenged the legality of the Ordinance. After losing two appeals, the County suspended further appeals. The Ordinance is not currently enforced.

Disposal District Ordinances 90-01 and 90-09

County Ordinance 90-01, passed January 4, 1990, established a solid waste Disposal District encompassing all unincorporated areas and cities within Whatcom County, except the Diablo/Newhalem area. Ordinance 90-09 established a ten percent tax rate on solid waste collection and a starting date of May 1, 1990. Both ordinances and a later amendment (discussed below) are included in this Plan as Appendix H.

The Disposal District was established to allow the County to have taxing authority over solid waste collection and disposal services. The taxing authority was sought to provide a replacement revenue source for County solid waste management activities after the County's Cedarville landfill ceased operation.

A local group opposed to the tax, Citizens Against Non-representation (CAN) mounted a referendum challenging the Disposal District tax. In response to CAN's concerns, the County Council agreed to pursue other funding mechanisms, including disposal fee surcharges authorized by the enactment of a County flow control ordinance. Although CAN ceased their active challenge to the District tax, the referendum had the sufficient number of signatures to be included in the next election. In the November 5th, 1991 election, the referendum against the District tax failed.

From adoption in 1990 until mid-1997, the District and its taxing authority remained intact but unused. During this period, the County relied on disposal fee surcharges collected from disposal facilities to meet the County's financial obligations. When the County's Flow Control Ordinance was deemed unenforceable in early 1997, the County lost its ability to require disposal facilities to collect disposal surcharges. In July 1997, the County Council revised the Disposal District (codified as Whatcom County Code 8.13) to shift the district authorized fees from a percentage basis to a per-ton fee collected by certificated and franchised (contracted) haulers. Issues related to the financing of Whatcom County programs are further discussed in Section 12.1.3.

Collection District Resolution 90-51 and Ordinance 90-96

Resolution 90-51 and Ordinance 90-96 (Appendix I) established a solid waste Collection District encompassing all unincorporated areas within Whatcom County except Diablo/Newhalem. Resolution 90-51, passed July 24, 1990, indicated the intent of the County Council to establish the District and requested the Washington Utilities and Transportation Commission to "investigate and make a finding as to the ability and willingness of the existing garbage and refuse collection companies servicing the unincorporated area of Whatcom County, to provide the required service." The WUTC later confirmed the collection companies' ability to provide this expanded service.

Ordinance 90-96, passed October 9, 1990, formally created the Collection District. The primary purpose for the establishment of the Collection District was to require businesses and households throughout the unincorporated areas of the County to subscribe to garbage collection services. Mandatory ("universal") collection service would achieve three goals: help mitigate environmental threats caused by improper or illegal disposal practices, raise collection subscription levels to make Countywide household and additional commercial recycling collection more feasible, and stabilize the tax revenue anticipated through the Disposal District tax.

The Ordinance includes provisions for residents and businesses to exempt themselves from collection by filing an affidavit with the County solid waste manager that affirms that they dispose of their waste "in an environmentally sound way." The Ordinance includes provisions for enforcement in the event that residents or businesses do not subscribe to collection services or request an exemption. Recommendations 12-5 and 12-13 deal with the enforcement of this ordinance.

As discussed in Chapter 8, Collection, the Collection District has increased subscription levels. Of the almost 30,000 residences and businesses in the unincorporated portion of the County, 15,000 subscribe to collection services, 5,000 have completed the exemption process, and 10,000 have not responded to Collection District subscription requirements.

Service Level Ordinances 90-95, 91-003, 91-054 and 95-045

County Ordinance 90-95, passed October 9, 1990, directs WUTC-certificated collection companies to provide minimum service levels for solid waste and residential recycling

collection in unincorporated areas of Whatcom County and nonresidential recycling collection in all areas of Whatcom County. Ordinances 91-003 and 91-054, passed January 11, 1991, and July 23, 1991, respectively, modified the original Service Level Ordinance (SLO) to clarify intent and extend implementation timelines. Ordinance 95-045, passed in 1995 extended the County service level control until December 31, 1997. In 1997, the Ordinance was again extended until December 31, 2002, with minor changes to the billing and battery collection provisions.

The SLO directs certificated haulers to establish residential "curbside" recycling collection programs in unincorporated areas. Certificated haulers are directed to collect newspaper, mixed waste paper, aluminum, tin-plated steel containers, plastic bottles and glass containers placed in household collection bins. Haulers are also directed to collect refillable glass containers, corrugated cardboard, scrap metal, lead acid batteries, and used motor oil from residences when set adjacent to household bins.

The SLO also provides for multifamily recycling collection, includes provisions for rate designs that encourage waste prevention and recycling, and requires collection, processing, and disposal volume reporting by certificated haulers, recyclers, and disposal companies.

Flow Control Ordinance 91-041

County Ordinance 91-041 (Appendix J), adopted June 25, 1991, establishes County control over the disposal of solid waste within Whatcom County. The Flow Control Ordinance (FCO) requires designated disposal sites to have disposal agreements with the County that allow for rate regulation and the collection of a County disposal surcharge. Disposal sites are also required to handle waste according to the following priorities:

- (1) Recycling through acceptance and segregated marketing of source-separated recyclable materials, including source-separated compostable materials;
- (2) Processing of recyclable materials, including compostable materials contained in unseparated County solid waste;
- (3) Incineration with energy recovery of separated waste;
- (4) Incineration without energy recovery of separated waste;
- (5) Landfilling of separated waste;
- (6) Incineration with energy recovery of unseparated solid waste;
- (7) Incineration without energy recovery of unseparated solid waste;
- (8) Landfilling of unseparated solid waste.

The FCO does not specifically direct waste to a particular facility, but rather establishes priorities for the flow of materials through the County solid waste system. Theoretically, any disposal facility that meets the requirements of prioritized handling, all local, state, and federal regulations, and is consistent with this Plan, would be eligible to obtain a disposal agreement with the County. The County would then determine whether the addition of another facility would be in the public's interest. The combination of these requirements represents a substantial entry barrier to competing disposal facilities.

When disposal agreement negotiations were initiated in 1992, temporary agreements were executed with Recomp and County Construction Recyclers to allow the collection of the County disposal surcharge during the negotiation period. Negotiations were slowed in 1992 and 1993 due to the sale of Recomp and simultaneous contract negotiations with the City of Bellingham. In 1994 and 1995, negotiations were further slowed due to issues related to RDS' transfer station and staff and administrative changes at the County. Disposal agreements with Recomp, RDS and Olivine were executed in early 1996.

In September, 1996, the County Council passed an ordinance (#96-037) to exempt construction/demolition wastes from the FCO requirements. Therefore, the County's previous agreement with CCR was moot or without legal significance and c/d wastes were exempt from recycling requirements and the collection of the County's disposal surcharge.

The County ceased enforcing the FCO in early 1997, after the arbitrator ruled that it was unconstitutional. The County signed agreements with RDS and Recomp relieving the County of any liability on account of its decision not to enforce that ordinance, and has sought to negotiate a similar agreement with Olivine. As of December 1997, the FCO was unenforced but still part of the Whatcom County Code. As a consequence, the facilities within the County designated to accept MSW, namely, Recomp, RDS and Olivine, are free to handle and dispose of the MSW each receives in any fashion authorized by their respective solid waste handling facility permits. Recomp and RDS offer competing disposal systems, both based on export in the case of self-haul and MSW generated outside of Bellingham; and Olivine competes with Recomp and RDS for that waste on the basis of incineration. They no longer compete with each other based upon a combination of price and waste-handling priorities, but based solely upon price (without regard to the nature of the disposal service provided).

12.1.3 Financing

Until 1990, the County financed solid waste activities from disposal revenues received at County facilities. These activities included landfill operations, transfer operations (e.g. subsidizing the Maple Falls and Point Roberts drop box sites), the closure and maintenance of old landfill sites, and planning and administration. With the establishment of the Flow Control Ordinance and the temporary disposal site agreement with Recomp in 1990, the County funded its solid waste activities with the \$9.00 per ton surcharge collected by Recomp. These surcharge funds allowed the County to formally close past County landfills, enhance waste reduction and recycling program design and implementation, and address other County solid waste funding obligations. When FCO-based disposal site agreements

became unenforceable in early 1997, disposal sites ceased to collect and remit the disposal surcharge and the County lost its solid waste revenue source.

The County then reviewed a number of financing options including: "no funding" (i.e. ceasing any solid waste functions); reactivating a 1987 county ordinance [#87-17] authorizing the collection of pass-through fees at private disposal facilities; implementing a percentage collection excise tax through the disposal district; implementing a per-container collection excise tax through the disposal district; and shifting to general tax funding through the County's "current expense" fund.

The "no funding" option was rejected due to the County's need to meet statutory obligations including planning, ordinance enforcement and post-closure responsibilities for closed County landfills. The implementation of the 1987 "pass-through" ordinance was deemed inadvisable, since many of the same flow control legal issues that challenged the disposal site agreements would apply to the earlier pass-through ordinance. The percentage excise tax through a disposal district was considered feasible, but potentially inequitable, since customers paid varying amounts to different haulers for the same level of service, and would thus pay varying amounts of excise tax while receiving the same service. The shifting to general tax funding was rejected because of the limited availability and competition for current expense funds.

The County determined that a weight-based excise tax based on Disposal District taxing authority would be the best funding mechanism. This approach would avoid the perceived inequity of a percentage tax and link tax payments to container size and anticipated container weight. The County's disposal district (WCC 8.13) was revised to reflect this excise tax approach and other updated through Ordinance 97-041, adopted July 29, 1997. The collection of the excise tax began in October, 1997.

12.2 Needs and Opportunities

Many of the components of the County's solid waste management system have been recently developed and may need minor adjustments as implementation proceeds. Needs and opportunities are presented for both jurisdictions (local governments and regional and state agencies) and the County's solid waste management ordinances.

12.2.1 Jurisdictional Needs and Opportunities

Cities

Cities will need to continue to develop and refine their municipal garbage and recycling collection systems. Rate structures and services will need to be continually monitored and modified as necessary to move toward the goal of countywide uniformity. Alternatives and recommendations for municipal collection charges and rate structures are discussed in Chapters 5, Recycling, and 8, Collection. Coordinated city action, as is currently effected

by Lynden, Everson, Nooksack and Sumas through LENS, is to be supported and encouraged.

All cities within Whatcom County are required by interlocal agreement to have mandatory solid waste collection. Actual subscription rates vary by city, depending on cities' enforcement abilities. The cities will need to periodically monitor their compliance levels to determine whether additional enforcement is necessary.

Executive Committee

The Executive Committee will need to continue its administrative role in directing County and city solid waste activities.

NWAPA

NWAPA will need to increase enforcement activities to provide local implementation of the State's Clean Air Act. Continued and expanded enforcement of illegal solid waste burning will also be necessary.

Ecology

As discussed in Chapter 10, Incineration/Energy Recovery, the Department of Ecology oversees ash management activities, including the previously approved process of disposal of the ash stored by Recomp in its permitted temporary ash storage facility.

WUTC

The interaction between County authorities and WUTC regulation of certificated haulers operating within Whatcom County will need to be clarified. The full implementation of the rate policies expressed in the County's Service Level Ordinance will depend on the level of recognition the WUTC gives to the County's stated rate policies. Additionally, the interaction of County field monitoring activities with WUTC regulatory functions needs to be clarified. The issue of potentially overlapping authorities will need to be resolved at either the administrative or State legislative level.

Whatcom County Health Department

The Department will continue providing local enforcement of Minimum Functional Standards and sludge regulations, both for closed landfills and currently operating facilities. In addition, the Department will need to continue to work with the State on the development and adoption of source-separated and MSW compost guidelines or regulations. If the guidelines eventually developed by the State are either too restrictive or not adequately stringent, the County may need to locally adopt modified guidelines or regulations.

The Department will also need to continue to educate residents and provide enforcement against illegal disposal and accumulations of material that pose a threat to public safety. Additional activities to educate residents to reduce littering are also needed.

Public Works will need to work with the Health Department to coordinate enforcement efforts, particularly as they relate to Collection District requirements for mandatory collection or environmentally sound disposal.

Whatcom County Solid Waste Advisory Committee

The County's Solid Waste Advisory Committee will need to continue its advisory role in the management of County and city solid waste activities, including the annual review of this Plan.

Whatcom County Public Works Department

The Department will need to continue solid waste management activities, including waste prevention and recycling programs, recyclable material marketing, post-closure monitoring of former County landfills, administration of disposal agreements and County ordinances (Service Level, Collection and Disposal District, and Flow Control) and other related activities.

As discussed in Chapter 5, recycling, monitoring and evaluation activities will need to be increased for both residential and commercial garbage and recycling collection systems. Recycling program capture rates and performance levels will need to be accurately gauged to assist the County with conducting periodic recycling potential assessments.

The County will also need to determine how institutional barriers to increased local processing and utilization of waste materials can be reduced. For example, zoning regulations may need clarification to differentiate between waste handling facilities and processing or re-manufacturing facilities.

As discussed in Chapter 8, Collection, the County will need to develop a formal procedure for handling the transfer of garbage and recycling collection services in city annexation areas. When annexation occurs, waste and recyclables collection will shift from Service Level Ordinance/WUTC-certificated services to City-contracted services. Although the collection company may remain the same, recycling bin ownership, collection tariffs and frequency will vary. Alternatives and recommendations related to coordinating collection services in annexation areas are discussed further in Chapter 8.

The County needs to develop a contingency plan to the existing export situation in case of regulatory or financial failure at the destination landfills; regulatory or infrastructure problems with trucking solid waste; or administrative, technical, or financial failure that prevents disposal facilities from providing long term services. The contingency plan should provide options for each of the following three steps required to export waste:

- (1) **Transfer.** The County needs to identify an interim waste transfer site on County property or make contingency arrangements with a private facility, if designated disposal facilities within the county no longer have the capacity among themselves to dispose of all waste generated within the County.
- (2) **Transportation.** The contingency plan should allow the County to enter into standby transport contracts or contingency transport agreements.
- (3) **Disposal.** The County needs to identify a disposal site that would be open to making a contingency agreement with the County. This could be done directly with the landfill owner/operator or potentially through an interlocal agreement with the County in which the landfill is located.

As discussed in Chapter 10, Landfilling, a transfer and waste export contingency plan for the County Construction Recyclers c/d landfill may need to be developed in case the c/d landfill has operational problems or a premature closure and MSW facilities are unable to handle c/d wastes.

Additional Department staffing may be needed to handle increased levels of Collection and Disposal district enforcement, waste prevention and recycling coordination and implementation activities, recyclables market development, and work on State-level committees addressing issues such as expanded and more flexible County authorities.

12.2.2 Whatcom County Ordinance Needs and Opportunities

Medical Waste Ordinance 89-61

The Medical Waste Ordinance has been held to be unconstitutional. The County may consider repealing the Ordinance.

Disposal District Ordinances 90-01, 90-09 and 97-041

At the time this plan was written, the Disposal District taxing authority was being implemented. After implementation, minor revisions may be necessary to correct initial oversights.

Collection District Resolution 90-51 and Ordinance 90-96

The Collection District is the legal basis for the County's policy of mandatory solid waste collection. The degree of County enforcement activities, including the identification and resolution of residences and businesses not responding to Ordinance requirements and the periodic monitoring of exemptions, will need to be determined and implemented. Further effort will need to be given to clarifying which "environmentally sound" activities are acceptable practices for the purpose of granting collection exemptions.

Service Level Ordinances 90-95, 91-003, 91-054 and 95-045

The Service Level Ordinance may need to be periodically updated to include additional service levels, different rate structures, or other County policy changes. Additionally, the Ordinance is currently written to direct services for a three-year period. As discussed in Chapter 5, Recycling, a decision will need to be made whether to extend the period of the Ordinance or contract for collection services.

Flow Control Ordinance 91-041

The Flow Control Ordinance has been held in material part to be unconstitutional. The County may consider repealing the ordinance.

12.2.3 Financing Needs and Opportunities

The newly revised Disposal District extends the weight-based disposal excise tax on all customers of certificated and franchised (contracted) garbage collection companies. The tax is not applied to self-haulers that haul their own waste directly to disposal facilities. Since the disposal district relies on collection companies, not disposal sites, to charge the excise tax, self-haulers are essentially exempted from the tax. Therefore the excise tax only applies to the 90% of Whatcom County MSW that is handled by haulers. This has several effects: residents and businesses can avoid the tax by self-hauling, in conflict with the mandatory collection objectives of the County's collection district; certificated haulers might lose a portion of their customer base, which might raise rates for remaining customers; the County raises less tax revenues than it would if all waste generators were taxed; and the ability to avoid the tax raises equity issues between garbage collection customers and non-customers. This issue will need to be addressed by County staff so an equitable conclusion can be reached.

12.3 Alternatives

12.3.1 Jurisdictional Alternatives

Cities

Current interlocal agreements between cities and Whatcom County require the implementation of mandatory, or universal, collection. No alternative to mandatory collection is provided for in interlocal agreements.

NWAPA

NWAPA is the local enforcement agency responsible for implementing the provisions of the State's Clean Air Act. The provisions of the Act, including the phase-in of burning restrictions in urban growth areas before 2001, will be enforced by the agency. NWAPA has two alternatives for implementing burning restrictions:

- (1) NWAPA could restrict the burning of yard and/or land clearing debris prior to the Clean Air Act phase-in period if cost-effective recycling alternatives are available. If the County or private parties develop a yard and/or land clearing debris recycling facility, local residents would be provided an alternative to burning, mandating NWAPA to implement burning restrictions.
- (2) If County or private yard and/or land clearing debris processing and composting facilities are not developed prior to the Clean Air Act phase-in period, the implementation of burning restrictions by 2001 will probably create renewed interest and demand for local yard debris facilities.

Ecology

Under current state law, there are no alternatives to Ecology's enforcement of incinerator ash management activities.

WUTC

Under current State law and regulation, there appear to be no alternatives to current regulatory roles and responsibilities. Unless future legislative changes occur, potentially conflicting authorities between local government and the WUTC will need to be resolved administratively.

Whatcom County Health Department

Enforcement of Minimum Functional Standards

As the local enforcement agency for solid waste handling facilities, the County Health Department has two alternatives for solid waste enforcement:

- (1) Enforce Minimum Functional Standards as promulgated by Ecology. Under this alternative, the Health Department would provide local enforcement, based on the current Minimum Functional Standards adopted by Ecology.
- (2) Adopt local standards that meet or exceed Minimum Functional Standards. Under this alternative, the Health Department would develop and adopt local standards for solid waste facilities.

Illegal Dumping, Littering, and Waste Accumulations

- (1) The Health Department could continue to provide existing levels of enforcement for illegal dumping and waste accumulations with existing Environmental Health staff. Law enforcement and the County Public Works Department would continue to address littering.

- (2) The Health Department, Public Works and law enforcement could coordinate services by providing a position in the Health Department or Public Works to handle illegal dumping, littering, and mandatory collection enforcement. The concentration of all enforcement activities in one position would allow for increased and uniform levels of enforcement.

Whatcom County Public Works Department

The Department is charged with managing the County's solid waste system for both cities (via interlocal agreement) and the unincorporated areas. Considering this management responsibility, continued staffing will be necessary to provide for management and planning functions associated with the County's solid waste system.

Specific alternatives for Department monitoring and evaluation functions, reducing institutional barriers for local processing and utilization of waste materials, and disposal contingencies are described below.

Monitoring and Evaluation

- (1) The County and cities could expand and standardize existing recycling monitoring and evaluation activities. Current hauler and disposal facility reporting requirements could be revised to clarify measures and standardize information formats.
- (2) Field monitoring of collection services could be used to confirm waste prevention and recycling diversion. The County or cities could monitor waste and recycling container weights and contents to provide baseline information for evaluating program performance.

Reducing Institutional Barriers

Private recycling and composting operations have been reluctant to site facilities in Whatcom County due to perceived barriers. To some extent, ambiguities in zoning regulations may also discourage end-use re-manufacturers from locating within the County, thereby providing local markets for collected materials. Potential alternatives for reducing barriers include:

- (1) The County could revise its Title 20 Zoning ordinance to clarify the applicability of zoning regulations to source separated organics composting facilities and to businesses that utilize waste feedstocks in re-manufacturing processes.
- (2) The County could provide technical support to potential composting and re-manufacturing businesses, including the provision of current waste composition and availability information, and assistance with facility siting issues.

- (3) In the case of composting and wood waste facilities, the County could support the private development of facilities by enacting burning or disposal bans.

Waste Export Contingency

The County's disposal site agreements with Recomp, RDS and Olivine contemplate that the County will maintain a system of solid waste disposal through March, 2011, under which all disposal facilities are given the opportunity to compete with each other on the same basis, and no "single-vendor" system is utilized. However, in the highly unlikely event that privately-operated disposal sites no longer offered the ability to dispose of all of the solid waste generated within the County, the County would need to develop a contingency plan for alternative disposal of solid waste.

In developing a contingency plan for the potential failure of the existing private disposal system, the County will need to consider alternatives for each of the three components of the waste export program: transfer, transport, and disposal.

A. Transfer

The County's disposal site agreements with Recomp, RDS and Olivine include provisions giving the County the right to such emergency use. Alternatives for the transfer of County solid waste include:

- (1) The use of private disposal facilities' tipping floor and trailer pit. In case of economic or administrative failure, the facility could potentially be available for use by the County. In case of explosion or other physical failure, an alternative transfer site would be needed.
- (2) The development of back-up agreements with private site operators or drop box facilities operated by haulers. Most private drop box sites have recessed bays that could potentially be used by larger transfer trailers.
- (3) The development of a County-owned backup site. The County site could either be at a closed landfill or another site retained for this purpose.

B. Transport

Alternatives for the transport of County solid waste include:

- (1) A back-up agreement with a contracted trucking firm, in case of economic or administrative failure of private facilities.
- (2) The investigation of rail-based export alternatives, possibly located at existing facilities. The development of an accessible rail spur could allow a level of redundancy in case road travel becomes impossible due to natural disaster.

- (3) Utilizing out-of-county loading and transportation systems such as Skagit County's.

C. Disposal

Alternatives for the disposal of County solid waste include the current waste export destinations for Whatcom County, Rabanco Regional Landfill in Klickitat County, and Waste Management's landfill in Arlington, Oregon. One other alternative was available at the time this Plan was written.

The Columbia Resource Company owns and operates the Finley Buttes Landfill located in Morrow County, Oregon. The Landfill opened in November 1990 and has a permitted capacity of 50 million tons on 550 acres. At current contract disposal rates, the expected Landfill life is 50 years. The Company owns a total of 1,800 acres and has the possibility of expanding the site in the future.

The Landfill is serviced by rail or barge with terminating points in the Port of Morrow or by truck. The Port of Morrow is located in Boardman, Oregon, and is about 12 miles northwest of the Landfill. Waste is trucked from the rail or barge systems to the Landfill. The landfill has facilities to handle either tipper trailers or self-unloading trailers.

The 1992 "door" price for solid waste was approximately \$25 per ton with long-term contract prices negotiable. Waste must comply with federal Environmental Protection Agency and Oregon Department of Environmental Quality (DEQ) regulations. Also, the DEQ requires the Landfill to certify the recycling systems of out-of-state solid waste jurisdictions to ensure that they meet DEQ recycling standards. In cases of emergency, a jurisdiction can dispose up to 1,000 tons without going through the recycling certification process.

12.3.2 Whatcom County Ordinance Alternatives

Whatcom County's solid waste ordinances provide the basis for the County's solid waste collection and disposal system. Since the listed ordinances have been adopted and are in place, a full range of alternatives to each ordinance is not reviewed in this Plan. The needs and opportunities related to the County's ordinances could be addressed through administrative actions or periodic ordinance modification. Therefore, related alternatives are not further evaluated.

12.3.3 Financing Alternatives

If the County determines that additional moneys or a broader tax base (i.e., raising revenues from self-haulers) is required to meet the County's financial obligations, several alternatives will need to be considered:

- (1) The per-ton tax rate assessed through the Disposal District could be raised or lowered to match County revenue needs.

- (2) An alternative taxing method can be used to tax self haulers. This might include a negotiated per-ton surcharge assessed by disposal sites or a self-haul exemption fee. If enforcement of collection district exemptions is strengthened to eliminate non-compliance, the County will be able to better track self-haulers and the disposition of the self-managed waste. Self-managed waste is legitimately handled in a number of ways, including self-hauling for disposal at work or a disposal facility. In the former case, the County receives taxes though the disposal district charge on the commercial container. In the latter case, the County does not receive tax revenue. The County would need to distinguish between these types of self haulers to equitably assess a fee. The County would also need to be able to determine the equivalent waste generation rate for self-haulers to charge an equivalent per-ton excise tax. Since many self-haulers generate low levels of waste (too low for regular garbage collection), the expense and administrative effort to capture tax from these self-haulers could exceed the benefit gained. These factors would need to be considered to pursue this alternative.
- (3) A percentage fee applicable to both collection services and self-haul disposal could be instituted (as envisioned in the original disposal district ordinance). This alternative would be limited by the County's ability to negotiate fee collecting arrangements with disposal site operators.

A broader range of financing alternatives may need to be considered if the disposal district tax does not perform as expected. In this case, the County would need to revisit the alternatives considered in mid-1997, as described in Section 12.1.3.

12.4 Recommendations

Recommendations for solid waste administration and enforcement were developed by the Whatcom County Solid Waste Advisory Committee Comprehensive Plan Subcommittee during a September of 1996 meeting. Recommendations were further reviewed and approved by the Solid Waste Advisory Committee in February of 1998 and the Solid Waste Executive Committee in April of 1998.

Recommendations, including implementation responsibilities and procedures are discussed below. Implementation schedules are provided in Table 12-1. County staffing requirements are expressed in "Full Time Equivalents" (FTEs), where 0.1 FTE is equal to 180 hours of staff time per year.

12.4.1 Jurisdictional Recommendations

Recommendation 12-1: Cities Participation The Cities within Whatcom County – Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas – will continue to be part of the Whatcom County solid waste management system. All cities will continue compliance with the provisions of their interlocal agreements dealing with solid waste matters, including universal solid waste collection.

This recommendation will be implemented by existing city and County staff at no additional cost.

Recommendation 12-2: The NWAPA's Role NWAPA will continue to enforce local air quality regulations, including the provisions of the State Clean Air Act.

These activities will continue to occur at no additional cost to the County.

Recommendation 12-3: The WUTC's Role The County will continue to request that the WUTC regulate solid waste collection companies operating within the County in accordance with the County's Service Level Ordinance and this Plan as stated in Chapter 81.77 RCW.

Public Works will continue to work with the WUTC to develop services and rate structures that meet local needs and comply with local ordinances. Existing County staff will work with the WUTC at no additional cost.

Recommendation 12-4: The Whatcom County Health Department's Role The County Health Department's Environmental Health Division will continue to enforce solid waste handling practices throughout the County. These activities include monitoring and permitting solid waste facilities and transfer stations. When local concerns dictate, the Health Department will adopt local regulations for solid waste management facilities.

Health Department solid waste regulatory programs cost approximately \$200,000 in 1995. Costs are expected to rise slightly with inflation over the planning period.

Recommendation 12-5: Local Coordination of Enforcement The Health Department will work with Public Works and other appropriate agencies to coordinate litter control, illegal dumping and burying, and universal collection.

Agencies with solid waste-related responsibilities (including the County Health Department, Public Works, Fire Marshall, Law Enforcement, and the Northwest Air Pollution Control Authority) will meet to plan the coordination of solid waste enforcement. The group will develop a plan of action to implement a coordinated approach. This coordinated approach may include clarifying responsibilities within departments or centralizing litter control, illegal dumping, and universal collection enforcement through a deputized enforcement officer. This approach will also review existing ordinances and penalties and recommend amendments or additional ordinances, if necessary. The group will work with the City of Bellingham's litter enforcement officer to enhance interlocal coordination.

County litter control and illegal dumping enforcement programs cost approximately \$125,000 in 1995. Costs are expected to rise slightly with inflation over the planning period.

Recommendation 12-6: The Whatcom County Solid Waste Advisory Committee's Role The Whatcom County Solid Waste Advisory Committee will continue to review and provide

comment on County policies and programs related to solid waste management including the annual review of this Plan. County staff will provide support to the SWAC, as appropriate.

The administrative functions related to this recommendation will require 0.25 FTE staffing throughout the planning period.

Recommendation 12-7: Public Works Department Coordination and Management The County Public Works Department will continue to provide coordination and management of the County solid waste management system. These activities include post-closure monitoring at former County landfills, operation of transfer sites (as necessary), the development of waste management contingency plans, the implementation of County ordinances (including Collection and Disposal Districts), market development for recyclable materials, waste prevention and recycling education, and lobbying for legislative support for Plan objectives. County Public Works Department solid waste administration and enforcement programs cost approximately \$135,000 in 1995. Future staffing needs are expected to be 1.0 FTE throughout the planning period. Costs are expected to rise slightly due to inflation and additional activities during the planning period.

Recommendation 12-8: Balance Costs The County will implement the Plan to balance long- and short-term disposal costs. The objective will be to provide the lowest possible long-term cost to citizens of Whatcom County. A long-term approach should be taken to minimize the major environmental and financial risks associated with a purely short-term perspective. The high costs incurred to rectify environmental problems at older solid waste sites around the country illustrate the fallacy of failing to take a long-term approach. Cooperation between local government and the private waste industry is essential in accomplishing this objective. Environmental and capacity savings gained from increased waste prevention and recycling should be considered in determining costs.

Existing County staff will implement the Plan, with costs and additional staffing requirements as noted.

Recommendation 12-9: Monitoring and Evaluation Programs The County will continue to improve monitoring and evaluation programs for waste management system components.

Public Works will work with cities, collection companies, and recycling businesses to develop standardized recycling and solid waste collection reporting methods. Once standardized reporting methods are developed, uniform monthly or quarterly reporting will be initiated with an annual report sent to the DOE for both residential and non-residential sites. The County will compile city and unincorporated area recycling and solid waste collection data and produce an analysis of comparative recycling rates and options for improvement.

To assist the County in its monitoring and evaluation functions, the County will obtain from the appropriate parties disposal tonnages from municipal disposal facilities and transfer stations; monthly disposal tonnages from industrial landfills; monthly recycling tonnages from all recycling processors who export out-of-county; all disposal and recycling collection

service contracts and amendments affecting the County solid waste stream or disposal or recycling facilities; rate adjustment notices at the time of WUTC submittal; rate calculation parameters and details; tariff sheets; and annual reports from certificated garbage and recyclers. The County will maintain and update a current list of all recycling businesses within Whatcom County.

The County and cities will also continue or develop field monitoring activities, including weighing waste and recycling containers. The collected data will be used to confirm reported waste prevention and recycling levels and overall collection program performance, and assist with developing incentive collection rates.

These monitoring and evaluation functions will require 0.20 FTE staffing throughout the planning period.

Recommendation 12-10: Reduce Institutional Barriers The County will attempt to reduce institutional barriers to source-separated composting operations, appropriate recycling operations, and manufacturers that utilize recycled feedstocks. Public Works staff will work with Planning staff to ensure that unnecessary zoning barriers are reduced to the extent possible. Public Works will also provide technical assistance, as appropriate, to businesses attempting to locate facilities in Whatcom County.

Existing County staff will perform this function at no additional cost.

Recommendation 12-11: Contingency Arrangements The County will evaluate the need to establish contingency arrangements for waste export-based disposal in the event of regulatory or financial failure at current landfill destinations; regulatory or infrastructure problems with trucking solid waste; or regulatory, technical, or financial failure that prevents private disposal facilities from providing long-term services. This Plan authorizes the County to enter into standby, contingency or other interim or emergency transfer, transport, and/or disposal agreements. If required, transfer facilities will be sited, constructed, and operated by the County or private operators.

Existing County staff will perform this function at no additional cost.

12.4.2 Whatcom County Ordinance Recommendations

Recommendation 12-12: Disposal District Ordinances 90-01, 90-09 and 97-041 The taxing authority authorized under the County's Solid Waste Disposal District will be retained.

Existing County staff will perform the administrative functions related to this recommendation at no additional cost.

Recommendation 12-13: Collection District Resolution 90-51 and Ordinance 90-96 The County's Solid Waste Collection District will be retained. Universal collection requirements

will continue to be enforced, with an emphasis on education rather than strict enforcement. Enforcement is expected to require 0.05 FTE annually throughout the planning period.

Recommendation 12-14: Service Level Ordinance 90-95, 91-003, 91-054, 95-45 and 97-067 The Service Level Ordinance will be retained for its original term. At the end of this term, the County will evaluate alternatives and either extend the term of the Service Level Ordinance or implement other alternatives. The administrative functions related to this recommendation will require 0.05 FTE staffing throughout the planning period.

In 1996, one year prior to the expiration of the Ordinance, Public Works will review the performance of the existing recycling collection service providers and provide a report to the County Solid Waste Advisory Committee with recommendations on whether to extend the Service Level Ordinance or contract for collection services. The SWAC will forward its recommendations to the County Council for consideration.

Recommendation 12-15: Illegal Dumping The Public Works Department will assist public (e.g. DNR) and private land managers with the disposal of illegally dumped materials. The Department will determine guidelines for eligibility and the level of funding for clean-up efforts.

This recommendation is expected to require 0.05 FTE staffing and \$25,000 annually.

Recommendation 12-16: Low-Income Assistance The County will explore mechanisms for assisting low income residents with the disposal of high cost items such as refrigerators and freezers. The County will work with existing agencies that serve low income residents to determine the best way to offer this assistance.

This recommendation is expected to require no additional staffing and \$10,000 annually.

Recommendations Chart

Whatcom County Solid Waste Management Plan

Recommendation/Activity	FTE	Cost
4-1 Continue Waste Prevention Education	.5	\$60,000 ann.
4-2 Reduce Toxicity	.2	\$50,000 1 st yr.
4-3 Material Reuse Programs	.05	\$10,000 ann.
4-4 Packaging Reduction	.1	
4-5 Home Composting Bins	.05	
4-6 Education at the Source	.05	\$7,500 ann.
4-7 Business Waste Prevention/Recycling Planning	.1	\$25,000 ann.
4-8 Governmental Waste Prevention/Recycling Evaluations	.05	\$2,500 ann.
5-1 Recycling Potential Assessment	.15	\$50,000 every other yr.
5-2 Optimize Collection & Processing Systems		Included in 5-1
5-3 Determine Residential Collection Service Providers		
5-4 Bulky Item Collection		
5-5 Evaluate Drop-off Sites		Included in 5-1
5-6 Assure Processing Systems		
5-7 Composting Facilities	.2	\$20,000 for 2 years
5-8 Design Collection Systems		Included in 5-7
5-9 Yard Debris Disposal Restrictions if Alternatives are Devel.		
5-10 Long Term Yardwaste Planning		
5-11 Provide Promotion and Education Programs	.05	\$30,000 ann.
5-12 Establish drop-off system for certain batteries		
6-1 Economic Development	.15	\$70,000 1 st year \$50,000 2 nd year \$25,000 3 rd year
6-2 Demonstration Projects		
6-3 Additional Processing	.05	\$2,500 ann.
6-4 Buy Recycled – Business		
6-5 Buy Recycled – Individual Consumers		
7-1. Continue Waste Exporting		
8-1 Monitor Collection Services	.05	
8-2 Technical Assistance to Cities	.05	
8-3 Incentive Rates		
8-4 Monitor Roads		
8-5 Cities (responsibility for collection services)		
9-1 Unsecured Load Enforcement		
9-2 Source Separated Recycling Opportunities		
9-3 Reporting Requirements		
10-1 Retain Incineration Systems		
10-2 Manage Ash Through Export or Production of Beneficial Products		
11-1 Develop Landfill Alternatives		
11-2 Industrial Landfills		
11-3 Post Closure Monitoring	.15	\$40,000 ann.
11-4 Abandoned Landfills		
11-5 Foothills Recycling		
12-1 Cities Participation		
12-2 The NWAPA's Role		
12-3 The WUTC's Role		

Recommendations Chart

Whatcom County Solid Waste Management Plan

12-4 Whatcom County Health Department's Role		\$200,000 in 1995
12-5 Local Coordination of Enforcement		\$125,000 in 1995
12-6 Whatcom County Solid Waste Advisory Committee's Role	.25	
12-7 Public Works Dept. Coordination & Management	1.0	\$135,000 in 1995
12-8 Balance Costs		
12-9 Monitoring & Evaluation Programs	.2	
12-10 Reduce Institutional Barriers		
12-11 Contingency Arrangements		
12-12 Disposal District Ordinances 90-01, 90-09 & 97-041		
12-13 Collection District Resolution 90-51 & Ordinance 90-96		
12-14 Service Level Ordinances 90-95, 91-003, 91-054, 95-45 & 97-067		
12-15 Illegal Dumping	.05	\$25,000 ann.
12-16 Low-Income Assistance		\$10,000 ann.

APPENDIX A

WUTC Cost Assessment

Whatcom County Comprehensive Solid Waste Management Plan

COST ASSESSMENT REPORT

This Report was prepared for: Whatcom County.
This Report was prepared by: Stephen Gallagher, Solid Waste Technician,
Whatcom County, Department of Public Works
Contact Person: Nasser Mansour, Asst. Director for Administration,
Whatcom County, DPW – (360) 676-6692.
Throughout this document: Year 1 shall refer to 1997,
Year 3 shall refer to 1999,
Year 6 shall refer to 2002.
The dated year is: A calendar year, running from Jan 1 – Dec 31.

Contents

Introduction

- 1 Demographics**
- 2 Waste Stream Generation**
- 3 System Component Costs**
 - 3.1 Waste Reduction
 - 3.2 Recycling
 - 3.3 Solid Waste Collection
 - 3.4 Energy Recovery & Incineration
 - 3.5 Land Disposal
 - 3.6 Administration
 - 3.7 Market Development
 - 3.8 MSW Processing and Export
 - 3.9 Drop Box Facilities
 - 3.10 Toxics
 - 3.11 References and Assumptions
- 4 Funding Mechanisms**
 - 4.1 Funding Mechanism Summary, by program
 - 4.1.1 Facility Funding Mechanisms
 - 4.1.2 Tip Fee Components
 - 4.1.3 Program Funding Mechanisms
 - 4.2 Funding Mechanism Summary, by year
 - 4.3 References and Assumptions
- 5 Conclusion**

INTRODUCTION

This assessment of the Whatcom County 1997 Draft Comprehensive Solid Waste Management Plan's (Comp Plan) impact on the costs of solid waste collection is provided pursuant to Chapter 431, Laws of 1989 (Waste Not Washington Act) and RCW 70.95.090. (8), which states that the County's Comp Plan must 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 Washington Utilities and Transportation Commission (WUTC) guidelines are laid out in *Cost Assessment Guidelines for Local Solid Waste Management Planning*, Second Edition, published January 1997. The cost assessment questionnaire contained in that publication is the basis for the cost assessment tables, listing of references and assumptions, and reference tables which follow. Tables are provided for each of four categories of information:

1. Demographics,
2. Waste Stream Generations,
3. System Component Costs,
4. Funding Mechanisms.

Each cost assessment table contains references and assumptions keyed to line items. In addition, the references and assumptions section for the funding mechanisms tables, contains data that further illuminates particular line items in the system component cost tables. In particular, the references section for Section 4.2, Funding Mechanism Summary by year, provides estimates of the net cost impacts in the years 1997, 1999 and 2002 for the Grand Total of Comp Plan recommendations.

1 DEMOGRAPHICS

Population is discussed in Chapter 2, Section 2 of the CSWMP.

1.1	Population	<u>1997</u>	<u>1999</u>	<u>2002</u>
1.1.1	Total Population in County	154,291	160,525	170,350
1.1.2	Jurisdictional Population	154,291	160,525	170,350

1.2 References and Assumptions

References in this section are numbered according to the sub-section to which they refer.

- 1.1.1 Total Population in county is based on 1995 WA OFM estimated county population of 148,300 and anticipated 2% yearly population growth throughout the 1990's. (Comp Plan, Table 3-4)
- 1.1.2 None of the jurisdictions within Whatcom County have elected to prepare their own CSWMP. Thus, the full population of the county is under the county's jurisdiction.

2 WASTE STREAM GENERATION

Waste Generation is discussed in Chapter 3 of the CSWMP. A summary of tonnage reports from haulers and facilities are attached as Appendix A. Totals do not include Land Clearing, Construction and Demolition, Industrial and Agricultural Wastes.

2.1	Tonnage Recycled	<u>1997</u>	<u>1999</u>	<u>2002</u>
	Total recycling, all materials	37,618	39,138	45,533

2.2 Tonnage Disposed

2.2.1	Tonnage Incinerated	27,042	22,577	22,577
2.2.2	Tonnage Landfilled in county	0	0	0
2.2.3	Tonnage Hauled out of county	68,766	77,102	83,203
2.2.4	Ash Residue Hauled out of county	11,747	10,765	10,765
Sub-Total, Tonnage Disposed (Sum of 2.2.1 + 2.2.2 + 2.2.3)		95,808	99,679	105,780

2.3

Grand Total, Tonnage Generated (Sum of 2.1 + 2.2)		133,426	138,81	151,313
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2.4 References and Assumptions

References in this section are numbered according to the sub-section to which they refer.

- 2.1 Col.1 Recycling tonnages were obtained by the Whatcom County Department of Public Works (DPW) from surveys sent to DPW by known recyclers in the county and from reports submitted to the Washington Department of Ecology.
- Col. 2 Per Capita Capture rates for all currently mandated materials are assumed to remain constant during the planning period, with the result that the total tonnage of all materials (recyclables and solid waste) is projected to increase at the rate of population growth, which is estimated at 2% per annum throughout the planning period.
- Col. 3 The implementation of a ban on open burning in 2001, the possible implementation of a yard waste disposal ban and the development of a county-wide yard waste recycling system are all expected to draw a significant portion of tonnage that is currently being burned or improperly land applied into the formal waste management system, as well as to divert material that is already in the waste stream. Since there are no reliable figures for the actual amount of yard waste currently entering the county's solid waste stream, any prediction concerning the percentage of that unknown quantity that would be diverted would be unreliable in the extreme. Thus, the number for recycling tonnage is shown to increase in Year 6 by 4,000 tons above the 2% per annum trend, without a corresponding decrease in disposal tonnage.
- 2.2 Disposal tonnages were obtained by DPW and Whatcom County Health Department from reports provided by transfer and disposal facilities in the county.
- 2.2.1 This number excludes approximately 3,800 tons of out-of-county medical waste which was burned in Recomp's incinerator in 1997. Tonnage estimates for later years assume that a similar quantity of medical waste will be burned each year, thereby keeping the amount of solid waste incinerated at a constant level.
- 2.2.2 There are no Solid Waste landfills in Whatcom County. 4,456 tons of CDL was buried at the County Construction Recycling landfill, while an additional 4,140 tons of CDL were disposed out of county. In accordance with DOE policy and WAC 173, C&D waste is not included in either Solid Waste recycling or disposal totals.
- 2.2.3 Estimates for Year 3 and Year 6 are based on 2% population growth and no change in the per person generation rate.
- 2.2.4 An additional approximately 300 tons of incinerator bottom ash generated by Olivine Corp. from Jan-April was washed and encapsulated in concrete for use as building blocks (called "Ecology Blocks").

3 SYSTEM COMPONENT COSTS

All costs are in \$000's.

References and Assumptions are found in Section 3.11.

Implemented and Proposed Program Funding Mechanisms are found in the tables in Sections 4.1 and 4.2.

Where Section (Sect.) or Recommendation (Rec.) numbers appear in a row of one of the following tables, the expenditures for that program are included in the expenditures for the cited section or recommendation.

Where a Sect. or Rec. is placed in a column between two different years, the expenditures for that program in both years are included in the cited sect. or rec.

	<u>1997</u>	<u>1999</u>	<u>2002</u>
3.1 Waste Reduction Programs			
3.1.1 Implemented Waste Reduction Programs			
3.1.1.1 Reduction and Reuse			
3.1.1.1.1 Material Reuse	\$1.0		Rec. 4-3
3.1.1.1.2 Cloth Diaper Service	\$1.0		Rec. 4-1
3.1.1.1.3 Grocery Bag Rebate, etc.	\$1.0		Rec. 4-4
3.1.1.2 Education			
3.1.1.2.1 Schools	\$37.0		Rec. 4-1
3.1.1.2.2 Hotline	\$32.0		Rec. 4-1
3.1.1.2.3 Media	\$13.0		Rec. 4-1
3.1.1.2.4 Public Speaking	\$2.0		Rec. 4-1
3.1.1.2.5 Publications	\$62.5		Rec. 4-1
3.1.1.2.6 Permanent info sites	\$1.0		Rec. 4-1
3.1.1.2.7 Diaper Education	\$2.0		Rec. 4-1
3.1.1.2.8 Tree Tag	\$1.0		Rec. 4-1
3.1.1.2.9 Master Composter	\$20.3		Rec. 4-5
3.1.1.2.10 Business Technical Assistance	Sect. 3.10.1.2		Rec. 4-2
3.1.1.2.11 Paper Tiger	\$1.0		Rec. 4-8
3.1.1.2.12 Local Grants	Sect. 3.7.1.1		Sect. 3.7.3.1
3.1.1.2.13 Household HazWaste Education	Sect. 3.10.1.1		Rec. 4-2
3.1.1.3 Legislation			
3.1.1.3.1 Solid Waste Collection Rate Incentives	Sect. 3.6.1.2		Rec. 12-13
Total Implemented Waste Reduction Costs	\$174.8		Section 3.1.3
3.1.2 Funding Mechanisms for Implemented Waste Reduction Programs are found in Tables 4.1.1.1 and 4.2.1.			
3.1.3 Proposed Waste Reduction Programs			
Rec. 4-1 Continue WRR Education	Sect. 3.1.1.2	\$144.6	\$71.8
Rec. 4-2 Reduce Toxicity	Sect. 3.10.1.1		Sect. 3.10.3.1
Rec. 4-3 Reuse	Sect. 3.1.1.1.1		Rec. 4-1
Rec. 4-4 Packaging Reduction	Sect. 3.1.1.1.3		Rec. 4-1
Rec. 4-5 Home Composting	Sect. 3.1.1.2.9	\$24.0	\$24.0
Rec. 4-6 Education at Source	Sect. 3.1.1.1.1		Rec. 4-1
Rec. 4-7 Business Waste Reduction	Sect. 3.10.1.2		Sect. 3.10.3.2
Rec. 4-8 Government Waste Reduction	Sect. 3.1.1.3.1		Rec. 4-1
Total Proposed Waste Reduction Program Costs	Sect. 3.1.1	\$168.6	\$95.8
3.1.4 Funding Mechanisms for Proposed Waste Reduction Programs are found in Tables 4.1.1.2-3 and 4.2.2-3.			

SYSTEM COMPONENT COSTS, cont.

	<u>1997</u>	<u>1999</u>	<u>2002</u>
3.2 Recycling Programs			
3.2.1 Implemented Recycling Programs			
3.2.1.1 Residential (1-4 family)	Sect. 3.6.1.1.5.3		Rec. 12-7
3.2.1.2 Residential (Multi)	Sect. 3.6.1.1.5.3		Rec. 12-7
3.2.1.3 Commercial (Business)	Sect. 3.6.1.1.5.3		Rec. 12-7
3.2.1.4 Drop Off / Buy Back	Sect. 3.9		Rec. 12-10
3.2.1.5 Special Materials	Sect. 3.7.1		Sect 3.7.1
3.2.1.6 Organic Materials	\$425.6		Rec. 5-7
3.2.1.7 Non-source Separated Recovery & Export	Sect. 3.8		Rec. 12-10
3.2.1.8 Education	Sect. 3.1.1.2		Rec. 4-1
Total Implemented Recycling Program Costs	\$425.6		Sect. 3.2.3
3.2.2 Funding Mechanisms for Implemented Recycling Programs are found in Tables 4.1.1.1 and 4.2.1.			
3.2.3 Proposed Recycling Programs			
Rec. 5-1 Recycling Potential Assessment	Sect. 3.6.1.1.5.2		Rec. 12-7
Rec. 5-2 Optimize Collection	Sect. 3.6.1.1.5.2		Rec. 12-10
Rec. 5-3 Collection Service Review	Sect. 3.6.1.1.5.2		Rec. 12-10
Rec. 5-4 Bulky Items	Sect. 3.6.1.1.5.5		Rec. 12-7
Rec. 5-5 Drop-off Review	Sect. 3.6.1.1.5.2		Rec. 12-10
Rec. 5-6 Processing Systems Review	Sect. 3.6.1.1.5.2		Rec. 12-10
Rec. 5-7 Composting Facilities	Sect. 3.2.1	\$246.0	\$160.0
Rec. 5-8 Design YW Collection Systems	Sect. 3.6.1.1.5.5		Rec. 5-7
Rec. 5-9 Yard Disposal Restrictions	Sect. 3.6.1.2.1		Rec. 12-10
Rec. 5-10 Long Term YW Planning	Sect. 3.6.1.1.5.5		Rec. 12-10
Rec. 5-11 Promotion and Education	Sect. 3.1.1.2		Rec. 4-1
Rec. 5-12 Batteries	Sect. 3.1.1.2.13		Rec. 4-2
Total Proposed Recycling Program Costs	Sect. 3.2.1	\$246.0	\$160.0
3.2.4 Funding Mechanisms for Proposed Recycling Programs are found in Tables 4.1.1.2-3 and 4.2.2-3.			
3.3 Solid Waste Collection Programs			
3.3.1 WUTC Regulated Haulers			
3.3.1.1 Sanitary Services Company (G-14)			
# Residential Customers	12,500	13,005	13,801
# Residential Tons Collected	6,633	6,901	7,323
# Commercial Customers	3,100	3,225	3,423
# Commercial Tons Collected	41,916	43,609	46,279
3.3.1.2 Nooksack Valley Disposal (G-166)			
# Residential Customers	2,109	2,194	2,329
# Residential Tons Collected	1,575	1,639	1,739
# Commercial Customers	323	336	357
# Commercial Tons Collected	2,088	2,172	2,305
3.3.1.3 Blaine Bay Refuse (G-145)			
# Residential Customers	1,724	1,825	1,937
# Residential Tons Collected	1,274	1,326	1,407
# Commercial Customers	265	276	293
# Commercial Tons Collected	2,973	3,093	3,282
3.3.1.4 Point Distributors (G-155)			
# Residential Customers	313	326	346
# Residential Tons Collected	370	385	409
# Commercial Customers	38	40	42
# Commercial Tons Collected	579	602	639

SYSTEM COMPONENT COSTS, cont.

	<u>1997</u>	<u>1999</u>	<u>2002</u>
3.3.2 Non-regulated Solid Waste Haulers			
3.3.2.1 Sanitary Service Company (City of Bellingham)			
# Customers	16,758	17,435	18,502
# Tons Collected	13,850	14,410	15,292
3.3.2.2 Nooksack Valley Disposal (Cities of Lynden, Everson, Nooksack & Sumas)			
# Customers	3,631	3,778	4,009
# Tons Collected	6,057	6,302	6,687
3.4 Energy Recovery & Incineration Programs			
3.4.1 Recomp of Washington			
3.4.1.1 1524 Slater Road, Ferndale, WA 98248 Recomp of Washington (Owner and Operator)			
3.4.1.2 Capacity	100 TPD	100 TPD	100 TPD
3.4.1.3 Actual SW Tonnage	22,577	22,577	22,577
3.4.1.4 By-pass and Ash	10,765	10,765	10,765
3.4.1.5 Capital and Operating Costs	N/A	N/A	N/A
3.4.1.6 Ash Disposal Costs	N/A	N/A	N/A
3.4.1.7 How Ash is Disposed	All ash to Rabanco Landfill through 2001		
3.4.1.8 Funding Mechanism	Tip Fee (see Sections 4.1.1 and 4.1.2)		
3.4.2 Olivine Corp.			
3.4.2.1 728 Thomas Road Bellingham, WA 98226 Olivine Corporation (Owner and Operator)			
3.4.2.2 Capacity	100 TPD	100 TPD	100 TPD
3.4.2.3 Actual SW Tonnage	4,465	0	0
3.4.2.4 By-pass and Ash	982	0	0
3.4.2.5 Capital and Operating Costs	N/A	N/A	N/A
3.4.2.6 Ash Disposal Costs	N/A	N/A	N/A
3.4.2.7 How Ash is Disposed	See Section 3.11, References and Assumptions		
3.4.2.8 Funding Mechanism	Tip Fee (see Sections 4.1.1 and 4.1.2)		
3.5 Land Disposal Programs			
3.5.1 County Construction Recyclers (CCR)			
3.5.1.1 1960 E. Hemmi Rd. Everson, WA 98247 Robert Muenscher Joan Muenscher			
3.5.1.2 WUTC Tonnage	0	0	0
3.5.1.3 Other Tonnage	4,456	4,636	4,920
3.5.1.4 Costs	N/A	N/A	N/A
3.5.1.5 Funding Mechanism	Tip Fee (See Sections 4.1.1 and 4.1.2)		
3.5.1 Foothills Recycling			
3.5.2.1 P.O Box 592 Deming, WA 98244 Robert McKay (Owner and Operator)			
3.5.2.2 WUTC Tonnage	N/A	N/A	N/A
3.5.2.3 Other Tonnage	N/A	N/A	N/A
3.5.2.4 Costs	N/A	N/A	N/A
3.5.2.5 Funding Mechanism	Tip Fee (See Sections 4.1.1 and 4.1.2)		

SYSTEM COMPONENT COSTS, cont.

	<u>1997</u>	<u>1999</u>	<u>2002</u>
3.5.3 Closed Publicly-Owned Landfills			
3.5.3.1 Whatcom County - Cedarville I			
Monitoring	\$58.9	\$44.2	\$42.5
Leachate Treatment	\$154.6	\$139.0	\$125.0
Total Costs	\$213.5	\$183.2	\$167.5
3.5.3.2 Whatcom County - Lynden-Birch Bay			
Monitoring	\$4.4	\$0	\$0
Leachate Treatment	\$0	\$0	\$0
Total Costs	\$4.4	\$0	\$0
3.5.3.3 City of Lynden			
Construction	\$0	\$70.0	\$0
Monitoring	\$0	\$7.0	\$1.0
Leachate Treatment	\$0	\$0	\$9.0
Total Costs	\$0	\$77.0	\$10.0
Grand Total, Public-Sector Landfill Costs	\$217.9	\$260.2	\$177.5

3.6 Administration Programs

3.6.1 Implemented Administration Programs

3.6.1.1 Jurisdictional Programs

3.6.1.1.1 Local Governments and State Agencies

\$0.0

Rec. 12-1

3.6.1.1.2 County Executive Committee

Sect. 3.6.1.1.5.5

Rec. 12-7

3.6.1.1.3 Health Department

3.6.1.1.3.1 Minimal Functional Standards

\$40.0

Rec. 12-4

3.6.1.1.3.2 Illegal Dumping and Litter

\$64.8

Rec. 12-5

3.6.1.1.3.3 Compost Quality Standard

\$13.5

Rec. 12-4

3.6.1.1.4 Solid Waste Advisory Committee

Sect. 3.6.1.1.5.5

Rec. 12-7

3.6.1.1.5 Public Works Department

3.6.1.1.5.1 Monitoring Closed Landfills

Sect. 3.5.3

Rec. 12-8

3.6.1.1.5.2 Monitoring and Evaluating SW

\$71.5

Rec. 12-10

3.6.1.1.5.3 Implementing WRR Programs

\$19.5

Rec. 12-7

3.6.1.1.5.4 Implementing HHW Programs

\$15.5

Rec. 12-7

3.6.1.1.5.5 Planning SWM Programs

\$10.1

Rec. 12-11

3.6.1.1.5.6 Market Development

\$0.0

Sect. 3.7.1.2

3.6.1.2 County Ordinances

3.6.1.2.1 Enforcing SW Ordinances

\$113.9

Rec. 12-7

3.6.1.3 Financing

3.6.1.3.1 Financing

Sect. 3.6.1.2.1

Rec. 12-13

Total Implemented Administration Program Costs

\$348.8

Sect. 3.6.3

3.6.2 Funding Mechanisms for Implemented Administration Programs are found in Tables 4.1.1.1 and 4.2.1.

SYSTEM COMPONENT COSTS, cont.

	<u>1997</u>	<u>1999</u>	<u>2002</u>
3.6.3 Proposed Administration Programs			
3.6.3.1 Jurisdictional Programs			
Rec. 12-1 Localities	Sect. 3.6.1.1	\$0.0	\$0.0
Rec. 12-2 NWAPA	Sect. 3.6.1.1		Rec. 12-7
Rec. 12-3 WUTC	Sect. 3.6.1.1		Rec. 12-7
Rec. 12-4 Health Dept. Enforcement	Sect. 3.6.1.2.1&3	\$53.3	\$200.0
Rec. 12-5 Illegal Dumping and Litter	Sect. 3.6.1.2.2	\$132.8	\$152.3
Rec. 12-6 SWAC	Sect. 3.6.1.1.5.5		Rec. 12-7
Rec. 12-7 Public Works Dept. Coordination	Sect. 3.6.1.1.5	\$76.8	\$135.0
Rec. 12-9 Implement Comp Plan	Sect. 3.6.1.1.5.3		Rec. 12-7
Rec. 12-10 Monitoring and Evaluating SW	Sect. 3.6.1.1.5.2	\$79.3	\$10.0
Rec. 12-11 Contingency Planning	Sect. 3.6.1.1.5.5		Rec. 12-7
3.6.3.2 County Ordinances			
Rec. 12-12 Maintain Disposal Ordinances	Sect. 3.6.1.2		Rec. 12-7
Rec. 12-13 Maintain Collection Ordinances	Sect. 3.6.1.2		Rec. 12-7
Rec. 12-14 Maintain Service Level Ordinances	Sect. 3.6.1.2		Rec. 12-7
Rec. 12-15 Illegal Dumping Clean ups	Sect. 3.6.1.1.2.2		Rec. 12-5
Rec. 12-16 Low Income Assistance		\$0.0	\$10.0
3.6.3.3 Financing			
Financing	Sect. 3.6.1.2.1		Rec. 12-12
Total Proposed Administration Program Costs	Sect. 3.6.3	\$342.2	\$555.3

3.6.4 Funding Mechanisms for Proposed Administration Programs are found in Tables 4.1.1.2-3 and 4.2.2-3.

3.7 Market Development

3.7.1 Implemented & Proposed Market Development Programs

3.7.1.1 Local Grants	\$11.3		Rec. 6-2
3.7.1.2 Rec. 6-1 Economic Development	-	\$0.0	\$70.0
3.7.1.3 Rec. 6-2 Demonstration Projects	-	\$25.0	\$50.0
3.7.1.4 Rec. 6-3 Additional Processing	-		Sect. 3.7.1.3
3.7.1.5 Rec. 6-4 Buy-Recycled - Business	Sect. 3.1.1.2		Rec. 4-6
3.7.1.6 Rec. 6-5 Buy-Recycled - Consumers	Sect. 3.1.1.2		Rec. 4-6
Total Market Development Programs Costs	\$11.3	\$25.0	\$120.0

3.8 Waste Processing and Export Programs

3.8.1 Recomp of Washington

3.8.1.1 1524 Slater Road, Ferndale, WA 98248 Recomp of Washington (Owner and Operator)			
3.8.1.2 Processing Capacity	50TPD	50TPD	50TPD
3.8.1.3 MSW Tonnage Composted	1,352	0	0
3.8.1.4 Rejected Compost	1,352	0	0
3.8.1.5 How Reject is Disposed	Export, included in Transfer Tonnage, below		
3.8.1.6 Total SW Tonnage Transferred for Export	32,253	33,556	35,610
3.8.1.7 Capital and Operating Costs	N/A	N/A	N/A
3.8.1.8 Funding Mechanism	Tip Fee (See Tables 4.1.1.1-3 and 4.1.2.1-3)		

SYSTEM COMPONENT COSTS, cont.

	<u>1997</u>	<u>1999</u>	<u>2002</u>
3.8.2 Recycling and Disposal Services (RDS)			
3.8.2.1 4916 LaBounty Rd. Ferndale, WA 98248 RDS (Owner and Operator)			
3.8.2.2 SW Tonnage Transferred for Export	36,513	37,988	40,313
3.8.2.3 Capital and Operating Costs	N/A	N/A	N/A
3.8.2.4 Funding Mechanism	Tip Fee (See Tables 4.1.1.1-3 and 4.1.2.1-3)		

3.9 Public Drop Box Programs

- 3.9.1 **Birch Bay Center**
4297 Birch Bay-Lynden Rd.
Lynden, WA 98264
- 3.9.2 **Cedarville Transfer Center**
Cedarville Rd
Bellingham, WA 98226
- 3.9.3 **Nooksack Valley Disposal Transfer Station**
250 Birch Bay-Lynden Rd.
Lynden, WA 98264
- 3.9.4 **Sanitary Service Co.**
1001 Roeder St.
Bellingham, WA 98225
- 3.9.5 **Point Distributors**
1423 Gulf Rd.
Point Roberts, WA 98281

3.10 Toxics Programs

3.10.1 Implemented Toxics Programs

3.10.1.1 Household HazWaste Ed.	\$19.2	Sect. 3.10.3.1	Rec. 4-2
3.10.1.2 Small Quantity Generator Ed.	\$5.1	Sect. 3.10.3.1	Rec. 4-2
3.10.1.3 Medium Risk Facility Operations	\$116.0	Sect. 3.10.3	
3.10.1.4 Medium Risk Facility Capital	\$241.5	Sect. 3.10.3	
Total Implemented Toxics Programs Costs	\$381.8	Sect. 3.10.3	

3.10.2 Funding Mechanisms for Implemented Toxics Programs are found in Tables 4.1.1.1 and 4.2.1.

3.10.3 Proposed Toxics Programs

3.10.3.1 Household HazWaste Ed.	Sect. 3.10.1.1	\$15.2	Rec. 4-2
3.10.3.2 Small Quantity Generator Ed.	Sect. 3.10.1.2	\$13.0	Rec. 4-2
3.10.3.3 Rec. 4-2 Reduce Toxicity	-	\$0.0	\$60.7
3.10.3.4 Medium Risk Facility Operations	Sect. 3.10.1.2	\$160.0	\$200.0
3.10.3.5 Medium Risk Facility Capital Costs	Sect. 3.10.1.3	\$0.0	\$0.0
Total Proposed Toxics Programs Costs	Sect. 3.10.1	\$188.2	\$260.7

3.10.4 Funding Mechanisms for Proposed Toxics Programs are found in Tables 4.1.1.2-3 and 4.2.2-3.

3.11 References and Assumptions for Section 3

All entries in this section are numbered according to the sub-section to which they refer. Relevant Comp Plan chapters are cited in parentheses at the beginning of each section.

3.1 Waste Reduction (Chapter 4)

- Section 3.1.1.2.1 \$3,000 of this total was money spent by the City of Lynden on an environmental program delivered solely to students within its school system.
- Section 3.1.1.2.10 This program is referred to as BTA, Envirostars, Commercial Waste Education and Small Quantity Generator Assistance in different portions of the Comp Plan and County budget documents. Its costs are assigned to **Section 3.10, Toxics**, since the educational effort was designed to help small businesses reduce the toxicity of their waste streams.
- Section 3.1.1.2.12 These grants are directed towards innovative projects to expand the markets for materials that have limited local markets. Their costs are assigned to **Section 3.7, Market Development**, since the grants are the vehicle for achieving all of the other objectives included in that section. With the elimination in 1997 of the SW disposal surcharge as the county's Solid waste revenue source, implementation of these programs has been delayed.
- Section 3.1.1.2.13 As with the Envirostars program, the costs for this educational program are placed in **Section 3.10, Toxics** because their funding is in fact accounted for separately from other Waste Reduction and Recycling educational expenses.
- Section 3.1.3 All funds that will support the activities in Recommendations 4-3, 4-4, 4-6, 4-8 and 5-11 are assigned to Recommendation 4-1, Continue WRR Education, along with all of the various smaller projects broken out individually in Sections 3.1.1.1 and 3.1.1.2.
- Recommendation 4-5 Home Composting total for 1999 includes \$1,300 in capital expenditures for the purchase of home composting bins. See Table 4.2.1.

3.2 Recycling (Chapter 5)

Recycling services are provided by private businesses to residents and businesses in Whatcom County. Their rates and costs are on file with the WUTC. All public expenditures on activities related to overseeing the operation of the privately owned collection and processing system are accounted for in Section 3.6, Administration Programs.

- Section 3.2.1.6 Expenditures for 1997 include both capital and operational costs. See Table 4.2.1.
- Section 3.2.1.7 The Health Department was actively involved in evaluating the MSW compost produced by Recomp in the first months of 1997. (Section 3.8.1.3 and 3.8.1.4) Following the arbitration decision, Recomp terminated its efforts to compost MSW for recycling or beneficial re-use. Thus all expenditures on this activity were paid for with county surcharge money.
- Section 3.2.1.8 & Rec. 5-11 Expenditures for Recycling Education are included in Section 3.1.1.2 and Rec. 4-1 with Waste Reduction and Prevention Educational expenditures.
- Recs. 5-1, 5-3, 5-4 5-5, 5-6, 5-9, 5-10 Expenditures for all of these oversight and planning activities are accounted for in **Section 3.6, Administration Programs.**

3.11 References and Assumptions for Section 3.2, Recycling, cont.

Recommendation 5-7 This includes all costs of operating the Bellingham Clean Green site, including operations, transportation and processing fees. The total for Year 6 drops substantially, rather than increases, because it is assumed that a very sizable portion of the material currently going to that site will be handled in some other manner- either through a network of drop off sites or, a change in ordinances that would lead to implementation of a universal yard waste collection program. It is quite conceivable that this number could reduce to \$0, since the City could determine either to close the site or initiate a fee for use policy. In either case, the impact on the City's SW budget would be large, and such a reduction would allow for the virtual elimination of the SW Utility tax, which was recently more than doubled (from 1.5% to 4.0% of gross revenues on solid waste collection within Bellingham), primarily to cover the increasing costs of running the Clean Green site.

3.3 Solid Waste Collection (Chapter 8)

All residential and commercial waste tonnages for Year 3 and Year 6 are calculated on the assumption that the per capita rate of generation will not change during the planning period and that, therefore, tonnage will increase in direct proportion to population (2% per year).

As was the case in Section 2, Waste Generation, the tonnage totals in this section do not reflect any impact from a possible county wide yard waste recycling program, since it is unclear at this time, what the actual quantity of materials diverted from the waste stream will be. If the DOE estimates for the amount of yard waste in are accurate for 1997, (Comp Plan, pp. 3-8 & 3-9) then there are only 3,000 tons of yard waste left in the waste stream. This does not correspond to the general sense that a large amount of organic yard waste is still in the waste stream. It also implies that a self-haul recycling program, open only two days out of the week, is achieving over 60% diversion. It seems reasonable to assume that the total amount of yard waste composted in the county will increase to 10,000 tons by year 6, as shown in Section 2.1 and Table 4.1.1.3. Until a waste stream analysis is performed as part of a Recycling Potential Assessment, however, it seems prudent not to try to estimate what portion of the 4,000 additional tons will be diverted from the existing waste stream.

- Section 3.3.1.1 Sanitary Service Company tonnage totals include one route in which a single packer truck collects both residential and commercial waste. For this route, SSC has developed a weight-based model that allows it to allocate total tonnage collected between the commercial and residential customers, which it did to generate the number reported.
- Section 3.3.1.2 Nooksack Valley Disposal collects residential and commercial waste together. Their tonnage report reflects the application of a generation rate model to the two waste streams that are commingled, along with their driver's best estimate for the division between the different waste streams.
- Section 3.3.1.3 Blaine Bay Refuse collects residential and commercial waste together. Their tonnage numbers reflect their employees' best estimate for the division between commercial and residential waste.
- Section 3.3.1.4 Point Distributors collects and receives commercial and residential waste together. The tonnage numbers reflect their employees' best estimate for the division between the different waste streams.

3.4 Energy Recovery & Incineration (Chapter 10)

Spaces filled with N/A indicate that the owner did not respond to the county's request for information.

- Section 3.4.1.3 Recomp's actual tonnage is given for the full year rather than as a daily average, since there were times when the burner was shut down for maintenance. The tonnage listed in this section is only that for solid waste and does not include approximately 3,800 tons of medical waste that was burned in 1997.

3.11 References and Assumptions for Section 3.4, Energy Recovery & Incineration, cont.

- Section 3.4.1.4 Recomp "By-pass and Ash" refers solely to tons of ash. "By-pass" material is accounted for as either landfill disposal tonnage or as recycling tonnage (in the case of metals recovered before or after incineration).
- Section 3.4.2.3 As in Section 3.4.1.3, above; this figure is the total quantity burned during the year, not a daily average as shown in the "Cost Assessment Guidelines...". A daily average could not be converted directly to the yearly total in any case, since the he incinerator did not run continually but was shut down completely from April to October of 1997.
- Section 3.4.2.4 As in 3.4.1.4, above; Olivine "By-pass and Ash" refers only to ash, and only to that portion which was shipped off site. The 247 tons of metals that were recovered before or after incineration are accounted for in Section 2.1, Tonnage Recycled.
- Section 3.4.2.7 Approximately 300 tons of bottom ash was washed and encapsulated in concrete, for use as construction blocks. The 50 tons of fly ash were shipped to Regional Disposal Company landfill in Arlington, Oregon, while 932 tons of bottom ash were sent to the Rabanco Landfill in Klickitat Co.

3.5 Land Disposal (Chapter 11)

- Section 3.5.1 CCR is only permitted to receive Construction and Demolition debris and source separated recyclables. It does, however, extract recyclable material from loads of C&D that it receives.
- Section 3.5.1.3 All material was brought by non-WUTC regulated companies, principally construction, demolition and land clearing companies.
- Section 3.5.2 Foothills Recycling operates as a C&D landfill, but does so without any permits or oversight by municipal, county, state or federal authorities.
- Section 3.5.3 There are no ongoing monitoring or treatment cost for any of the other 4 county or 2 municipally-owned landfills in Whatcom County.
- Section 3.5.3.1 Cedarville landfill reached final closure in 1993.
- Section 3.5.3.2 The expenditures in 1997 reflect a complaint driven remediation activity that is not anticipated to recur.
- Section 3.5.3.3 The City of Lynden plans to re-cap their landfill sometime in the next several years. The exact date and expense of that project will depend on a decision that is yet to be made on its final use. The expenditure planned for 1999 is to install a leachate collection system that will also transport the material directly to the Lynden sewage treatment facility.

3.6 Administration (Chapter 12)

As in Sections 3.1 and 3.2, mention of a section or recommendation number in a cost column means that the expenses on the listed activity are included in the total given for the reference component.

- Section 3.6.1.1.1 All of the local governmental bodies or agencies with expenditures in Solid Waste reported that they make no expenditures on general administrative activities and that all of the administrative costs are included in the expenditure figures for each program.
- Section 3.6.1.1.2 All Health Department programs are fully funded through CPG and Solid Waste funds.
- Section 3.6.1.1.2.1 This refers to general Solid Waste enforcement activities.
- Section 3.6.1.1.2.3 These activities were focused on the efforts by Recomp to compost MSW. After the termination of those efforts upon the demise of flow control, compost quality evaluation will focus on the efforts to compost yard, food and agricultural wastes.
- Section 3.6.1.1.5 This section includes all of the overhead and administrative activities and expenses of the Whatcom County Public Works Department in the field of Solid Waste.
- Section 3.6.1.1.5.3 This line includes \$4,000 spent by the City of Lynden on management of its capital purchases.
- Section 3.6.1.2 This represents staff time and legal fees expended in the effort to enforce the County's Flow Control Ordinance.
- Rec. 12-1 See note 3.6.1.1.1, above
- Rec. 12-4 This figure covers all general enforcement activities aside from illegal dumping, including facility inspections, air emission testing and evaluation of compost quality.
- Rec. 12-5 \$85,000 for pick up and disposal costs and \$47,300 in planning and enforcement activities.

3.11 References and Assumptions, cont.

3.7 Market Development (Chapter 6)

This Section was the hardest hit by the elimination of the County disposal surcharge. Whereas the Draft 1996 Comp Plan shows expenditures of over \$100,000 for Year 3, in fact, with reductions in DPW Solid Waste staffing and lower than expected revenues from the Solid Waste Collection Excise Tax which replaced it, expenditures in Year 1 were only \$11,300 and in Year 3 are only planned at \$25,000. It is expected that by Year 6, funding will be restored to levels targeted in the plan for Year 3.

3.8 MSW Processing and Export (Chapter 7)

As in Sections 3.4 and 3.5, N/A indicates that the facility operator did not provide a response to the county's request for information.

Section 3.8.1.3 As discussed in Section 3.8, it is not expected that any effort will be made to compost MSW in the future.

Section 3.8.1.6 As in Sections 2 and 3.3, disposal tonnages increase in direct proportion to anticipated population growth, without reflecting the removal of tonnages from expanded recycling of yard waste.

3.9 Public Drop Box Facilities (Chapter 9)

The county owns three of the sites which operate as transfer stations and charges nominal rent for their use. (Rent was \$50/month in 1997 and is being increased at two of those sites to \$100/month in 1999). That revenue is included as a revenue source for spending in Section 3.5.3, Land Disposal. Two private companies use their operational headquarters as drop box sites. In all cases, the costs of operations are fully covered by the tip fees charged at those sites.

3.10 Toxics (Comp Plan, pp. 3-13, 3-14, 4-4, 4-5 and 4-10)

The Hazardous Waste management system is examined in detail in the City of Bellingham and Whatcom County Hazardous Waste Plans.

Section 3.10.1.1 This program is not discussed in the Comp Plan but was funded as a component of the Hazardous Waste CPG received by the County in 1997.

Section 3.10.1.2 This program is discussed as Business Technical Assistance on pp. 4-4 and 4-5

Section 3.10.1.3 This program is run by the City of Bellingham but all construction, operational and disposal costs were paid for by Whatcom County, with CPG and county Solid Waste money as reflected in Tables 4.1.1 - 4.1.3. The program moved from its old location at the Bellingham Public Works Department Operations Shop to the newly constructed facility near the airport at the end of 1997.

Sections 3.10.3.1 & 3.10.3.2 These expenditures are budgeted as separate items in Year 3 budget, but are subsumed under Recommendation 4-2 in Year 6.

Section 3.10.3.3 This program is described in the Comp Plan as a one year intensive effort, beginning in the first year of the plan (which would have been 1997). It was not, in fact, implemented in 1997, and is not included in the budget for 1999. Thus, although the expected cost of \$60,700 could be assigned to any other year (or two years) of the plan, it has been placed in Year 6, so that it will be accounted for.

3.11 References and Assumptions for Section 3.4, Energy Recovery & Incineration, cont.

- Section 3.4.1.4 Recomp "By-pass and Ash" refers solely to tons of ash. "By-pass" material is accounted for as either landfill disposal tonnage or as recycling tonnage (in the case of metals recovered before or after incineration).
- Section 3.4.2.3 As in Section 3.4.1.3, above; this figure is the total quantity burned during the year, not a daily average as shown in the "Cost Assessment Guidelines...". A daily average could not be converted directly to the yearly total in any case, since the incinerator did not run continually but was shut down completely from April to October of 1997.
- Section 3.4.2.4 As in 3.4.1.4, above; Olivine "By-pass and Ash" refers only to ash, and only to that portion which was shipped off site. The 247 tons of metals that were recovered before or after incineration are accounted for in Section 2.1, Tonnage Recycled.
- Section 3.4.2.7 Approximately 300 tons of bottom ash was washed and encapsulated in concrete, for use as construction blocks. The 50 tons of fly ash were shipped to Regional Disposal Company landfill in Arlington, Oregon, while 932 tons of bottom ash were sent to the Rabanco Landfill in Klickitat Co.

3.5 Land Disposal (Chapter 11)

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- Section 3.5.1.3 All material was brought by non-WUTC regulated companies, principally construction, demolition and land clearing companies.
- Section 3.5.2 Foothills Recycling operates as a C&D landfill, but does so without any permits or oversight by municipal, county, state or federal authorities.
- Section 3.5.3 There are no ongoing monitoring or treatment cost for any of the other 4 county or 2 municipally-owned landfills in Whatcom County.
- Section 3.5.3.1 Cedarville landfill reached final closure in 1993.
- Section 3.5.3.2 The expenditures in 1997 reflect a complaint driven remediation activity that is not anticipated to recur.
- Section 3.5.3.3 The City of Lynden plans to re-cap their landfill sometime in the next several years. The exact date and expense of that project will depend on a decision that is yet to be made on its final use. The expenditure planned for 1999 is to install a leachate collection system that will also transport the material directly to the Lynden sewage treatment facility.

3.6 Administration (Chapter 12)

As in Sections 3.1 and 3.2, mention of a section or recommendation number in a cost column means that the expenses on the listed activity are included in the total given for the reference component.

- Section 3.6.1.1.1 All of the local governmental bodies or agencies with expenditures in Solid Waste reported that they make no expenditures on general administrative activities and that all of the administrative costs are included in the expenditure figures for each program.
- Section 3.6.1.1.2 All Health Department programs are fully funded through CPG and Solid Waste funds.
- Section 3.6.1.1.2.1 This refers to general Solid Waste enforcement activities.
- Section 3.6.1.1.2.3 These activities were focused on the efforts by Recomp to compost MSW. After the termination of those efforts upon the demise of flow control, compost quality evaluation will focus on the efforts to compost yard, food and agricultural wastes.
- Section 3.6.1.1.5 This section includes all of the overhead and administrative activities and expenses of the Whatcom County Public Works Department in the field of Solid Waste.
- Section 3.6.1.1.5.3 This line includes \$4,000 spent by the City of Lynden on management of its capital purchases.
- Section 3.6.1.2 This represents staff time and legal fees expended in the effort to enforce the County's Flow Control Ordinance.
- Rec. 12-1 See note 3.6.1.1.1, above
- Rec. 12-4 This figure covers all general enforcement activities aside from illegal dumping, including facility inspections, air emission testing and evaluation of compost quality.
- Rec. 12-5 \$85,000 for pick up and disposal costs and \$47,300 in planning and enforcement activities.

Table 4.1.1.1 - Facility Funding Mechanisms, Year 1, 1997

Facility Name and Location	Type of Facility	Tip Fee Per Ton	Transfer Cost	Final Disposal Location	Total Tons Received or Disposed	Total Revenue Generated (Tip Fee x Tons)
1 Olivine Corp 928 Thomas Road Bellingham, WA 98226	Incinerator	Varied widely \$30 - \$80/ton - SW	N/A	932 tons bottom ash to Roosevelt 50 tons fly ash to Arlington	4,465 tons - SW	N/A
2 Recomp of Washington 1254 Slater Road Ferndale, WA 98247	Incinerator	Varied widely \$40 - \$90/ton - SW \$65/ton - YW for 983 tons - YW	N/A	all ash to Rabanco Landfill Klickitat Co. DeWilde's Nursery	22,577 tons - SW	N/A
	Composter		\$25,994		4,510 tons - YW	\$62,587
Lynden Compost Plant 800 South 6th St. Lynden, WA 98264	Biosolids & Brush Composter	not in operation				
3 Recomp of Washington 1254 Slater Road Ferndale, WA 98247	Drop-off, Transfer	Varied widely \$40 - \$90/ton - SW	N/A	Rabanco Landfill Klickitat Co.	32,253 tons - SW	N/A
4 Recovery & Disposal Services 4916 LaBounty Rd. Ferndale, WA 98248	Drop-off & Transfer	Varied widely \$40-\$80/ton - SW	N/A	Oregon Waste Systems Arlington, Or.	36,513 tons - SW	N/A
5 County Construction Recyclers 1960 E. Hemmi Rd. Everson, WA 98248	Landfill	\$16/yd C&D only	None	Same	14,852 cu.yds (4,456 tons at 600lbs/yd)	\$237,632
Foothills Recycling P.O. Box 592 Deming, WA 98244	Landfill	N/A C&D only	None	Same	N/A	N/A
Birch Bay Drop Box Center 4297 Birch Bay-Lynden Rd. Lynden, WA 98264	Drop-off, Transfer	\$200/ton - SW	N/A	Recomp then Rabanco	240.06 tons - SW	\$24,006
Cedarville Transfer Center Cedarville Rd. Bellingham, WA 98226	Drop-off, Transfer	\$200/ton - SW	N/A	Recomp then Rabanco	293.02 tons - SW	\$29,302
Nooksack Valley Transfer St. 250 Birch Bay - Lynden Rd. Lynden, WA 98264	Drop-off, Transfer	\$200/ton - SW	N/A	RDS then Oregon	384.87 tons - SW	\$76,974
		YW only \$40/ton	N/A	Skagit Soils	680 tons - YW	\$27,200
Sanitary Service Co. 1001 Roeder St. Bellingham, WA 98225	Drop-off, Transfer	\$28/cu.yd. - SW	N/A	Recomp then Rabanco	117.92 tons - SW	\$23,582
6 Point Distributors 1423 Gulf Road Point Roberts, WA 98281	Drop-off, Transfer	\$28/cu.yd. - SW	N/A	Recomp then Rabanco	216 tons - SW	\$43,200
7 Bellingham "Clean Green" Corner of Woburn & Lakeway Dr. Bellingham, WA 98226	Drop-off, Transfer YW only	Free to Residents \$65/ton processing cost to City from Oct. - Dec.	\$25,994	Recomp Compost Facility	17,078 cu.yds (4,510 tons total) only 963 tons were charged for	Total cost = \$126,705
8 Disposal of Toxics 3505 Airport Dr. Bellingham, WA 98226	Drop-off, Transfer HHW only	Free to Residents & SQG's Disposal Price varies by material	Varies by material	Varies by Material	50.2 tons - Res. 5.2 tons - SQG	Total cost = \$115,987

Table 4.1.1.2 - Facility Funding Mechanisms, Year 3, 1999

Facility Name and Location	Type of Facility	Tip Fee Per Ton	Transfer Cost	Final Disposal Location	Total Tons Received or Disposed	Total Revenue Generated (Tip Fee x Tons)
1 Olivine Corp 928 Thomas Road Bellingham, WA 98226	Incinerator	Closed				
2 Recomp of Washington 1254 Slater Road Ferndale, WA 98247	Incinerator	Expected to vary moderately, near \$78/ton - SW (at year's start)	N/A	Rabanco Landfill Klickitat Co.	22,577 tons - SW	N/A
3 Lynden Compost Plant 800 South 6th St. Lynden, WA 98264	Composter Biosolids & Brush only	none	N/A	Sale	1,800 cu. yd. chipped brush and wood chips	Total cost borne by Sewer Fund
Recomp of Washington 1254 Slater Road Ferndale, WA 98247	Drop-off, Transfer	Expected to vary moderately, near \$78/ton - SW \$45/ton - YW	N/A	Rabanco Landfill Klickitat Co.	33,557 tons - SW	Approximately \$2,617,446
Recovery & Disposal Services 4916 LaBounty Rd. Ferndale, WA 98248	Drop-off & Transfer	Expected to vary moderately, near \$76/ton - SW \$45/ton - YW	N/A	Oregon Waste Systems Arlington, Or. Skagit Soils Skagit Co., WA	37,988 tons-SW	Approximately \$2,887,088
County Construction Recyclers 1960 E. Hemmi Rd. Everson, WA 98248	Landfill	\$16/yd C&D only	None	Same	15,452 cu. yds. (4,636 tons at 600lbs/yd)	\$247,232
Foothills Recycling P.O. Box 592 Deming, WA 98244	Landfill	N/A C&D only	None	Same	N/A	N/A
4 Birch Bay Drop Box Center 4297 Birch Bay-Lynden Rd. Lynden, WA 98264	Drop-off, Transfer	\$220/ton - SW	N/A	Recomp then Rabanco	200 tons - SW	\$44,000
4 Cedarville Transfer Center Cedarville Rd. Bellingham, WA 98226	Drop-off, Transfer	\$220/ton - SW	N/A	Recomp then Rabanco	250 tons - SW	\$55,000
Nooksack Valley Transfer St. 250 Birch Bay - Lynden Rd. Lynden, WA 98264	Drop-off, Transfer	\$200/ton - SW \$80/ton - YW Brush free for LENS residents	N/A N/A N/A	RDS then Oregon Skagit Soils Lynden Compost Plant	300 tons - SW 750 tons - YW 1000 cu.yd. chipped brush	\$60,000 \$60,000 N/A
4 Sanitary Service Co. 1001 Roeder St. Bellingham, WA 98225	Drop-off, Transfer	\$30/cu.yd. - SW	N/A	Recomp then Rabanco	100 tons - SW	\$22,000
Point Distributors 1423 Gulf Road Point Roberts, WA 98281	Drop-off, Transfer	\$28/cu.yd. - SW	N/A	Recomp then Rabanco	225 tons - SW	\$42,745
5 Bellingham "Clean Green" Corner of Woburn & Lakeway Dr. Bellingham, WA 98226	Drop-off, Transfer YW only	Free to Residents Processing fee of \$30/ton	\$50,000	Skagit Soils Compost Facility	5,200 tons	\$246,000 total cost
6 Disposal of Toxics 3505 Airport Dr. Bellingham, WA 98226	Drop-off, Transfer HHW only	Free to Residents & SQG's Disposal Price varies by material	Varies by material	Varies by Material	60 tons - Res. 6 tons - SQG	\$160,000 total cost

Table 4.1.1.3 - Facility Funding Mechanisms, Year 6 - 2002

Facility Name and Location	Type of Facility	Tip Fee Per Ton	Transfer Cost	Final Disposal Location	Total Tons Received or Disposed	Total Revenue Generated (Tip Fee x Tons)
1 Olivine Corp 928 Thomas Road Bellingham, WA 98226	Incinerator	Expected to be closed			0 tons - SW	
2 Recomp of Washington 1254 Slater Road Ferndale, WA 98247	Incinerator Composter	Expected to vary moderately from \$90 - \$100/ton - SW \$65/ton - YW	N/A	Rabanco Landfill Klickitat Co. nurseries and residences	22,577 tons - SW 10,000 tons - YW	N/A \$650,000
3 Lynden Compost Plant 800 South 6th St. Lynden, WA 98264	Composter Biosolids & Brush	none	none	Sale	2,500 cu.yd. chipped brush and woodchips	total cost borne by Sewer Fund
Recomp of Washington 1254 Slater Road Ferndale, WA 98247	Drop-off, Transfer	Expected to vary moderately from \$90 - \$100/ton - SW	N/A	Rabanco Landfill Klickitat Co.	35,610 tons - SW	Approximately \$3,382,950
Recovery & Disposal Services 4916 LaBounty Rd. Ferndale, WA 98248	Drop-off & Transfer	Expected to vary moderately from \$85 - \$95/ton - SW	N/A	Oregon Waste Systems Arlington, Or.	40,313 tons - SW	Approximately \$3,628,170
County Construction Recyclers 1960 E. Hemmi Rd. Everson, WA 98248	Landfill	\$16/yd C&D only	None	Same	16,398 cu.yds. (5,018 tons at 600lbs/yd)	\$262,368
Foothills Recycling P.O. Box 592 Deming, WA 98244	Landfill	N/A C&D only	None	Same	N/A	N/A
4 Birch Bay Drop Box Center 4297 Birch Bay-Lynden Rd. Lynden, WA 98264	Drop-off, Transfer	\$220/ton - SW \$80/ton - YW	N/A N/A	Recomp then Rabanco Recomp	150 tons - SW 500 tons YW	\$33,750 \$40,000
4 Cedarville Transfer Center Cedarville Rd. Bellingham, WA 98226	Drop-off, Transfer	\$220/ton - SW \$80/ton - YW	N/A N/A	Recomp then Rabanco Recomp	200 tons - SW 500 ton - YW	\$45,000 \$40,000
Nooksack Valley Transfer St. 250 Birch Bay - Lynden Rd. Lynden, WA 98264	Drop-off, Transfer	\$200/ton - SW \$80/ton - YW Brush free for LENS residents	N/A N/A N/A	RDS then Oregon Skagit Soils Lynden Compost Plant	250 tons - SW 975 tons - YW 1000 cu.yd. chipped brush	\$50,000 \$78,000 N/A
4 Sanitary Service Co. 1001 Roeder St. Bellingham, WA 98225	Drop-off, Transfer	\$30/cu.yd. - SW \$16/cu.yd. - YW	N/A N/A	Recomp then Rabanco Recomp	50 tons - SW 250 tons - YW	\$10,500 \$16,000
4 Point Distributors 1423 Gulf Road Point Roberts, WA 98281	Drop-off, Transfer	\$28/cu.yd - SW \$16/cu.yd. - YW	N/A N/A	Recomp then Rabanco Recomp	200 tons - SW 250 tons - YW	\$39,200 \$16,000
5 Bellingham "Clean Green" Corner of Woburn & Lakeway Dr. Bellingham, WA 98226	Drop-off, Transfer YW only	Free to Residents \$65/ton processing cost to City	\$15,000 transport	Recomp Compost Facility	1,846 tons	Total cost = \$160,000
6 Disposal of Toxics 3505 Airport Dr. Bellingham, WA 98226	Drop-off, Transfer HHW only	Free to Residents & SQG's Disposal Price varies by material	Varies by material	Varies by Material	75 tons - Res. 7.5 tons - SQG	Total cost = \$200,000

Table 4.1.2.1 - Tip Fee Components, Year 1, 1997

Facility Name	Tip Fee	Transport Cost	Operational Cost	Admin Fee	City Tax	County Tax	Closure Fees	Permits	Other
Olivine Corp 928 Thomas Road Bellingham, WA 98226	varied \$30-\$80/ton-SW	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Recomp of Washington 1254 Slater Road Ferndale, WA 98247	varied; \$40-90/ton-SW	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Lynden Compost Plant 800 South 6th St. Lynden, WA 98264	Composter Biosolids & Brush	not in operation							
1 Recomp of Washington 1254 Slater Road Ferndale, WA 98247	varied; \$45-90/ton-SW \$65/ton - YW	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Recovery & Disposal Services 4916 LaBounty Rd. Ferndale, WA 98248	varied; \$40-80/ton-SW \$45/ton-SW	N/A	N/A	N/A	none	none	N/A	N/A	N/A
County Construction Recyclers 1960 E. Hemmi Rd. Everson, WA 98248	\$16/cu.yd. C&D only	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Foothills Recycling P.O. Box 592 Deming, WA 98244	unknown	N/A	N/A	N/A	none	none	N/A	N/A	N/A
2 Birch Bay Drop Box Center 4297 Birch Bay-Lynden Rd. Lynden, WA 98264	\$200/ton - SW	N/A	N/A	N/A	none	none	N/A	N/A	rent \$600/yr.
2 Cedarville Transfer Center Cedarville Rd. Bellingham, WA 98226	\$200/ton - SW	N/A	N/A	N/A	none	none	N/A	N/A	rent \$600/yr.
Nooksack Valley Transfer St. 250 Birch Bay - Lynden Rd. Lynden, WA 98264	\$200/ton - SW	N/A	N/A	N/A	none	none	N/A	N/A	
Sanitary Service Co. 1001 Roeder St. Bellingham, WA 98225	\$28/cu.yd - SW	N/A	N/A	N/A	none	none	N/A	N/A	
2 Point Distributors 1423 Gulf Road Point Roberts, WA 98281	\$28/cu.yd. - SW	N/A	N/A	N/A	none	none	N/A	N/A	rent \$600/yr.
Bellingham "Clean Green" Corner of Woburn & Lakeway D Bellingham, WA 98226	Free to residents	\$25,994	\$38,124	none	none	none	none	\$990	Processing fee= \$62,587 (\$ 65/ton after Oct.)
Disposal of Toxics 3505 Airport Dr. Bellingham, WA 98226	Free to residents	\$33,967 Transport included in disposal fee	\$82,020	none	none	none	none	\$3,960	Total cost = \$115,987 Disposal fees vary by chemical

Table 4.1.2.2 - Tip Fee Components, Year 3, 1999

Facility Name	Tip Fee	Transport Cost	Operational Cost	Admin Fee	City Tax	County Tax	Closure Fees	Permits	Other
Olivine Corp 928 Thomas Road Bellingham, WA 98226	Closed	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Recomp of Washington 1254 Slater Road Ferndale, WA 98247	\$78/ton-SW	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Lynden Compost Plant 800 South 6th St. Lynden, WA 98264	Biosolids & Brush	none	N/A	none	none	none	N/A	N/A	
Recomp of Washington 1254 Slater Road Ferndale, WA 98247	\$78/ton-SW \$45/ton-YW	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Recovery & Disposal Services 4916 LaBounty Rd. Ferndale, WA 98248	\$76/ton - SW \$45/ton - YW	N/A	N/A	N/A	none	none	N/A	N/A	N/A
County Construction Recyclers 1960 E. Hemmi Rd. Everson, WA 98248	\$16/cu.yd. C&D only	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Foothills Recycling P.O. Box 592 Deming, WA 98244	unknown	N/A	N/A	N/A	none	none	N/A	N/A	N/A
1 Birch Bay Drop Box Center 4297 Birch Bay-Lynden Rd. Lynden, WA 98264	\$220/ton - SW	N/A	N/A	N/A	none	none	N/A	N/A	rent \$1,200/yr.
1 Cedarville Transfer Center Cedarville Rd. Bellingham, WA 98226	\$220/ton - SW	N/A	N/A	N/A	none	none	N/A	N/A	rent \$1,200/yr.
Nooksack Valley Transfer St. 250 Birch Bay - Lynden Rd. Lynden, WA 98264	\$200/ton-SW \$80/ton - YW Brush free	N/A N/A	N/A N/A	N/A N/A	none none	none none	N/A	N/A	
1 Sanitary Service Co. 1001 Roeder St. Bellingham, WA 98225	\$30/cu.yd-SW	N/A	N/A	N/A	none	none	N/A	N/A	
Point Distributors 1423 Gulf Road Point Roberts, WA 98281	\$28/cu.yd.-SW	N/A	N/A	N/A	none	none	N/A	N/A	rent \$600/yr.
2 Bellingham "Clean Green" Corner of Woburn & Lakeway D Bellingham, WA 98226	Free to residents	\$50,000	\$40,000	none	none	none	none	\$990	Processing fee= \$156,000 (5,200 tons w/ tip fee of \$ 30/ton)
3 Disposal of Toxics 3505 Airport Dr. Bellingham, WA 98226	Free to residents	\$70,000 Transport costs included with disposal	\$90,000	none	none	none	none	\$3,960	Total cost= \$160,000 Disposal fees vary by chemical

Table 4.1.2.3 - Tip Fee Components, Year 6, 2002

Facility Name	Tip Fee	Transport Cost	Operational Cost	Admin Fee	City Tax	County Tax	Closure Fees	Permits	Other
Olivine Corp 928 Thomas Road Bellingham, WA 98226	Expected to be closed	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Recomp of Washington 1254 Slater Road Ferndale, WA 98247	\$90-\$100 - SW Expected to vary moderately	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Lynden Compost Plant 800 South 6th St. Lynden, WA 98264	Composter Biosolids & Brush	none	N/A	none	none	none	N/A	\$630	
Recomp of Washington 1254 Slater Road Ferndale, WA 98247	Expected to vary moderately \$90-\$100 - SW \$65/ton - YW	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Recovery & Disposal Services 4916 LaBounty Rd. Ferndale, WA 98248	Expected to vary moderately \$85-\$95 - SW \$45/ton-YW	N/A	N/A	N/A	none	none	N/A	N/A	N/A
County Construction Recyclers 1960 E. Hemmi Rd. Everson, WA 98248	\$16/cu.yd. C&D only	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Foothills Recycling P.O. Box 592 Deming, WA 98244	Unknown	N/A	N/A	N/A	none	none	N/A	N/A	N/A
Birch Bay Drop Box Center 4297 Birch Bay-Lynden Rd. Lynden, WA 98264	\$220/ton - SW \$80/ton - YW	N/A	N/A	N/A	none	none	N/A	N/A	rent \$1,200/yr.
Cedarville Transfer Center Cedarville Rd. Bellingham, WA 98226	\$220/ton - SW \$80/ton - YW	N/A	N/A	N/A	none	none	N/A	N/A	rent \$1,200/yr.
Nooksack Valley Transfer St. 250 Birch Bay - Lynden Rd. Lynden, WA 98264	\$200/ton - SW \$80/ton - YW	N/A	N/A	N/A	none	none	N/A	N/A	
Sanitary Service Co. 1001 Roeder St. Bellingham, WA 98225	\$30/cu.yd - SW \$16/ cu.yd - YW	N/A	N/A	N/A	none	none	N/A	N/A	
Point Distributors 1423 Gulf Road Point Roberts, WA 98281	\$28/cu.yd - SW \$16/ cu.yd - YW	N/A	N/A	N/A	none	none	N/A	N/A	rent \$600/yr.
1 Bellingham "Clean Green" Corner of Woburn & Lakeway Bellingham, WA 98226	Free to residents	\$15,000	\$25,000	none	none	none	none	\$990	Processing fee= \$120,000 (1,846 tons w/ Tip Fee of \$ 65/ton)
2 Disposal of Toxics 3505 Airport Dr. Bellingham, WA 98226	Free to residents	\$100,00 Transport included with disposal	\$100,000	none	none	none	none	\$3,960	Total cost=\$200,000 disposal fees vary by chemical

Table 4.1.3.1 - Program Funding Mechanism, Year 1, 1997 (in \$000's)

Name of Program Funding Mechanism will Defray Cost	Section Reference	CPG	County SW Fund	County Excise Tax	Bellingham SW Utility Tax	Lynden Sewer & Water Funds & Utility Tax	Other	Total Expenditures
Implemented Waste Reduction	Sect. 3.1.1							
Material Reuse	3.1.1.1.1		\$0.8	\$0.2				\$1.0
Cloth Diaper Service	3.1.1.1.2		\$0.8	\$0.2				\$1.0
Grocery Bag Rebate, etc.	3.1.1.1.3		\$0.8	\$0.2				\$1.0
Schools	3.1.1.2.1	\$19.0	\$12.0	\$3.0		\$3.0		\$37.0
Hotline	3.1.1.2.2	\$17.0	\$12.0	\$3.0				\$32.0
Media	3.1.1.2.3	\$6.2	\$5.6	\$1.2				\$13.0
Public Speaking	3.1.1.2.4		\$1.6	\$0.4				\$2.0
Publications	3.1.1.2.5	\$11.0	\$46.6	\$4.9				\$62.5
Permanent info sites	3.1.1.2.6		\$0.8	\$0.2				\$1.0
Diaper Education	3.1.1.2.7		\$1.6	\$0.4				\$2.0
Tree Tag	3.1.1.2.8		\$0.8	\$0.2				\$1.0
Master Composter	3.1.1.2.9	\$12.8	\$6.0	\$1.5				\$20.3
Business Assistance (B.T.A.)	3.1.1.2.10							Sect. 3.10.1.1
Paper Tiger	3.1.1.2.11		\$0.8	\$0.2				\$1.0
Total Waste Reduction Expenditures		\$66.0	\$90.1	\$15.6	\$0.0	\$3.0	\$0.0	\$174.8
Implemented Recycling	Sect. 3.2.1							
Residential (1-4 family)	3.2.1.1							Sect. 3.6.1.1.5.3
Residential (Multi-family)	3.2.1.2							Sect. 3.6.1.1.5.3
Commercial (Business)	3.2.1.3							Sect. 3.6.1.1.5.3
DropBox Facilities	3.2.1.4							Sect. 3.9
Special Materials	3.2.1.5							Sect. 3.7.1
Organic Materials	3.2.1.6	\$88.1	\$52.7	\$11.4	\$62.6	\$210.8		\$425.6
Non-source Separated Recovery	3.2.1.7							Sect. 3.8
Education	3.2.1.8							Sect. 3.1.1.2
Total Recycling Expenditures		\$88.1	\$52.7	\$11.4	\$62.6	\$210.8	\$0.0	\$425.6
Regulated Solid Waste Collection	Sect. 3.3							\$0.0
Energy Recovery and Incineration	Sect. 3.4							\$0.0
Land Disposal	Sect. 3.5							
Private Landfills	3.5.1 & 3.5.2							\$0.0
1 Publicly owned Landfills	3.5.3 & 3.5.4	\$0.0	\$161.5	\$33.2	\$0.0	\$0.0	\$23.2	\$217.9
Administrative Programs	Sect. 3.6							
Jurisdictional Programs	3.6.1.1							
Local Government Expenditures	3.6.1.1.1							\$0.0
Health Department - Minimal Functional	3.6.1.1.2.1	\$26.0	\$11.2	\$2.8				\$40.0
2 Health Department - Litter	3.6.1.1.2.2		\$16.5	\$4.0	\$42.0		\$2.3	\$64.8
Health Department - Compost Quality	3.6.1.1.2.3	\$9.0	\$4.5					\$13.5
County Council and Exec. Cttee.	3.6.1.1.3							Sect. 3.6.1.1.5.2
SWAC	3.6.1.1.4							Sect. 3.6.1.1.5.2
DPW - Monitoring Closed Landfills	3.6.1.1.5.1							Sect. 3.5.3
3 DPW - Monitoring and Evaluating SW	3.6.1.1.5.2		\$48.1	\$10.5		\$12.9		\$71.5
3 DPW - Implementing WRR Programs	3.6.1.1.5.3		\$10.7	\$2.8		\$4.0	\$2.0	\$19.5
3 DPW - Implementing HHW Programs	3.6.1.1.5.4		\$10.7	\$2.8			\$2.0	\$15.5
3 DPW - Planning SW Programs	3.6.1.1.5.5		\$6.5	\$2.1			\$1.4	\$10.0
Market Development	3.6.1.1.5.6							Sect. 3.7.1
Ordinances	3.6.1.2							
3 DPW - Implementing SW Ordinances	3.6.1.2.1		\$73.6	\$12.7			\$27.6	\$113.9
Financing	3.6.1.3							Sect. 3.6.1.2.1
Total Administration Expenditures		\$35.0	\$181.9	\$37.7	\$42.0	\$4.0	\$48.2	\$348.8
Market Development	Sect. 3.7							
Local Grants	3.1.1.2.12	\$0.0	\$9.3	\$2.0	\$0.0	\$0.0	\$0.0	\$11.3
MSW Processing and Export	Sect. 3.8							\$0.0
Drop Box Facilities	Sect. 3.9							\$0.0
Toxics	Sect. 3.10							
Household HazWaste Education	3.10.1.1	\$16.7	\$2.0	\$0.5				\$19.2
Small Quantity Generator Ed. (B.A.P.)	3.10.1.2	\$3.9	\$1.0	\$0.2				\$5.1
4 MRW - Operations and Disposal	3.10.1.3	\$80.9	\$8.2	\$1.4	\$25.5			\$116.0
MRW - Facility Construction	3.10.1.4	\$144.9	\$76.6	\$20.0				\$241.5
Total Toxics Expenditures		\$246.4	\$87.8	\$22.1	\$25.5	\$0.0	\$0.0	\$381.8
Grand Total Expenditures, Year 1		\$435.6	\$583.3	\$122.0	\$130.1	\$217.8	\$71.4	\$1,560.2

Table 4.1.3.2 - Program Funding Mechanism, Year 3, 1999 (in \$000's)

Name of Program Funding Mechanism will Defray Cost	Section Reference	CPG	County Excise Tax	Bellingham SW Utility Tax	Lynden Utility Tax	Other	Total Expenditures
Waste Reduction							
Rec. 4-1 Continue Education	Sect. 3.1.3						
Rec. 4-2 Reduce Toxicity		\$85.0	\$58.1		\$1.5		\$144.6
Rec. 4-3 Reuse							Sec. 3.10.3.1
Rec. 4-4 Packaging Reduction							Rec. 4-1
Rec. 4-5 Home Composting		\$14.4	\$9.6				Rec. 4-1
Rec. 4-6 Education at Source							\$24.0
Rec. 4-7 Business Waste Reduction							Rec. 4-1
Rec. 4-8 Government Waste Reduction							Sec. 3.10.3.2
							Rec. 4-1
Total Waste Reduction Expenditures		\$99.4	\$67.7	\$0.0	\$1.5	\$0.0	\$168.6
Recycling							
Rec. 5-1 Recycling Potential Assessment	Sect. 3.2.3						Rec. 12-7
Rec. 5-2 Optimize Collection							Rec. 12-10
Rec. 5-3 Collection Service Review							Rec. 12-10
Rec. 5-4 Bulky Items							Rec. 12-7
Rec. 5-5 Drop-off Review							Rec. 12-10
Rec. 5-6 Processing Systems Review							Rec. 12-10
Rec. 5-7 Composting Facilities			\$89.9	\$156.0			\$246.0
Rec. 5-8 Yard Waste Collection Systems							Rec. 5-7
Rec. 5-9 Yard Disposal Restrictions							Rec. 12-10
Rec. 5-10 Long Term Yardwaste Planning							Rec. 12-10
Rec. 5-11 Promotion and Education							Rec. 4-1
Rec. 5-12 Batteries							Rec. 4-2
Total Recycling Expenditures		\$0.0	\$89.9	\$156.0	\$0.0	\$0.0	\$246.0
Regulated Solid Waste Collection							
	Sect. 3.3						\$0.0
Energy Recovery and Incineration							
	Sect. 3.4						\$0.0
Land Disposal							
	Sect. 3.5						
Private Landfills	3.5.1 & 3.5.2						
1 Publicly owned Landfills	3.5.3 & 3.5.4	\$0.0	\$180.2	\$0.0	\$77.0	\$3.0	\$260.2
Administrative							
	Sect. 3.6						
Jurisdictional	Sec. 3.6.3.1						\$0.0
Rec. 12-1 Local Governments							Rec. 12-7
Rec. 12-2 NWAPA							Rec. 12-7
Rec. 12-3 WUTC							\$53.3
Rec. 12-4 Health Dept. - Enforcement		\$30.0	\$23.3				\$132.8
2 Rec. 12-5 Health Dept. - Litter & Dumping		\$20.0	\$33.5	\$45.0		\$34.3	Rec. 12-7
Rec. 12-6 SWAC							\$76.8
Rec. 12-7 DPW - Coordination			\$76.8				Rec. 12-10
Rec. 12-8 DPW - Balance Costs							Rec. 12-7
Rec. 12-9 DPW - Implementation							\$79.3
3 Rec. 12-10 DPW- Monitor & Evaluate			\$54.3			\$25.0	Rec. 12-10
Rec. 12-11 Contingency Planning							Rec. 12-10
Ordinances							
	Sect. 3.6.3.2						
Rec. 12-12 Disposal District							Rec. 12-7
Rec. 12-13 Collection District							Rec. 12-7
Rec. 12-14 Service Level Ordinance							Rec. 12-7
Rec. 12-15 Illegal Dumping							Rec. 12-5
Rec. 12-16 Low Income Assistance							\$0.0
Financing							
	Sect. 3.6.3.3						Rec. 12-7
Total Administration Expenditures		\$50.0	\$187.9	\$45.0	\$0.0	\$59.3	\$342.2
Market Development							
	Sect. 3.7						
Rec. 6-1 Economic Development							Rec. 6-2
Rec. 6-2 Demonstration Projects			\$25.0				\$25.0
Rec. 6-3 Additional Processing							Rec. 6-2
Rec. 6-4 Buy Recycled - Business							Rec. 4-1
Rec. 6-5 Buy Recycled - Consumer							Rec. 4-6
Total Market Development Expenditures		\$0.0	\$25.0	\$0.0	\$0.0	\$0.0	\$25.0
MSW Processing and Export							
	Sect. 3.8						\$0.0
Drop Box Facilities							
	Sect. 3.9						\$0.0
Toxics							
	Sect. 3.10						
Household HazWaste Education		\$6.9	\$8.3				\$15.2
Small Quantity Generator Ed. (B.A.P.)		\$6.0	\$7.0				\$13.0
MRW - Operations and Disposal		\$100.0	\$60.0				\$160.0
MRW - Facility Construction							\$0.0
Total Toxics Expenditures		\$112.9	\$75.3	\$0.0	\$0.0	\$0.0	\$188.2
Grand Total Expenditures, Year 3		\$262.3	\$626.0	\$201.0	\$78.5	\$62.3	\$1,230.1

Table 4.1.3.3 - Program Funding Mechanism, Year 6, 2002 (in \$000's)

Name of Program Funding Mechanism will Defray Cost	Section Reference	CPG	County Excise Tax	Bellingham SW Utility Tax	Lynden Utility Tax	Other	Total Expenditures
Waste Reduction	Sect. 3.1.3						
Rec. 4-1 Continue Education		\$43.1	\$28.7				\$71.8
Rec. 4-2 Reduce Toxicity						Sec. 3.10.3.1	
Rec. 4-3 Reuse						Rec. 4-1	
Rec. 4-4 Packaging Reduction						Rec. 4-1	
Rec. 4-5 Home Composting		\$14.4	\$9.6				\$24.0
Rec. 4-6 Education at Source						Rec. 4-1	
Rec. 4-7 Business Waste Reduction						Sec. 3.10.3.2	
Rec. 4-8 Government Waste Reduction						Rec. 4-1	
Total Waste Reduction Expenditures		\$57.5	\$38.3	\$0.0	\$0.0	\$0.0	\$95.8
Recycling	Sect. 3.2.3						
Rec. 5-1 Recycling Potential Assessment						Rec. 12-7	
Rec. 5-2 Optimize Collection						Rec. 12-10	
Rec. 5-3 Collection Service Review						Rec. 12-10	
Rec. 5-4 Bulky Items						Rec. 12-7	
Rec. 5-5 Drop-off Review						Rec. 12-10	
Rec. 5-6 Processing Systems Review						Rec. 12-10	
Rec. 5-7 Composting Facilities			\$60.0	\$100.0			\$160.0
Rec. 5-8 Yard Waste Collection Systems						Rec. 5-7	
Rec. 5-9 Yard Disposal Restrictions						Rec. 12-10	
Rec. 5-10 Long Term Yardwaste Planning						Rec. 12-10	
Rec. 5-11 Promotion and Education						Rec. 4-1	
Rec. 5-12 Batteries						Rec. 4-2	
Total Recycling Expenditures		\$0.0	\$60.0	\$100.0	\$0.0	\$0.0	\$160.0
Regulated Solid Waste Collection	Sect. 3.3						\$0.0
Energy Recovery and Incineration	Sect. 3.4						\$0.0
Land Disposal	Sect. 3.5						
Private Landfills	3.5.1 & 3.5.2						
1 Publicly owned Landfills	3.5.3 & 3.5.4	\$0.0	\$164.5	\$0.0	\$10.0	\$3.0	\$177.5
Administrative	Sect. 3.6						
Jurisdictional	Sect. 3.6.3.1						
Rec. 12-1							\$0.0
Rec. 12-2						Rec. 12-7	
Rec. 12-3						Rec. 12-7	
2 Rec. 12-4		\$44.5	\$121.2	\$48.0		\$34.3	\$248.0
Rec. 12-5			\$152.3				\$152.3
Rec. 12-6						Rec. 12-7	
3 Rec. 12-7			\$113.0			\$22.0	\$135.0
Rec. 12-8						Rec. 12-7	
Rec. 12-9						Rec. 12-7	
Rec. 12-10			\$10.0				\$10.0
Rec. 12-11						Rec. 12-7	
Ordinances	Sect. 3.6.3.2						
Rec. 12-12						Rec. 12-7	
Rec. 12-13						Rec. 12-7	
Rec. 12-14						Rec. 12-7	
Rec. 12-15						Rec. 12-5	
Rec. 12-16			\$10.0				\$10.0
Financing	Sect. 3.6.3.3						Rec. 12-7
Total Administration Expenditures		\$44.5	\$406.5	\$48.0	\$0.0	\$56.3	\$555.3
Market Development	Sect. 3.7						
Rec. 6-1 Economic Development			\$70.0				\$70.0
Rec. 6-2 Demonstration Projects			\$50.0				\$50.0
Rec. 6-3 Additional Processing						Sec. 3.7.1.1	
Rec. 6-4 Buy Recycled - Business						Rec. 4-6	
Rec. 6-5 Buy Recycled - Consumers						Rec. 4-6	
Total Market Development Expenditures			\$120.0	\$0.0	\$0.0	\$0.0	\$120.0
MSW Processing and Export	Sect. 3.8						
Drop Box Facilities	Sect. 3.9						
Toxics	Sect. 3.10						
Household HazWaste Education						Rec. 4-2	
Small Quantity Generator Education						Rec. 4-2	
Rec. 4-2 - Reduce Toxicity		\$36.2	\$24.5				\$60.7
MRW - Operations and Disposal		\$120.1	\$79.9				\$200.0
MRW - Facility Construction							\$0.0
Total Toxics Expenditures		\$156.3	\$104.4	\$0.0	\$0.0	\$0.0	\$260.7
Grand Total Expenditures, Year 6		\$258.3	\$893.7	\$148.0	\$10.0	\$59.3	\$1,369.3

4.3 References and Assumptions for Section 4

Due to rounding, some of the sums in various rows and columns of the tables in Section 4.1.3 and Section 4.2 fail (by no more than .1 thousand dollars) to add up to the total given for that row or column.

References in bold refer to general elements of that Section or Table.

All entries are listed by Section. Column references are not numbered.

Within each Table, references are numbered in ascending order.

Row numbers are provided with the notation, for added clarity.

"N/A" means that the firm did not provide the requested information.

If a box is blank, it means that the item does not pertain.

Section 4.1.1 Funding Mechanism Summary, by Facility

For purposes of distinguishing between different elements of a single facility, Recomp's incineration and composting activities have been presented separately from its transfer/disposal activities.

All revenues, where provided, represent a straight multiplication of reported (or projected) tonnages and reported tip fees. For public facilities, total costs of the program are presented using the same calculation method.

Table 4.1.1.1 Year 1, 1997

Column 3	Tip fees at Olivine, Recomp and RDS varied tremendously due to the arbitration decision that effectively nullified the County's Solid Waste Disposal Ordinance. Prices at the beginning of the year were in the range of \$90/ton. Following the ruling, below-cost pricing, of between \$38 and \$45/ton, lasted for approximately six months, before returning to approximately \$70 by year's end.
(1) Row 1	The tonnage total given corresponds to the total tonnage reported as received to the DOE, minus noneligible materials and the pre- and post-incineration metal recovery.
(2) Row 2	The tonnage given here corresponds to the total tonnage reported to the DOE, minus noneligible materials and the pre- and post-incineration metal recovery. This number varies slightly from that obtained through other sources.
(3) Row 4	This tonnage includes the tonnage reported as transferred to the DOE and the 1,352 tons of composted MSW that was characterized as Solid Waste by the County Health Department.
(4) Row 5	This tonnage was reported by RDS to the Whatcom County Health Department.
(5) Row 6	CCR does not have a scale, so the tonnage is approximate and the yardage based on truck or container size. Since price is based on volume, the accuracy of the conversion yards to tons is immaterial to revenue generation.
(6) Row 12	Tonnage reflects the owner and operator's estimation of self hauled component of actual weight shipped, since the facility has no scale and serves as the transfer station for collected waste, as well as self-haul, in that area.
(7) Row 13	This activity takes place on City of Bellingham park land. Whatcom County pays all operational costs and hauling costs from county funding sources. Bellingham pays all composting costs from their SW Utility Tax.
(8) Row 14	Tonnage reflects all categories of accepted materials, some of which are recycled and some of which are disposed. Materials are accepted both from residents and small quantity generators (SQG's).

Table 4.1.1.2 Year 3, 1999

- (1)
Row 1 Olivine's operating permit was suspended following discovery of improper ash handling by a company which had leased the facility and restarted it in late 1997. Although the company is seeking to have the permit reinstated, it is not expected that their appeal will succeed in 1999.
- (2)
Row 2 Incineration tonnage is expected to remain constant due to regularly scheduled maintenance shut-downs and the use of some of its capacity to incinerate medical waste.
- (3)
Row 3 The Lynden Compost Plant began operations in June 1998. It uses biosolids from the sewage plant and chipped brush collected by (or dropped off at) Nooksack Valley Disposal (NVD). Under a contract renegotiation in 1997, some of the rate reductions generated from the deregulation of disposal in Whatcom County were put aside to reimburse NVD for their costs of collecting or receiving, then chipping and transporting brushy material to the municipally owned and operated composting facility. Lynden pays for operations at the plant from its Water and Sewage Utility taxes.
- (4)
Rows 8,9&11 Disposal costs at all transfer stations operated by Sanitary Service Company are expected to increase (from \$.10/lb to \$.11/lb.) due to increased labor costs.
- (5)
Row 13 All dollars and tons are final City of Bellingham and Whatcom County budget estimates and are based on quantities generated in 1997, as reflected in hauling receipts from Sanitary Service Co. which hauled the Yard Waste in that year. All loads were weighed.
- (6)
Row 14 The increase in quantities of materials diverted from the waste stream exceeds the 2% per year used in all other projections based on the assumption that many people still have large quantities of stored hazardous and medium risk waste or do not yet know of this program.

Table 4.1.1.3 Year 6, 2002

- (1)
Row 1 Although Olivine is seeking to have its permit suspension lifted and is also attempting to sell its incineration unit, it is not anticipated that the Olivine incinerator will restart operations.
- (2)
Row 2 This row contains a number of assumptions that are best explicitly stated:
- 1) The county will have developed a comprehensive approach to organics recycling which will include some form of curbside collection of Yard Waste, with the result that large amounts of material currently being burned or disposed of as Solid Waste will be recovered.
 - 2) Skagit Soils, the facility which currently composts Bellingham's yard waste, will be unable to expand its capacity sufficiently in time to make a successful bid for all County material by the end of 1999, when a new contract will be initiated.
 - 3) Recomp will still be able to handle all organic materials and will still be willing to do so at the same price (\$65/ton) which it offered at the time that the last contract was put out for bid.
 - 4) That the cost of hauling yard waste to Skagit County will prove to be higher than anticipated and that, therefore, the savings to Bellingham and the County will be lower than anticipated, especially versus the cost of delivering yard waste directly from the collection vehicles operating in Bellingham and Ferndale to Recomp.
- The most likely variations from these assumptions would be that the amount of organic material captured by the County's programs will be greater and that the price charged by Recomp will be lower than predicted. If either of these were to occur, the consequence would only be an increase in the probability likelihood that all the county's organics, (save those feeding the Lynden Bio-solids Plant), would be composted at Recomp.
- (3)
Row 3 The Lynden Public Works Director anticipated being at full operating capacity by the end of 1999 and gradually increasing capacity during the 20 year life of the facility, until nearly 4,500 tons of chipped brush and wood chips would be composted by the year 2018.

Table 4.1.1.3 Year 6, 2002 cont.

(4)

Rows 8,9,11
&12

Based on systems established in other Western Washington Counties, it is anticipated that the Whatcom County Organics Recycling system will rely on a network of "for-pay" drop-off sites, to augment optional house to house collection programs. The most logical sites will be those already established for receipt and transfer of solid waste on a "for-pay" basis. For this reason, YW is added to these sites for this year, at the rate currently charged by Nooksack Valley Disposal.

(5)

Row 13

Quantities of material brought to the Bellingham site are anticipated to fall dramatically with the institution of (optional) home collection of yard waste. Even if the site does not begin to charge for use of this site, the availability of a convenient collection service is likely to divert significant tonnage. If the facility is, indeed maintained and a fee is charged, it is possible that there will be no net cost for operation of this facility, due to further reduction in through tonnage and the revenue received. It is also possible that all costs for this site will disappear because the site is closed completely.

(6)

Row 14

As is true for Year 3, quantities are projected to increase above the rate of population growth. This is considered likely because of the continuing outreach that is expected to obtain the participation of new users.

Section 4.1.2 Tip Fee Components, by year

Table 4.1.2.1 Year 1, 1997

(1)

Row 3

Recomp received and composted all of the Yard Waste received at the Bellingham "Clean Green" site in 1997. During the first 9 months of the year, this service was provided at no charge as an element of the comprehensive disposal agreement between Recomp and the City. When the disposal agreement was amended, Recomp began charging \$65/ton for composting. Sanitary Service Co. provided the haul on a "per-box" basis for the whole year, at a rate that did not change.

(2)

Rows 8,9&12

The County owns the property used for three of the transfer facilities and charged \$50/month rent in 1997. The rent will increase at Cedarville and Birch Bay to \$100/month in 1999.

Table 4.1.2.2 Year 3, 1999

For this year, all pages:

Column 2

The rate given for Rows 2-4 reflects the charges in place at year's end 1998.

(1)

Rows 8,9&11

As mentioned in the note for Table 4.1.1.2, above, disposal rates at all Sanitary Services drop-box sites are expected to increase from \$.10/lb to \$.11/lb in 1999.

(2)

Row 13

The cost given here for transporting and processing Bellingham's Yard Waste is the 1999 budget amount. Actual expenditures will depend on actual tonnage.

(3)

Row 14

Transportation and disposal costs are projected to increase by nearly 100% while operational costs increase by only 25% because most of the operational costs are independent of quantities received.

Table 4.1.2.3 Year 6, 2002

(1)

Row 13

As discussed for Year 3, Row 13. Operational costs in this case do not decrease as greatly as transportation costs, since staffing requirements are somewhat independent of quantities received.

(2)

Row 14

Again, as discussed for Year 3, Row 14. Increased quantities result in larger increases in disposal and transportation fees than operational costs.

Section 4.1.3 Program Funding Mechanism Summary, by year

For all years, all pages:

- Column 1** Titles for programs in this column are those given in the Comp Plan, except as noted.
Column 2 Section numbers in this column refer to the location in the Cost Assessment in which this program is initially included, based on its mention in the Comp Plan.
Column 3 CPG refers to all those grants, regardless of project task, that are included in the County's agreement with the State.
Last Column to right In each table, Section references given in the last column on the right – Total Expenditures – refer to the section of the Cost Assessment to which the costs for this program are assessed.

Table 4.1.3.1 Year 1, 1997

For this year, all pages:

- Column 4** The Whatcom County Solid Waste Fund is the vehicle by which the Department of Public Works receives and dispurses money for its activities. Prior to 1997, the major source of revenue for this fund was the Solid Waste Disposal Surcharge, which had been set at \$9/ton by the end of 1996. Following the arbitration decision, the County elected to implement an existing Solid Waste Collection Excise Tax that had been passed on January 4, 1990. Expenditures made in 1997 (and to a much smaller degree in 1999) from this source made use of revenues that had been generated prior to 1997.
- Column 5** The County began collecting the Solid Waste Excise Tax in October of 1997 at the rate of \$6.50/ton. This rate was increased in April 1998 to \$8.50/ton. All haulers are assessed a tax on each ton of Solid Waste collected within the County. Recycling tonnage is not assessed.
- Column 6** Bellingham funds its Solid Waste activities from a tax on the gross revenues of solid waste collection within its boundaries. In 1997 this was set at 1.5% of those revenues. In order to pay for the increasing cost of processing the material collected at its Clean Green site, this rate was increased to 4% for 1999.
- Column 7** Most of the capital costs of establishing the Lynden Composting Plant were borne by the Lynden Sewer and Water Funds, since the brushy material obtained and processed at that Plant were essential co-composting ingredients for the management of its Sewage Plant solids.
- Column 8** This category includes a wide range of minor funding sources. The precise source is noted for each expenditure assigned to this category.
- (1) \$1,800 of this amount represents rent for the three closed county landfills that were used as Drop box locations,
\$21,400 of this amount represents the leachate treatment fees received from Olivine Corporation. The County received and treated leachate generated at the Olivine incinerator site. This revenue is the difference between what it cost the County to treat this material and what it charged Olivine.
 - (2) This \$2,300 is the unreimbursed litter expenditures made by the City of Blaine for annual community clean-up activities.
 - (3) \$45,900 in interest was earned on the balance of the Solid Waste Fund. It comprises the sum of all of the dollar amounts assigned to general administrative activities of the Department of Public Works in the remaining rows of this column.
 - (4) This \$25,500 was paid by the City of Bellingham to ensure that construction of the Disposal of Toxics Facility was not interrupted by the loss of County's established funding mechanism during the year.

Table 4.1.3.2 Year 3, 1999

For this year, all pages;

- Column 4 The County Solid Waste Excise Tax is currently anticipated to generate approximately \$650,000 in 1998. Actual revenues for 1999 will not be known until all regulated and non-regulated haulers complete their tonnage reports for that year, sometime in the middle of the year 2000. Payments are made quarterly on estimated tonnage collected.
- Column 5 Bellingham funds its Solid Waste activities from a tax on the gross revenues of solid waste collection within its boundaries. In 1999 this rate was increased to 4%.
- Column 6 Capital costs for construction of a leachate delivery system from the landfill to the Sewage Treatment facility, and on-going operational expenses in later years will be paid out of receipts from the City's Utility Tax.
- Column 8 This category includes a wide range of minor funding sources. The precise source is noted for each expenditure assigned to this category.
- (1) This \$3,000 was obtained from rent on three closed County landfills being used as drop-box stations.
 - (2) \$2,300 of this represents the unreimbursed expenditures by Blaine for community clean-ups. \$32,000 of this was obtained from a DoE Litter Control Grant.
 - (3) This \$25,000 is the anticipated interest earned on the balance of the County Solid Waste Fund.

Table 4.1.3.3 Year 6, 2002

For this year, all pages;

- Column 4 The County Solid Waste Excise Tax is currently projected to generate approximately \$725,585 on taxable tonnage of 85,363 in 2002. Actual revenues will not be known until tonnage reports for that year are submitted in mid-2003. While this figure would represent a deficit of over \$200,000 from the expenditures projected for that year, given projected taxable tonnage, the County will be reviewing its exemption policy with an eye towards reducing the amount of residential self-hauling that takes place (note the reduced tonnages for the five drop box stations in Year 6 of the plan – Table 4.1.1.3). Expansion of Urban Growth Areas and the enforcement of the burn ban in the year 2000 is also likely to divert material not currently included into the formal waste management system and thereby increase taxable tonnage.
- Column 5 Bellingham funds its Solid Waste activities from a tax on the gross revenues of solid waste collection within its boundaries. By 2002, due to implementation of comprehensive Yard Waste recycling programs, it is likely that this rate will be reduced from the 1999 level of 4%.
- Column 6 Administrative and operational expenses of managing the landfill's leachate collection and treatment system will be paid out of receipts from the City's Utility Tax.
- Column 8 This category includes a wide range of minor funding sources. The precise source is noted for each expenditure assigned to this category.
- (1) This \$3,000 was obtained from rent on three closed County landfills being used as drop-box stations.
 - (2) \$32,000 of this is projected to come from a continuation of the Litter Control Grant created in 1999. The remaining \$2,300 represents the unreimbursed expenditures by Blaine for community clean-ups.
 - (3) This \$22,000 is the anticipated amount of interest earned on the balance of the County Solid Waste Fund.

Section 4.2 Funding Mechanism Summary, by year

All of the tables in this section include actual and projected dollar figures by program and funding source, as well as the percentage of program expenditures that these dollars represent.

These tables show that in 1997, with the disruption in the County's funding source, the portion of public expenditures funded by the Whatcom County Department of Public Works fell to just under 50% (49.8%). (In 1996, the percentage funded by the County's Disposal Surcharge was 64% and it was projected to comprise 59% for 1997 prior to the ruling that rendered it uncollectable). A new funding mechanism was implemented and the bugs worked out in 1998, so that by 1999, the County portion will increase back to 53%. Under the assumption of only a slight reduction in the level of State funding (from \$294,500 in 1999 to \$290,300 in 2002) the County portion will rise to just over 70% of total public sector expenditures by Year 6.

Table 4.2.1 Year 1 – 1997

This table includes a division for every program between Capital Expenses (K) and Operation & Education (Ops & Ed) expenditures, at the request of the WUTC. As this shows, public expenditures in Year 1 for new plant and equipment were 50% of operational cost for the year. This was the result of construction and equipment purchases for three different facilities – the Bellingham Clean Green site, the Disposal of Toxics facility and the Lynden Biosolids Composting Plant.

Table 4.2.2 Year 3 – 1999

Although the County Excise Tax was implemented in the last quarter of 1997 and was in place throughout 1998, revenues generated by the new funding source could not be predicted with great confidence. Consequently, spending for 1999 was kept below levels projected by the Comp Plan, and some programs had their implementation delayed or their funding level reduced. For Year 3, anticipated taxable tonnage of 80,439, should provide \$683,732 based on the current rate of \$8.50/ton of Solid Waste collected. Since expenditures are budgeted at \$626,000, this revenue, if realized, will provide a surplus of just over \$57,000 that can be used to begin replenishing the County's Solid Waste Fund after the heavy draw-down made in 1997.

Table 4.2.3 Year 6 – 2002

If taxable tonnage increases as projected in Section 2, and the County's Excise Tax rate is not adjusted, revenues in 2002 will be \$725,581, while expenditures supported by that revenue source are projected at \$893,700, leaving a deficit of \$168,119. Therefore, there will be a need to increase either the assessment rate or the quantity of solid waste that is eligible for the tax.

Total Solid Waste tonnage, as opposed to that which is collected and thereby liable to the excise tax, is projected to reach 105,780 tons in Year 6. Thus, if the County's total tonnage can be taxed, revenues will rise to \$933,130, and will yield a surplus of \$39,400. This amount could be used to replenish the County Solid Waste Fund or support additional programs. Since levying a surcharge at the disposal site has been eliminated as a funding option, it will be necessary to design and implement an alternative mechanism or to force all solid waste to be hauled by taxable haulers.

Alternatively, if the number of tons liable to the tax is not increased, it will be necessary to increase the tax rate on those tons which can be reached in order to fund all programs projected by the Comp Plan. Assuming that the projected 2% per annum solid waste generation rate projected in Section 2 occurs, the tax rate would have to be raised to \$10.47/ton on the 85,363 tons that are projected to be hauled in 2002.

If this option is unacceptable to the Whatcom County Council, or if the implementation of a comprehensive Yard Waste recycling system within the County reduces the number of taxable tons even further, then the final option, short of making further withdrawals from the County Solid Waste Fund will be to cancel, delay or reduce funding for some or all of the programs outlined in the County Comprehensive Solid Waste Plan.

5 CONCLUSION

Since the Whatcom County Flow Control Ordinance was ruled to be unenforceable in February, 1997, most components of the solid waste management system in the county have shifted to the private sector. While this has reduced the need for public expenditures in the planning and management of operations, and has in some cases resulted in lower costs for both recycling and disposal services and solid waste services, it has also resulted in a situation in which the major decisions about the future of waste management in the county are being made without regard to State & County solid waste management priorities.

Very significant elements of the total cost structure of waste management in Whatcom County cannot be calculated because many of the private companies involved in solid waste management or recycling have stopped providing information to Whatcom County or the relevant state agencies. Consequently, efforts to project changes in prices charged by those companies for waste collection, transfer or disposal services are essentially impossible. This report, therefore, focuses on whether any existing or proposed public sector programs might influence the solid waste or recycling rates paid by the people and businesses of Whatcom County in the future.

The principal mechanisms by which Whatcom County's governmental entities currently fund their programs are State grant money and dedicated Excise or Utility taxes. If a number of new programs begin to cost more than expected, several options would be available. Existing tax rates could be raised, the tax base expanded, or spending on other programs cut to levels below those projected in the Comp Plan. Most probably, some combination of spending cuts and tax increases would be used.

Thus, the Comp Plan and this Cost Assessment report reflect the County's best effort to project course of developments in the field of solid waste management. At the same time, recent changes in the underlying framework within the county and state leave this plan vulnerable to events over which the County and its member localities have very little control. Therefore, it may well be several more years until it will be possible to project the impact of the County's Comp Plan on Solid Waste rates with any greater certainty than that contained within this document.

APPENDIX B

Interlocal Agreements

WHATCOM COUNTY
BELLINGHAM, WA
01/31/92 09:44 AM
REQUEST OF: WHATCOM C
Shirley Forsyth, Auditor
BY: RMT, DEPUTY
\$.00
AMGR

Council
WHATCOM COUNTY
CONTRACT NO.
9109004

FIRST AMENDED
INTERLOCAL AGREEMENT

This agreement is executed by and between Whatcom County ("County") and the City of Bellingham ("City") (hereinafter jointly referred to as "the parties") for the purposes of establishing an integrated and coordinated solid waste management program for Whatcom County; fulfilling the City's and County's obligations under Chapter 70.95 RCW, and other state and federal laws and regulations governing solid waste management; and contributing to the health and safety of all Whatcom County residents. The parties make and enter into this First Amended Interlocal Agreement ("Agreement") effective as amended the 3rd day of Sept., 1991 for the purposes and under the terms contained herein. This Agreement supersedes the Interlocal Agreement between the parties bearing an effective date of July 25, 1989, and the Addendum of Clarification and Second Addendum of Clarification thereto.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the parties shall use the definitions found in

RCW 70.95.030; 70.138.020, and WAC 173-304-100, unless the context indicates otherwise.

Recitals

WHEREAS, the parties recognize the need and obligation to meet federal and state mandates for solid waste planning and management; and

WHEREAS, the parties believe that the comprehensive solid waste management plan ("Plan") can best be accomplished under the leadership of Whatcom County in cooperation with the City; and

WHEREAS, the City agrees that to implement the County's Plan the County must control the flow and disposal of all solid wastes originating within the City; and

WHEREAS, programs of solid waste reduction and recycling can be most effective when carried out pursuant to a coordinated Plan; and

WHEREAS, the County must have adequate funding to support its solid waste management activities and meet its financial

obligations for solid waste planning and management as required by law; and

WHEREAS, the parties are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

1. Authority and Responsibilities of the County: The City hereby delegates and grants to the County the following authorities and obligations to be exercised and assumed by the County on behalf of the City with only such limits as are herein specifically enumerated or provided by law. The County shall:

A. Prepare and submit for approval on behalf of the city and County a comprehensive solid waste management plan as provided in RCW 70.95.080 and related provisions of law. Such plan as finally prepared, amended, or modified shall, following referral to the Executive Committee as provided in Section 7 of this Agreement, be binding upon the City in its solid waste management;

B. Include within the Plan the official position of the County and signatory cities on the disposal of special incinerator ash in the County. The County Executive shall be the sole spokesman of participating local governments for the purpose of commenting to the Department of Ecology on ash management plans prepared pursuant to RCW 70.138.030(1), and disposal permit applications prepared pursuant to RCW 70.138.030(4). Notwithstanding the foregoing, the County recognizes that final determination of special incinerator ash disposal resides within the jurisdiction of the Department of Ecology;

C. Implement, in cooperation with the City, waste reduction and recycling programs within such City, as well as in unincorporated areas, all as enumerated in the Plan. Where appropriate and agreed, the County may provide funding to the City to implement such waste reduction and recycling program;

D. Include the City in a solid waste disposal district if such district is formed under the provisions of RCW 36.58.100 - .150. Any excise tax levied under the provisions of RCW 36.58 shall be a uniform percentage for all parties within the District. In the event that no such tax is imposed, the County may instead impose a fee upon disposal of waste from incorporated and

unincorporated areas through agreements with owners or operators of disposal facilities. The City is permitted to use County-approved disposal sites which have negotiated an agreement with the County. Said agreement may provide for a surcharge to be collected and paid to the County;

E. Acquire, construct, and operate within the corporate limits of the City, where provided for in Plan implementation, solid waste facilities including, but not limited to, transfer stations and recycling facilities, subject, however, to City zoning, building codes, and related land use ordinances.

2. Responsibilities of the City: The City hereby agrees:

A. That its cooperation with the County shall include, where appropriate, provisions in its franchise agreements with waste haulers to implement curbside recycling or other waste reduction and recycling programs of the adopted Plan;

B. To provide for mandatory solid waste collection within such City during the term of the Agreement;

C. Pursuant to the County flow control ordinance, the City agrees that commencing upon the effective date of such

ordinance, all solid waste generated within the City shall be processed or disposed of only as provided in such ordinance;

D. That, subject to law, the City grants to the County exclusive and complete jurisdiction over any solid waste originating outside of the County and imported into the City for disposal, or originating in the City and exported for disposal outside the County. Such jurisdiction is granted commencing upon the effective date of such ordinance. Any such import or export of solid waste shall only be on terms and conditions approved by the County; and

E. To cooperate in implementing Plan elements, particularly those related to solid waste reduction and recycling.

3. Financing: The County shall finance the programs provided for in the Plan by a combination of "tipping" fees, transfer station charges, taxes authorized by law (including RCW 36.58.140), and such other revenues, fees imposed pursuant to flow control ordinance, and charges as the County Council may authorize from time to time to fund its solid waste utility. If any excise tax as authorized by RCW 36.58.140 or fee as authorized by flow control ordinance is levied, it shall be calculated and utilized to pay costs related to:

H. Such other programs as the Executive Committee may recommend pursuant to the approved Solid Waste Management Plan.

A. Construction, operation, maintenance and closure of any landfill that may be developed in the future;

4. County Flow Control: The County shall control by County flow control ordinance all solid waste originating within the unincorporated areas of the County.

B. Funding of approved waste reduction and recycling programs when recommended by the Executive Committee or when adopted to implement the approved Comprehensive Solid Waste Management Plan;

5. Universal Garbage Collection: The County shall establish universal garbage collection in unincorporated areas of Whatcom County if a solid waste disposal district is formed under the provisions of RCW 36.58.100-.150 which includes the City.

C. Funding of moderate risk waste programs when recommended by the Executive Committee or when adopted to implement the approved Hazardous Waste Management Plan;

6. Termination of Agreement: The City or County may terminate this Agreement after June 1, 1991 by giving written notice no less than six (6) months prior to the last day of the County's budget year. Under current state law the last day of the County's budget year is December 31. The parties agree: (1) that termination will not absolve them of responsibility for meeting financial and other obligations outstanding at the time of termination and through the current County budget year; and (2) that prior to termination, a withdrawing city will prepare and receive Ecology approval of its own solid waste management plan.

D. Public educational programs related to the management of solid waste;

E. Construction, maintenance and operation of transfer stations;

F. Landfill closure and post closure improvements when recommended by the Executive Committee;

G. Administration and overhead expenses;

7. Formation of Executive Committee: The parties agree to form an Executive Committee to consider various matters in the management of the Plan that require the cooperation and joint action of each signatory to an interlocal agreement. The members of the Executive Committee shall be the County Executive and the mayor or mayor's representative from each city executing an interlocal agreement. The Executive Committee shall:

A. Meet at least annually, and more often as necessary, at the call of the County Executive or a majority of the mayors;

B. Approve the Plan or revisions or amendments thereto by majority vote for submission to the County Council; provided, that any member may file a minority report with the County Council or the Department of Ecology; provided further, that if a majority of members cannot agree on a plan revision or update, the County Executive may submit the Plan with the alternatives or objections of the mayors noted on the record;

C. Consider the direct implementation strategies for the Plan, including funding allocations as may be recommended to the County Council;

D. Review and recommend annually to the County Council whether there should be any revision to either (i) the tax rate assessed by the Solid Waste Disposal District, it being specifically agreed that the tax rate shall not exceed ten percent (10%) of any collection charge or (ii) the fee established pursuant to the flow control ordinance, it being specifically agreed that the rate shall not exceed nine dollars (\$9.00) per ton of mixed solid waste disposed of or ten percent (10%) of the basic fee for disposal of demolition and construction waste.

E. Prior to October 1 of each year, review and approve each program item in that portion of the County Executive's proposed solid waste budget which will be financed by revenues from either method referenced in section 7(D) of this Agreement. The program items so approved shall be contained in the budget which the County Executive recommends to the County Council. In the event that the County Council adopts a budget in excess of the recommended amount for any such approved program items, the Council and the Executive Committee shall submit to binding arbitration to determine the amounts that shall be financed by revenues from either method referenced in section 7(D) of this Agreement. The arbitration shall be conducted by a panel of three arbitrators, one

selected by the County Council, one selected by the Executive Committee, and the third selected by the other two. At the direction of the Executive Committee, the County shall remit any revenues in excess of the amount required to fund the approved portion of the County's solid waste budget, including any reserve accounts, to the cities to finance city solid waste programs. In any remittance, priority shall be given to city programs that provide County-wide benefits.

F. Review and approve any proposed revisions or amendments to the County's flow control ordinance. The County Executive shall propose to the County Council only those revisions or amendments that the Executive Committee has approved.

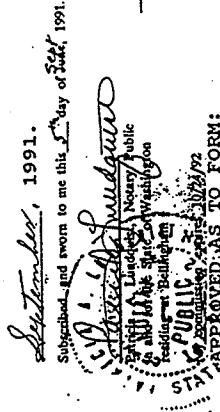
The County Council will issue a letter of intent to each city executing an interlocal agreement indicating its willingness to negotiate in good faith issues brought to the Council by the Executive Committee and to give good faith consideration/weight to the Executive Committee's recommendations.

8. Assets and Liabilities: On termination of this Agreement, any assets owned separately by a party shall remain the property of that party. In entering into this Agreement, neither

party assumes liability for the actions or activities of the other, except as provided by law or as may be agreed by the parties from time to time.

9. Implementing Agreements: The parties agree that routine operating agreements may be required from time to time to accomplish the purpose of this Agreement and the Plan. Any such operating agreement or understanding executed to implement this Agreement or the Plan which is signed by the County Executive and the Mayor shall be presumed to be binding on the parties unless contrary to law.

IN WITNESS HEREOF, this Agreement is executed this 3rd day of September, 1991.



WHATCOM COUNTY

BY Shirley Van Zanten
SHIRLEY VAN ZANTEN
County Executive

CITY OF

BY Blaine
Mayor

ATTEST:

Randall J. Watts
Randall J. Watts, Chief Civil
Deputy Prosecuting Attorney

J/A/et/25552-89.001\2fa.21v

RECEIVED
WHATCOM COUNTY
CONTRACT NO. 91002
SEP. 27. 1991

FIRST AMENDED
INTERLOCAL AGREEMENT

This agreement is executed by and between Whatcom County ("County") and the city of LYNDEN ("City") (hereinafter jointly referred to as "the parties") for the purposes of establishing an integrated and coordinated solid waste management program for Whatcom County; fulfilling the City's and County's obligations under Chapter 70.95 RCW, and other state and federal laws and regulations governing solid waste management; and contributing to the health and safety of all Whatcom County residents. The parties make and enter into this First Amended Interlocal Agreement ("Agreement") effective as amended the 15th day of October 1991 for the purposes and under the terms contained herein. This Agreement supersedes the Interlocal Agreement between the parties bearing an effective date of July 25, 1989, and the Addendum of Clarification and Second Addendum of Clarification thereto.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the parties shall use the definitions found in

RCW 70.95.030; 70.138.020, and WAC 173-304-100, unless the context indicates otherwise.

Recitals

WHEREAS, the parties recognize the need and obligation to meet federal and state mandates for solid waste planning and management; and

WHEREAS, the parties believe that the comprehensive solid waste management plan ("Plan") can best be accomplished under the leadership of Whatcom County in cooperation with the City; and

WHEREAS, the City agrees that to implement the County's Plan the County must control the flow and disposal of all solid wastes originating within the City; and

WHEREAS, programs of solid waste reduction and recycling can be most effective when carried out pursuant to a coordinated Plan; and

WHEREAS, the County must have adequate funding to support its solid waste management activities and meet its financial

obligations for solid waste planning and management as required by law; and

WHEREAS, the parties are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

1. Authority and Responsibilities of the County: The City hereby delegates and grants to the County the following authorities and obligations to be exercised and assumed by the County on behalf of the City with only such limits as are herein specifically enumerated or provided by law. The County shall:

A. Prepare and submit for approval on behalf of the City and County a comprehensive solid waste management plan as provided in RCW 70.95.080 and related provisions of law. Such plan as finally prepared, amended, or modified shall, following referral to the Executive Committee as provided in Section 7 of this Agreement, be binding upon the City in its solid waste management;

B. Include within the Plan the official position of the County and signatory cities on the disposal of special incinerator ash in the County. The County Executive shall be the sole spokesman of participating local governments for the purpose of commenting to the Department of Ecology on ash management plans prepared pursuant to RCW 70.138.030(1), and disposal permit applications prepared pursuant to RCW 70.138.030(4). Notwithstanding the foregoing, the County recognizes that final determination of special incinerator ash disposal resides within the jurisdiction of the Department of Ecology;

C. Implement, in cooperation with the City, waste reduction and recycling programs within such City, as well as in unincorporated areas, all as enumerated in the Plan. Where appropriate and agreed, the County may provide funding to the City to implement such waste reduction and recycling program;

D. Include the City in a solid waste disposal district if such district is formed under the provisions of RCW 36.58.100 - .150. Any excise tax levied under the provisions of RCW 36.58 shall be a uniform percentage for all parties within the District. In the event that no such tax is imposed, the County may instead impose a fee upon disposal of waste from incorporated and

unincorporated areas through agreements with owners or operators of disposal facilities. The City is permitted to use County-approved disposal sites which have negotiated an agreement with the County. Said agreement may provide for a surcharge to be collected and paid to the County;

E. Acquire, construct, and operate within the corporate limits of the City, where provided for in Plan implementation, solid waste facilities including, but not limited to, transfer stations and recycling facilities, subject, however, to City zoning, building codes, and related land use ordinances.

2. Responsibilities of the City: The City hereby agrees:

A. That its cooperation with the County shall include, where appropriate, provisions in its franchise agreements with waste haulers to implement curbside recycling or other waste reduction and recycling programs of the adopted Plan;

B. To provide for mandatory solid waste collection within such City during the term of the Agreement;

C. Pursuant to the County flow control ordinance, the City agrees that commencing upon the effective date of such

ordinance, all solid waste generated within the City shall be processed or disposed of only as provided in such ordinance;

D. That, subject to law, the City grants to the County exclusive and complete jurisdiction over any solid waste originating outside of the County and imported into the City for disposal, or originating in the City and exported for disposal outside the County. Such jurisdiction is granted commencing upon the effective date of such ordinance. Any such import or export of solid waste shall only be on terms and conditions approved by the County; and

E. To cooperate in implementing Plan elements, particularly those related to solid waste reduction and recycling.

3. Financing: The County shall finance the programs provided for in the Plan by a combination of "tipping" fees, transfer station charges, taxes authorized by law (including RCW 36.58.140), and such other revenues, fees imposed pursuant to flow control ordinance, and charges as the County Council may authorize from time to time to fund its solid waste utility. If any excise tax as authorized by RCW 36.58.140 or fee as authorized by flow control ordinance is levied, it shall be calculated and utilized to pay costs related to:

H. Such other programs as the Executive Committee may recommend pursuant to the approved Solid Waste Management Plan.

A. Construction, operation, maintenance and closure of any landfill that may be developed in the future;

B. Funding of approved waste reduction and recycling programs when recommended by the Executive Committee or when adopted to implement the approved Comprehensive Solid Waste Management Plan;

C. Funding of moderate risk waste programs when recommended by the Executive Committee or when adopted to implement the approved Hazardous Waste Management Plan;

D. Public educational programs related to the management of solid waste;

E. Construction, maintenance and operation of transfer stations;

F. Landfill closure and post closure improvements when recommended by the Executive Committee;

G. Administration and overhead expenses;

4. County Flow Control: The County shall control by County flow control ordinance all solid waste originating within the unincorporated areas of the County.

5. Universal Garbage Collection: The County shall establish universal garbage collection in unincorporated areas of Whatcom County if a solid waste disposal district is formed under the provisions of RCW 36.58.100-.150 which includes the City.

6. Termination of Agreement: The City or County may terminate this Agreement after June 1, 1991 by giving written notice no less than six (6) months prior to the last day of the County's budget year. Under current state law the last day of the County's budget year is December 31. The parties agree: (1) that termination will not absolve them of responsibility for meeting financial and other obligations outstanding at the time of termination and through the current County budget year; and (2) that prior to termination, a withdrawing city will prepare and receive Ecology approval of its own solid waste management plan.

7. Formation of Executive Committee; The parties agree to form an Executive Committee to consider various matters in the management of the Plan that require the cooperation and joint action of each signatory to an interlocal agreement. The members of the Executive Committee shall be the County Executive and the mayor or mayor's representative from each city executing an interlocal agreement. The Executive Committee shall:

A. Meet at least annually, and more often as necessary, at the call of the County Executive or a majority of the mayors;

B. Approve the Plan or revisions or amendments thereto by majority vote for submission to the County Council; provided, that any member may file a minority report with the County Council or the Department of Ecology; provided further, that if a majority of members cannot agree on a plan revision or update, the County Executive may submit the Plan with the alternatives or objections of the mayors noted on the record;

C. Consider the direct implementation strategies for the Plan, including funding allocations as may be recommended to the County Council;

D. Review and recommend annually to the County Council whether there should be any revision to either (i) the tax rate assessed by the Solid Waste Disposal District, it being specifically agreed that the tax rate shall not exceed ten percent (10%) of any collection charge or (ii) the fee established pursuant to the flow control ordinance, it being specifically agreed that the rate shall not exceed nine dollars (\$9.00) per ton of mixed solid waste disposed of or ten percent (10%) of the basic fee for disposal of demolition and construction waste.

E. Prior to October 1 of each year, review and approve each program item in that portion of the County Executive's proposed solid waste budget which will be financed by revenues from either method referenced in section 7(D) of this Agreement. The program items so approved shall be contained in the budget which the County Executive recommends to the County Council. In the event that the County Council adopts a budget in excess of the recommended amount for any such approved program items, the Council and the Executive Committee shall submit to binding arbitration to determine the amounts that shall be financed by revenues from either method referenced in section 7(D) of this Agreement. The arbitration shall be conducted by a panel of three arbitrators, one

selected by the County Council, one selected by the Executive Committee, and the third selected by the other two. At the direction of the Executive Committee, the County shall remit any revenues in excess of the amount required to fund the approved portion of the County's solid waste budget, including any reserve accounts, to the cities to finance city solid waste programs. In any remittance, priority shall be given to city programs that provide County-wide benefits.

F. Review and approve any proposed revisions or amendments to the County's flow control ordinance. The County Executive shall propose to the County Council only those revisions or amendments that the Executive Committee has approved.

The County Council will issue a letter of intent to each city executing an interlocal agreement indicating its willingness to negotiate in good faith issues brought to the Council by the Executive Committee and to give good faith consideration/weight to the Executive Committee's recommendations.

8. Assets and Liabilities: On termination of this Agreement, any assets owned separately by a party shall remain the property of that party. In entering into this Agreement, neither

11

Ed. June 27, 1991

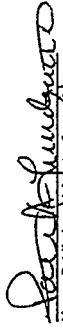
party assumes liability for the actions or activities of the other, except as provided by law or as may be agreed by the parties from time to time.

9. Implementing Agreements: The parties agree that routine operating agreements may be required from time to time to accomplish the purpose of this Agreement and the Plan. Any such operating agreement or understanding executed to implement this Agreement or the Plan which is signed by the County Executive and the Mayor shall be presumed to be binding on the parties unless contrary to law.


IN WITNESS HEREOF, this Agreement is executed this 1st day of Oct., 1991.

Subscribed and sworn to me this 1st day of Oct., 1991.

WHATCOM COUNTY


Notary Public in and for the State of
Washington, residing at 1017 1/2
My commission expires 10/25/91.

APPROVED AS TO FORM:


Randall J. Watts, Chief Civil
Deputy Prosecuting Attorney


SHIRLEY VAN ZANTEN
County Executive

CITY OF Whatcom

By 
Mayor

J:\et\25552-89.001\2fa.21v

12

Ed. June 27, 1991

WHATCOM COUNTY
BELLINGHAM, WA
01/20/92 10:23 AM
REQUEST OF: WHATCOM C
Shirley Forsler, AUDITOR
BY: WRT, DEPUTY
\$18.00 AMASR

Overruls
WHATCOM COUNTY
CONTRACT NO.
9109023

FIRST AMENDED
INTERLOCAL AGREEMENT

This agreement is executed by and between Whatcom County ("County") and the City of FERKOPLE ("City") (hereinafter jointly referred to as "the parties") for the purposes of establishing an integrated and coordinated solid waste management program for Whatcom County; fulfilling the City's and County's obligations under Chapter 70.95 RCW, and other state and federal laws and regulations governing solid waste management; and contributing to the health and safety of all Whatcom County residents. The parties make and enter into this First Amended Interlocal Agreement ("Agreement") effective as amended the 17 day of SEPT, 1991 for the purposes and under the terms contained herein. This Agreement supersedes the Interlocal Agreement between the parties bearing an effective date of July 25, 1989, and the Addendum of Clarification and Second Addendum of Clarification thereto.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the parties shall use the definitions found in

RCW 70.95.030; 70.138.020, and WAC 173-304-100, unless the context indicates otherwise.

Recitals

WHEREAS, the parties recognize the need and obligation to meet federal and state mandates for solid waste planning and management; and

WHEREAS, the parties believe that the comprehensive solid waste management plan ("Plan") can best be accomplished under the leadership of Whatcom County in cooperation with the City; and

WHEREAS, the City agrees that to implement the County's Plan the County must control the flow and disposal of all solid wastes originating within the City; and

WHEREAS, programs of solid waste reduction and recycling can be most effective when carried out pursuant to a coordinated Plan; and

WHEREAS, the County must have adequate funding to support its solid waste management activities and meet its financial

obligations for solid waste planning and management as required by law; and

WHEREAS, the parties are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

1. Authority and Responsibilities of the County: The City hereby delegates and grants to the County the following authorities and obligations to be exercised and assumed by the County on behalf of the City with only such limits as are herein specifically enumerated or provided by law. The County shall:

A. Prepare and submit for approval on behalf of the City and County a comprehensive solid waste management plan as provided in RCW 70.95.080 and related provisions of law. Such plan as finally prepared, amended, or modified shall, following referral to the Executive Committee as provided in Section 7 of this Agreement, be binding upon the City in its solid waste management;

B. Include within the Plan the official position of the County and signatory cities on the disposal of special incinerator ash in the County. The County Executive shall be the sole spokesman of participating local governments for the purpose of commenting to the Department of Ecology on ash management plans prepared pursuant to RCW 70.138.030(1), and disposal permit applications prepared pursuant to RCW 70.138.030(4). Notwithstanding the foregoing, the County recognizes that final determination of special incinerator ash disposal resides within the jurisdiction of the Department of Ecology;

C. Implement, in cooperation with the City, waste reduction and recycling programs within such City, as well as in unincorporated areas, all as enumerated in the Plan. Where appropriate and agreed, the County may provide funding to the City to implement such waste reduction and recycling program;

D. Include the City in a solid waste disposal district if such district is formed under the provisions of RCW 36.58.100 - .150. Any excise tax levied under the provisions of RCW 36.58 shall be a uniform percentage for all parties within the District. In the event that no such tax is imposed, the County may instead impose a fee upon disposal of waste from incorporated and

unincorporated areas through agreements with owners or operators of disposal facilities. The City is permitted to use County-approved disposal sites which have negotiated an agreement with the County. Said agreement may provide for a surcharge to be collected and paid to the County;

E. Acquire, construct, and operate within the corporate limits of the City, where provided for in Plan implementation, solid waste facilities including, but not limited to, transfer stations and recycling facilities, subject, however, to City zoning, building codes, and related land use ordinances.

2. Responsibilities of the City: The City hereby agrees:

A. That its cooperation with the County shall include, where appropriate, provisions in its franchise agreements with waste haulers to implement curbside recycling or other waste reduction and recycling programs of the adopted Plan;

B. To provide for mandatory solid waste collection within such city during the term of the Agreement;

C. Pursuant to the County flow control ordinance, the City agrees that commencing upon the effective date of such

ordinance, all solid waste generated within the City shall be processed or disposed of only as provided in such ordinance;

D. That, subject to law, the City grants to the County exclusive and complete jurisdiction over any solid waste originating outside of the County and imported into the City for disposal, or originating in the city and exported for disposal outside the County. Such jurisdiction is granted commencing upon the effective date of such ordinance. Any such import or export of solid waste shall only be on terms and conditions approved by the County; and

E. To cooperate in implementing Plan elements, particularly those related to solid waste reduction and recycling.

3. Financing: The County shall finance the programs provided for in the Plan by a combination of "tipping" fees, transfer station charges, taxes authorized by law (including RCW 36.58.140), and such other revenues, fees imposed pursuant to flow control ordinance, and charges as the County Council may authorize from time to time to fund its solid waste utility. If any excise tax as authorized by RCW 36.58.140 or fee as authorized by flow control ordinance is levied, it shall be calculated and utilized to pay costs related to:

H. Such other programs as the Executive Committee may recommend pursuant to the approved Solid Waste Management Plan.

A. Construction, operation, maintenance and closure of any landfill that may be developed in the future;

4. County Flow Control: The County shall control by County flow control ordinance all solid waste originating within the unincorporated areas of the County.

B. Funding of approved waste reduction and recycling programs when recommended by the Executive Committee or when adopted to implement the approved Comprehensive Solid Waste Management Plan;

5. Universal Garbage Collection: The County shall establish universal garbage collection in unincorporated areas of Whatcom County if a solid waste disposal district is formed under the provisions of RCW 36.58.100-.150 which includes the City.

C. Funding of moderate risk waste programs when recommended by the Executive Committee or when adopted to implement the approved Hazardous Waste Management Plan;

6. Termination of Agreement: The City or County may terminate this Agreement after June 1, 1991 by giving written notice no less than six (6) months prior to the last day of the County's budget year. Under current state law the last day of the County's budget year is December 31. The parties agree: (1) that termination will not absolve them of responsibility for meeting financial and other obligations outstanding at the time of termination and through the current County budget year; and (2) that prior to termination, a withdrawing city will prepare and receive Ecology approval of its own solid waste management plan.

D. Public educational programs related to the management of solid waste;

E. Construction, maintenance and operation of transfer stations;

F. Landfill closure and post closure improvements when recommended by the Executive Committee;

G. Administration and overhead expenses;

7. Formation of Executive Committee: The parties agree to form an Executive Committee to consider various matters in the management of the Plan that require the cooperation and joint action of each signatory to an interlocal agreement. The members of the Executive Committee shall be the County Executive and the mayor or mayor's representative from each city executing an interlocal agreement. The Executive Committee shall:

A. Meet at least annually, and more often as necessary, at the call of the County Executive or a majority of the mayors;

B. Approve the Plan or revisions or amendments thereto by majority vote for submission to the County Council; provided, that any member may file a minority report with the County Council or the Department of Ecology; provided further, that if a majority of members cannot agree on a plan revision or update, the County Executive may submit the Plan with the alternatives or objections of the mayors noted on the record;

C. Consider the direct implementation strategies for the Plan, including funding allocations as may be recommended to the County Council;

D. Review and recommend annually to the County Council whether there should be any revision to either (i) the tax rate assessed by the Solid Waste Disposal District, it being specifically agreed that the tax rate shall not exceed ten percent (10%) of any collection charge or (ii) the fee established pursuant to the flow control ordinance, it being specifically agreed that the rate shall not exceed nine dollars (\$9.00) per ton of mixed solid waste disposed of or ten percent (10%) of the basic fee for disposal of demolition and construction waste.

E. Prior to October 1 of each year, review and approve each program item in that portion of the County Executive's proposed solid waste budget which will be financed by revenues from either method referenced in section 7(D) of this Agreement. The program items so approved shall be contained in the budget which the County Executive recommends to the County Council. In the event that the County Council adopts a budget in excess of the recommended amount for any such approved program items, the Council and the Executive Committee shall submit to binding arbitration to determine the amounts that shall be financed by revenues from either method referenced in section 7(D) of this Agreement. The arbitration shall be conducted by a panel of three arbitrators, one

selected by the County Council, one selected by the Executive Committee, and the third selected by the other two. At the direction of the Executive Committee, the County shall remit any revenues in excess of the amount required to fund the approved portion of the County's solid waste budget, including any reserve accounts, to the cities to finance city solid waste programs. In any remittance, priority shall be given to city programs that provide County-wide benefits.

F. Review and approve any proposed revisions or amendments to the County's flow control ordinance. The County Executive shall propose to the County Council only those revisions or amendments that the Executive Committee has approved.

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party assumes liability for the actions or activities of the other, except as provided by law or as may be agreed by the parties from time to time.

9. Implementing Agreements: The parties agree that routine operating agreements may be required from time to time to accomplish the purpose of this Agreement and the Plan. Any such operating agreement or understanding executed to implement this Agreement or the Plan which is signed by the County Executive and the Mayor shall be presumed to be binding on the parties unless contrary to law.

IN WITNESS WHEREOF, this Agreement is executed this 19th day of

Sept., 1991.
I, Shirley Van Zanten, County Executive
do hereby certify that the above is a true and correct copy of the original as the same appears on file in my office.
Witness my hand and the seal of the County of Wheatcom, Washington, at Bellingham, Washington, this 10th day of September, 1991.

WHEATCOM COUNTY

Shirley Van Zanten
SHERLEY VAN ZANTEN
County Executive

APPROVED AS TO FORM:

Randall J. Marcks
Randall J. Marcks, Chief Civil
Deputy Prosecuting Attorney

ATTEST:

[Signature]

CITY OF FERNDALE

By [Signature]
Mayor
CITY MANAGER

J:\et\25552-89.001\2fa.21v

WHATCOM COUNTY
CONTRACT NO. 3 1991
9110010

WHATCOM COUNTY
BELLINGHAM, WA
01/31/92 10:06 AM
REQUEST OF: WHATCOM C
Shiley Forelor, AUDITOR
BY: RT, DEPUTY
AMGR

FIRST AMENDED
INTERLOCAL AGREEMENT

This agreement is executed by and between Whatcom County ("County") and the City of NOOKSACK ("City") (hereinafter jointly referred to as "the parties") for the purposes of establishing an integrated and coordinated solid waste management program for Whatcom County; fulfilling the City's and County's obligations under Chapter 70.95 RCW, and other state and federal laws and regulations governing solid waste management; and contributing to the health and safety of all Whatcom County residents. The parties make and enter into this First Amended Interlocal Agreement ("Agreement") effective as amended the 7th day of October, 1991 for the purposes and under the terms contained herein. This Agreement supersedes the Interlocal Agreement between the parties bearing an effective date of July 25, 1989, and the Addendum of Clarification and Second Addendum of Clarification thereto.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the parties shall use the definitions found in

RCW 70.95.030; 70.138.020, and WAC 173-304-100, unless the context indicates otherwise.

Recitals

WHEREAS, the parties recognize the need and obligation to meet federal and state mandates for solid waste planning and management; and

WHEREAS, the parties believe that the comprehensive solid waste management plan ("Plan") can best be accomplished under the leadership of Whatcom County in cooperation with the City; and

WHEREAS, the City agrees that to implement the County's Plan the County must control the flow and disposal of all solid wastes originating within the City; and

WHEREAS, programs of solid waste reduction and recycling can be most effective when carried out pursuant to a coordinated Plan; and

WHEREAS, the County must have adequate funding to support its solid waste management activities and meet its financial

obligations for solid waste planning and management as required by law; and

WHEREAS, the parties are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

1. Authority and Responsibilities of the County: The City hereby delegates and grants to the County the following authorities and obligations to be exercised and assumed by the County on behalf of the City with only such limits as are herein specifically enumerated or provided by law. The County shall:

A. Prepare and submit for approval on behalf of the City and County a comprehensive solid waste management plan as provided in RCW 70.95.080 and related provisions of law. Such plan as finally prepared, amended, or modified shall, following referral to the Executive Committee as provided in Section 7 of this Agreement, be binding upon the city in its solid waste management;

B. Include within the Plan the official position of the County and signatory cities on the disposal of special incinerator ash in the County. The County Executive shall be the sole spokesman of participating local governments for the purpose of commenting to the Department of Ecology on ash management plans prepared pursuant to RCW 70.138.030(1), and disposal permit applications prepared pursuant to RCW 70.138.030(4). Notwithstanding the foregoing, the County recognizes that final determination of special incinerator ash disposal resides within the jurisdiction of the Department of Ecology;

C. Implement, in cooperation with the City, waste reduction and recycling programs within such City, as well as in unincorporated areas, all as enumerated in the Plan. Where appropriate and agreed, the County may provide funding to the City to implement such waste reduction and recycling program;

D. Include the City in a solid waste disposal district if such district is formed under the provisions of RCW 36.58.100 - .150. Any excise tax levied under the provisions of RCW 36.58 shall be a uniform percentage for all parties within the District. In the event that no such tax is imposed, the County may instead impose a fee upon disposal of waste from incorporated and

unincorporated areas through agreements with owners or operators of disposal facilities. The City is permitted to use County-approved disposal sites which have negotiated an agreement with the County. Said agreement may provide for a surcharge to be collected and paid to the County;

E. Acquire, construct, and operate within the corporate limits of the City, where provided for in Plan Implementation, solid waste facilities including, but not limited to, transfer stations and recycling facilities, subject, however, to City zoning, building codes, and related land use ordinances.

2. Responsibilities of the City: The City hereby agrees:

A. That its cooperation with the County shall include, where appropriate, provisions in its franchise agreements with waste haulers to implement curbside recycling or other waste reduction and recycling programs of the adopted Plan;

B. To provide for mandatory solid waste collection within such City during the term of the Agreement;

C. Pursuant to the County flow control ordinance, the City agrees that commencing upon the effective date of such

ordinance, all solid waste generated within the City shall be processed or disposed of only as provided in such ordinance;

D. That, subject to law, the City grants to the County exclusive and complete jurisdiction over any solid waste originating outside of the County and imported into the City for disposal, or originating in the City and exported for disposal outside the County. Such jurisdiction is granted commencing upon the effective date of such ordinance. Any such import or export of solid waste shall only be on terms and conditions approved by the County; and

E. To cooperate in implementing Plan elements, particularly those related to solid waste reduction and recycling.

3. Financing: The County shall finance the programs provided for in the Plan by a combination of "tipping" fees, transfer station charges, taxes authorized by law (including RCW 36.58.140), and such other revenues, fees imposed pursuant to flow control ordinance, and charges as the County Council may authorize from time to time to fund its solid waste utility. If any excise tax as authorized by RCW 36.58.140 or fee as authorized by flow control ordinance is levied, it shall be calculated and utilized to pay costs related to:

H. Such other programs as the Executive Committee may recommend pursuant to the approved Solid Waste Management Plan.

4. County Flow Control: The County shall control by County flow control ordinance all solid waste originating within the unincorporated areas of the County.

5. Mandatory Garbage Collection: The County shall establish mandatory garbage collection in unincorporated areas of Whatcom County if a solid waste disposal district is formed under the provisions of RCW 36.58.100-.150 which includes the City.

6. Termination of Agreement: The City or County may terminate this Agreement after June 1, 1991 by giving written notice no less than six (6) months prior to the last day of the County's budget year. Under current state law the last day of the County's budget year is December 31. The parties agree: (1) that termination will not absolve them of responsibility for meeting financial and other obligations outstanding at the time of termination and through the current County budget year; and (2) that prior to termination, a withdrawing city will prepare and receive Ecology approval of its own solid waste management plan.

A. Construction, operation, maintenance and closure of any landfill that may be developed in the future;

B. Funding of approved waste reduction and recycling programs when recommended by the Executive Committee or when adopted to implement the approved Comprehensive Solid Waste Management Plan;

C. Funding of moderate risk waste programs when recommended by the Executive Committee or when adopted to implement the approved Hazardous Waste Management Plan;

D. Public educational programs related to the management of solid waste;

E. Construction, maintenance and operation of transfer stations;

F. Landfill closure and post closure improvements when recommended by the Executive Committee;

G. Administration and overhead expenses;

7. Formation of Executive Committee; The parties agree to form an Executive Committee to consider various matters in the management of the Plan that require the cooperation and joint action of each signatory to an interlocal agreement. The members of the Executive Committee shall be the County Executive and the mayor or mayor's representative from each city executing an interlocal agreement. The Executive Committee shall:

A. Meet at least annually, and more often as necessary, at the call of the County Executive or a majority of the mayors;

B. Approve the Plan or revisions or amendments thereto by majority vote for submission to the County Council; provided, that any member may file a minority report with the County Council or the Department of Ecology; provided further, that if a majority of members cannot agree on a plan revision or update, the County Executive may submit the Plan with the alternatives or objections of the mayors noted on the record;

C. Consider the direct implementation strategies for the Plan, including funding allocations as may be recommended to the County Council;

D. Review and recommend annually to the County Council whether there should be any revision to either (i) the tax rate assessed by the Solid Waste Disposal District, it being specifically agreed that the tax rate shall not exceed ten percent (10%) of any collection charge or (ii) the fee established pursuant to the flow control ordinance, it being specifically agreed that the rate shall not exceed nine dollars (\$9.00) per ton of mixed solid waste disposed of or ten percent (10%) of the basic fee for disposal of demolition and construction waste.

E. Prior to October 1 of each year, review and approve each program item in that portion of the County Executive's proposed solid waste budget which will be financed by revenues from either method referenced in section 7(D) of this Agreement. The program items so approved shall be contained in the budget which the County Executive recommends to the County Council. In the event that the County Council adopts a budget in excess of the recommended amount for any such approved program items, the Council and the Executive Committee shall submit to binding arbitration to determine the amounts that shall be financed by revenues from either method referenced in section 7(D) of this Agreement. The arbitration shall be conducted by a panel of three arbitrators, one

selected by the County Council, one selected by the Executive Committee, and the third selected by the other two. At the direction of the Executive Committee, the County shall remit any revenues in excess of the amount required to fund the approved portion of the County's solid waste budget, including any reserve accounts, to the cities to finance city solid waste programs. In any remittance, priority shall be given to city programs that provide County-wide benefits.

F. Review and approve any proposed revisions or amendments to the County's flow control ordinance. The County Executive shall propose to the County Council only those revisions or amendments that the Executive Committee has approved.

The County Council will issue a letter of intent to each city executing an interlocal agreement indicating its willingness to negotiate in good faith issues brought to the Council by the Executive Committee and to give good faith consideration/weight to the Executive Committee's recommendations.

8. Assets and Liabilities: On termination of this Agreement, any assets owned separately by a party shall remain the property of that party. In entering into this Agreement, neither

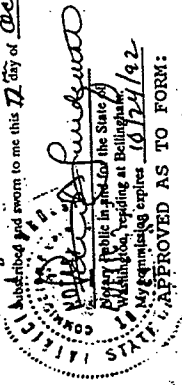
party assumes liability for the actions or activities of the other, except as provided by law or as may be agreed by the parties from time to time.

9. Implementing Agreements: The parties agree that routine operating agreements may be required from time to time to accomplish the purpose of this Agreement and the Plan. Any such operating agreement or understanding executed to implement this Agreement or the Plan which is signed by the County Executive and the Mayor shall be presumed to be binding on the parties unless contrary to law.

IN WITNESS HEREOF, this Agreement is executed this 17th day of September, 1991.

Subscribed and sworn to me this 17th day of Oct, 1991

WHATCOM COUNTY



APPROVED AS TO FORM:

Randall J. Watts
Randall J. Watts, Chief Civil
Deputy Prosecuting Attorney.

ATTEST:

CITY OF NOOKSACK

By Maryanne Jones
MAYOR

J:\ef\25532-89.001\2fa.21v

WHATCOM COUNTY RECEIVED
CONTRACT NO. 9110001
SEP 27 1991

WHATCOM COUNTY
BELLINGHAM, WA
01/31/92 10:03 AM
REQUEST OF: WHATCOM C
Shirley Forslof, AUDITOR
MRT, DEPUTY
AMGR

FIRST AMENDED
INTERLOCAL AGREEMENT

This agreement is executed by and between Whatcom County ("County") and the City of Sumas ("City") (hereinafter jointly referred to as "the parties") for the purposes of establishing an integrated and coordinated solid waste management program for Whatcom County; fulfilling the City's and County's obligations under Chapter 70.95 RCW, and other state and federal laws and regulations governing solid waste management; and contributing to the health and safety of all Whatcom County residents. The parties make and enter into this First Amended Interlocal Agreement ("Agreement") effective as amended the 15 day of October 1991 for the purposes and under the terms contained herein. This Agreement supersedes the Interlocal Agreement between the parties bearing an effective date of July 25, 1989, and the Addendum of Clarification and Second Addendum of Clarification thereto.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the parties shall use the definitions found in

RCW 70.95.030; 70.138.020, and WAC 173-304-100, unless the context indicates otherwise.

Recitals

WHEREAS, the parties recognize the need and obligation to meet federal and state mandates for solid waste planning and management; and

WHEREAS, the parties believe that the comprehensive solid waste management plan ("Plan") can best be accomplished under the leadership of Whatcom County in cooperation with the City; and

WHEREAS, the City agrees that to implement the County's Plan the County must control the flow and disposal of all solid wastes originating within the City; and

WHEREAS, programs of solid waste reduction and recycling can be most effective when carried out pursuant to a coordinated Plan; and

WHEREAS, the County must have adequate funding to support its solid waste management activities and meet its financial

obligations for solid waste planning and management as required by law; and

WHEREAS, the parties are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW.

THEREFORE, in consideration of mutual promises and covenants herein, it is hereby agreed:

1. Authority and Responsibilities of the County: The City hereby delegates and grants to the County the following authorities and obligations to be exercised and assumed by the County on behalf of the City with only such limits as are herein specifically enumerated or provided by law. The County shall:

A. Prepare and submit for approval on behalf of the City and County a comprehensive solid waste management plan as provided in RCW 70.95.080 and related provisions of law. Such plan as finally prepared, amended, or modified shall, following referral to the Executive Committee as provided in Section 7 of this Agreement, be binding upon the City in its solid waste management;

B. Include within the Plan the official position of the County and signatory cities on the disposal of special incinerator ash in the County. The County Executive shall be the sole spokesman of participating local governments for the purpose of commenting to the Department of Ecology on ash management plans prepared pursuant to RCW 70.138.030(1), and disposal permit applications prepared pursuant to RCW 70.138.030(4). Notwithstanding the foregoing, the County recognizes that final determination of special incinerator ash disposal resides within the jurisdiction of the Department of Ecology;

C. Implement, in cooperation with the City, waste reduction and recycling programs within such City, as well as in unincorporated areas, all as enumerated in the Plan. Where appropriate and agreed, the County may provide funding to the City to implement such waste reduction and recycling program;

D. Include the City in a solid waste disposal district if such district is formed under the provisions of RCW 36.58.100 - .150. Any excise tax levied under the provisions of RCW 36.58 shall be a uniform percentage for all parties within the District. In the event that no such tax is imposed, the County may instead impose a fee upon disposal of waste from incorporated and

unincorporated areas through agreements with owners or operators of disposal facilities. The City is permitted to use County-approved disposal sites which have negotiated an agreement with the County. Said agreement may provide for a surcharge to be collected and paid to the County;

E. Acquire, construct, and operate within the corporate limits of the City, where provided for in Plan implementation, solid waste facilities including, but not limited to, transfer stations and recycling facilities, subject, however, to City zoning, building codes, and related land use ordinances.

2. Responsibilities of the City: The City hereby agrees:

A. That its cooperation with the County shall include, where appropriate, provisions in its franchise agreements with waste haulers to implement curbside recycling or other waste reduction and recycling programs of the adopted Plan;

B. To provide for mandatory solid waste collection within such City during the term of the Agreement;

C. Pursuant to the County flow control ordinance, the City agrees that commencing upon the effective date of such

ordinance, all solid waste generated within the City shall be processed or disposed of only as provided in such ordinance;

D. That, subject to law, the City grants to the County exclusive and complete jurisdiction over any solid waste originating outside of the County and imported into the City for disposal, or originating in the City and exported for disposal outside the County. Such jurisdiction is granted commencing upon the effective date of such ordinance. Any such import or export of solid waste shall only be on terms and conditions approved by the County; and

E. To cooperate in implementing Plan elements, particularly those related to solid waste reduction and recycling.

3. Financing: The County shall finance the programs provided for in the Plan by a combination of "tipping" fees, transfer station charges, taxes authorized by law (including RCW 36.58.140), and such other revenues, fees imposed pursuant to flow control ordinance, and charges as the County Council may authorize from time to time to fund its solid waste utility. If any excise tax as authorized by RCW 36.58.140 or fee as authorized by flow control ordinance is levied, it shall be calculated and utilized to pay costs related to:

A. Construction, operation, maintenance and closure of any landfill that may be developed in the future;

B. Funding of approved waste reduction and recycling programs when recommended by the Executive Committee or when adopted to implement the approved Comprehensive Solid Waste Management Plan;

C. Funding of moderate risk waste programs when recommended by the Executive Committee or when adopted to implement the approved Hazardous Waste Management Plan;

D. Public educational programs related to the management of solid waste;

E. Construction, maintenance and operation of transfer stations;

F. Landfill closure and post closure improvements when recommended by the Executive Committee;

G. Administration and overhead expenses;

H. Such other programs as the Executive Committee may recommend pursuant to the approved Solid Waste Management Plan.

4. County Flow Control: The County shall control by County flow control ordinance all solid waste originating within the unincorporated areas of the County.

5. Universal Garbage Collection: The County shall establish universal garbage collection in unincorporated areas of Whatcom County if a solid waste disposal district is formed under the provisions of RCW 36.58.100-.150 which includes the City.

6. Termination of Agreement: The City or County may terminate this Agreement after June 1, 1991 by giving written notice no less than six (6) months prior to the last day of the County's budget year. Under current state law the last day of the County's budget year is December 31. The parties agree: (1) that termination will not absolve them of responsibility for meeting financial and other obligations outstanding at the time of termination and through the current County budget year; and (2) that prior to termination, a withdrawing city will prepare and receive Ecology approval of its own solid waste management plan.

7. Formation of Executive Committee; The parties agree to form an Executive Committee to consider various matters in the management of the Plan that require the cooperation and joint action of each signatory to an interlocal agreement. The members of the Executive Committee shall be the County Executive and the mayor or mayor's representative from each city executing an interlocal agreement. The Executive Committee shall:

A. Meet at least annually, and more often as necessary, at the call of the County Executive or a majority of the mayors;

B. Approve the Plan or revisions or amendments thereto by majority vote for submission to the County Council; provided, that any member may file a minority report with the County Council or the Department of Ecology; provided further, that if a majority of members cannot agree on a plan revision or update, the County Executive may submit the Plan with the alternatives or objections of the mayors noted on the record;

C. Consider the direct implementation strategies for the Plan, including funding allocations as may be recommended to the County Council;

D. Review and recommend annually to the County Council whether there should be any revision to either (i) the tax rate assessed by the Solid Waste Disposal District, it being specifically agreed that the tax rate shall not exceed ten percent (10%) of any collection charge or (ii) the fee established pursuant to the flow control ordinance, it being specifically agreed that the rate shall not exceed nine dollars (\$9.00) per ton of mixed solid waste disposed of or ten percent (10%) of the basic fee for disposal of demolition and construction waste.

E. Prior to October 1 of each year, review and approve each program item in that portion of the County Executive's proposed solid waste budget which will be financed by revenues from either method referenced in section 7(D) of this Agreement. The program items so approved shall be contained in the budget which the County Executive recommends to the County Council. In the event that the County Council adopts a budget in excess of the recommended amount for any such approved program items, the Council and the Executive Committee shall submit to binding arbitration to determine the amounts that shall be financed by revenues from either method referenced in section 7(D) of this Agreement. The arbitration shall be conducted by a panel of three arbitrators, one

selected by the County Council, one selected by the Executive Committee, and the third selected by the other two. At the direction of the Executive Committee, the County shall remit any revenues in excess of the amount required to fund the approved portion of the County's solid waste budget, including any reserve accounts, to the cities to finance city solid waste programs. In any remittance, priority shall be given to city programs that provide County-wide benefits.

F. Review and approve any proposed revisions or amendments to the County's flow control ordinance. The County Executive shall propose to the County Council only those revisions or amendments that the Executive Committee has approved.

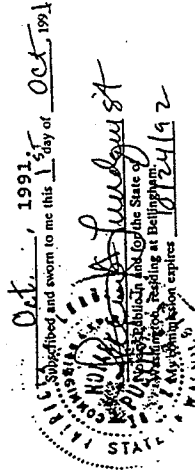
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8. Assets and Liabilities: On termination of this Agreement, any assets owned separately by a party shall remain the property of that party. In entering into this Agreement, neither

party assumes liability for the actions or activities of the other, except as provided by law or as may be agreed by the parties from time to time.

9. Implementing Agreements: The parties agree that routine operating agreements may be required from time to time to accomplish the purpose of this Agreement and the Plan. Any such operating agreement or understanding executed to implement this Agreement or the Plan which is signed by the County Executive and the Mayor shall be presumed to be binding on the parties unless contrary to law.

IN WITNESS WHEREOF, this Agreement is executed this 1st day of



WHATCOM COUNTY

By: Shirley Van Zanten
SHIRLEY VAN ZANTEN
County Executive

APPROVED AS TO FORM:

Randall J. Watts
Randall J. Watts, Chief Civil
Deputy Prosecuting Attorney

ATTEST:

John P. Sumas
John P. Sumas, Mayor
J:\ec\25552-89.001\27a.pdf

CITY OF Sumas
By: John P. Sumas
Mayor

Council
WHATCOM COUNTY
CONTRACT NO.
9109020

WHATCOM COUNTY
BELLINGHAM, WA
01/31/92 09:38 AM
REQUEST OF: WHATCOM C
SHIRLEY FOREMAN, AUDITOR
BY: MPT, DEPUTY
AMSR 4:00

FIRST AMENDED
INTERLOCAL AGREEMENT

This agreement is executed by and between Whatcom County ("County") and the City of Eyerson ("City") (hereinafter jointly referred to as "the parties") for the purposes of establishing an integrated and coordinated solid waste management program for Whatcom County; fulfilling the City's and County's obligations under Chapter 70.95 RCW, and other state and federal laws and regulations governing solid waste management; and contributing to the health and safety of all Whatcom County residents. The parties make and enter into this First Amended Interlocal Agreement ("Agreement") effective as amended the 18th day of September, 1991 for the purposes and under the terms contained herein. This Agreement supersedes the Interlocal Agreement between the parties bearing an effective date of July 25, 1989, and the Addendum of Clarification and Second Addendum of Clarification thereto.

Definitions

For the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the parties shall use the definitions found in

RCW 70.95.030; 70.138.020, and WAC 173-304-100, unless the context indicates otherwise.

Recitals

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WHEREAS, the parties believe that the comprehensive solid waste management plan ("plan") can best be accomplished under the leadership of Whatcom County in cooperation with the City; and

WHEREAS, the City agrees that to implement the County's Plan the County must control the flow and disposal of all solid wastes originating within the City; and

WHEREAS, programs of solid waste reduction and recycling can be most effective when carried out pursuant to a coordinated Plan; and

WHEREAS, the County must have adequate funding to support its solid waste management activities and meet its financial

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A. Prepare and submit for approval on behalf of the City and County a comprehensive solid waste management plan as provided in RCW 70.95.080 and related provisions of law. Such plan as finally prepared, amended, or modified shall, following referral to the Executive Committee as provided in Section 7 of this Agreement, be binding upon the City in its solid waste management;

B. Include within the Plan the official position of the County and signatory cities on the disposal of special incinerator ash in the County. The County Executive shall be the sole spokesman of participating local governments for the purpose of commenting to the Department of Ecology on ash management plans prepared pursuant to RCW 70.138.030(1), and disposal permit applications prepared pursuant to RCW 70.138.030(4). Notwithstanding the foregoing, the County recognizes that final determination of special incinerator ash disposal resides within the jurisdiction of the Department of Ecology;

C. Implement, in cooperation with the City, waste reduction and recycling programs within such City, as well as in unincorporated areas, all as enumerated in the Plan. Where appropriate and agreed, the County may provide funding to the City to implement such waste reduction and recycling program;

D. Include the City in a solid waste disposal district if such district is formed under the provisions of RCW 36.58.100 - .150. Any excise tax levied under the provisions of RCW 36.58 shall be a uniform percentage for all parties within the District. In the event that no such tax is imposed, the County may instead impose a fee upon disposal of waste from incorporated and

ordinance, all solid waste generated within the City shall be processed or disposed of only as provided in such ordinance;

D. That, subject to law, the City grants to the County exclusive and complete jurisdiction over any solid waste originating outside of the County and imported into the City for disposal, or originating in the City and exported for disposal outside the County. Such jurisdiction is granted commencing upon the effective date of such ordinance. Any such import or export of solid waste shall only be on terms and conditions approved by the County; and

E. To cooperate in implementing Plan elements, particularly those related to solid waste reduction and recycling.

3. Financing: The County shall finance the programs provided for in the Plan by a combination of "tipping" fees, transfer station charges, taxes authorized by law (including RCW 36.58.140), and such other revenues, fees imposed pursuant to flow control ordinance, and charges as the County Council may authorize from time to time to fund its solid waste utility. If any excise tax as authorized by RCW 36.58.140 or fee as authorized by flow control ordinance is levied, it shall be calculated and utilized to pay costs related to:

unincorporated areas through agreements with owners or operators of disposal facilities. The City is permitted to use County-approved disposal sites which have negotiated an agreement with the County. Said agreement may provide for a surcharge to be collected and paid to the County;

E. Acquire, construct, and operate within the corporate limits of the City, where provided for in Plan implementation, solid waste facilities including, but not limited to, transfer stations and recycling facilities, subject, however, to City zoning, building codes, and related land use ordinances.

2. Responsibilities of the City: The City hereby agrees:

A. That its cooperation with the County shall include, where appropriate, provisions in its franchise agreements with waste haulers to implement curbside recycling or other waste reduction and recycling programs of the adopted Plan;

B. To provide for ~~mandatory~~ universal solid waste collection within such City during the term of the Agreement;

C. Pursuant to the County flow control ordinance, the City agrees that commencing upon the effective date of such

H. Such other programs as the Executive Committee may recommend pursuant to the approved Solid Waste Management Plan.

A. Construction, operation, maintenance and closure of any landfill that may be developed in the future;

B. Funding of approved waste reduction and recycling programs when recommended by the Executive Committee or when adopted to implement the approved Comprehensive Solid Waste Management Plan;

C. Funding of moderate risk waste programs when recommended by the Executive Committee or when adopted to implement the approved Hazardous Waste Management Plan;

D. Public educational programs related to the management of solid waste;

E. Construction, maintenance and operation of transfer stations;

F. Landfill closure and post closure improvements when recommended by the Executive Committee;

G. Administration and overhead expenses;

4. County Flow Control: The County shall control by County flow control ordinance all solid waste originating within the unincorporated areas of the County.

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A. Meet at least annually, and more often as necessary, at the call of the County Executive or a majority of the mayors;

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C. Consider the direct implementation strategies for the Plan, including funding allocations as may be recommended to the County Council;

D. Review and recommend annually to the County Council whether there should be any revision to either (i) the tax rate assessed by the Solid Waste Disposal District, it being specifically agreed that the tax rate shall not exceed ten percent (10%) of any collection charge or (ii) the fee established pursuant to the flow control ordinance, it being specifically agreed that the rate shall not exceed nine dollars (\$9.00) per ton of mixed solid waste disposed of or ten percent (10%) of the basic fee for disposal of demolition and construction waste.

E. Prior to October 1 of each year, review and approve each program item in that portion of the County Executive's proposed solid waste budget which will be financed by revenues from either method referenced in section 7(D) of this Agreement. The program items so approved shall be contained in the budget which the County Executive recommends to the County Council. In the event that the County Council adopts a budget in excess of the recommended amount for any such approved program items, the Council and the Executive Committee shall submit to binding arbitration to determine the amounts that shall be financed by revenues from either method referenced in section 7(D) of this Agreement. The arbitration shall be conducted by a panel of three arbitrators, one

selected by the County Council, one selected by the Executive Committee, and the third selected by the other two. At the direction of the Executive Committee, the County shall remit any revenues in excess of the amount required to fund the approved portion of the County's solid waste budget, including any reserve accounts, to the cities to finance city solid waste programs. In any remittance, priority shall be given to city programs that provide County-wide benefits.

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The County Council will issue a letter of intent to each city executing an interlocal agreement indicating its willingness to negotiate in good faith issues brought to the Council by the Executive Committee and to give good faith consideration/weight to the Executive Committee's recommendations.

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9. Implementing Agreements: The parties agree that routine operating agreements may be required from time to time to accomplish the purpose of this Agreement and the Plan. Any such operating agreement or understanding executed to implement this Agreement or the Plan which is signed by the County Executive and the Mayor shall be presumed to be binding on the parties unless contrary to law.

IN WITNESS WHEREOF, this Agreement is executed this 13th day of

August, 1991.
Subscribed and sworn to me this 13th day of June, 1991.
Sept
Notary Public
in and for the State of Washington
J. J. [Signature]
Notary Public
10/24/92
APPROVED AS TO FORM:

WHATCOM COUNTY

[Signature]
SHIRLEY VAN ZANTEN
County Executive

[Signature]
Randall J. Watts, Chief Civil
Deputy Prosecuting Attorney

CITY OF Everett

By [Signature]
Mayor

[Signature]
Asst. Clerk
J:\et\25552-89.001\2fa.21v

APPENDIX C

Solid Waste Advisory Committee Members

SOLID WASTE ADVISORY COMMITTEE - Updated 11/99

Name/Address	Term	Name/Address	Term
<u>City of Bellingham</u> John Watts Bellingham City Council 210 Lottie Street Bellingham, WA 98225 676-6970 (w) 738-7418 - FAX	First Term Expires 12/31/01 **	<u>County Council</u> Tom Brown Whatcom County Council 311 Grand Avenue Bellingham, WA 98225 676-6690 (County) x50736 738-2550 - FAX	Second Term Expires 12/31/99 **
<u>Small Cities</u> Mike Reilly Ferndale City Council 5694 2 nd Avenue Ferndale, WA 98248 384-4302 (w) 384-0552 (h) 384-1163 - FAX	First Term Expires 12/31/00 **	<u>Business/Industry</u> Arthur Wilkowski Nooksack Valley Disposal 1458 Grant Street Bellingham, WA 98225 354-3400 (day) 647-2340 (eve) 354-3288 - FAX	First Term Expires 12/31/00
<u>Citizen</u> Joann Ernst 1815 Wilson Avenue Bellingham, WA 98225 734-9033 (w)	Second Term Expires 12/31/00	<u>Citizen</u> Scott Rzemien 3915 timothy Court Bellingham, Wa 98226 650-9087 (h & w)	First Term Expires 12/31/99
<u>Public Interest Group</u> Tom Scott 5641 Everson Goshen Road Bellingham, WA 98226 966-2244 (h)	Second Term Expires 12/31/00	<u>Public Interest Group</u> Carl Weimer RE Sources 1155 N. State, Suite 623 Bellingham, WA 98225 650-9113 (w) 738-9257 (h)	Second Term Expires 12/31/99
<u>Waste Management Industry, Disposal</u> David Bader County Construction Recyclers 1962 E. Hemmi Rd. Everson, WA 98247 398-8098 (w) 671-7339 (h) 733-0927 - FAX	Second Term Expires 12/31/02	<u>Waste Management Industry, Hauler</u> Ed Nikula Sanitary Service Company PO Box 1702 Bellingham, WA 98227-1702 734-3490 (w)	Second Term Expires 12/31/99
<u>Waste Managment Industry, Recycling</u> Herb Barker Barker's Woodchipping 4135 Hannegan Bellingham, WA 98226 734-7814 (w) 734-2925 (h)	First Term Expires 12/31/99	** appointed annually	

APPENDIX D

1993 City of Bellingham Incineration Contract

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AMENDED AND RESTATED SOLID
WASTE DISPOSAL AGREEMENT

Between

CITY OF BELLINGHAM

and

RECOMP OF WASHINGTON, INC.,

Dated December 21, 1993

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AMENDED AND RESTATED
SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT is made as of the ____ day of December, 1993, by and between the CITY OF BELLINGHAM, Whatcom County, State of Washington (the "City") and RECOMP OF WASHINGTON, INC., a Washington corporation ("Recomp").

R E C I T A L S :

A. The City and Recomp (formerly known as Thermal Reduction Co., Inc.) entered into an agreement dated May 10, 1982 entitled "Agreement to Provide Solid Waste Disposal Facility," pursuant to which Recomp agreed to provide the City with the capacity to incinerate up to 100 tons per day of municipal solid waste and the City agreed to cause to be delivered to Recomp solid waste generated within the City (the "1982 Agreement"). The 1982 Agreement was amended subsequently to extend its term, to revise rates to be charged by Recomp for its services, to provide for the installation of certain environmental quality preservation equipment, among other things, by the following agreements:

1. Agreement dated October 4, 1983 entitled "Amendment to Agreement to Provide Solid Waste Disposal Facilities";

2. Agreement dated July 9, 1985 entitled "Third Amendment to Agreement to Provide Solid Waste Disposal Facilities"; and

3. Agreement dated June 5, 1985 entitled "Environmental Quality Surcharge Contract Amendment".

The 1982 Agreement, as amended by the aforesaid amendments are collectively referred to herein as the "1982 Agreement, as Amended."

B. By certificate of amendment filed with the Washington Secretary of State on March 27, 1990, Thermal Reduction Co., Inc. changed its name to Recomp of Washington, Inc.

C. The parties desire to further amend the 1982 Agreement, as Amended, for purposes of, among other things, providing for the payment to Recomp for its services hereunder a fixed Disposal Fee, subject only to adjustment for inflation, throughout the remaining term of this Agreement, thus avoiding future increases in Disposal Fees for costs of complying with existing and future environmental regulations; providing for Recomp's assumption of responsibility, as part of the services it renders under this Agreement, for the final disposition of Incinerator Ash generated through the incineration of City Solid Waste that has been temporarily stored at the Recomp site in the Ashfill; avoiding,

through the adoption of a fixed Disposal Fee (subject to increase only for inflation in future years) and through Recomp's accepting responsibility for the Ashfill, potential litigation between the parties concerning (i) any obligation of the City to raise the Disposal Fee in the future for Ashfill-associated costs, and (ii) the interrelationship of the "regulatory interruption" and environmental surcharge provisions of the 1982 Agreement, as Amended; providing for Recomp's acceptance and processing of Clean Green generated in the City; providing for the exercise by the City of its first and second options to extend the 1982 Agreement, as Amended, for two five-year terms beyond the expiration of said Agreement on May 1, 1996, in order to permit Recomp a longer period in which to amortize costs associated with its accepting responsibility for final disposition of the Ashfill; providing a limit on the amount of Medical Waste incinerated by Recomp; and providing for City audit of Recomp records following execution of this Agreement.

D. Because the 1982 Agreement has been amended three times, causing difficulties in ascertaining which of the parties' respective obligations have been superseded and which are continuing, and because there are a number of ambiguities existing in the 1982 Agreement, as Amended, that may lead to future disputes between the parties, the parties desire to restate their entire agreement, as currently amended.

AGREEMENT

IN CONSIDERATION of the above recitals and the mutual promises of the parties below, the parties agree as follows:

1. Definitions.

As used herein, the following terms shall have the meaning set forth below:

"Affiliate" means, with respect to any person, any other person which directly or indirectly control or is controlled by or is under common controls with such person.

"Ashfill" means the temporary incinerator ash landfill located at the facility.

"Ashfill Final Disposition Fee" means the sum of \$6.58 per Ton.

"Change in Law" means any of the following events occurring after the date of this Agreement, which the City is unable to prevent from occurring with the exercise of reasonable and good faith efforts appropriate to the circumstances: (a) the issuance of a decision, order, decree or judgment of a federal or State court, or (b) the enactment, promulgation, adoption, modification

or repeal of a law or regulation, any of which detrimentally affects the legality or enforceability, in whole or in part, of the City's covenants contained in Section 3.1(a) hereof.

"City" means the City of Bellingham, Whatcom County, Washington.

"City Solid Waste" means Solid Waste generated within the boundaries of the City.

"Clean Green" means the discarded remains of plants, shrubs, bushes and small trees grown on residential real property within the City and voluntarily dropped off at the City's Lakeway drop-off facility or a substitute drop-off facility operated by the City.

"County" means Whatcom County, Washington.

"County Solid Waste" means Solid Waste, other than construction, demolition and landclearing waste, generated in the unincorporated areas of the County and in the cities in the County other than the City that are parties to interlocal agreements with the County pertaining to the handling of Solid Waste generated in such cities.

"CPI-West Index" means the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Western Region of the United States, All Urban Consumers (December, 1977 - 100). In the event said Index is revised by the Department of Labor and that revision distorts, in the judgment of either party, the operation or effect of Section 7.1 of this Agreement, the parties shall negotiate in good faith a revision of Section 7.1 to compensate for such distortion.

"Director" means the Director of the Department of Public Works of the City.

"Disposal Fee" means the fee to be charged by Recomp pursuant to Section 6 hereof, as adjusted from time to time, to Persons delivering City Solid Waste to the Facility.

"Facility" means Recomp's Solid Waste sorting, Recyclable Materials recovery, composting, incineration, and electric generating facilities, together with related and appurtenant structures and equipment, located at 1524 Slater Road, Ferndale, Washington.

"Flow Control Ordinance" means Ordinance No. 91-041, adopted by the County on June 25, 1991, as amended or supplemented from time to time.

"Force Majeure Event" shall mean fire, flood, strike or other industrial disturbance, accident, war, riot, insurrection, act of God or any other similar event not within the control of the party whose observation or performance is interfered with, which by the exercise of reasonable diligence such party is unable to prevent. The excuse for observation or performance provided by such an event shall continue only so long as one of the causes enumerated in this section continues and only for so long as the party claiming excuse continues to use due diligence to remove such cause and to resume the observation or performance required of it under this Agreement.

"Hazardous Waste" means any waste, material, or substance that now or hereafter:

- (a) is required to be handled as Hazardous Waste under regulations promulgated by the U.S. Environmental Protection Agency at 40 C.F.R. Part 261; or
- (b) Contains a radioactive material, the storage or disposal of which is regulated by State and federal laws.
- (c) Is designated a "dangerous waste" through application of regulations adopted pursuant to Chapter 70.105 RCW; and is not excluded from regulation as "Hazardous Waste" or "dangerous waste" by application of Hazardous Waste or dangerous

waste regulations adopted by the U.S. Environmental Protection Agency or DOE.

Certain Solid Waste which is not as of the effective date of this Agreement within one or more of subparagraphs (a)-(c) above, may after that date come within the scope of one or more of those subparagraphs, as determined by a governmental entity with jurisdiction; certain other Solid Waste which is within one of those subparagraphs similarly may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material, or substance shall be deemed Hazardous Waste only so long as to the extent that it is included in at least one of subparagraphs (a)-(c).

"Incinerator Ash" means that material remaining after the incineration of Solid Waste in the combustion chambers of a Solid Waste incinerator.

"Person" means an individual, firm, association, partnership, political subdivision, governmental agency, municipality, public or private corporation, cooperative, or any other entity whatsoever.

"Plan" means the Comprehensive Solid Waste Management Plan adopted by the County on January 4, 1990, pursuant to Chapter 70.95 RCW, approved by DOE in May 1990, as amended or

supplemented from time to time, governing waste reduction and recycling and the processing or disposal of County Solid Waste.

"Recomp" means Recomp of Washington, Inc., a Washington corporation.

"Recyclable Materials" means those Solid Wastes that are separated for recycling or reuse, such as papers, metals, and glass that are identified as Recyclable Materials pursuant to the Plan; the term includes organic materials separated for composting.

"Separated Medical Waste" means "biomedical waste," as defined in RCW 70.95K.010, that is separated from Solid Waste and delivered to the Facility in segregated lots or containers for incineration.

"Solid Waste" means all putrescible and nonputrescible solid and semi-solid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and Recyclable Materials other than Clean Green, but excluding all Hazardous Waste.

"Solid Waste Collection Company" means a Solid Waste Collection Company as defined in RCW 81.77.010 or any successor statute.

"State" means the State of the Washington.

"Ton" means 2,000 pounds.

2. Recomp Responsibilities.

2.1 General. Recomp is responsible: (a) for furnishing all labor, equipment, materials, supplies, utility services and management necessary to perform the services which it has agreed to provide pursuant to this Agreement; (b) for all actions and activities of its officers, employees, subcontractors and any independent service providers engaged by it; (c) for securing all governmental permits, licenses and regulatory approvals necessary for the performance of its obligations pursuant to this Agreement; (d) for paying all applicable taxes and payments imposed upon it by law; and (e) for complying with all applicable federal, state and local laws and regulations.

It is understood that Recomp may utilize from time to time one or more subcontractors in the performance of any of the services to be provided by Recomp pursuant to this Section 2. The utilization of such subcontractors shall not relieve Recomp from any of its obligations under this Agreement.

2.2 Acceptance and Processing of City Solid Waste.
Recomp agrees to accept and to incinerate, otherwise process

and/or landfill all City Solid Waste delivered to the Facility which may be incinerated, otherwise processed or landfilled under its applicable licenses, permits and contracts, and which is incinerable, processable or disposable within the capacity of the Facility and other facilities which Recomp may utilize or subcontract for such purpose under contract rights that it may have from time to time.

2.3 Weigh Scales and Scale Testing. Recomp shall operate and maintain permanent truck weigh scales at the Facility and shall weigh all vehicles delivering City Solid Waste to the Facility and record the weights thereof. The scale records shall be used as a basis for the fees and charges to be paid to Recomp pursuant to this Agreement. Recomp shall maintain daily records of total tonnage of City Solid Waste delivered to the Facility. All weight records shall be retained for at least three years and shall be available to the City for inspection on reasonable notice.

Recomp shall obtain and maintain scale certification as required by law. The City may inspect and test the scales at its own cost and expense once quarterly (or more frequently if the City reasonably believes that the scales do not accurately represent the weight of City Solid Waste delivered to the Facility) upon prior written request to Recomp and in the presence of a representative of Recomp, provided that any

inspection conducted in accordance with this Section shall not unreasonably interfere with Recomp's operations.

2.4 Ashfill.

(a) Recomp agrees to remove from the Facility site all of the Incinerator Ash contained in the Ashfill generated through the past incineration of City Solid Waste and dispose of such Incinerator Ash in accordance with law. Such removal shall be completed within a period of five years from the date of execution of this Agreement and shall be accomplished in approximately equal annual increments. Recomp shall provide and maintain financial assurance respecting its completion of such removal as (i) shall be required by the terms of an agreement relating thereto to be concluded between DOE and Recomp; and (ii) shall be approved as to type and amount by the Director (which approval will not be unreasonably withheld). The City shall be named as a co-beneficiary or third party beneficiary of such financial assurance agreement.

(b) The undertaking by Recomp in Section 2.4(a) shall relieve the City from any obligation it may have had under the 1982 Agreement, as Amended, to raise in the future the Disposal Fee for the purpose of reimbursing Recomp for costs incurred in complying with environmental regulations applicable to the Ashfill. In consideration of this undertaking, the City (i) has

included in the Disposal Fee set pursuant to this Agreement the sum of \$6.58 per Ton for Ashfill-related services rendered by Recomp in the future, (ii) has exercised its option to extend this Agreement for two additional five years terms, and (iii) has given up certain rights it had under the 1982 Agreement, as Amended, including but not limited to its rights under the provisions entitled "Regulatory Interruption" and "Option to Purchase."

2.5 Schedule of Operations. The Facility shall be open for the acceptance of City Solid Waste during those days of the week and those hours of the day as the Director and Recomp shall agree are reasonably necessary to accommodate deliveries of City Solid Waste to the Facility.

2.6 Incinerator Ash. Recomp shall handle and dispose of Incinerator Ash produced by the incineration of City Solid Waste in accordance with the provisions of permits pertaining to the same and applicable State and federal law.

2.7 Clean Green. Recomp agrees, commencing on the date of execution of this Agreement, to accept and process, without charge, Clean Green delivered by the City or its agent from the City's Lakeway drop-off facility, or from a substitute drop-off facility, so long as either such facility is operated by the City as a voluntary drop-off facility and so long as the City

uses reasonable efforts to assure that such Clean Green is free of contaminants.

If the City delivers to the Facility Clean Green containing woody waste suitable for chipping that has not been chipped, Recomp agrees to chip such woody waste. Recomp shall make available to the City, for City landscaping projects and other City projects, at market rates, any or all of such chips that Recomp elects not to compost.

2.8 Limitation on Medical Waste Incineration and

Grant. Recomp shall not incinerate at the Facility in any calendar year during the term of this Agreement more than 4,500 Tons of Separated Medical Waste. This limitation shall take effect beginning with calendar year 1993.

Recomp agrees to offer to the County Health Department a grant in an amount sufficient (not to exceed \$50,000 per year) to fund up to one fulltime equivalent position in the County Health Department for a period of three years. The terms of the grant shall require that the duties of the person filling the position be solely to design and implement a County Health Department-sponsored program to improve the packaging or containment of Separated Medical Waste generated in the incorporated and unincorporated areas of the County that is to be incinerated at the Facility. It is understood that Recomp will

seek contribution from BFI Medical Waste Systems, Inc. for the funding of the grant, but a failure to obtain such contribution shall not affect Recomp's obligation to offer to make the grant and to make the grant if Recomp's offer is accepted by the County Health Department. It is further understood that Recomp's contribution to the grant will be derived from revenue it realizes from the incineration of Separated Medical Waste at the Facility.

3. City Responsibilities.

3.1 Delivery of City Solid Waste to Facility.

(a) So long as Recomp is not in default under this Agreement, the City agrees that it will, continuously throughout the term of this Agreement, and notwithstanding Section 3 of the Flow Control Ordinance, require by ordinance, contract or other effective means that: (i) all City Solid Waste be delivered exclusively to the Facility; and (ii) the Solid Waste Collection Company that is authorized to collect City Solid Waste (presently Sanitary Service Company) deliver all City Solid Waste that it collects to the Facility.

(b) In the event that the City shall be prevented from performing or observing in whole or in part its obligations under Section 3.1(a) as the result of a Change in Law, the City

4. Limitation of City Responsibility.

The City shall have no responsibility regarding the quality, quantity, character or composition of City Solid Waste delivered to the Facility, except that the City agrees to use all reasonable and necessary measures that it may lawfully employ to prevent the delivery to the Facility of Hazardous Waste.

This Agreement shall not be construed to be a "put-or-pay" contract or to limit the City's right to cause Recyclable Material to be diverted from City Solid Waste. The City's obligation to carry out the requirements of Section 3.1 hereof shall not be construed as a requirement to cause a minimum quantity of City Solid Waste to be delivered to the City in any period.

5. Term of Agreement.

This Amended and Restated Agreement shall take effect on the date first above written and, unless sooner terminated as provided in Sections 7.3 or 9 hereof, shall remain in full force and effect through and including April 30, 2006. Such term gives effect to the exercise by the City, hereby exercised, of its first and second options to extend the 1982 Agreement, as Amended, for two additional five year terms.

shall promptly take such actions and/or adopt such ordinances as shall, to the maximum extent practicable in light of the Change in Law, implement and give effect to the intention of the parties that all City solid Waste be delivered exclusively to the Facility. Recomp shall confer with the City with respect to such alternative actions and ordinances and shall modify its services to the maximum extent it deems economically and practicably feasible in order to carry out said intention.

3.2 Delivery of Clean Green. So long as Recomp is not in default under this Agreement, the City agrees that it will, continuously throughout the term of this Agreement, deliver all Clean Green dropped off at the City's Lakeway facility or at a substitute drop-off facility operated by or on behalf of the City, exclusively to the Facility. The City shall use reasonable efforts to assure that such Clean Green is free of contaminants. The City shall coordinate with Recomp as to the schedule for the deliveries of the Clean Green and shall bear all costs incident to the transportation and delivery thereof.

3.3 Payment of Disposal Fees. The City shall, throughout the term of this Agreement, require by contract, ordinance or other effective means, that the City's Solid Waste Collection Company or Companies delivering City Solid Waste to the Facility pay to Recomp the Disposal Fee determined pursuant to Section 6 hereof.

6. Disposal Fee.

6.1 General. The City authorizes Recomp to charge and collect, and Recomp agrees to charge, for its services in incinerating, otherwise processing and/or landfilling City Solid Waste, as more particularly described in Section 2.2 hereof, and for its services in undertaking the final disposition of the Ashfill, as more particularly described in Section 2.4 hereof, a fixed Disposal Fee of \$100 per Ton of City Solid Waste delivered to the Facility. The Disposal Fee shall be subject to increase only (a) for inflation in the manner described in Section 7.1 hereof, (b) for any new or increased tax, levy, fee, assessment or other charge levied by the City as described in the second paragraph of Section 6.2, or (c) for any capital improvement agreed to by the City and Recomp pursuant to Section 7.3.

6.2 Disposal Fee Inclusive of Taxes, Other Charges.

The Disposal Fee set forth in Section 6.1 hereof, as adjusted from time to time pursuant to Section 7 hereof, shall include and cover all of the following, none of which shall be added to the Disposal Fee or which the City shall have any obligation to pay or provide for: all taxes, levies, fees, assessments, or other charges, including but not limited to the charges imposed by the County in the Flow Control Ordinance or otherwise, levied or imposed directly or indirectly by the United States, the State, or any political subdivision or taxing authority thereof

(including any agency, public authority, special district, the County, any city, other than the City, other public instrumentality or any other governmental entity) with respect to Recomp, the Facility, the processing or disposal of Solid Waste, or the activities or transactions contemplated herein. Recomp shall be responsible for paying all such taxes, levies, fees, assessments or other charges, regardless of whether the same increase or decrease in future years.

Notwithstanding the foregoing, any new or increased tax, levy, fee, assessment or other charge levied by the City after the date of this Agreement with respect to Recomp, the Facility, the processing or disposal of City Solid Waste or the activities or transactions contemplated herein shall be added, immediately on the effective date thereof, to the Disposal Fee.

6.3 Nonpayment of Disposal Fee. The City

acknowledges that Recomp has the right to refuse to accept City Solid Waste from any Person that is delinquent in the payment of Disposal Fees to Recomp.

7. Disposal Fee Adjustment.

7.1 Adjustment of Disposal Fee for Inflation. For the fiscal year beginning July 1, 1996, and on July 1 of each succeeding year thereafter, the Disposal Fee in effect for the

previous fiscal year shall be increased by a percentage equal to eighty percent (80%) of the percentage increase, if any, in the CPI-West Index during the twelve months ending on the preceding December 31.

7.2 Notice of Disposal Fee Adjustment. The City shall give written notice on or before April 1 of each year to the Solid Waste Collection Company or Companies that collect City Solid Waste of any adjustment of the Disposal Fee scheduled to take effect on July 1 of that year pursuant to Section 7.1 hereof.

7.3 City-Approved Capital Improvement. In the event the City determines, in its sole discretion, that it desires that Recomp make a capital improvement at the Facility, and Recomp agrees to make such improvement, there shall be added to the Disposal Fee an amount agreed to by the parties to compensate Recomp for such improvement. Any adjustment of the Disposal Fee agreed to by the parties pursuant to this Section 7.3 shall take effect on the date agreed to by the parties.

7.4 More Favorable Rates. Nothing in this Agreement shall prevent Recomp from contracting with Persons other than the City for the incineration, composting, other processing and/or landfilling of Solid Waste at rates or with terms different from those in this Agreement. Nonetheless, Recomp shall notify the

City in writing of the types of services to be provided by Recomp pursuant to such other contracts and the rates to be charged by Recomp therefor. If within 30 days of the date of such notice the City (a) shall have concluded that the rates to be charged by Recomp to the other Person for the same services provided under this Agreement are more favorable, and (b) gives written notice to Recomp of such conclusion, the Disposal Fee shall be adjusted to give the City the benefit of the more favorable rate.

As used in this Section 7.4, the term "rate" shall mean not only the charges for Recomp services, but shall also include all taxes, levies, fees, assessments or other charges levied or imposed from time to time directly or indirectly on Recomp, the Facility or the processing or disposal of Solid Waste, by the United States, the State, or any political subdivision or taxing authority thereof, and charged by Recomp to the payor of such rate. In the case of rates charged by Recomp for the processing or disposal of Solid Waste pursuant to a contract between Recomp and the County, a reduction after the date of this Agreement in any taxes, levies, fees, assessments or other charges imposed by the County on Recomp, the Facility or the processing or disposal of Solid Waste shall not be considered a "more favorable rate" for purposes of this Section 7.4.

7.5 Adjustment of Disposal Fee if Recomp Ceases

Processing County Solid Waste. At such time as Recomp shall receive for processing and/or disposal less than 60% of County Solid Waste for a continuous period of 60 days or more, or for a total of 120 days or more during any twelve-month period, other than as a result of the occurrence of a Force Majeure Event, the City shall have the right to require that the Disposal Fee be adjusted. Within 10 days of written notice given by the City to Recomp of its exercise of the right conferred by this

Section 7.5, the parties shall commence good faith discussions of the amount of the adjustment and the effective date thereof. The Disposal Fee shall be adjusted to an amount equal to the sum of the following, on a per Ton basis:

- (a) The average per Ton rate then being charged by the Persons authorized by the County to receive County Solid Waste for the following services, performed in accordance with all applicable laws: (i) weighing or otherwise calculating the volume of incoming County Solid Waste; (ii) storing for temporary periods such incoming County Solid Waste pending processing and/or further transportation; (iii) loading and transporting such County Solid Waste for further processing or final disposal;
- (iv) processing or disposing of such County Solid Waste; and
- (v) any other services performed in the handling of such County Solid Waste. As used in this Section 7.5(a), "per

Ton rate then being Charged" shall include, without deduction or offset for the effect of any direct or indirect subsidy or grant provided by a governmental entity (other than by way of a deduction for federal income tax purposes), the costs incurred by the provider of such services for administration, plant and equipment amortization and depreciation, overhead, profit and similar costs related to such services;

- (b) All taxes, levies, fees, assessments or other charges then levied or imposed from time to time directly or indirectly on the provider of the services described in Section 7.5(a) above, or on the processing or disposal of Solid Waste, by the United States, the State, or any political subdivision or taxing authority thereof; and

- (c) The Ashfill Final Disposition Fee.

If the parties cannot agree on a reduced Disposal Fee or the effective date thereof within 30 days of commencing discussions, these issues shall be resolved by arbitration pursuant to Section 13 hereof, applying the requirements and standards set forth in this Section 7.5.

The Disposal Fee initially fixed pursuant to this Section 7.5 shall be re-adjusted on July 1 of each year,

commencing on the July 1 first occurring after the Disposal Fee initially fixed has been in effect for twelve consecutive months. In each such succeeding year, the amounts calculated pursuant to Section 7.5(a) and (b) shall be recomputed to determine the new adjusted Disposal Fee.

7.6 Adjustment of Disposal Fee Upon Cessation of Incineration. If Recomp shall cease incinerating City Solid Waste pursuant to its responsibilities under Section 2 hereof for a continuous period of 60 days or more, or for a total of 120 days or more during any twelve-month period, for a reason or reasons other than (a) a Force Majeure Event; (b) the performance of repair or maintenance of the Facility at reasonable intervals for a reasonable period of time in any such interval, or (c) the replacement of an incinerator and/or associated equipment and facilities, in whole or in part, for the period of time reasonable for such replacement, the City shall have the right to require that the Disposal Fee be adjusted. Within 10 days of written notice given by the City to Recomp of its exercise of the right conferred by this Section 7.6, the parties shall commence good faith discussions of the amount of the adjustment and the effective date thereof. The Disposal Fee shall be adjusted to an amount equal to the sum of the following, on a per Ton basis:

(a) The per Ton rate proposed to be charged for the services described below by the qualified firm that

proposes to charge the lowest amount in response to a request for proposals process conducted by Recomp, after consulting with the City as to its openness, fairness and means of insuring that the proposers are financially qualified, capable, reliable and otherwise qualified to perform the services: (i) the pick-up at the Facility of City Solid Waste not processed by Recomp at the Facility; (ii) the transportation thereof to a State-approved landfill; and (iii) the final disposal thereof at such landfill, all in accordance with applicable law; provided that, if Recomp shall then be bound with respect to any of such services under the terms of a contract which became effective prior to the date of this Agreement, the price charged by the provider of such services under such contract shall be used to determine the amount to be charged under the Section 7.6(a) for such services. In calculating a per Ton rate for such costs, the aggregate costs shall be amortized over the total Tonnage of City Solid Waste reasonably expected to be received by Recomp during the twelve months in question;

(b) An amount negotiated in good faith by the parties as fairly representing Recomp's reasonable costs expected to be incurred in (i) weighing and otherwise calculating the volume of City Solid Waste to be received by Recomp pursuant to this Agreement; (ii) storing for

temporary periods such City Solid Waste pending its processing and/or further transportation; (iii) loading such City Solid Waste on board vehicles for transportation by the firm selected in accordance with Section 7.6(a); and (iv) any other services which the City requests Recomp to perform in the handling of such City Solid Waste. "Costs," as used in this Section 7.6 shall include, costs of administration, plant and equipment amortization and depreciation, overhead, profit, and similar costs related to the services described in Section 7.6(b)(1)-(iv). The total of such expected costs shall be divided by the volume of City Solid Waste reasonably expected to be received by Recomp during the twelve months following the effective date of the Disposal Fee adjustment, in order to state such costs on a per Ton basis;

(c) All taxes, levies, fees, assessments or other charges levied or imposed from time to time directly or indirectly on the firm selected in accordance with Section 7.6(a) (to the extent not already included in the amount proposed to be charged for such firm's services), or on Recomp for the services described in Section 7.6(b), or on the processing or disposal of Solid Waste, by the United States, the State, or any political subdivision or taxing authority thereof; and

(d) The Ashfill Final Disposition Fee.

If the parties cannot agree on the adjustment to the Disposal Fee or the effective date thereof within 30 days of concluding the request for proposals process described in Section 7.6(a), these issues shall be resolved by arbitration pursuant to Section 13 hereof, applying the requirements and standards set forth in this Section 7.6.

The Disposal Fee initially fixed pursuant to this Section 7.6 shall be re-adjusted on July 1 of each year, commencing on the July 1 first occurring after the Disposal Fee initially fixed has been in effect for twelve consecutive months. In each such succeeding year, the amounts calculated pursuant to Section 7.6(a), (b) and (c) shall be recomputed to determine the new adjusted Disposal Fee.

8. Recomp Default and Remedies Therefor.

8.1 Recomp Events of Default. A Recomp "event of default" shall mean any of the following events or conditions which shall have occurred and be continuing, unless such event or condition shall be the result of an act or omission of the City or shall be the result of the occurrence of a Force Majeure Event:

(a) Recomp, for a reason or reasons other than (i) the performance of repair or maintenance of the Facility at reasonable intervals and for a reasonable period of time in any such interval, or (ii) the replacement of an incinerator and/or associated equipment and facilities, in whole or in part, for the period of time that the City approves in advance as being reasonable for such replacement (which approval will not be unreasonably withheld), fails or refuses, which failure or refusal continues for a period of thirty (30) days or more after written notice thereof by the City, to accept for processing, or disposal of all City Solid Waste tendered at the Facility;

(b) Recomp's representations and warranties contained in Section 14 hereof shall have proved to be materially false and Recomp has been unable or unwilling to remedy such falsity during the 30 days following the City's written notice thereof to Recomp;

(c) Recomp has filed, or consented by answer otherwise to the filing against it of, a petition for relief or reorganization in bankruptcy, for liquidation, or to take advantage of any bankruptcy or insolvency law of any jurisdiction; or makes a general assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency laws; consents to the appointment

of a custodian, receiver, trustee or other officer with similar powers, with respect to any substantial part of its property; is adjudicated insolvent; or takes corporate action for the purpose of any of the foregoing;

(d) A court or governmental agency of competent jurisdiction enters an order appointing, without the consent of Recomp, a custodian, receiver, trustee or other officer with similar powers with respect to Recomp or any substantial part of Recomp's property, or if an order for relief is entered in any case or proceeding for liquidation or reorganization of Recomp, or ordering the dissolution, winding up or liquidation of Recomp, or if any petition for any such relief is filed against Recomp in any court of appropriate jurisdiction and such order or petition as the case may be, has not been vacated or dismissed, within 90 days; or

(e) Recomp is in material and continuing breach of any other of its obligations contained in this Agreement during the thirty (30) days following written notice by the City of Recomp's material breach thereof.

8.2 City Remedy for Recomp Event of Default. If a Recomp event of default shall have occurred and be continuing, then the City may take one or more of the following actions:

(a) terminate this Agreement; (b) seek to recover money damages directly and proximately caused by the Recomp event of default (but Recomp shall not be liable for punitive or consequential damages); or (c) seek specific performance by Recomp of its obligations under this Agreement.

Any action taken under Section 8.2(b) or (c) shall be by means of arbitration pursuant to Section 13 hereof.

9. City Default and Remedies Therefor.

9.1 City Event of Default. A City "event of default" shall mean any of the following events or conditions which shall have occurred and be continuing, unless such event or condition shall be the result of an act or omission of Recomp or shall be the result of a Force Majeure Event:

(a) The City fails or refuses to cause substantially all City Solid Waste to be delivered to the Facility;

(b) The City's representations and warranties contained in Section 15 hereof shall have proven to be materially false and the City has been unable or unwilling to remedy such falsity 30 days after Recomp's notice thereof to the City;

(c) Other than a measure the purpose of which is to reduce the Solid Waste generated within the City or to increase the recycling of City Solid Waste, the adoption of an ordinance, the execution of a contract or the taking of other measures not mandated by county, state or federal law that materially reduces Recomp's revenues from processing City Solid Waste at the Facility;

(d) The City is in material and continuing breach of any other of its obligations contained in this Agreement during the 30 days after written notice by Recomp to the City of the City's material breach thereof.

9.2 Recomp Remedy for City Event of Default. If a

City event of default shall have occurred and be continuing, Recomp may take one or more of the following actions:

(a) terminate this Agreement; (b) seek to recover money damages directly and proximately caused by the City event of default (but the City shall not be liable for punitive or consequential damages); or (c) seek specific performance by the City of its obligations under this Agreement.

Any action taken under Section 9.2(b) or (c) shall be taken by means of arbitration pursuant to Section 13 hereof.

10. Indemnification.

10.1 Recomp Indemnification of City. Recomp shall indemnify, hold harmless, and defend the City against any and all damages, penalties, costs, claims, allegations, demands, suits, causes or actions, and expenses (including reasonable attorneys' fees) that may be imposed upon or incurred by the City as a result of personal injury (including death) to any Person or property damage to the properties of the City, arising out of, resulting from, or in any way connected with the breach of this Agreement by Recomp or its negligence or wilful misconduct or that of its employees, agents, or subcontractor's performance of its obligations hereunder; relating to the operation of the Facility; provided that Recomp shall have no obligation under this provision to indemnify the City for any matter to the extent such matter arises from the City's breach of this Agreement, or the negligence or wilful misconduct or omission of the City or their respective employees, officers, or agents.

10.2 City Indemnification of Recomp. The City shall indemnify, hold harmless, and defend Recomp against any and all damages, penalties, costs, claims, allegations, demands, suits, causes or actions, and expenses (including reasonable attorneys' fees) that may be imposed upon or incurred by any of it as a result of personal injury (including death) to any Person or property damage to the properties, arising out of, resulting

from, or in any way connected with the breach of this Agreement by the City or its negligence or wilful misconduct, or that of its employees or agents; provided that the City shall have no obligation under this provision to indemnify Recomp for any matter to the extent such matter arises from Recomp's breach of this Agreement, or the negligence or wilful misconduct or omission of Recomp or its employees, officers, or agents.

11. Inspection of Records: Audit.

11.1 Inspection of Records. Recomp shall maintain at the Facility office, and shall make available for inspection at such office by the Director or his delegate, on reasonable notice: (a) the records of City Solid Waste delivered to the Facility required to be kept by Recomp pursuant to Section 2.3 of this Agreement; and (b) records of Separated Medical Waste incinerated at the Facility.

11.2 Audit by City. The Director shall have the right to cause an audit to be conducted, at City expense, by a reputable and independent firm of certified public accountants selected by the City, of Recomp's financial records pertaining to its revenues from all sources, expenses of operations, and all assets and liabilities, all for the years ended December 31, 1992, 1997 and 2002.

The audit for the year 1992 shall be conducted, if at all, within 180 days of the actual date of execution of this Agreement by the parties. The audit for the years 1997 and 2002 shall be conducted, if at all, within 180 days of the last day of each such year.

The Director may give written notice to Recomp, within 60 days of the completion of each such audit, of the Director's desire to discuss the contents of the audit report and possible changes to this Agreement. In said event, Recomp agrees to discuss, in good faith, such subjects with the Director.

11.3 Information Confidential. Information obtained by the Director, his agent or any independent firm of certified public accountants pursuant to this Section 11 shall be confidential and shall constitute a personal privacy interest that shall be protected from unreasonable invasion pursuant to Chapter 42.17 RCW. Such information shall not be publicly disclosed by the Director, his delegate or the City except pursuant to an Order of the Superior Court or other body of competent jurisdiction.

12. Relationship of Parties.

Except as otherwise explicitly provided herein, neither party to this Agreement shall have any responsibility whatsoever

with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute either party a partner, agent, or legal representative of the other party, or create any fiduciary relationship between the parties.

13. Dispute Resolution.

Unless the parties agree in writing otherwise, all claims, controversies and disputes arising out of or relating to this Agreement or to the interpretation of any provision hereof, or the breach of any provision hereof (a "dispute"), or if either party shall seek to compel the other party to perform its obligations under this Agreement, the matter shall be submitted to arbitration pursuant to this Section 13 on the written request of either party.

(a) The parties shall first attempt to agree on a single arbitrator within fifteen days of the date of such request. If they are unable to so agree, each party shall designate one arbitrator within ten days thereafter. The two arbitrators thus designated shall select a third arbitrator, who shall be the presiding arbitrator, within ten days of the designation of the later of the two of them. Failing the designation of an arbitrator by one of the parties within the first ten day period, the arbitrator designated by the other

party shall serve as sole arbitrator. If the two arbitrators designated by the parties are unable to agree on a third arbitrator, the third arbitrator shall be selected by the presiding judge of the Whatcom County Superior Court on application of either party or either arbitrator.

(b) The arbitrator(s) for any disputed matter submitted to arbitration shall be capable Persons with general understanding of business or legal matters. No individual who is, or has at any time been an officer, employee, representative, attorney, or consultant of Recomp or of the City, or of any Affiliate of Recomp, shall be an arbitrator without the express consent of both parties.

(c) Each of the parties shall submit to such discovery and produce such documents at such times as the arbitrators may upon motion or sua sponte request.

(d) All arbitration hearings shall be held in Bellingham, Washington, or such other place mutually agreeable to the parties.

(e) The decision of the single arbitrator, or the majority of a panel of three arbitrators, shall be final and may be enforced by either party in any court with jurisdiction. The arbitrator(s) may include in its/their award to the prevailing

party such party's reasonable attorneys' fee and costs incurred in the arbitration and in any subsequent court enforcement of the award.

14. Recomp Representations and Warranties.

Recomp represents and warrants to the City as follows:

14.1 Organization and Qualifications. It is duly organized and validly existing under the laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

14.2 Authority.

(a) This Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid, and binding obligation of it, enforceable against it in accordance with its terms (except as the enforcement of this Agreement may be limited by bankruptcy, reorganization, insolvency, moratorium, and similar laws affecting creditors' rights generally and by equitable principles of general application).

(b) Neither the execution or delivery by it of this Agreement, nor the performance by it of its obligation

in connection with the transactions contemplated hereby or thereby, nor the fulfillment by it of the terms or conditions hereof or thereof: (i) conflicts with, violates, or results in a breach of any constitution, law, or governmental regulation applicable to it, or (ii) conflicts with, violates, or results in a breach of any material term or condition of any order, judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder.

14.3 Government Authorizations and Consents. No approval, authorization, order or consent of, or declaration, registration or filing with any governmental authority is required for the valid execution and delivery of this Agreement by it, except such as have been duly obtained or made.

14.4 Compliance With Laws. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority pending or, to the best of its knowledge, threatened against it, which might materially adversely affect the performance by it of its obligation hereunder, or which, in any way, questions the validity, legality or enforceability of this Agreement or any other agreement or instrument entered into by it in connection with the transactions contemplated hereby.

15. City Representations and Warranties.

The City represents and warrants to Recomp as follows:

15.1 Organization and Qualification. The City is a municipal corporation duly organized and validly existing under the constitution and laws of the State with full legal right, power and authority to enter into and perform its obligations under this Agreement.

15.2 Authority.

(a) This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms (except as the enforcement of this Agreement may be limited by applicable municipal bankruptcy, reorganization, insolvency, moratorium, and similar laws affecting creditors' rights generally and by equitable principles of general application).

(b) Neither the execution or delivery by the City of this Agreement, nor the performance by the City of its obligations in connection with the transactions contemplated hereby or the fulfillment by the City of the

terms or conditions hereof: (i) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the City, or (ii) conflicts with, violates or results in a breach of any material terms or condition of any order, judgment or decree, or any agreement or instrument to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default thereunder.

15.3 Compliance With Laws.

(a) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority or vote of the people is required for the valid execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder, except such as have been disclosed to Recomp in writing, or such as have been duly obtained or made.

(b) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, or proceeding for referendum or other voter's initiative, pending or, to the best of the City's knowledge, threatened against the City, which (i) might materially adversely affect the performance by the City of its material obligations hereunder or under the other transactions

contemplated hereby, or (ii) questions in any way the validity, legality or enforceability of this Agreement, or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby.

16. Insurance.

Recomp agrees to obtain and maintain in force throughout the term of this Agreement general liability insurance with limits of not less than \$1 million per occurrence and \$10 million umbrella applicable to the Facility and to Recomp's operations at the Facility. The City shall be named an additional insured under such policy or policies and Recomp shall give the City 30 days or more prior notice of any cancellation, reduction or modification of the insurance required under this Section.

17. Miscellaneous.

17.1 No Third-Party Beneficiaries. Recomp and the City agree that this Agreement and the rights and obligations created by this Agreement are solely for the benefit of the parties hereto and that there shall be no third-party beneficiaries of this Agreement other than DOE pursuant to Section 3.3 hereof.

17.2 Assignment, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Recomp and the City, together with their respective successors and assigns. Recomp may assign this Agreement only with the written consent of the City, obtained in advance, which consent may not be unreasonably withheld. The performance by a subcontractor of part of the services to be provided by Recomp under this Agreement shall not constitute an "assignment," as such term is used in this Section.

17.3 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

17.4 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State and jurisdiction and venue for the enforcement of any

arbitral award shall be in the courts of Whatcom County, Washington.

17.5 No Sovereign Immunity. The City hereby irrevocably waives and renounces any and all rights to sovereign immunity (or similar rights and defenses) it may have with respect to, and agrees not to raise sovereign immunity (or any similar defense) as a defense to any claim, suit or proceeding based on or arising out of this Agreement, or the transactions contemplated hereby, or breach hereof, brought against the City by or on behalf of Recomp or any of its Affiliates or successors.

17.6 Notices. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person, sent by certified or registered mail, postage prepaid, or transmitted by fax as follows:

<i>If to the City:</i>	<i>If to Recomp:</i>
Director	President
Dept. of Public Works	Recomp of Washington, Inc.
City of Bellingham	1524 Slater Road
210 Lottie Street	Ferndale, WA 98248
Bellingham, WA 98225	FAX: (206) 384-5738
FAX: 676-7693	

Changes in the addresses to which such notices shall be directed may be made from time to time by either party by giving written notice thereof to the other.

17.7 Headings. Section headings herein have been inserted for convenience of reference only and will not limit, expand or otherwise affect the construction of this Agreement.

17.8 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument.

17.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subjects addressed herein and contains all of the terms and conditions thereof, all prior agreements and understandings whether oral or written having been merged herein.

17.10 Amendment or Waiver. Neither this Agreement nor any provisions hereof may be changed, modified, amended or waived except by a written change, modification, amendment or waiver signed by the party against which enforcement is sought.

17.11 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be

invalid, illegal or unenforceable in any respect, the enforceability of any other obligation of any party to this Agreement shall not be impaired; and the parties hereto shall negotiate in good faith and agree as to such amendments, modification or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

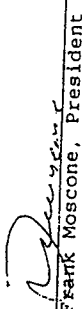
17.12 Merger of Prior Agreements. The surviving rights and obligations of the parties under the 1982 Agreement, as Amended, are merged into this Amended and Restated Agreement and the 1982 Agreement, as Amended, shall have no further force or effect.

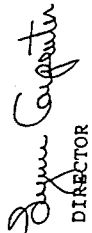
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.


CITY OF BELLINGHAM, WASHINGTON

RECOMP OF WASHINGTON, INC.

By: 
Tim Douglas, Mayor

By: 
Frank Moscone, President

ATTEST: 
LYNN CARPENTER
FINANCE DIRECTOR

By: 
DEPARTMENTAL APPROVAL:
DIRECTOR OF PUBLIC WORKS

By: _____
APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: 

[Handwritten Signature]
RECEIVED
SEP 11 1997
Public Works Operations

**1997 AMENDMENTS TO
AMENDED AND RESTATED SOLID WASTE DISPOSAL AGREEMENT**

THESE AMENDMENTS are entered into by and between the CITY OF BELLINGHAM (the "City") and RECOMP OF WASHINGTON, INC. ("Recomp"), and amend their Amended And Restated Solid Waste Disposal Agreement (the "Agreement") dated December 22, 1993.

RECITALS

WHEREAS, events have transpired which have given rise to a disagreement between the parties as to the applicability and/or application of certain provisions of the Agreement dealing with the adjustment of the Disposal Fee charged by Recomp for City Solid Waste delivered to Recomp; and

WHEREAS, the parties have now reached an agreement as to amendments to be made to the Agreement as a settlement of their dispute; and

WHEREAS, the parties intend this 1997 Amendment (the "Amendment") to embody the terms of the Agreement, good and valuable consideration existing therefor;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. General.

a. It is the intent of the parties hereto to resolve all matters presently in dispute between them, including but not limited to all disputes with respect to sums which Recomp has charged or hereafter may charge for services furnished by Recomp pursuant to the Agreement. Each party specifically releases the other as to and agrees not to assert any claims it may have arising out of provisions of the Agreement amended or deleted by these Amendments, on account of any facts, acts, circumstances or events occurring prior to the execution of these Amendments by the parties.

b. The Agreement is amended only as specifically provided for herein, and otherwise continues in full force and effect as originally executed, unless the context of these Amendments clearly requires otherwise. The amendments provided for by these Amendments shall apply prospectively from and after the date upon which the parties execute these Amendments.

2. Ashfill Final Disposition Fee. The definition of "Ashfill Final Disposal Fee" in Section 1 of the Agreement is amended to read:

"Ashfill Final Disposition Fee" means the sum of \$6.84 per Ton of City Solid Waste delivered to the Facility, as the same may be adjusted in accordance with this Agreement.

3. County Solid Waste. The definition of "County Solid Waste" in Section 1 of the Agreement is amended to read:

"County Solid Waste" means Solid Waste generated in unincorporated areas of the County and in incorporated areas of the County outside of the City.

4. Solid Waste. The definition of "Solid Waste" in Section 1 of the Agreement is amended to read:

"Solid Waste" means all putrescible and nonputrescible solid and semi-solid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill and Recyclable Materials, with the exception of (a) demolition waste (as "demolition waste" currently is defined in Whatcom County Code § 24.08.040) other than that collected by a Collection Company, (b) Clean Green or other source-separated Recyclable Materials, (c) any Hazardous Waste, and (d) street sweepings and material recovered from cleaning catch basins.

5. Additional Definitions. The following additional definitions are added to Section 1 of the Agreement:

"Collection Company" means a solid waste collection company authorized by Chapter 81.77 RCW or by agreement with the City to collect Solid Waste.

6. Ashfill.

a. Removal Of Ashfill. The second sentence of Section 2.4(a) of the Agreement is deleted and replaced by the following two sentences:

Such removal shall be completed on or before the date for removal required by that certain Consent Decree dated July 5, 1996 entered in State of Washington/Department of Ecology v. Recomp of Washington, Inc.. Whatcom County Superior Court Civil Case No. 96-2-01293-5. Recomp shall provide the City promptly with a copy of any and all annual or other reports which Recomp supplies to the Department of Ecology pursuant to the Consent Decree reflecting the amount of ash removed and/or expenditures made in the removal of ash.

b. Deletion of Clause. Clause (i) of the second sentence of Section 2.4(b) of the Agreement is deleted.

c. City Option To Accelerate Ash Removal. The following new Section 2.4(c) is added to the Agreement:

(c) The City shall have the right, exercisable and effective upon at least thirty (30) days' prior written notice to Recomp, to require Recomp to complete the removal of Incinerator Ash in the Ashfill sooner than required by Section 2.4(a). The City's notice of its election to require Recomp to accelerate the completion date for such Incinerator Ash removal, to be effective, must specify the date upon which such election is to become effective (the "Removal Acceleration Date") and the new date by which such removal is to be completed (the "Removal Completion Date"), and the Removal Completion Date specified in the notice must be a date which is at least two (2) years following the Removal Acceleration Date. If the City gives Recomp such a written notice, then:

(1) the second sentence of Section 2.4(a) automatically shall be deemed amended as of the Removal Acceleration Date so as to require Recomp to complete the removal of Incinerator Ash by the Removal Completion Date; and

(2) the Ashfill Final Disposition Fee shall be increased effective as of the Removal Acceleration Date to an amount which, on a net presently valued basis, will provide Recomp between the Removal Acceleration Date and the Removal Completion Date with the same sum Recomp would receive in Ashfill Final Disposition Fees if the City had not exercised its right to accelerate the removal of Incinerator Ash in the Ashfill and if the Ashfill Final Disposition Fee in effect as of the Removal Acceleration Date were to continue in effect without further adjustment throughout the remaining term of this Agreement. For purposes of such present value calculation, the parties shall use a discount rate of seven percent (7%) and shall conclusively presume that 3,210 Tons of City Solid Waste would be delivered each month to the Facility throughout the remaining term of this Agreement; and

(3) The Ashfill Final Disposition Fee, as adjusted pursuant to the immediately preceding paragraph (2), shall cease to be charged with respect to any City Solid Waste delivered to the Facility after the Removal Completion Date.

7. Clean Green. The first paragraph of Section 2.7 of the Agreement is amended to read as follows (no amendment being made to the second paragraph thereof):

2.7 Clean Green. Recomp agrees, during the entire term of this Agreement, to accept and process Clean Green delivered by the City or its agent from the City's Lagoon drop-off facility, or from a substitute City drop-off

facility, so long as either such facility is operated by the City as a voluntary drop-off facility and so long as the City uses reasonable efforts to assure that such Clean Green is free of contaminants. Recomp shall charge for such Clean Green material a fee of \$65.00 per Ton of Clean Green delivered to the Facility. The City effective at any time after December 31, 1998 may discontinue the delivery of Clean Green to the Facility upon at least ninety (90) days' prior written notice to Recomp either (a) stating the City's election to begin processing Clean Green itself, using only City personnel and facilities, in which case the City following such notice period shall be under no obligation to deliver Clean Green to the Facility for so long as the City itself continues to engage in such processing, or (b) stating the City's intention to utilize in whole or in part the processing services of a private third party and providing Recomp with a copy of the contemplated third-party agreement with respect to such services, reflecting all applicable terms and conditions, in which case the City may enter into such contemplated third-party agreement unless Recomp gives notice of Recomp's agreement to process Clean Green under the terms and conditions of the contemplated third-party agreement. If Recomp exercises such right of first refusal, then for a period coincidental with the proposed term of the contemplated third-party agreement, the terms and conditions of that contemplated agreement applicable to the processing of Clean Green shall apply to Recomp's processing of Clean Green under this Agreement, with the exception that the amount to be charged by Recomp for such services shall be the total of (i) the compensation provided for by the contemplated third-party agreement, plus (ii) any incremental out-of-pocket costs (such as transportation expenses) which the City would have incurred as a consequence of the contemplated third-party agreement but which the City avoids as a consequence of Recomp's exercise of its right of first refusal. Recomp shall not be obligated to accept or process any Clean Green during any period in which the City is permitted by the application of this section to discontinue the delivery of Clean Green to the Facility.

8. Medical Waste Incineration. The second paragraph of Section 2.8 of the Agreement is deleted in its entirety. The first paragraph of such section, limiting the annual tonnage of Separated Medical Waste which Recomp may incinerate, remains in full force and effect.

9. City Liability For Unrealized Disposal Fees/Permanent Improvements. A new paragraph (c) is hereby added to Section 3.1 of the Agreement, reading as follows:

(c) The City shall have no liability to Recomp for claim, loss or expense arising out of the City's inability to observe or perform in whole or in part its obligation under Section 3.1(a) hereof as a result of a Change In Law imposed other than at the urging or suggestion of the City or with its affirmative consent, if there is no practical means which can be employed by the City in light of the

Change in Law to give effect to the parties' intention that all City Solid Waste be delivered exclusively to the Facility, with the exception of any obligation the City may have with regard to Incinerator Ash remaining in the Ashfill.

10. Disposal Fee.

a. Section 6.1 of the Agreement is amended to read as follows:

6.1 General. The City authorizes Recomp to charge and collect, and Recomp agrees to charge, for its services in incinerating, otherwise processing and/or landfilling City Solid Waste, as more particularly described in Section 2.2 hereof, and for its services in undertaking the final disposition of ash in the Ashfill, as more particularly described in Section 2.4 hereof, (a) a Disposal Fee of \$69.50 per ton of City Solid Waste delivered to the Facility, plus (b) the Ashfill Final Disposition Fee. Recomp may charge, in addition to such sums, the amount of any generally-applicable taxes, levies, fees, assessments, surcharges or other charges now or hereafter imposed by any federal, state, or local governmental authority with respect to City Solid Waste delivered to the Facility which is assessed on the basis of either the volume or tonnage of Solid Waste delivered to Recomp or amounts charged by Recomp therefor. The Disposal Fee shall be subject to increase only for inflation in the manner and subject to the limitations provided for by Section 7.1 hereof, or for any capital improvement agreed to by the City and Recomp pursuant to Section 7.3 hereof. The Ashfill Final Disposition Fee shall not be subject to adjustment under Section 7.1 hereof.

b. Section 6.2 of the Agreement is deleted in its entirety.

11. Adjustment For Cost of Living.

a. Section 7.1 of the Agreement is retitled, "Adjustment of Fees for Cost of Living," and amended to read as follows:

7.1 Adjustment of Fees for Cost of Living. For the fiscal year beginning July 1, 1998, and on July 1 of each succeeding year thereafter, any Disposal Fee and Clean Green fee provided for by Section 2.7 hereof, in effect for the previous fiscal year, shall be increased by a percentage equal to eighty percent (80%) of the percentage increase, if any, in the CPI-West Index during the twelve months ending on the preceding December 31. If such index is at any time no longer published, the parties shall substitute and use a comparable inflation index.

12. Deleted Provisions. Sections 7.4, 7.5 and 7.6 of the Agreement are hereby deleted in their entirety.

DATED this 9th day of September, 1997.

CITY OF BELLINGHAM

RECOMP OF WASHINGTON, INC.

By: Mark Asmundson
Mark Asmundson, Mayor

By: Frank Moscone
Frank Moscone, President

DEPARTMENT APPROVAL:

By: [Signature]
Public Works Director

ATTEST:

[Signature]
Finance Director

APPROVED AS TO FORM:

By: [Signature]
Office of City Attorney

RECEIVED
SEP 11 1997
Public Works Operations

**1997 AMENDMENTS TO
AMENDED AND RESTATED SOLID WASTE DISPOSAL AGREEMENT**

THESE AMENDMENTS are entered into by and between the CITY OF BELLINGHAM (the "City") and RECOMP OF WASHINGTON, INC. ("Recomp"), and amend their Amended And Restated Solid Waste Disposal Agreement (the "Agreement") dated December 22, 1993.

RECITALS

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WHEREAS, the parties have now reached an agreement as to amendments to be made to the Agreement as a settlement of their dispute; and

WHEREAS, the parties intend this 1997 Amendment (the "Amendment") to embody the terms of the Agreement, good and valuable consideration existing therefor;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. General.

a. It is the intent of the parties hereto to resolve all matters presently in dispute between them, including but not limited to all disputes with respect to sums which Recomp has charged or hereafter may charge for services furnished by Recomp pursuant to the Agreement. Each party specifically releases the other as to and agrees not to assert any claims it may have arising out of provisions of the Agreement amended or deleted by these Amendments, on account of any facts, acts, circumstances or events occurring prior to the execution of these Amendments by the parties.

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5. Additional Definitions. The following additional definitions are added to Section 1 of the Agreement:

"Collection Company" means a solid waste collection company authorized by Chapter 81.77 RCW or by agreement with the City to collect Solid Waste.

6. Ashfill.

a. Removal of Ashfill. The second sentence of Section 2.4(a) of the Agreement is deleted and replaced by the following two sentences:

Such removal shall be completed on or before the date for removal required by that certain Consent Decree dated July 5, 1996 entered in State of Washington/Department of Ecology v. Recomp of Washington, Inc., Whatcom County Superior Court Civil Case No. 96-2-01293-5. Recomp shall provide the City promptly with a copy of any and all annual or other reports which Recomp supplies to the Department of Ecology pursuant to the Consent Decree reflecting the amount of ash removed and/or expenditures made in the removal of ash.

b. Deletion of Clause. Clause (i) of the second sentence of Section 2.4(b) of the Agreement is deleted.

c. City Option To Accelerate Ash Removal. The following new Section 2.4(c) is added to the Agreement:

(c) The City shall have the right, exercisable and effective upon at least thirty (30) days' prior written notice to Recomp, to require Recomp to complete the removal of Incinerator Ash in the Ashfill sooner than required by Section 2.4(a). The City's notice of its election to require Recomp to accelerate the completion date for such Incinerator Ash removal, to be effective, must specify the date upon which such election is to become effective (the "Removal Acceleration Date") and the new date by which such removal is to be completed (the "Removal Completion Date"), and the Removal Completion Date specified in the notice must be a date which is at least two (2) years following the Removal Acceleration Date. If the City gives Recomp such a written notice, then:

(1) the second sentence of Section 2.4(a) automatically shall be deemed amended as of the Removal Acceleration Date so as to require Recomp to complete the removal of Incinerator Ash by the Removal Completion Date; and

(2) the Ashfill Final Disposition Fee shall be increased effective as of the Removal Acceleration Date to an amount which, on a net presently valued basis, will provide Recomp between the Removal Acceleration Date and the Removal Completion Date with the same sum Recomp would receive in Ashfill Final Disposition Fees if the City had not exercised its right to accelerate the removal of Incinerator Ash in the Ashfill and if the Ashfill Final Disposition Fee in effect as of the Removal Acceleration Date were to continue in effect without further adjustment throughout the remaining term of this Agreement. For purposes of such present value calculation, the parties shall use a discount rate of seven percent (7%) and shall conclusively presume that 3,210 Tons of City Solid Waste would be delivered each month to the Facility throughout the remaining term of this Agreement; and

(3) The Ashfill Final Disposition Fee, as adjusted pursuant to the immediately preceding paragraph (2), shall cease to be charged with respect to any City Solid Waste delivered to the Facility after the Removal Completion Date.

7. Clean Green. The first paragraph of Section 2.7 of the Agreement is amended to read as follows (no amendment being made to the second paragraph thereof):

2.7 Clean Green. Recomp agrees, during the entire term of this Agreement, to accept and process Clean Green delivered by the City or its agent from the City's Lakeray drop-off facility, or from a substitute City drop-off

facility, so long as either such facility is operated by the City as a voluntary drop-off facility and so long as the City uses reasonable efforts to assure that such Clean Green is free of contaminants. Recomp shall charge for such Clean Green material a fee of \$65.00 per Ton of Clean Green delivered to the Facility. The City effective at any time after December 31, 1998 may discontinue the delivery of Clean Green to the Facility upon at least ninety (90) days' prior written notice to Recomp either (a) stating the City's election to begin processing Clean Green itself, using only City personnel and facilities, in which case the City following such notice period shall be under no obligation to deliver Clean Green to the Facility for so long as the City itself continues to engage in such processing, or (b) stating the City's intention to utilize in whole or in part the processing services of a private third party and providing Recomp with a copy of the contemplated third-party agreement with respect to such services, reflecting all applicable terms and conditions, in which case the City may enter into such contemplated third-party agreement unless Recomp gives the City written notice within thirty (30) days of Recomp's receipt of the City's notice of Recomp's agreement to process Clean Green under the terms and conditions of the contemplated third-party agreement. If Recomp exercises such right of first refusal, then for a period coincidental with the proposed term of the contemplated third-party agreement, the terms and conditions of that contemplated agreement applicable to the processing of Clean Green shall apply to Recomp's processing of Clean Green under this Agreement, with the exception that the amount to be charged by Recomp for such services shall be the total of (i) the compensation provided for by the contemplated third-party agreement, plus (ii) any incremental out-of-pocket costs (such as transportation expenses) which the City would have incurred as a consequence of the contemplated third-party agreement but which the City avoids as a consequence of Recomp's exercise of its right of first refusal. Recomp shall not be obligated to accept or process any Clean Green during any period in which the City is permitted by the application of this section to discontinue the delivery of Clean Green to the Facility.

8. Medical Waste Incineration. The second paragraph of Section 2.8 of the Agreement is deleted in its entirety. The first paragraph of such section, limiting the annual tonnage of Separated Medical Waste which Recomp may incinerate, remains in full force and effect.

9. City Liability For Unrealized Disposal Fees/Permanent Improvements. A new paragraph (c) is hereby added to Section 3.1 of the Agreement, reading as follows:

(c) The City shall have no liability to Recomp for claim, loss or expense arising out of the City's inability to observe or perform in whole or in part its obligation under Section 3.1(a) hereof as a result of a Change In Law imposed other than as the urging or suggestion of the City or with its affirmative consent, if there is no practical means which can be employed by the City in light of the

Change In Law to give effect to the parties' intention that all City Solid Waste be delivered exclusively to the Facility, with the exception of any obligation the the City may have with regard to Incinerator Ash remaining in the Ashfill.

10. Disposal Fee.

a. Section 6.1 of the Agreement is amended to read as follows:

6.1 General. The City authorizes Recomp to charge and collect, and Recomp agrees to charge, for its services in incinerating, otherwise processing and/or landfilling City Solid Waste, as more particularly described in Section 2.2 hereof, and for its services in undertaking the final disposition of ash in the Ashfill, as more particularly described in Section 2.4 hereof. (a) a Disposal Fee of \$69.50 per ton of City Solid Waste delivered to the Facility, plus (b) the Ashfill Final Disposition Fee. Recomp may charge, in addition to such sums, the amount of any generally-applicable taxes, levies, fees, assessments, surcharges or other charges now or hereafter imposed by any federal, state, or local governmental authority with respect to City Solid Waste delivered to the Facility which is assessed on the basis of either the volume or tonnage of Solid Waste delivered to Recomp or amounts charged by Recomp therefor. The Disposal Fee shall be subject to increase only for inflation in the manner and subject to the limitations provided for by Section 7.1 hereof, or for any capital improvement agreed to by the City and Recomp pursuant to Section 7.3 hereof. The Ashfill Final Disposition Fee shall not be subject to adjustment under Section 7.1 hereof.

b. Section 6.2 of the Agreement is deleted in its entirety.

11. Adjustment For Cost of Living.

a. Section 7.1 of the Agreement is retitled, "Adjustment of Fees for Cost of Living," and amended to read as follows:

7.1 Adjustment of Fees for Cost of Living. For the fiscal year beginning July 1, 1998, and on July 1 of each succeeding year thereafter, any Disposal Fee and Clean Green fee provided for by Section 2.7 hereof, in effect for the previous fiscal year, shall be increased by a percentage equal to eighty percent (80%) of the percentage increase, if any, in the CPI-West Index during the twelve months ending on the preceding December 31. If such index is at any time no longer published, the parties shall substitute and use a comparable inflation index.

12. Deleted Provisions. Sections 7.4, 7.5 and 7.6 of the Agreement are hereby deleted in their entirety.

DATED this 9th day of September, 1997.

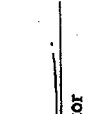
CITY OF BELLINGHAM

RECOMP OF WASHINGTON, INC.


By: 
Mark Asmundson, Mayor

By: 
Frank Moscone, President

DEPARTMENT APPROVAL:

By: 
Public Works Director

ATTEST:


Finance Director

APPROVED AS TO FORM:

By: 
Office of City Attorney

**REVISION TO 1997 AMENDMENTS TO
AMENDED AND RESTATED SOLID WASTE DISPOSAL AGREEMENT**

This is a revision to the recently executed 1997 Amendments ("1997 Amendments") to the Amended and Restated Solid Waste Disposal Agreement ("Agreement") between the CITY OF BELLINGHAM ("City") and RECOMP OF WASHINGTON, INC., ("Recomp"). Except for the specific provision referenced herein, the 1997 Amendments and the underlying Agreement as amended remain in full force and effect.

WHEREAS, the parties intend to revise their understanding as to the City's right to seek an alternative to the Clean Green disposal arrangements with Recomp,

NOW, THEREFORE, it is understood and agreed as follows:

Paragraph 7 of the 1997 Amendments is modified to delete from the language of paragraph 2.7 set forth therein, in line 8 of paragraph 2.7, the words "effective at any time after December 31, 1998."

Accordingly, the City shall have the right at any time to seek an alternative to Recomp for disposal of Clean Green, subject to the notice, right of first refusal, and related provisions contained elsewhere in paragraph 2.7.

DATED this 22nd day of October, 1997.

CITY OF BELLINGHAM

RECOMP OF WASHINGTON, INC.

By: Mark Asmundson
Mark Asmundson, Mayor

By: Frank Moscone
Frank Moscone, President

ATTEST:

By: Juan Caporale
Finance Director

DEPARTMENT APPROVAL:

By: M. Garner
Director of Public Works

APPROVED AS TO FORM:

By: [Signature]
Office of the City Attorney

City of Bellingham
CITY ATTORNEY
210 Louis Street
Bellingham, Washington 98225
Telephone (360) 676-6901

APPENDIX E

Whatcom County Ordinance 85-90 and Amendments Establishing the Solid Waste Advisory Committee

INTRODUCED BY: Consent
PROPOSED BY: County Executive
DATE INTRODUCED: 11-7-85

ORDINANCE NO. 85-90

AN ORDINANCE RELATING TO SOLID WASTE
MANAGEMENT; ESTABLISHING A SOLID WASTE
ADVISORY COMMITTEE

WHEREAS, pursuant to RCW 70.05.165 that each County shall establish a local Solid Waste Advisory Committee 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, and WHEREAS, it is further contained in RCW 70.05.105 that the committee members shall be appointed by the County legislative authority.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council: SECTION 1. The Whatcom County Solid Waste Advisory Committee is hereby established to be comprised of a county-wide group of representatives of citizens, public interest groups, business, the waste management industry and local elected public officials to provide for coordination and information exchange between the groups about solid waste issues and to provide on-going public input and advice to Whatcom County on solid waste management issues.

SECTION 2. The Whatcom County Solid Waste Advisory Committee shall be composed of nine members. Three of the members shall be local elected public officials with a representative from the City of Bellingham, other cities in the County and Whatcom County. The remaining six members shall represent a balance of interests listed in Section 1.

SECTION 3. The Whatcom County Solid Waste Advisory Committee shall advise and make recommendation to the County Executive and Council on matters within their scope and charge.

Ordinance - 1.

SECTION 4. The scope and charge of the Whatcom County Solid Waste Advisory Committee shall be to:

- A. advise Whatcom County of all aspects of solid waste management planning
- B. review no less frequently than once annually, the Whatcom County Comprehensive Solid Waste Management Plan, and recommend appropriate changes, amendments, or modifications thereof.
- C. assist Whatcom County in the development of programs and policies concerning solid waste management
- D. review and comment on proposed solid waste management rules, policies, or ordinances prior to their adoption.

SECTION 5. The County Executive may recommend appointments, with appointments being made by County Council motion. The Executive shall be able to appoint non-voting ex-officio members who shall serve at the Executive's discretion.

SECTION 6. The term of office of any Committee member shall be limited to two (2) consecutive full terms. Reappointment shall be subject to confirmation by County Council motion. If during the term of office, a public official is defeated in a general election, or for any other reason loses his/her political office, the public official is no longer eligible to sit on the Committee as an elected official and the position shall immediately be vacated by that reason and refilled.

SECTION 7. A vacancy shall be filled for the remainder of the term of the vacant position in the manner described in the initial appointment.

SECTION 8. Four members shall initially serve a term ending December 31, 1987 and the remaining five members shall serve a term ending December 31, 1988 or until their successor is appointed and confirmed as provided in this ordinance. Thereafter, all terms shall be for three years.

Ordinance - 2.

SECTION 9. The Solid Waste Advisory Committee shall meet required to carry out the purposes of the Committee. The Council shall promulgate rules for the election of officers and the conduct of its business.

SECTION 10. Ongoing administrative support to the committee shall be provided by the Whatcom County Department of Public Works.

SECTION 11. Members of the committee shall serve without compensation.

APPROVED this 21st day of November, 1985.
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Carol Peterson
Carol Peterson
Clerk of the Council

William P. Hochl
William P. Hochl
Chairman

() Approved () Vetoed

APPROVED AS TO FORM:

Randall J. Walls
Randall J. Walls
Civil Deputy Prosecuting
Attorney

Date November 22, 1985
Published November 13, 1985 k / J - 8 - J J
This ordinance becomes effective December 2, 1985

Ordinance - 3.

SPONSORED BY: Consent
PROPOSED BY: Hansev
INTRODUCTION DATE: 12/18/90

ORDINANCE NO. 91-002

AMENDING WHATCOM COUNTY CODE SECTION 2.78,
INCREASING THE NUMBER OF MEMBERS ON THE
SOLID WASTE ADVISORY COMMITTEE

WHEREAS, the state Legislature recently amended RCW 70.95.165 to allow county solid waste advisory committees to consist of more than nine members, at the discretion of the County Legislative authority; and

WHEREAS, the same section of law indicates solid waste advisory committee members shall be appointed by the county legislative authority; and

WHEREAS, Whatcom County Code section 2.78 provides for a nine-member Whatcom County Solid Waste Advisory Committee, with appointments recommended to the County Council by the County Executive;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Section 2.78 is hereby amended as indicated below:

2.78.010 Committee--Established. The county solid waste advisory committee is established to be comprised of a county-wide group of representatives of citizens, public interest groups, business, the waste management industry, and local elected public officials to provide for coordination and information exchange between the groups about solid waste issues and to provide ongoing public input and advice to Whatcom County on solid waste management issues.

2.78.020 Committee--Members. The county solid waste advisory committee shall be composed of ~~nine~~ seven members. Three of the members shall be local elected officials with a representative from the city of Bellingham, other cities in the county and ~~the~~ Whatcom County Council. The remaining ~~six~~ eight members shall represent a balance of interests listed in Section 2.78.010.

~~2.78.050 Appointments to committees. The county executive may recommend appointments with appointments being made by county council motion. The county executive shall be able to appoint nonvoting ex officio members who shall serve at the executive's discretion. The county council shall nominate and appoint members to the committee in accordance with its rules of procedure as required by RCW 70.95.165.~~

ADOPTED this 11th day of Jan, 1991.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON


ATTEST:


Ramona Reeves, Council Clerk


Donald G. Hansev, Chairman

APPROVED AS TO FORM:

() Approved () Denied


Shirley Van Zanten, Executive

Date: 1-12-91

SPONSORED BY: Consent
PROPOSED BY: Solid Waste Adv. Com.
INTRODUCTION: April 13, 1993

ORDINANCE NO. 93-023

AMENDING ORDINANCE 91-002, WHATCOM COUNTY CODE SECTION 2.78, CLARIFYING THE MEMBERSHIP ON THE SOLID WASTE ADVISORY COMMITTEE

WHEREAS, the State Legislature amended RCW 70.95.165 to allow County Solid Waste Advisory Committees to consist of more than nine members, at the discretion of the County Legislative authority; and

WHEREAS, the same section of law indicates the Solid Waste Advisory Committee members shall be appointed by the County Legislative authority; and

WHEREAS, Whatcom County Code section 2.78 provides for a eleven-member Whatcom County Solid Waste Advisory Committee, with appointments recommended to the County Council by the County Executive;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 2.78 is hereby amended as indicated below:

2.78.010 Committee--Established. The County Solid Waste Advisory Committee is established to be comprised of a county-wide group of representatives of citizens, public interest groups, business, the waste management industry, and local elected public officials to provide for coordination and information exchange between the groups about solid waste issues and to provide ongoing public input and advice to Whatcom County on solid waste management issues.

2.78.020 Committee--Members. The County Solid Waste Advisory Committee shall be composed of eleven-members. Three of the members shall be local elected officials with a representative from the City of Bellingham, other cities in the county and

the Whatcom County Council. ~~The remaining eight members shall represent a balance of interests from the following sectors: two citizen representatives, two representatives from public interest groups, one business/industry representative, one representative from the waste collection industry, one recycling industry representative, and one solid waste disposal facility representative.~~

32.78.050 Appointments to committee. The County Executive shall be able to appoint non-voting ex officio members who shall serve at the executive's discretion. The County Council shall nominate and appoint members to the committee in accordance with its rules of procedure as required by RCW 70.95.165.

ADOPTED this 11th day of May, 1993.

ATTEST:

Barbara Maier
Barbara Maier, Acting Clerk

APPROVED AS TO FORM:

Denise L. Gibson
Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Marge Haidlaw
Marge Haidlaw, Council Chair

(X) Approved () Denied

Shirley Van Zanten
Shirley Van Zanten, Executive
Date: 5-12-93

APPENDIX F

Whatcom County Ordinance 90-95 and Amendments
Service Level

INTRODUCED BY: Consent

DATE: September 4, 1990

PROPOSED BY: Public Works Executive

ORDINANCE NO. 20-95

AN ORDINANCE ESTABLISHING SERVICE LEVELS FOR SOLID WASTE
AND RESIDENTIAL RECYCLING COLLECTION IN UNINCORPORATED
AREAS OF WHATCOM COUNTY AND NONRESIDENTIAL RECYCLING
COLLECTION IN ALL AREAS OF WHATCOM COUNTY.

WHEREAS, Whatcom County ("County") is charged by Chapter 70.95
RCW with the primary responsibility for adopting a comprehensive
solid waste management plan to control the collection and disposal
of solid waste generated within its boundaries; and

WHEREAS, the County has adopted the 1990 Comprehensive Solid
Waste Management Plan Update (the "Plan") to govern the solid waste
management policies of Whatcom County; and

WHEREAS, all incorporated municipalities are included in the
Plan and have designated Whatcom County as the lead agency through
interlocal agreements; and

WHEREAS, pursuant to RCW 70.95.010(8), 70.95.092 and
70.95.160, the Plan provides for certain rate structures and

service levels to promote recycling, waste reduction and waste
separation; and

WHEREAS, pursuant to RCW 70.95.094, the State of Washington
Department of Ecology approved the Plan on May 3, 1990; and

WHEREAS, RCW 36.58.040 authorizes the County by ordinance to
provide for a system of solid waste disposal, including processing
and conversion of solid wastes into other valuable or useful
products; and to either award contracts to collect residentially
source separated recyclable materials or to notify the WUTC to
carry out the waste reduction and recycling elements of the Plan;
and

WHEREAS, RCW 70.95.160 requires the County to adopt ordinances
to establish minimum levels and types of services, and to implement
other aspects of the Plan; and

WHEREAS, RCW 81.77.030 and 81.77.040 require the Washington
Utilities and Transportation Commission ("WUTC"), through its
review and approval of rate structures and levels, to require solid
waste collection companies to comply with the Plan and related
implementation ordinances;

WHEREAS, State and federal law and regulations have placed increased responsibility on local governments to manage solid waste in a manner that protects public health and safety; and

WHEREAS, the County, through its Plan, has made a long term commitment to waste reduction and recycling, including curbside recycling; and

WHEREAS, the solid waste haulers presently operating in the County and certificated by the WUTC have consistently provided necessary, efficient, and convenient solid waste collection services to the unincorporated portions of the County; and

WHEREAS, to operate an efficient waste disposal system and recycling collection system requires that solid waste and recycling collection companies provide adequate and appropriate levels of service at fair, just and reasonable rates to residential and nonresidential customers within Whatcom County; and

WHEREAS, solid waste haulers operating in the County and certificated by the WUTC have provided residential recycling collection services to some incorporated areas of the County and are willing and able to provide the levels of service for recycling collection specified by this Ordinance; and

WHEREAS, in accordance with State law, the Council believes that nonresidential recycling collection programs should offer minimum levels of service;

NOW, THEREFORE, BE IT ORDAINED by the County Council of Whatcom County as follows:

Section 1. PURPOSE

A. Policies expressed in Whatcom County's 1990 Comprehensive Solid Waste Management Plan Update ("Plan") make waste reduction and recycling the preferred methods of handling solid waste. The purpose of this ordinance is to specify service levels and rate structures for recycling and solid waste collection that encourage recycling and waste reduction, that protect the public health and safety, and to ensure that, to the maximum extent practicable, only the remainder after separation should be incinerated or landfilled.

B. Certain service levels and rate structures for solid waste and recycling collection are hereby established in Whatcom County to further the objectives of the Plan, including a high level of waste reduction and recycling; to ensure the provision of such solid waste collection and disposal systems and services as are in the public interest; and to secure a healthful environment for all citizens of Whatcom County.

Section 2. Findings

The County Council, in establishing service levels and rate structure principles, determines and finds:

- A. Waste reduction and recycling measures contemplated by the Plan promote the health, safety, and welfare of County residents by encouraging the re-use of products and reducing the use of incineration and landfill facilities.
- B. State and federal laws and regulations have increased the responsibility of local governments to manage solid waste systems in a manner that protects public health and safety.
- C. The State and the County have set waste reduction and recycling as the highest priorities in managing solid waste. In order to make programs for waste reduction, curbside recycling and other source separation feasible, rate structures must make it cost-effective for residents and businesses who generate small amounts of waste to participate in such programs, and all non-residential accounts must be offered the option of subscribing to recycling service.
- D. It is the policy of the County that collected recyclable materials be processed locally whenever practicable and that they be utilized according to the following priorities: (1)

reuse intact materials in their original form for their original purposes; (2) recycle materials back into their original form for their original purpose; (3) recycle materials for other uses and preserve the future ease of recyclability; and (4) reuse materials for single end uses that do not allow or that inhibit further recycling.

- E. Adoption of this ordinance is necessary for the protection of natural resources and the environment, the immediate preservation of the public health and welfare and the support of governmental activities.

Section 3. Definitions

- A. "carrier" means a common, contract or private carrier as defined by RCW 81.80.010.
- B. "Certificated Hauler" means a solid waste collection company as defined by RCW 81.77 and certificated to operate in Whatcom County. Certificated haulers are Sanitary Services Company (WUTC no. G-14); Nooksack Valley Disposal, Inc. (WUTC no. G-166); Blaine-Bay Refuse, Inc. (WUTC no. G-145); and Point Roberts Sanitation (WUTC no. G-155). For purposes of this ordinance, North Cascade Disposal is not a certificated hauler.

C. "Executive Committee" means the group of seven mayors and the County Executive as established and governed by interlocal agreements between the County and cities in July 1989.

D. "Multifamily dwelling" means a residential dwelling containing five or more units on one lot or parcel.

E. "Nonresidential Account" means a building or facility that is not occupied as a permanent residence including, but not limited to, commercial and industrial businesses, schools, hospitals, government buildings, recreation facilities, and transportation facilities.

F. "Recyclables" means those solid wastes that are separated for recycling or reuse as identified in this ordinance; provided, however, that "recyclables" shall not include any material for which there is no market, or for which the cost of recycling (including the cost of getting the material to market) exceeds the full cost of disposal (including the tipping fee at a disposal facility plus the avoided cost of siting a new disposal facility in the amount of \$ 8.58 per ton).

G. "single family residence" means a residential dwelling containing four or fewer dwelling units on one lot or parcel. Where two, three, or four units are on one lot or parcel, each unit shall be considered as an individual single family residence.

H. "Solid Waste" shall have the meaning given to it by RCW 70.95.030.

I. "Special Permission Tariffs" means a class of tariffs applicable to common carriers under RCW 81.80 for specific commodities and areas as designated by the Washington Utilities and Transportation Commission ("WUTC").

Section 4. Single Family Residential Garbage Collection

A. Certificated haulers shall perform collection and hauling of garbage from single family residences that request collection service in unincorporated portions of Whatcom County. Service to single family residences shall be provided on a schedule of either weekly, every-other-week or monthly collection.

B. Garbage container sizes provided by and for single family residences shall be 30-32 gallons and 15-20 gallons. Haulers may also offer 60 or 90 gallon containers. A specific size within the 15-20 gallon "mini-can" range shall be approved by the hauler and shall be consistent within the certificated area. Mini-can and 90 gallon can service shall be available only on a weekly or every-other-week basis. The design of all containers shall be subject to approval by the hauler.

C. Collection rate structures shall be designed to encourage waste reduction and recycling and to comply with the Plan. The rate per gallon for large containers shall be no less than for smaller containers. The per gallon rate for multiple containers shall be no less than for a single container.

D. Certificated haulers shall bill each customer at least once every three months. The rate printed on the bill shall be a combined figure representing the garbage collection rate plus the recycling collection rate.

Section 5. Residential Recycling Collection

A. Certificated haulers shall collect source separated recyclables from all residences in unincorporated portions of Whatcom County that receive garbage collection, except as provided in Section 5(K) of this ordinance. All single family residences shall be provided with recycling collection at least every other week and on the same day of the week as garbage collection. Service to multifamily residences shall be provided at least every other week.

B. The hauler shall provide recycling containers to each residence at the customer's request. Container design and use shall be subject to the prior approval of the County Solid Waste Manager. The cost to the hauler of the initial container set for each dwelling unit, of damaged containers,

and of containers for new customers as necessary, shall be a cost incorporated into the collection rate. The cost of lost or stolen containers shall be borne by the customer. The hauler shall deliver all containers to the dwelling unit unless otherwise directed by the County Solid Waste Manager.

C. Haulers shall collect and recycling containers shall be designed to hold the following materials:

1. Newspaper
2. Mixed waste paper
3. Aluminum containers
4. Tin-plated steel containers
5. Glass containers

The following materials shall also be collected when placed adjacent to set-out containers, provided, however, that a Certificated Hauler may decline to collect any of the following materials upon prior approval of the Solid Waste Manager; and provided further that the Solid Waste Manager shall approve the non-collection of any material for which collection would threaten public health:

6. Refillable glass containers
7. Corrugated cardboard
8. Scrap metal no longer than 24" in any dimension or heavier than 35 pounds per piece.

9. Lead-acid and household batteries that show no signs of leakage.
10. Used motor oil in sealed containers.
11. Other source separated materials designated by the hauler and approved by the Solid Waste Manager.

D. Materials shall be collected on the improved public road nearest to the residence (or mutually agreed upon location) when properly set out on the designated collection day. The hauler is not required to collect materials at any particular hour. The collector is not required to enter private property to collect material while an animal considered or feared to be vicious is loose. The resident shall confine such an animal on collection day.

E. In case of missed collection, the hauler shall investigate and, if the missed collection is verified, shall arrange for the collection of the uncollected recyclable material within one business day after the complaint is received, unless otherwise agreed by the hauler and customer. All haulers shall add staff as needed to answer questions and respond to complaints from 8:00 a.m. to 5:00 p.m. on collection days.

F. Each hauler shall charge the same recycling collection rates to each residential dwelling unit that receives garbage collection service from that hauler. Revenues from such rates shall be designed to cover all projected collection,

marketing, promotional, and administrative costs reasonably and necessarily incurred to provide residential recycling collection. However, only costs directly associated with recycling service may be allocated to recycling rates. The Solid Waste Manager shall research recyclable material markets and other program costs associated with residential recycling collection. The Solid Waste Manager shall report annually to the Council and to the WUTC regarding such research.

G. Haulers and recycling companies shall take reasonable actions in marketing recyclable materials to implement the County's policies regarding local processing and priorities of use. All materials collected (except unmarketable household batteries) shall be processed and marketed such that no recyclable material is landfilled, incinerated, or disposed of in any way other than recycling. Haulers shall adopt collection procedures and technologies to minimize the cross-contamination or nonrecyclability of collected materials. The County may assist, if necessary, in the storage of unmarketable household batteries.

H. The County Solid Waste Manager, in consultation with certificated haulers and purchasers of recyclable materials, shall establish promotional strategies by which the haulers and the County shall inform the public about recycling collection service. The costs to certificated haulers of implementing such strategies shall be covered by their rates

for residential recycling service. Any hauler that wishes to adopt additional promotional strategies shall obtain the prior approval of the Solid Waste Manager. Requirements imposed by the WUTC are not promotional strategies for purposes of this section.

I. It is unlawful for any person, other than the collectors as authorized by this ordinance, to collect, remove, haul, or dispose of recyclable materials set out for collection pursuant to Section 5 of this ordinance without first obtaining the consent of the occupant or owner of the premises. Any violation of this subsection shall constitute a misdemeanor and, upon conviction, violators shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00). Each day of such violation and violation at each dwelling unit, shall be deemed a separate and independent offense.

J. The business name and telephone number of the collector shall be clearly visible on each side of each vehicle used to provide residential recycling service. The collector shall contain, tie, or enclose all collected materials to prevent leaking, spilling, or littering.

K. The election made by this ordinance pursuant to RCW 36.58.040, notifying the WUTC to carry out the Plan rather than awarding a contract, shall continue for five years from the date of

adoption, except as provided in this subsection. If the County Executive determines that a certificated hauler has materially failed to comply with the requirements or policies of this ordinance, the County Executive shall provide the hauler with a written notice specifying the noncompliance and affording the hauler sixty (60) days to cure the noncompliance; provided, however, that the hauler shall not be required to cure any noncompliance that is caused by an event or condition, including a threat to the public health or safety, that is beyond the hauler's control. At the discretion of the County Executive, the period for cure may be extended. If the hauler fails to cure, the County may contract for the provision of residential recycling service pursuant to RCW 36.58.040 in the area served by the hauler.

Section 6. Nonresidential and Multifamily Garbage Collection

A. Certificated haulers shall perform collection and hauling of garbage from nonresidential and multifamily accounts in Whatcom County.

B. Container sizes for nonresidential and multifamily accounts shall be approved by the hauler.

C. Rate structures for nonresidential and multifamily garbage collection shall be designed to encourage waste reduction and recycling and to comply with the Plan. On a per-gallon, per-

yard or per-ton basis, rates for larger containers shall be no less than rates for smaller containers, and rates for multiple containers shall be no less than rates for a single container.

- D. Certificated haulers shall bill each customer at least once every three months. The rate printed on the bill shall be a combined figure representing the garbage collection rate plus the recycling collection rate.

Section 7. Nonresidential Recycling Collection

- A. Collection and hauling of recyclables from nonresidential accounts within all incorporated and unincorporated areas of the Whatcom County shall be performed by carriers. Each certificated hauler that holds a permit as a common carrier shall offer recycling collection service on at least a weekly or monthly basis to each nonresidential account served by the hauler.

- B. It is the County's policy that any common carrier permitted to collect any recyclable material from nonresidential accounts within Whatcom County should file a Special Permission Tariff or comparable document for such collection with the WUTC or other appropriate regulatory body and should offer to collect the following source separated materials:

1. Paper
2. Corrugated cardboard
3. Glass containers
4. Metal containers
5. Other source separated materials designated by the hauler and approved by the Solid Waste Manager.

- C. Collection of commingled recyclable material is permitted upon approval of the Solid Waste Manager. Each tariff shall provide for a variety of container sizes. Container sizes reflected in the tariff shall be subject to the approval of the Solid Waste Manager, shall be sufficient to meet the needs of all nonresidential accounts who desire service, and shall be designed to make recycling as cost-effective as possible for all customers.

- D. Materials shall be collected on the improved public road nearest to the account's facility (or mutually agreed upon location) when properly set out on the designated collection day.

- E. Rate structures for nonresidential and multifamily recycling collection shall be designed to encourage waste reduction and recycling and to comply with the Plan. On a per-gallon, per-yard or per-ton basis, rates for larger containers shall be no less than rates for smaller containers, and rates for

multiple containers shall be no less than rates for a single container.

F. Revenues from nonresidential recycling rates shall be designed to cover all projected collection, marketing, promotional, and administrative costs reasonably and necessarily incurred by the carrier or the County to provide nonresidential recycling collection. However, only costs directly associated with recycling service may be allocated to recycling rates.

G. The collector shall take reasonable actions in marketing recyclable materials to implement the County's policies regarding local processing and priorities of use. All materials collected (except unmarketable household batteries) shall be processed and marketed such that no recyclable material is landfilled, incinerated, or disposed of in any way other than recycling. Haulers shall adopt collection procedures and technologies to minimize the cross-contamination or nonrecyclability of collected materials.

H. The County Solid Waste Manager, in consultation with common carriers and purchasers of recyclable materials from nonresidential accounts, shall establish promotional strategies to inform nonresidential garbage customers about recycling collection service. The costs to the common carrier of implementing such strategies shall be covered by its rates for nonresidential recycling service. Any common carrier that

wishes to adopt additional promotional strategies shall obtain the prior approval of the Solid Waste Manager. Requirements imposed by the WUTC are not promotional strategies for purposes of this section.

I. The hauler shall contain, tie, or enclose all collected materials to prevent leaking, spilling, or blowing.

Section 8. Submittal of Documents and Notices

A. Each certificated hauler shall file a proposed tariff revision with the WUTC that complies with the requirements of this ordinance within sixty (60) days of the adoption of this ordinance. Such tariff shall bear an effective date no later than either February 1, 1991 or 45 days after its filing date, whichever is later.

B. Whenever a certificated hauler or any common or contract carrier of recyclable materials generated within Whatcom County files a proposed tariff revision with the WUTC, the hauler or carrier shall simultaneously provide the County Solid Waste Manager with copies of the proposed tariff and all nonproprietary supporting materials submitted to the WUTC at any time prior to approval of the tariff. Such materials include but are not limited to any correspondence or other information concerning rate calculation parameters and

details, tariff sheet application and adjustments, and annual reports.

C. All certificated haulers, recycling collectors and processors, transfer facilities, and disposal facilities shall provide the County Solid Waste Manager with the following information on a quarterly basis:

1. daily disposal tonnages from municipal disposal facilities and transfer stations;
2. monthly disposal tonnages from industrial and other private landfills;
3. monthly recycling tonnages per material from all recycling collectors and processors;
4. solid waste collection, disposal, and recycling collection and processing service contracts and amendments within incorporated and unincorporated areas of the County; and
5. a log of all customer complaints about recycling, specifying the date, nature of complaint and resolution for each complaint.

In addition, for reporting periods covering July 1990 through March 1993, all certificated haulers, recycling collectors and processors, transfer facilities and disposal facilities shall provide the Solid Waste Manager with the following information regarding residential recycling:

1. operational and capitalization costs regarding any test routes or neighborhoods designated by the Solid Waste Manager and haulers;
2. data averages and ranges regarding operational and capitalization costs for all other routes or neighborhoods not designated as test areas using test route and related information;
3. usage and type of equipment used per test route;
4. average pounds collected per household or multi-unit complex, per test route;
5. operational problems, successes and changes per test route;
6. effectiveness of promotional efforts through random surveys in areas selected by the Solid Waste Manager;
7. tonnages and, if available, volume of household batteries collected per test route and related collection difficulties, changes and successes;
8. participation rate (number of eligible households, number who sign up for recycling, and number who set out recyclables) for test routes with a description of the methods used to determine these rates;
9. tonnages and, if available, volumes of materials collected by type of material collected, including recyclables and garbage, and revenues/costs by type of material;
10. frequency of and reasons for bin replacement;

11. number of calls from customers regarding additional information, sign-up, need for additional service, missed collections, withdrawal from recycling collection program, and other recycling-related matters.

Section 9. Notice to Utilities and Transportation Commission

The Whatcom County Council, pursuant to RCW 81.77.030(5) and RCW 81.77.040, hereby notifies and requests the Washington Utilities and Transportation Commission to carry out and implement the policies and programs specified in this ordinance and in the Plan in coordination with certificated haulers and common carriers through the Commission's rate setting and oversight authority.

Section 10. Modification of Collection Schedules.

The provisions of this ordinance concerning (1) frequency of collection of recyclable materials and garbage; (2) service levels in rural areas in the event that mandatory collection is not adopted; and (3) rate structures in the event that the WUTC issues an inconsistent order may be modified by agreement of the County Executive and all certificated haulers, subject to approval by the County Council.

Section 11. Severability.

Randall J. Watts
Chief Civil Deputy
Prosecuting Attorney

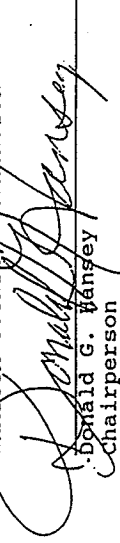
If any portion or section of the ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the section to other persons or circumstances is not affected.

Section 12. Effective Date

The provisions of this ordinance are to be effective ten (10) days after adoption of this ordinance.

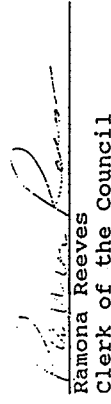
APPROVED this ninth day of October, 1990.

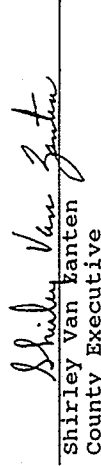
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON


Donald G. Vansey
Chairperson

ATTEST:

() Approved () Vetoed


Ramona Reeves
Clerk of the Council


Shirley Van Kantem
County Executive

Date: _____ Date: 10-10-90

APPROVED AS TO FORM:

INTRODUCED BY: Consent
DATE: 12/11/90
PROPOSED BY: Public Works

ORDINANCE NO. 91-003

ORDINANCE AMENDING ORDINANCE 90-95, THE SERVICE LEVEL ORDINANCE, ALLOWING THE MINI-CAN OPTION TO BE PROVIDED ON A MONTHLY BASIS AND POSTPONING THE EFFECTIVE DATE OF GARBAGE AND RESIDENTIAL RECYCLING SERVICE LEVELS TO MARCH 1, 1991 AND NONRESIDENTIAL RECYCLING SERVICE LEVELS TO MAY 1, 1991.

WHEREAS after the adoption of Ordinance 90-95, affected parties have continued to discuss the service levels that should be provided; and

WHEREAS as a result of these discussions the haulers and citizen groups have agreed that the mini-can option should be provided on a monthly basis only; and

WHEREAS the time required for haulers to implement the requirements of Ordinance 90-95 will be longer than anticipated; and

WHEREAS the amendments contained in this ordinance will serve the public interest.

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT
SOLID WASTE DIVISION
1400 C Street, Suite 611
Bangor, WA 98221
(206) 878-1831 or (206) 298-1310

NOW, THEREFORE, be it ordained that Sections 4(B) and 8(A) of Ordinance 90-95 shall be amended as follows:

Section 4. Single Family Residential Garbage Collection

B. Garbage container sizes provided by and for single family residences shall be 30-32 gallons and 15-20 gallons. Haulers may also offer 60 or 90 gallon containers. A specific size within the 15-20 gallon "mini-can" range shall be approved by the hauler and shall be consistent within the certificated area. ~~Mini-can and 60-Ninety~~ gallon can service shall be available only on a weekly or every-other-week basis. The mini-can service shall be available on a monthly basis only. The design of all containers shall be subject to approval by the hauler.

Section 8. Submittal of Documents and Notices

A. Each certificated hauler shall file a proposed tariff revision for garbage and residential recycling collection service levels with the WUTC that complies with the requirements of this ordinance within sixty (60) days of the adoption of this ordinance. Such tariff shall bear an effective date no later than ~~February~~ March 1, 1991 or ~~45-days-after-the-filing-date-which-ever-is-later.~~

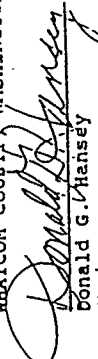
WHATCOM COUNTY PUBLIC WORKS DEPARTMENT
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1400 C Street, Suite 611
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(206) 878-1831 or (206) 298-1310

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In addition, each certificated hauler shall file a proposed tariff revision for nonresidential recycling collection service levels with the WUTC that complies with the requirements of this ordinance within sixty (60) days of the adoption of this ordinance. Such tariff shall bear an effective date no later than May 1, 1991.

NOW, THEREFORE, be it further ordained that unless specifically amended by this ordinance, all other terms and conditions of Ordinance 90-95 shall remain in full force and effect.

APPROVED this 11th day of January, 1991.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY WASHINGTON

Donald G. Hansey
Chairperson

() Approved () Vetoed

ATTEST:

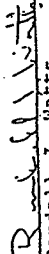

Ramona Reeves
Clerk of the Council

Shirley Van Zanten
County Executive

Date: 1/18/91

Date: See attached memo dated 1-17-91 from Executive

APPROVED AS TO FORM:


Randall J. Watts
Chief Civil Deputy
Prosecuting Attorney

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT
SOLID WASTE DIVISION
1800 C Street, Suite E-13
Bellevue, WA 98005
(206) 878-1853 or (206) 248-1310

INTRODUCED BY: Consent
DATE: 7-09-91
PROPOSED BY: Solid Waste Division

ORDINANCE 91-054

ORDINANCE AMENDING ORDINANCE 90-95 AND ORDINANCE 91-003, THE SERVICE LEVEL ORDINANCE AND FIRST AMENDMENT, CLARIFYING REPORTING REQUIREMENTS AND PROVISIONS FOR ADDING CURBSIDE MATERIALS FOR COLLECTION AND POSTPONING THE EFFECTIVE DATE OF GARBAGE AND RESIDENTIAL RECYCLING SERVICE LEVELS TO SEPTEMBER 16, 1991 AND MULTI-FAMILY AND NONRESIDENTIAL RECYCLING SERVICE LEVELS TO APRIL 1, 1992.

WHEREAS after the adoption of Ordinance 90-95 and amending Ordinance 91-003, affected parties have continued to discuss the service levels that should be provided; and
WHEREAS as a result of these discussions the haulers and the County administration have agreed to clarify reporting requirements and to clarify the provisions for adding curbside materials for collection; and

WHEREAS the time required for haulers to implement the requirements of Ordinance 90-95 and amending Ordinance 91-003 will be longer than anticipated; and
WHEREAS the amendments contained in this ordinance will serve the public interest.

NOW, THEREFORE, be it ordained that Sections 5(C), 6(D), 8(A), and 8(C) of Ordinance 90-95 shall be amended as follows:

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Section 5. Residential Recycling Collection

C. Haulers shall collect and recycling containers shall be designed to hold the following materials:

1. Newspaper
2. Mixed waste paper
3. Aluminum containers
4. Tin-plated steel containers
5. Glass containers

the following materials shall also be collected when placed adjacent to set-out containers, provided, however, that a Certificated Hauler may decline to collect any of the following materials upon prior approval of the Solid Waste Manager; and provided further that the Solid Waste Manager shall approve the non-collection of any material for which collection would threaten public health:

6. Refillable glass containers
7. Corrugated cardboard
8. Scrap metal no longer than 24" in any dimension or heavier than 35 pounds per piece.
9. Lead-acid and household batteries that show no signs of leakage.
10. Used motor oil in sealed containers.

11. Other source separated materials designated by the Solid Waste Manager and the hauler and approved by the Solid Waste Manager.

Section 6. Nonresidential Garbage Collection

D. Certificated haulers shall bill each customer at least once every three months.

Section 8. Submittal of Documents and Notices

A. Each certificated hauler shall file a proposed tariff revision for garbage and residential recycling collection service levels with the WUTC that complies with the requirements of this ordinance by July 24, 1991. Such tariff shall bear an effective date no later than September 16, 1991. In addition, each certificated hauler shall file a proposed tariff revision for multi-family recycling collection service levels and nonresidential recycling collection service levels with the WUTC that complies with the requirements of this ordinance by February 15, 1992. Such tariff shall bear an effective date no later than April 1, 1992.

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C. All certificated haulers, recycling collectors and processors, transfer facilities, and disposal facilities shall provide the County Solid Waste Manager with the following quarterly information on April 20, July 20, October 20, and January 20 for each of the previous three months and, where appropriate and practical, separately listed for each city and unincorporated area of the County:

1. daily disposal tonnages to and from: municipal disposal facilities for each primary disposal or processing method, transfer stations, and convenience centers;
2. monthly disposal tonnages from industrial and other private landfills;
3. monthly recycling tonnages per material from all recycling collectors and processors;
4. solid waste collection, disposal, and recycling collection and processing service contracts and amendments within incorporated and unincorporated areas of the County; and
5. a log of all customer complaints about recycling, specifying the date, nature of complaint and resolution for each complaint.

1 In addition, for reporting periods covering July
2 1990 through September 1993, all certificated haulers,
3 recycling collectors and processors, transfer facilities
4 and disposal facilities shall provide the Solid Waste
5 Manager with the following information regarding
6 residential recycling:
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- 10 1. operational and capitalization costs regarding any
11 test routes or neighborhoods designated by the
12 Solid Waste Manager and haulers;
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14 2. data averages and ranges regarding operational and
15 capitalization costs for all other routes or
16 neighborhoods not designated as test areas using
17 test route and related information;
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19 3. usage and type of equipment used per test route;
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21 4. average pounds collected per household or multi-
22 unit complex, per test route;
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24 5. operational problems, successes and changes per
25 test route;
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27 6. effectiveness of promotional efforts through random
28 surveys in areas selected by the Solid Waste
29 Manager;
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31 7. tonnages and, if available, volume of household
32 batteries collected per test route and related
33 collection difficulties, changes and successes;
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WHEATCOM COUNTY PUBLIC WORKS DEPARTMENT
SOLID WASTE DIVISION
1800 C Street, Suite 4-15
Bellingham, WA 98225
(206) 878-7165 or (206) 368-1310

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8. participation rate (number of eligible households, number who sign up for recycling, and number who set out recyclables) for test routes with a description of the methods used to determine these rates;
9. tonnages and, if available, volumes of materials collected by type of material collected, including recyclables and garbage, and revenues/costs by type of material;
10. frequency of and reasons for bin replacement;
11. number of calls from customers regarding additional information, sign-up, need for additional service, missed collections, withdrawal from recycling collection program, and other recycling-related matters..

ADOPTED this 23rd day of July, 1991.

WHEATCOM COUNTY COUNCIL
WHEATCOM COUNTY, WASHINGTON

Daniel M. Warner
Daniel M. Warner, Chairman

Approved by appointment
Shirley Van Zanten
Shirley Van Zanten
County Executive

Date 7-23-91

ATTEST:

Shirley Van Zanten
Council Clerk

APPROVED AS TO FORM:

Chief Civil Deputy
Prosecuting Attorney

ORDINANCE AMENDING 90-95 - 6

WHEATCOM COUNTY PUBLIC WORKS DEPARTMENT
SOLID WASTE DIVISION
1800 C Street, Suite 4-15
Bellingham, WA 98225
(206) 878-7165 or (206) 368-1310

SOLID WASTE AND RESIDENTIAL RECYCLING COLLECTION

Sections:

- 8.10.010 Purpose.
- 8.10.020 Findings.
- 8.10.030 Definitions.
- 8.10.040 Single-family residential garbage collection.
- 8.10.050 Residential recycling collection.
- 8.10.060 Nonresidential and multifamily garbage collection.
- 8.10.070 Submittal of documents and notices.
- 8.10.080 Notice to Utilities and Transportation Commission.
- 8.10.090 Modification of collection schedules.
- 8.10.100 Severability.

8.10.010 Purpose.

A. Policies expressed in Whatcom County's 1990 Comprehensive Solid Waste Management Plan Update ("plan") make waste reduction and recycling the preferred methods of handling solid waste. The purpose of this chapter is to specify service levels and rate structures for recycling and solid waste collection that encourage recycling and waste reduction, that protect the public health and safety, and to ensure that, to the maximum extent practicable, only the remainder after separation should be incinerated or landfilled.

B. Certain service levels and rate structures for solid waste and recycling collection are hereby established in Whatcom County to further the objectives of the plan, including a high level of waste reduction and recycling; to ensure the provision of such solid waste collection and disposal systems and services as are in the public interest; and to secure a healthful environment for all citizens of Whatcom County.

8.10.020 Findings.

The county council, in establishing service levels and rate structure principles, determines and finds:

A. Waste reduction and recycling measures contemplated by the plan promote the health, safety, and welfare of residents by encouraging the reuse of products and reducing the use of incineration and landfill facilities.

B. State and federal laws and regulations have increased the responsibility of local governments to manage solid waste systems in a manner that protects public health and safety.

C. The state and the county have set waste reduction and recycling as the highest priorities in managing solid waste. In order to make programs for waste reduction, curbside recycling and

SPONSOR BY: Consent
 PROPOSED BY: Public Works
 INTRODUCTION DATE: 8/15/95

ORDINANCE NO. 95-045

AN ORDINANCE AMENDING WHATCOM COUNTY CODE 8.10 SOLID WASTE AND RESIDENTIAL RECYCLING COLLECTION SERVICE LEVEL ORDINANCE.

WHEREAS, the Whatcom County Council adopted Ordinance No. 90-95, the Service Level Ordinance, on the 9th day of October, 1990 and amended said ordinance on the 11th day of January, 1991 and again on the 23rd day of July, 1991; and,

WHEREAS, the Solid Waste Advisory Committee (SWAC) reviewed and recommends further amendments to the Service Level Ordinance.

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Council hereby amends Whatcom County Code 8.10 in accordance with Exhibit "A".

ADOPTED this 19 day of Sept, 1995.

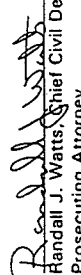
WHATCOM COUNTY COUNCIL
 WHATCOM COUNTY, WASHINGTON

ATTEST:

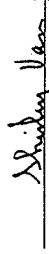

 Darla Brown-Davis, Council Clerk


 Robert Imhof, Council Chair

APPROVED AS TO FORM:


 Randall J. Watts, Chief Civil Deputy
 Prosecuting Attorney

Approved Denied


 Shirley VanZanten, County Executive

Date: 9-26-95

other source separation feasible, rate structures must make it cost-effective for residents and businesses who generate small amounts of waste to participate in such programs, and all non-residential accounts must be offered the option of subscribing to recycling service.

D. It is the policy of the county that collected recyclable materials be processed locally whenever practicable and that they be utilized according to the following priorities: (1) reuse intact materials in their original form for their original purposes; (2) recycle materials back into their original form for their original purpose; (3) recycle materials for other uses and preserve the future ease of recyclability; and (4) reuse materials for single and uses that do not allow or that inhibit further recycling.

E. Adoption of the ordinance codified in this chapter is necessary for the protection of natural resources and the environment, the immediate preservation of the public health and welfare and the support of governmental activities.

8.10.030 Definitions.

as used in this chapter:

A. "Carrier" means a common, contract or private carrier as defined by RCW 81.80.010.

B. "Certificated hauler" means a solid waste collection company as defined by RCW Chapter 81.77 and certificated to operate in Whatcom County. Certificated haulers are Sanitary Services Company (WUTC No. G-14); Nooksack Valley Disposal, Inc. (WUTC No. G-166); Blaine-Bay Refuse, Inc. (WUTC No. G-145); and Point Distributors, Inc. (WUTC No. G-155). For purposes of this chapter, North Cascade Disposal is not a certificated hauler.

C. "Executive committee" means the group of seven mayors and the county executive as established and governed by interlocal agreements between the county and cities in July 1989.

D. "Multifamily dwelling" means a residential dwelling containing five or more units on one lot or parcel.

E. "Nonresidential account" means a building or facility that is not occupied as a permanent residence including, but not limited to, commercial and industrial businesses, schools, hospitals, government buildings, recreation facilities, and transportation facilities.

F. "Recyclables" and "Recyclable materials" means those solid wastes that are separated for recycling or reuse as identified in this chapter.

G. "Single-family residence" means a residential dwelling containing four or fewer dwelling units on one lot or parcel. Where two, three, or four units are on one lot or parcel, each unit shall be considered as an individual single-family residence.

H. "Solid waste" shall have the meaning given to it by RCW 70.95.030.

8.10.040 Single-family residential garbage collection.

A. Certificated haulers shall perform collection and hauling of garbage from single-family residences that request collection service in unincorporated portions of Whatcom County. Service to single-family residences shall be provided on a schedule of either weekly, every-other-week or monthly collection.

B. Garbage containers provided by and for single-family residences shall be 30 to 32 gallons and 15 to 20 gallons. Haulers may also offer 60 or 90-gallon containers. A specific size within the 15 to 20-gallon "mini-can" range shall be approved by the hauler and shall be consistent within the certificated area. Ninety-gallon can service shall be available only on a weekly or every-other-week basis. The design of all containers shall be subject to approval by the hauler.

C. Collection rate structures shall be designed to encourage waste reduction and recycling and to comply with the plan. The rate per gallon excluding the recycling charge and the billing charge for large containers shall be no less than for smaller containers. The per gallon rate for multiple containers shall be no less than for a single container.

D. Certificated haulers shall bill each customer at least once every three months. The rate printed on the bill shall be a separated figure representing the garbage collection rate and the recycling collection rate.

8.10.050 Residential recycling collection.

A. Certificated haulers shall collect source separated recyclables from all residences in unincorporated portions of Whatcom County that receive garbage collection, except as provided in subsection K of this section. All single-family residences shall be provided with recycling collection at least every other week and on the same day of the week as garbage collection. Service to multifamily residences shall be provided at least every other week. The hauler shall provide residents, who have completed the garbage exemption process, the opportunity to subscribe to recycling-only collection service, without subscribing to garbage collection. Recycling-only customers will be charged the full cost of recycling collection service, plus an appropriate administrative/billing fee.

B. The hauler shall provide recycling containers to each residence at the customer's request. Container design and use shall be subject to the prior approval of the county. The cost to the hauler of the initial container set for each dwelling unit, of damaged containers, and of containers for new customers as necessary, shall be a cost incorporated into the collection rate. The cost of lost or stolen containers shall be borne by the customer. The hauler shall deliver all containers to the dwelling unit unless otherwise directed by the county.

C. 1. Haulers shall collect, and recycling containers shall be designed to hold, the following materials:

- a. Newspaper;
- b. Mixed waste paper;
- c. Aluminum containers;
- d. Tin-plated steel containers;
- e. Glass containers;
- f. All plastic bottles; all remaining plastic containers are eligible as approved by the County and the hauler.

2. The following materials shall also be collected when placed adjacent to set-out containers:

- a. Corrugated cardboard;
- b. Scrap metal no longer than 24 inches in any dimension or heavier than 35 pounds per piece;
- c. Lead-acid and household batteries that show no signs of leakage;
- d. Used motor oil in sealed containers;
- e. Other source separated materials designated by the county and the hauler and approved by the county council.

D. Materials shall be collected on the improved public road nearest to the residence (or mutually agreed upon location) when properly set out on the designated collection day. The hauler is required to collect materials at any particular hour. The collector is not required to enter private property to collect material while an animal considered or feared to be vicious is loose. The resident shall confine such an animal on collection day.

E. In case of missed collection, the hauler shall investigate and, if the missed collection is verified, shall arrange for the collection of the uncollected recyclable material within one business day after the complaint is received, unless otherwise agreed by the hauler and customer. All haulers shall add staff as needed to answer questions and respond to complaints from 8:00 a.m. to 5:00 p.m. on collection days.

F. Each hauler shall charge the same recycling collection rates to each residential dwelling unit that receives garbage collection service from that hauler. Revenues from such rates shall be designed to cover all projected collection, marketing, promotional, and administrative costs reasonably and necessarily incurred to provide residential recycling collection. However, only costs directly associated with recycling collection may be allocated to recycling rates. Revenues/costs associated with the sale of recyclable materials are included in the WUTC rate structure.

G. Haulers and recycling companies shall take reasonable actions in marketing recyclable materials to implement the county's policies regarding local processing and priorities of use. All materials collected shall be processed and marketed such that no recyclable material is landfilled, incinerated, or disposed of in

any way other than recycling. Haulers shall adopt collection procedures and technologies to minimize the cross-contamination or nonrecyclability of collected materials.

H. The county in consultation with certificated haulers and purchasers of recyclable materials, shall establish promotional strategies by which the haulers shall inform the public about recycling collection service. The costs to certificated haulers of implementing such strategies shall be covered by their rates for residential recycling service. The County may adopt, and pay for, additional promotional strategies if they wish. Any hauler that wishes to adopt additional promotional strategies shall obtain the prior approval from the county. Requirements imposed by the WUTC are not promotional strategies for purposes of this section.

I. It is unlawful for any person, other than the collectors as authorized by this chapter, to collect, remove, haul, or dispose of recyclable materials set out for collection pursuant to this section without first obtaining the consent of the occupant or owner of the premises. Any violation of this subsection shall constitute a misdemeanor and, upon conviction, violators shall be punished by a fine of not less than \$500.00. Each day of such violation and violation at each dwelling unit, shall be deemed a separate and independent offense.

J. The business name and telephone number of the collector shall be clearly visible on each side of each vehicle used to provide residential recycling service. The collector shall contain, tie, or enclose all collected materials to prevent leaking, spilling, or littering.

K. The election made by this chapter pursuant to RCW 36.58.040, notifying the WUTC to carry out the plan rather than awarding a contract, shall continue to December 31, 1997, except as provided in this subsection. If the county executive determines that a certificated hauler has materially failed to comply with the requirements or policies of this chapter, the county executive shall provide the hauler with a written notice specifying the noncompliance and affording the hauler 60 days to cure the noncompliance; provided, however, that the hauler shall not be required to cure any noncompliance that is caused by an event or condition, including a threat to the public health or safety, that is beyond the hauler's control. At the discretion of the county executive, the period for cure may be extended. If the hauler fails to cure, the county may contract for the provision of residential recycling service pursuant to RCW 36.58.040 in the area served by the hauler.

L. Should the County or the hauler determine that there is no reasonable market for a material and/or the cost of recycling that material is unreasonable, they can petition the Executive to eliminate the requirement for that material to be collected as a recyclable. The Executive has full discretion whether to accept or deny the request. The Executive must state the period of time the exemption will be allowed.

8.10.060 Nonresidential and multifamily garbage collection.

A. Certificated haulers shall perform collection and hauling of garbage from nonresidential and multifamily accounts in Whatcom County.

B. Container sizes for nonresidential and multifamily accounts shall be approved by the hauler.

C. Rate structures for nonresidential and multifamily garbage collection shall be designed to encourage waste reduction and recycling and to comply with the plan. On a per-gallon, per-yard or per-ton basis, rates for larger containers shall be no less than rates for smaller containers, and rates for multiple containers shall be no less than rates for a single container excluding the recycling charge and the billing charge.

D. Certificated haulers shall bill each customer at least once every three months.

8.10.070 Submittal of documents and notices.

A. Whenever a certificated hauler files a proposed tariff revision with the WUTC, the hauler shall simultaneously provide the county with copies of the proposed tariff and all nonproprietary supporting materials submitted to the WUTC at any time prior to approval of the tariff. Such materials include but are not limited to any correspondence or other information concerning rate calculation parameters and details, tariff sheet application and adjustments, and annual reports.

B. 1. All certificated haulers, recycling collectors and processors, transfer facilities, and disposal facilities shall provide the county with the following quarterly information on April 20, July 20, October 20, and January 20 for each of the previous three months and, where appropriate and practical, separately listed for each city and unincorporated area of the county:

a. Daily disposal tonnages to and from: municipal disposal facilities for each primary disposal or processing method, transfer stations, and convenience centers;

b. Monthly disposal tonnages from industrial and other private landfills;

c. Monthly recycling tonnages per material from all recycling collectors and processors;

d. Solid waste collection, disposal, and recycling collection and processing service contracts and amendments within incorporated and unincorporated areas of the county; and

e. A log of all customer complaints about recycling, specifying the date, nature of complaint and resolution for each complaint.

2. In addition, all certificated haulers shall provide the County with the following information regarding residential recycling and, where appropriate and practical, separately listed for single family and multi-family residences broken out by city/county:

a. Monthly tonnages and, if available, volumes of materials collected by type of material collected, and revenues/costs by type of material;

b. Number of eligible customers and number of sets per month.

8.10.080 Notice to Utilities and Transportation Commission.

The Whatcom County Council, pursuant to RCW 81.77.030(5) and 81.77.040, hereby notifies and requests the Washington Utilities and Transportation Commission to carry out and implement the policies and programs specified in this chapter and in the plan in coordination with certificated haulers and common carriers through the Commission's rate setting and oversight authority.

8.10.090 Modification of collection schedules.

The provisions of this chapter concerning (1) the frequency of collection of recyclable materials and garbage; (2) service levels in rural areas in the event that mandatory collection is not adopted; and (3) rate structures in the event that the WUTC issues an inconsistent order may be modified by agreement of the county executive and all certificated haulers, subject to approval by the county council.

8.10.100 Severability.

If any portion or section of the chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the section to other persons or circumstances is not affected.

1 SPONSORED BY: Consent
2 PROPOSED BY: Public Works
3 INTRODUCTION DATE: 9/17/97
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6
7

8 ORDINANCE NO. 97-041

9
10 IN THE MATTER OF AMENDING WCC 8.13,
11 SOLID WASTE DISPOSAL DISTRICT,
12 ALLOWING FOR COLLECTION OF AN
13 EXCISE TAX ON SOLID WASTE DISPOSAL SERVICES,
14 AND AMENDING WCC 8.15, SOLID WASTE DISPOSAL SITES,
15 REMOVING PROVISIONS TO COLLECT SURCHARGE FEES
16

17 WHEREAS, due to the result of the solid waste arbitration, surcharge fees previously
18 collected to finance various solid waste programs are no longer a viable source of funding;
19 and,
20

21 WHEREAS, in order to continue these programs and to adequately finance ongoing
22 County landfill liabilities, consideration must be given to implementation of an alternate
23 funding source; and,
24
25

26 WHEREAS, on July 1, 1997, a public hearing was held to consider amendments to
27 Whatcom County Code 8.13, Solid Waste Disposal District, to allow collection of an excise
28 tax on solid waste disposal services, and to consider amendments to Whatcom County Code
29 8.15, Solid Waste Disposal Sites, to eliminate the provisions to collect surcharge fees at
30 disposal sites.

31 NOW, THEREFORE, BE IT ORDAINED that Whatcom County Code 8.13, Solid
32 Waste Disposal District, be hereby amended as shown in Exhibit "A" attached hereto.
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34

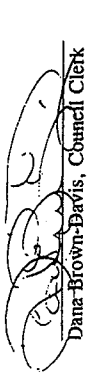
35 BE IT FURTHER ORDAINED that Whatcom County Code 8.15, Solid Waste
36 Disposal Sites, be hereby amended as shown in Exhibit "B" attached hereto.
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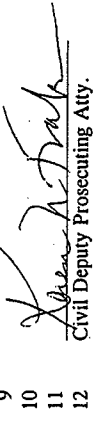
38 BE IT FURTHER ORDAINED that per Whatcom County Code 8.13.030, the
39 Whatcom County Council hereby sets the current excise tax rate at \$6.50 per ton on solid
40 waste collection and hauling services provided by certificated or franchised haulers.
41

42 ADOPTED this 29 day of July, 1997.
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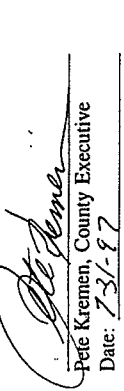
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

1 ATTEST:
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Dana Brown-Davis, Council Clerk

8 APPROVED AS TO FORM:
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Dana A. Fink
Civil Deputy Prosecuting Atty.


Ward Nelson, Council Chair

() Approved () Denied

Pete Kremen, County Executive
Date: 7/31-97

Chapter 8.13

SOLID WASTE DISPOSAL DISTRICT

Sections:

8.13.010 District formed - Findings and determinations.

8.13.020 Definitions.

8.13.030 Excise privilege tax levied.

~~8.13.040~~ Surcharge rate.

8.13.040 Tax billing cycle collection.

8.13.050 Administration by County Treasurer.

~~8.13.060~~ Tax enforcement - List of customers.

8.13.060 Failure to make timely payment.

8.13.065 Records required.

8.13.070 Application of tax - Appeal.

8.13.080 Tax exemptions and special conditions.

8.13.090 Penalties for nonpayment of tax.

8.13.100 Management of operations.

8.13.110 Use of revenues.

8.13.120 Effective date.

8.13.130 Severability.

8.13.140 Annual review of tax requirements.

8.13.010 District formed - Findings and determinations.

The Whatcom County solid waste disposal district ("District") is hereby formed to provide a sound financial basis for support of the objectives of the county's updated comprehensive solid waste management plan, including a high level of waste reduction and recycling; to construct transfer stations; to acquire, develop, maintain, operate, and closed solid waste landfills in Whatcom

County, to provide such other solid waste disposal systems and services as are in the public interest; and to secure a healthful environment for all citizens of Whatcom County. The district shall include all unincorporated and incorporated areas of Whatcom County. Incorporated areas are included within the district pursuant to interlocal agreements executed with Whatcom County, copies of which are attached to the ordinance codified in this chapter and incorporated herein as Appendix A. The county council in forming the district determines and finds:

A. State and federal law and regulation have placed increased responsibility on local governments to manage solid waste disposal systems in a manner that protects public health and safety;

B. Properly designed, operated, and maintained landfills and other solid waste disposal facilities are essential public utilities serving broad public interests, by protecting public health and safety;

C. New Federal and state standards for solid waste disposal, including requirements for recycling and waste reduction, have greatly increased the cost of solid waste disposal systems;

D. The transfer and other handling of solid wastes generated by residents of the district, whether generated at their homes or elsewhere in the district, imposes cost burdens on the district;

E. All residences and businesses within the district are beneficiaries of county landfills and other systems and facilities and receive substantial and essential public service by having the operational availability on a continuing basis healthful, safe and reliable solid waste disposal facilities and systems;

F. In order to safely maintain closed older landfills, the county must expend substantial sums of money including the cost of ongoing monitoring, to protect the public health and welfare and to meet regulatory standards;

G. The cost of acquiring, developing, operating, maintaining and closing facilities and providing for long-term compliance with regulatory standards cannot be financed solely on a "fee for service" basis;

H. Fees for use of the county landfills or other county solid waste facilities and systems should be set at levels sufficient to encourage waste reduction and recycling, but not so high as to

1 encourage littering or "midnight dumping";

2 I. Pursuant to Chapter 8.11, the county has concurrently created a solid waste collection
3 district pursuant to RCW Chapter 36.58A for the purpose of imposing mandatory collection in
4 unincorporated areas which will match ordinances in incorporated areas, which enforce mandatory
5 collection;

6 J. A stable funding program made up of both service fees and a ~~consolidated district~~
7 ~~excise~~ tax is required to provide a broad and sound financial basis to provide safe disposal facilities
8 and systems, to meet the objectives of the plan, and to support the management of solid waste
9 programs in compliance with applicable state and federal laws;

10 K. Waste reduction and recycling measures contemplated by the plan promote the health,
11 safety and welfare of county residents, by reducing the degradation created by incineration and
12 landfill facilities used to dispose of solid wastes;

13 L. Recycling and waste reduction do not generate sufficient revenues to become self
14 supporting;

15 M. Imposition of the solid waste excise tax (the "tax") provided for by this chapter will
16 promote the county's ability to meet all the plan's solid waste management objectives;

17 N. ~~Those who pay the tax should pay lower rates for use of county solid waste facilities~~
18 ~~than those who do not pay the tax.~~
19 (Ord. 90-1 § 1).

20
21 8.13.020 Definitions.

22 As used in this chapter, the following terms shall be defined as follows:

23 A. "Business or institution" shall include all properties in Whatcom County other than
24 residential dwellings which are served by a certificated or franchised hauler of solid wastes.

25 The tax shall apply whether the business or institution is for profit or nonprofit, public or private.

26 B. A "certificated hauler" is a garbage and refuse collection company that has obtained a
27 certificate of convenience and necessity from the WUTC pursuant to RCW Chapter 81.77 for a
28 franchise area that includes unincorporated areas of the county.

1 C. The "executive committee" means the executive committee formed pursuant to the
2 interlocal agreements incorporated in Appendix A of the ordinance codified in this chapter.

3 D. A "franchised hauler" is a garbage and refuse collection company that has been granted
4 a franchise to provide service within one or more of the cities that have entered interlocal
5 agreements with the county, as shown in Appendix A of the ordinance codified in this chapter.

6 E. A "nonparticipant" is a residential, business or institutional customer that has not paid
7 taxes levied under this chapter because: (1) the county, resident, business or institution is not served
8 by any certificated or franchised hauler providing mandatory collection services; (2) is another
9 person or a nonresident who, without paying the tax, brings solid waste generated outside the
10 county into the county for disposal within the county; or (3) is a resident, business or institution
11 who does not pay the tax for any reason.

12 F. A "participant" is (a) a residential, business or institutional customer of a certificated or
13 franchised hauler within the county, who has paid all taxes due under this chapter; or (b) a
14 certificated or franchised hauler or other person who pays the equivalent of the tax for the privilege
15 of disposing of waste in the county.

16 G. The "plan" is the county's comprehensive solid waste management plan, as it has been
17 updated ~~approved by the Department of Ecology in 1990 and as may be amended thereafter;~~

18 H. A "residential dwelling" shall include each single-family house, apartment, houseboat,
19 or other dwelling unit which is separately billed for waste collection service by a franchised or
20 certificated hauler. Forest areas, farms or ranches that elect to use collection service shall be
21 considered as residential dwellings for purposes of this chapter. Residents of apartments, hotels,
22 dormitories, boarding houses, maritime vessels, or other housing units shall not be separately taxed
23 if the landlord or some other party arranges for solid waste collection and pays for solid waste
24 collection and the tax on behalf of tenants or residents.

25 I. A "solid waste disposal facility" is a landfill, transfer station, incinerator, convenience
26 center, or ~~other solid waste disposal facility which is available for use by persons other~~
27 ~~than the owners of the facility.~~

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1- J. The "WUTC" is the Washington Utilities and Transportation Commission or any agency which succeeds to its powers. (Ord. 90-1 § 2).

8.13.030 Excise privilege tax levied.
An excise privilege tax shall be levied upon the charges paid for solid waste collection by each residential dwelling and by each business or institution in the district. This excise privilege tax shall equal a percentage of the collection charges levied on a per ton basis and be billed by certificated or franchised haulers of solid waste, all as authorized by RCW 36.58.140.

This tax shall be equal throughout the district, and shall not exceed 10 percent \$8650 per ton without the approval of all cities and towns in the district. The county council shall set the level of the tax from time to time by ordinance. If the county elects to impose the surcharge as provided in Section 15, Chapter 431, Laws of 1989, it shall coordinate such surcharge with the solid waste excise privilege tax so that the combined charge on all residents, businesses and institutions in the county shall be an equal percentage of the charges billed by the hauler. (Ord. 90-1 § 3).

8-13-040-Surcharge rate.
Any person not paying the tax shall pay a surcharge rate equal to 125 percent of the usual rate charged for use of county disposal facilities. The county shall, in cooperation with haulers, develop an administrative system identifying those residents having mandatory collection service and thereby entitled to the lesser rate for use of county disposal facilities. (Ord. 90-1 § 4).

8.13.040 Tax billing cycle collection.
To simplify collection of the tax, each certificated or franchised hauler shall include the tax in its regular billing cycle for all customers within the district, and remit the proceeds owing to the County Treasurer by the tenth working day following the end of each month due date as established by the treasurer. The excise tax provided for pursuant to this chapter shall, for administrative purposes, be billed and collected as nearly as possible in a manner compatible with

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the state solid waste tax, RCW Chapter 82.18, and the surcharge, Section 15, Chapter 431, Laws of 1989. (Ord. 90-1 § 5).

~~8-13-050 Administration by county treasurer.
The administration and collection of the tax imposed by this Ordinance, as collected by the certificated or franchised haulers, shall be the responsibility of the County Treasurer pursuant to the terms of this Ordinance and all rules, regulations and other requirements may be adopted by the County Council on behalf of the County.~~

8-13-060 Tax enforcement-List of customers.
To assist in the enforcement of the taxes levied pursuant to this chapter, each certificated or franchised hauler disposing of solid waste at Whatcom County disposal facilities in providing the county treasurer with a listing of its customers and information identifying customers delinquent in payment of the tax. Such listings shall be used by the county treasurer for purposes of bringing collection action against parties failing to pay the taxes required herein.
The county treasurer may request the assistance of the county prosecuting attorney to enforce collection of past due taxes and is authorized to seek the assistance of the State Department of Revenue in coordinating the collection of these taxes with the state tax required by RCW Chapter 82.18. (Ord. 90-1 § 6).

8.13.060 Failure to make timely payment.
If full payment of any tax or fee owing under this Ordinance is not received by the Whatcom County Treasurer on or before the date due, there shall be added to the collected amount due a penalty fee as follows:
a) 1-10 days late: five percent (5%) of tax collected;
b) 11-20 days late: ten percent (10%) of tax collected;
c) 21-30 days late: fifteen percent (15%) of tax collected;
d) 31-60 days late: twenty percent (20%) of tax collected.

1 Real estate taxes shall be paid in full by the owner of the property on or before the day following the day the tax is due. Any failure to pay the tax shall constitute a violation of this ordinance and may be collected in accordance with the provisions of this ordinance.

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8.13.09 Records Retention

Each certified hauler shall keep and maintain the records required by this ordinance for a period of not less than three (3) years.

Where a Certified or Franchised Hauler does not keep such books, records, or other items so that the County Treasurer or an authorized designee may examine them conveniently, the Certified or Franchised Hauler shall produce all of the required books, records or items for such inspection within ten (10) working days following a written request by the Treasurer.

8.13.070 Application of tax - Appeal.

Any party aggrieved in the application of the excise tax provided for herein may appeal the same to the Whatcom County board of equalization. The decision of such board shall be binding on the county. (Ord. 90-1 § 7).

8.13.080 Tax exemptions and special conditions.

Solid waste generated within the district but disposed of outside of Whatcom County pursuant to authorization by the county in compliance with the plan shall be subject to the tax, unless specifically waived by ordinance. Solid waste from the Diablo area disposed of in Skagit County shall not be subject to the tax.

Any hauler that wishes to exclude any portion of his gross charges for solid waste collection from the tax shall bear the obligation to segregate and justify that a portion of the waste should not be subject to the tax, and shall be subject to the appeal provisions of Section 8-13-070; (Ord. 90-1 § 8).

8.13.090 Penalties for nonpayment of tax.

If said excise tax is not paid when billed by the hauler, the county may seek payment of the tax and secure liens and execute against the property served for the unpaid tax, penalties and interest, all as provided in RCW 36.58.140. All taxes unpaid for 90 days shall be assessed a penalty of \$25.00 plus interest compounded at the rate of one percent per month for each month said tax remains unpaid. (Ord. 90-1 § 9).

8.13.100 Management of operations.

The operations of the district shall be managed by the Whatcom County department of public works. (Ord. 90-1 § 10).

EXHIBIT "B"

Excerpt from Whatcom County Code 8.15, Solid Waste Disposal Sites

- 1 8.13.110 Use of revenues.
- 2 All taxes or other fees collected pursuant to this chapter shall be deposited to the solid waste utility
- 3 account, or such other accounts as may be designated pursuant to county ordinance or regulation,
- 4 and shall be solely for purposes related to solid waste management and disposal, and, as to the
- 5 excise tax, for those purposes set forth in Section 3 of the interlocal agreements, e.g., construction,
- 6 operation, maintenance, and closure of any landfill that may be developed in the future; funding of
- 7 approved recycling programs when recommended by the executive committee; public educational
- 8 programs related to the management of solid waste; construction, maintenance, and operation of
- 9 transfer stations, and such other programs as the executive committee may recommend pursuant to
- 10 the plan; provided, however, the county council may authorize up to five percent of tax funds
- 11 collected to be used to support tax billing and collection activities by the county treasurer and
- 12 prosecutor. (Ord. 90-1 § 11).
- 13
- 14 8.13.120 Effective date.
- 15 This chapter shall take effect on May 1, 1990. The county council shall review the need for the
- 16 solid waste excise tax, the level of the tax, and the operation of the solid waste system as
- 17 frequently as may be needed. Such review shall be performed no less frequently than the review of
- 18 solid waste management plans as required under RCW Chapter 70.95 and as such law may be
- 19 amended from time to time. (Ord. 90-1 § 12).
- 20
- 21 8.13.130 Severability.
- 22 The invalidity or unenforceability of any provision of this chapter shall not affect the other
- 23 provisions hereof, and this chapter shall be construed in all respects as if such invalid or
- 24 unenforceable provision were omitted. (Ord. 90-1 § 13).
- 25
- 26 8.13.140 Annual review of tax requirements.
- 27 The executive committee shall annually review the tax requirements to fund the solid waste
- 28 disposal programs and advise the county council of their findings. (Ord. 90-1 § 14).

8.15.060 Establishment and operation of Disposal Sites - Agreements regarding operation of Disposal Sites and rates charged - Fee for County Solid Waste management activities.

A. Except for those Disposal Sites that are exempt under Section 8.15.070, it is unlawful for any Person to establish, alter, expand, improve, or hereafter operate or maintain a Disposal Site in the County for the Processing or disposal of County Solid Waste, or for any Person to accept for Processing or disposal such County Solid Waste, unless:

1. The Disposal Site and the means of Processing or disposal, comply with this Chapter, as amended from time to time, with the Plan and with any regulations promulgated by the Health Department;

2. The Disposal Site, and the means of Processing or disposal, have been designated pursuant to subsection E or F of Section 8.15.030;

3. The operator of the Disposal Site shall have obtained all permits required by applicable federal, state and local law and said operator shall comply with applicable requirements of all federal, state, and local law;

4. A private owner or operator of the Disposal Site shall have entered into an agreement with the County specifying the rates to be charged by such owner or operator for Processing or disposal of County Solid Waste at such Disposal Site. The rates shall include payment to the County of \$9.00 per ton of all Solid Waste Processed or disposed of at such sites; except in the case of those Disposal Sites authorized to receive Solid Waste for a disposal rate based on the volume of Waste received for which the fee shall be 10 percent of the gross fees charged by the operator of such sites for Processing or disposal of such Solid Waste. The agreements shall include such other terms as the Manager deems necessary to protect the public health, safety, welfare, and for other regulatory purposes.

B. The Manager is hereby authorized and directed to negotiate an agreement with the operator of each private Disposal Site designated pursuant to this Chapter, as amended from time to time, relating, among other things...

November 6, 1997

Exhibit "A"

SPONSORED BY: Consent

Chapter 8.10

PROPOSED BY: Public Works

SOLID WASTE AND RESIDENTIAL RECYCLING COLLECTION

INTRODUCTION DATE: 11/18/97

Sections:

- 8.10.010 Purpose.
- 8.10.020 Findings.
- 8.10.030 Definitions.
- 8.10.040 Single-family residential garbage collection.
- 8.10.050 Residential recycling collection.
- 8.10.060 Nonresidential and multifamily garbage collection.
- 8.10.070 Submittal of documents and notices.
- 8.10.080 Notice to Utilities and Transportation Commission.
- 8.10.090 Modification of collection schedules.
- 8.10.100 Severability.

8.10.010 Purpose.

A. Policies expressed in Whatcom County's 1990 Comprehensive Solid Waste Management Plan Update ("plan") make waste reduction and recycling the preferred methods of handling solid waste. The purpose of this chapter is to specify service levels and rate structures for recycling and solid waste collection that encourage recycling and waste reduction, that protect the public health and safety, and to ensure that, to the maximum extent practicable, only the remainder after separation should be incinerated or landfilled.

B. Certain service levels and rate structures for solid waste and recycling collection are hereby established in Whatcom County to further the objectives of the plan, including a high level of waste reduction and recycling; to ensure the provision of such solid waste collection and disposal systems and services as are in the public interest; and to secure a healthful environment for all citizens of Whatcom County.

8.10.020 Findings.

The county council, in establishing service levels and rate structure principles, determines and finds:

A. Waste reduction and recycling measures contemplated by the

ORDINANCE NO 97-087

AMENDING WHATCOM COUNTY CODE 8.10.
SOLID WASTE AND RESIDENTIAL RECYCLING COLLECTION

WHEREAS, the Whatcom County Council adopted Ordinance No. 90-95, the Service Level Ordinance, on October 9, 1990 and amended said ordinance on January 11, 1991; again on July 23, 1991, and again on September 19, 1995; and

WHEREAS, the Solid Waste Advisory Committee (SWAC) reviewed and recommends further amendments to the Service Level Ordinance; and

WHEREAS, the current ordinance expires on December 31, 1997;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Section 8.10 of the Whatcom County Code is hereby amended in accordance with Exhibit "A".

ADOPTED this 9 day of December, 1997

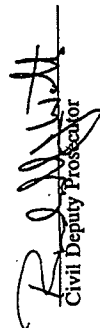
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:


Dana Brown-Davis, County Clerk


L. Ward Nelson, Council Chair

APPROVED AS TO FORM:


Pete Kremen, County Executive

(*) Approved () Denied

Date: 11-31-97

plan promote the health, safety, and welfare of residents by encouraging the reuse of products and reducing the use of incineration and landfill facilities.

B. State and federal laws and regulations have increased the responsibility of local governments to manage solid waste systems in a manner that protects public health and safety.

C. The state and the county have set waste reduction and recycling as the highest priorities in managing solid waste. In order to make programs for waste reduction, curbside recycling and other source separation feasible, rate structures must make it cost-effective for residents and businesses who generate small amounts of waste to participate in such programs, and all nonresidential accounts must be offered the option of subscribing to recycling service.

D. It is the policy of the county that collected recyclable materials be processed locally whenever practicable and that they be utilized according to the following priorities: (1) reuse intact materials in their original form for their original purposes; (2) recycle materials back into their original form for their original purpose; (3) recycle materials for other uses and preserve the future ease of recyclability; and (4) reuse materials for single end uses that do not allow or that inhibit further recycling.

E. Adoption of the ordinance codified in this chapter is necessary for the protection of natural resources and the environment, the immediate preservation of the public health and welfare and the support of governmental activities.

8.10.030 Definitions.

As used in this chapter:

A. "Carrier" means a common, contract or private carrier as defined by RCW 81.80.010.

B. "Certificated hauler" means a solid waste collection company as defined by RCW Chapter 81.77 and certificated to operate in Whatcom County. Certificated haulers are Sanitary Services Company (WUTC No. G-14); Nookack Valley Disposal, Inc. (WUTC No. G-166); Blaine-Bay Refuse, Inc. (WUTC No. G-145); ~~WASTEWATER SERVICES~~ ~~HEATHLEY AND REYNOLDS, INC.~~ (WUTC No. G-277) and Point Distributors, Inc. (WUTC No. G-155). ~~For purposes of this chapter North Cascade Disposal is not a certificated hauler.~~

C. "Executive committee" means the group of seven mayors and the county executive as established and governed by interlocal agreements between the county and cities in July 1989.

D. "Multifamily dwelling" means a residential dwelling containing five or more units on one lot or parcel.

E. "Nonresidential account" means a building or facility that is not occupied as a permanent residence including, but not limited to, commercial and industrial businesses, schools, hospitals, government buildings, recreation facilities, and transportation facilities.

F. "Recyclables" and "Recyclable materials" mean those solid wastes that are separated for recycling or reuse as identified in this chapter.

G. "Single-family residence" means a residential dwelling containing four or fewer dwelling units on one lot or parcel. Where two, three, or four units are on one lot or parcel, each unit shall be considered as an individual single-family residence.

H. "Solid waste" shall have the meaning given to it by RCW 70.95.030.

8.10.040 Single-family residential garbage collection.

A. Certificated haulers shall perform collection and hauling of garbage from single-family residences that request collection service in unincorporated portions of Whatcom County. Service to single-family residences shall be provided on a schedule of either weekly, every-other-week or monthly collection.

B. Garbage containers provided by and for single-family residences shall be 30 to 32 gallons and 15 to 20 gallons. Haulers may also offer 60 or 90-gallon containers. A specific size within the 15 to 20-gallon "mini-can" range shall be approved by the hauler and shall be consistent within the certificated area. Ninety-gallon can service shall be available only on a weekly or every-other-week basis. The design of all containers shall be subject to approval by the hauler.

C. Collection rate structures shall be designed to encourage waste reduction and recycling and to comply with the plan. The rate per gallon for large containers shall be no less than for smaller

containers. The per gallon rate for multiple containers shall be no less than for a single container.

D. Certificated haulers shall bill each customer at least once every three months. The rate printed on the bill shall be a separated figure representing the garbage collection rate, the ~~Whatcom County Excise Tax~~ and the recycling collection rate.

8.10.050 Residential recycling collection.

A. Certificated haulers shall collect source separated recyclables from all residences in unincorporated portions of Whatcom County that receive garbage collection, except as provided in subsection K of this section. All single-family residences shall be provided with recycling collection at least every other week and on the same day of the week as garbage collection. Service to multifamily residences shall be provided at least every other week. The hauler shall provide residents, who have completed the garbage exemption process, the opportunity to subscribe to recycling-only collection service, without subscribing to garbage collection. Recycling-only customers will be charged the full cost of recycling collection service, plus an appropriate administrative/billing fee.

B. The hauler shall provide recycling containers to each residence at the customer's request. Container design and use shall be subject to the prior approval of the county. The cost to the hauler of the initial container set for each dwelling unit, of damaged containers, and of containers for new customers as necessary, shall be a cost incorporated into the collection rate. The cost of lost or stolen containers shall be borne by the customer. The hauler shall deliver all containers to the dwelling unit unless otherwise directed by the county.

C. 1. Haulers shall collect, and recycling containers shall be designed to hold, the following materials:

- a. Newspaper;
- b. Mixed waste paper;
- c. Aluminum containers;
- d. Tin-plated steel containers;
- e. Glass containers;
- f. All plastic bottles; all remaining plastic containers are eligible as approved by the County and the hauler.

g. ~~Cardboard containers of the material as defined in the Whatcom County Excise Tax Act, Chapter 10, Section 10.050, as amended, 1997.~~

2. The following materials shall also be collected when placed adjacent to set-out containers:

- a. Corrugated cardboard;
- b. Scrap metal no longer than 24 inches in any dimension or heavier than 35 pounds per piece;
- c. Lead-acid and household-batteries that show no signs of leakage;
- d. Used motor oil in sealed containers;
- e. Other source separated materials designated by the county and the hauler and approved by the county council.

D. Materials shall be collected on the improved public road nearest to the residence (or mutually agreed upon location) when properly set out on the designated collection day. The hauler is not required to collect materials at any particular hour. The collector is not required to enter private property to collect material while an animal considered or feared to be vicious is loose. The resident shall confine such an animal on collection day.

E. In case of missed collection, the hauler shall investigate and, if the missed collection is verified, shall arrange for the collection of the uncollected recyclable material within one business day after the complaint is received, unless otherwise agreed by the hauler and customer. All haulers shall add staff as needed to answer questions and respond to complaints from 8:00 a.m. to 5:00 p.m. on collection days.

F. Each hauler shall charge the same recycling collection rates to each residential dwelling unit that receives garbage collection service from that hauler. Revenues from such rates shall be designed to cover all projected collection, marketing, promotional, and administrative costs reasonably and necessarily incurred to provide residential recycling collection. However, only costs directly associated with recycling service may be allocated to recycling rates. Revenues/costs associated with the sale of recyclable materials are included in the WUTC rate structure.

G. Haulers and recycling companies shall take reasonable actions in marketing recyclable materials to implement the county's policies regarding local processing and priorities of use. All materials collected shall be processed and marketed such that no recyclable material is landfilled, incinerated, or disposed of in any way other than recycling. Haulers shall adopt collection procedures and technologies to minimize the cross-contamination or nonrecyclability of collected materials.

H. The county, in consultation with certificated haulers and purchasers of recyclable materials, shall establish promotional strategies by which the haulers shall inform the public about recycling collection service. The costs to certificated haulers of implementing such strategies shall be covered by their rates for residential recycling service. The County may adopt, and pay for, additional promotional strategies if they wish. Any hauler that wishes to adopt additional promotional strategies shall obtain the prior approval from the county. Requirements imposed by the WUTC are not promotional strategies for purposes of this section.

I. It is unlawful for any person, other than the collectors as authorized by this chapter, to collect, remove, haul, or dispose of recyclable materials set out for collection pursuant to this section without first obtaining the consent of the occupant or owner of the premises. Any violation of this subsection shall constitute a misdemeanor and, upon conviction, violators shall be punished by a fine of not less than \$500.00. Each day of such violation and violation at each dwelling unit, shall be deemed a separate and independent offense.

J. The business name and telephone number of the collector shall be clearly visible on each side of each vehicle used to provide residential recycling service. The collector shall contain, tie, or enclose all collected materials to prevent leaking, spilling, or littering.

K. The election made by this chapter pursuant to RCW 36.58.040, notifying the WUTC to carry out the plan rather than awarding a contract, shall continue ~~to September 31, 2003~~, except as provided in this subsection. If the county executive determines that a certificated hauler has materially failed to comply with the requirements or policies of this chapter, the county executive shall provide the hauler with a written notice specifying the noncompliance and affording the hauler 60 days to cure the noncompliance; provided, however, that the hauler shall not be required to cure any noncompliance that is caused by an event or condition, including a threat to the public health or safety, that is beyond the hauler's control. At the discretion of the county executive, the period for cure may be extended. If the hauler fails to cure, the county may contract for the provision of residential recycling service pursuant to RCW 36.58.040 in the area served by the hauler.

L. Should the County or the hauler determine that there is no reasonable market for a material and/or the cost of recycling that material is unreasonable, they can petition the Executive to

eliminate the requirement for that material to be collected as a recyclable. The Executive has full discretion whether to accept or deny the request. The Executive must state the period of time the exemption will be allowed.

8.10.060 Nonresidential and multifamily garbage collection.

A. Certificated haulers shall perform collection and hauling of garbage from nonresidential and multifamily accounts in Whatcom County.

B. Container sizes for nonresidential and multifamily accounts shall be approved by the hauler.

C. Rate structures for nonresidential and multifamily garbage collection shall be designed to encourage waste reduction and recycling and to comply with the plan. On a per-gallon, per-yard or per-ton basis, rates for larger containers shall be no less than rates for smaller containers, and rates for multiple containers shall be no less than rates for a single container excluding the recycling charge and the billing charge.

D. Certificated haulers shall bill each customer at least once every three months.

8.10.070 Submittal of documents and notices.

A. Whenever a certificated hauler files a proposed tariff revision with the WUTC, the hauler shall simultaneously provide the county with copies of the proposed tariff and all nonproprietary supporting materials submitted to the WUTC at any time prior to approval of the tariff. Such materials include but are not limited to any correspondence or other information concerning rate calculation parameters and details, tariff sheet application and adjustments, and annual reports.

B. 1. All certificated haulers, recycling collectors and processors, transfer facilities, and disposal facilities shall provide the county with the following quarterly information on April 20, July 20, October 20, and January 20 for each of the previous three months and, where appropriate and practical, separately listed for each city and unincorporated area of the county:

a. Daily disposal tonnages to and from: municipal

disposal facilities for each primary disposal or processing method, transfer stations, and convenience centers;

b. Monthly disposal tonnages from industrial and other private landfills;

c. Monthly recycling tonnages per material from all recycling collectors and processors;

d. Solid waste collection, disposal, and recycling collection and processing service contracts and amendments within incorporated and unincorporated areas of the county; and

e. A log of all customer complaints about recycling, specifying the date, nature of complaint and resolution for each complaint.

2. In addition, all certificated haulers shall provide the County with the following information regarding residential recycling and, where appropriate and practical, separately listed for single family and multi-family residences broken out by city/county:

a. Monthly tonnages and, if available, volumes of materials collected by type of material collected, and revenues/costs by type of material;

b. Number of eligible customers and number of set outs per month.

8.10.080 Notice to Utilities and Transportation Commission.

The Whatcom County council, pursuant to RCW 81.77.030(5) and 81.77.040, hereby notifies and requests the Washington Utilities and Transportation Commission to carry out and implement the policies and programs specified in this chapter and in the plan in coordination with certificated haulers and common carriers through the Commission's rate setting and oversight authority.

8.10.090 Modification of collection schedules.

The provisions of this chapter concerning (1) the frequency of collection of recyclable materials and garbage; (2) service levels in rural areas in the event that mandatory collection is not adopted; and (3) rate structures in the event that the WUTC issues

an inconsistent order may be modified by agreement of the county executive and all certificated haulers, subject to approval by the county council.

8.10.100 Severability.

If any portion or section of the chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the section to other persons or circumstances is not affected.

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APPENDIX G

City of Bellingham Ordinance 10487 Banning Outdoor Burning

ORDINANCE NO. 10487

AN ORDINANCE PROHIBITING OUTDOOR BURNING IN THE CITY AND AMENDING SECTIONS 4.108 (O.2) AND 11.203 (C) AND (D) OF THE UNIFORM FIRE CODE AS ADOPTED BY CHAPTER 17.20 OF THE BELLINGHAM MUNICIPAL CODE AND SETTING AN EFFECTIVE DATE

WHEREAS, it is the public policy of the State of Washington to preserve, protect and enhance the air quality for current and future generations (RCW 70.94.011); and

WHEREAS, the Washington Clean Air Act (RCW Chapter 70.94) prohibits outdoor burning in any urban growth area as defined in the State Growth Management Act (RCW Chapter 36.70A) no later than December 31, 2000; and

WHEREAS, outdoor burning poses substantial risks to human health and property; and

WHEREAS, because of problems inherent in outdoor burning, many jurisdictions have already imposed burn bans; and

WHEREAS, alternative chipping and grinding services are available within the City; and

WHEREAS, resultant products from chipping and grinding can assist in providing stable supplies for mulch, compost, and fuel markets within the Whatcom County region; and

WHEREAS, an immediate, total burn ban may have a negative impact and result in accumulations of combustible debris that pose a fire hazard; and

WHEREAS, the City Council finds that banning most outdoor burning in the City will protect the public health, safety and welfare;

NOW, THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN:

Section 1. A new section, 17.20.085 is added to the Bellingham Municipal Code to read as follows:

17.20.085 Open Burning permits - UFC Section 4.108 (o.2) amended.

Section 4.108 (o.2) Open Burning, is hereby amended to read:

Section 4.108 (o.2) Open Burning. To conduct open burning. Where burning is conducted on public property or the property of someone other than the permit applicant, the permit applicant shall demonstrate that permission has been obtained by the appropriate government agency, the owner, or the owner's authorized agent. When limits for

atmospheric conditions or hours restrict burning, such limits shall be designated in the permit restrictions. See Article 11. No permit shall be issued for any fire where the material to be burned is piled, stacked or arranged larger than four feet in diameter, or is for any material other than leaves, clippings, prunings and other yard and garden refuse.

Section 2. A new section, 17.20.135, is added to the Bellingham Municipal Code to read as follows:

17.20.135 Open Burning Material Restrictions - UFC Section 11.203(c) amended.

Section 11.203(c) is hereby amended to read:

Section 11.203(c) Material Restrictions. Open burning of any material other than leaves, clippings, prunings and other yard and gardening refuse originating on lands immediately adjacent and in close proximity to a human dwelling and burned on such lands by the property owner or his or her designee is prohibited.

Section 3. A new section, 17.20.136, is added to the Bellingham Municipal Code to read as follows:

17.20.136 Open Burning Time and Atmospheric Restrictions - UFC Section 11.203(d) amended.

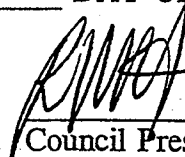
Section 11.203(d) is hereby amended to read:

Section 11.203(d) Time and Atmospheric Restrictions. (1) Open burning shall only be performed when time and atmospheric conditions comply with the limits set forth in the open burning permit and as established by the chief. (2) All open burning, except approved recreational fires, is prohibited during the periods January 1 through February 29, May 1 through September 30, and December 1 through December 31 of each year.

Section 4. Effective date:

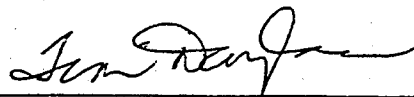
This ordinance shall be effective May 1, 1994.

PASSED BY COUNCIL THIS 13 DAY OF DECEMBER, 1993.



Council President

APPROVED BY ME THIS 27th DAY OF DECEMBER, 1993.



Mayor

APPENDIX H

**Whatcom County Ordinance 90-1 and Amendments
Disposal District**

INTRODUCED BY: Consent

DATE: December 7, 1989

PROPOSED BY: County Executive

ORDINANCE NO. 090-1

AN ORDINANCE CREATING A SOLID WASTE DISPOSAL DISTRICT WITHIN ALL UNINCORPORATED AREAS OF WHATCOM COUNTY, AND WITHIN ALL CITIES AND TOWNS IN WHATCOM COUNTY PURSUANT TO INTERLOCAL AGREEMENTS BETWEEN SUCH CITIES AND TOWNS AND WHATCOM COUNTY; ESTABLISHING THE PURPOSES AND OBJECTIVES OF THE DISTRICT; PROVIDING FOR DISTRICT MANAGEMENT; AUTHORIZING THE LEVY OF AN EXCISE PRIVILEGE TAX FOR DISTRICT PURPOSES, ALL AS PROVIDED IN SECTIONS RCW 36.58.100 - .150; AND PROVIDING THAT ANY COUNTY SURCHARGE ASSESSED PURSUANT TO SECTION 15, CHAPTER 431, LAWS OF 1989, SHALL BE COORDINATED WITH ANY EXCISE TAX LEVIED BY THE DISTRICT.

WHEREAS, Whatcom County has approved a 1990 updated Comprehensive Solid Waste Management Plan ("Plan");

WHEREAS, consistent with the objectives of Whatcom County's Plan and as a part of the Plan's implementation, the County Council has determined that a solid waste disposal district shall be formed as provided in 36.58 RCW;

WHEREAS, the purposes of forming said District shall be to provide and fund solid waste disposal services, with such funding to provide a stable and reliable source of income for implementing the Plan, including, but not limited to, waste reduction and recycling, construction of transfer stations, and development, maintenance, operation, and closure of County-owned landfills through the assessment of an excise privilege tax ("tax") as provided by RCW 36.58.140;

WHEREAS, citizens paying such tax shall be charged a lesser landfill disposal charge, and all others disposing at County-owned landfill sites shall pay a greater disposal charge; and

WHEREAS, the Council has on January 4, 1990, pursuant to notice as provided by law, conducted public hearings on the formation of said District.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council, as follows.

SECTION 1. The Whatcom County Solid Waste Disposal District ("District") is hereby formed to provide a sound financial basis for support of the objectives of the County's updated Comprehensive Solid Waste Management Plan, including a high level of waste reduction and recycling; to construct transfer stations; to acquire, develop, maintain, operate, and close solid waste

landfills in Whatcom County; to provide such other solid waste disposal systems and services as are in the public interest; and to secure a healthful environment for all citizens of Whatcom County. The District shall include all unincorporated and incorporated areas of Whatcom County. Incorporated areas are included within the District pursuant to interlocal agreements executed with Whatcom County, copies of which are attached to and incorporated herein as Appendix A.

The County Council in forming the District determines and finds:

- A. State and Federal law and regulation have placed increased responsibility on local governments to manage solid waste disposal systems in a manner that protects public health and safety;
- B. Properly designed, operated, and maintained landfills and other solid waste disposal facilities are essential public utilities serving broad public interests, by protecting public health and safety;
- C. New federal and state standards for solid waste disposal, including requirements for recycling and waste reduction, have greatly increased the cost of solid waste disposal systems;

D. The transfer and other handling of solid wastes generated by residents of the District, whether generated at their homes or elsewhere in the District, imposes cost burdens on the District;

E. All residences and businesses within the District are beneficiaries of County landfills and other systems and facilities and receive substantial and essential public service by having the operational availability on a continuing basis healthful, safe, and reliable solid waste disposal facilities and systems;

F. In order to safely close older landfills, the County must expend substantial sums of money including the cost of ongoing monitoring, to protect the public health and welfare and to meet regulatory standards;

G. The cost of acquiring, developing, operating, maintaining and closing facilities and providing for long-term compliance with regulatory standards cannot be financed solely on a "fee for service" basis;

H. Fees for use of the County landfills or other County solid waste facilities and systems should be set at levels sufficient to encourage waste reduction and recycling, but not so high as to encourage littering or "midnight dumping";

I. Pursuant to Ordinance 90-96, the County has

concurrently created a solid waste collection district pursuant to Chapter 36.58A RCW for the purpose of imposing mandatory collection in unincorporated areas which will match ordinances in incorporated areas, which enforce mandatory collection;

J. A stable funding program made up of both service fees and a tax is required to provide a broad and sound financial basis to provide safe disposal facilities and systems, to meet the objectives of the Plan, and to support the management of solid waste programs in compliance with applicable State and Federal laws;

K. Waste reduction and recycling measures contemplated by the Plan promote the health, safety and welfare of County residents, by reducing the degradation created by incineration and landfill facilities used to dispose of solid wastes;

L. Recycling and waste reduction do not generate sufficient revenues to become self supporting;

M. Imposition of the solid waste excise tax (the "Tax") provided for by this Ordinance will promote the County's ability to meet all the Plan's solid waste management objectives;

N. Those who pay the Tax should pay lower rates for use of County solid waste facilities than those who do not pay the Tax.

SECTION 2. As used in this Ordinance, the following terms shall be defined as follows:

A. "Business or institution" shall include all properties in Whatcom County other than residential dwellings which are served by a certificated or franchised hauler of solid wastes. The Tax shall apply whether the business or institution is for profit or non-profit, public or private.

B. A "certificated hauler" is a garbage and refuse collection company that has obtained a certificate of convenience and necessity from the WUTC pursuant to Chapter 81.77 RCW for a franchise area that includes unincorporated areas of the County.

C. The "Executive Committee" means the executive committee formed pursuant to the interlocal agreements incorporated in Appendix A hereto.

D. A "franchised hauler" is a garbage and refuse collection company that has been granted a franchise to provide service within one or more of the cities that have entered interlocal agreements with the County, as shown in Appendix A of this Ordinance.

E. A "nonparticipant" is a residential, business or institutional customer that has not paid taxes levied under this

ordinance because: (a) the County resident, business or institution is not served by any certificated or franchised hauler providing mandatory collection service; (b) is another person or a non-resident who, without paying the Tax, brings solid waste generated outside the County into the County for disposal within the County; or (c) is a resident, business or institution who does not pay the Tax for any reason.

F. A "participant" is (a) a residential, business or institutional customer of a certificated or franchised hauler within the County, who has paid all taxes due under this ordinance; or (b) a certificated or franchised hauler or other person who pays the equivalent of the Tax for the privilege of disposing of waste in the County.

G. The "Plan" is the County's Comprehensive Solid Waste Management Plan, as it has been updated in 1990 and may be amended thereafter;

H. A "residential dwelling" shall include each single family house, apartment, houseboat, or other dwelling unit which is separately billed for waste collection service by a franchised or certificated hauler. Forest areas, farms or ranches that elect to use collection service shall be considered as residential dwellings for purposes of this Ordinance. Residents of apartments, hotels, dormitories, boarding houses, maritime vessels, or other housing

units shall not be separately taxed if the landlord or some other party arranges for solid waste collection and pays for solid waste collection and the Tax on behalf of tenants or residents.

I. The "WUTC" is the Washington Utilities and Transportation Commission or any agency which succeeds to its powers.

SECTION 3. An excise privilege tax shall be levied upon the charges paid for solid waste collection by each residential dwelling and by each business or institution in the District. This excise privilege tax shall equal a percentage of the collection charges billed by certificated or franchised haulers of solid waste, all as authorized by RCW 36.58.140. This tax shall be equal throughout the District, and shall not exceed 10% without the approval of all cities and towns in the District. The County Council shall set the level of the tax from time to time by ordinance. If the County elects to impose the surcharge as provided in Section 15, Chapter 431, Laws of 1989, it shall coordinate such surcharge with the solid waste excise privilege tax so that the combined charge on all residents, businesses and institutions in the County shall be an equal percentage of the charges billed by the handler.

SECTION 4. Any person not paying the Tax shall pay a surcharge rate equal to 125% of the usual rate charged for use of County disposal facilities. The County shall, in cooperation with

haulers, develop an administrative system identifying those residents having mandatory collection service and thereby entitled to the lesser rate for use of County disposal facilities.

SECTION 5. To simplify collection of the Tax, each certified or franchised hauler shall include the Tax in its regular billing cycle for all customers within the District and remit the proceeds collected to the County Treasurer by the tenth working day following the end of each month. The excise tax provided for pursuant to this Ordinance shall, for administrative purposes, be billed and collected as nearly as possible in a manner compatible with the State solid waste tax, RCW 82.18, and the surcharge, Section 15, Chapter 431, Laws of 1989.

SECTION 6. To assist in the enforcement of the taxes levied pursuant to this Ordinance, each certificated or franchised hauler disposing of solid waste at Whatcom County disposal facilities in providing the County Treasurer with a listing of its customers and information identifying customers delinquent in payment of the Tax. Such listings shall be used by the County Treasurer for purposes of bringing collection action against parties failing to pay the taxes required herein.

The County Treasurer may request the assistance of the County Prosecuting Attorney to enforce collection of past due taxes and is authorized to seek the assistance of the State Department of

Revenue in coordinating the collection of these taxes with the State tax required by RCW 82.18.

SECTION 7. Any party aggrieved in the application of the excise tax provided for herein may appeal the same to the Whatcom County Board of Equalization. The decision of such Board shall be binding on the County.

SECTION 8. Solid waste generated within the District but disposed of outside of Whatcom County pursuant to authorization by the County in compliance with the Plan shall be subject to the Tax, unless specifically waived by ordinance. Solid waste from the Diablo area disposed of in Skagit County shall not be subject to the Tax. Any hauler that wishes to exclude any portion of his gross charges for solid waste collection from the Tax shall bear the obligation to segregate and justify that a portion of the waste should not be subject to the Tax, and shall be subject to the appeal provisions of Section 7.

SECTION 9. If said excise tax is not paid when billed by the hauler, the County may seek payment of the tax and secure liens and execute against the property served for the unpaid tax, penalties and interest, all as provided in RCW 36.58.140. All taxes unpaid for ninety (90) days shall be assessed a penalty of \$25.00 plus interest compounded at the rate of 1% per month for each month said tax remains unpaid.

management plans as required under 70.95 RCW and as such law may be amended from time to time.

SECTION 11. The invalidity or unenforceability of any provision of this Ordinance shall not affect the other provisions hereof, and this Ordinance shall be construed in all respects as if such invalid or unenforceable provision were omitted.

SECTION 14. The Executive Committee shall annually review the tax requirements to fund the solid waste disposal programs and advise the County Council of their findings.

APPROVED this 4th day of January, 1990.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
Ronald S. Vansey
Donald S. Vansey
Chairman

ATTEST: () APPROVED () VETOED

Ramona Reeves
Ramona Reeves
Clerk of the Council

Shirley Van Zant
Shirley Van Zant
County Executive

Date: 1-5-90

SECTION 10. The operations of the District shall be managed by the Whatcom County Department of Public Works.

SECTION 11. All taxes or other fees collected pursuant to this Ordinance shall be deposited to the solid waste utility account, or such other accounts as may be designated pursuant to County Ordinance or regulation, and shall be solely for purposes related to solid waste management and disposal, and, as to the excise tax, for those purposes set forth in Section 3 of the interlocal agreements, e.g., construction, operation, maintenance, and closure of any landfill that may be developed in the future; funding of approved recycling programs when recommended by the Executive Committee; public educational programs related to the management of solid waste; construction, maintenance, and operation of transfer stations; and such other programs as the Executive Committee may recommend pursuant to the Plan; provided, however, the County Council may authorize up to 5% of tax funds collected to be used to support tax billing and collection activities by the County Treasurer and Prosecutor.

SECTION 12. This Ordinance shall take effect on May 1, 1990. The County Council shall review the need for the solid waste excise tax, the level of the Tax, and the operation of the solid waste system as frequently as may be needed. Such review shall be performed no less frequently than the review of solid waste.

SUBSTITUTE - REC'D 3/13/90 MEETING

INTRODUCED BY: Consent
DATE: 1/18/90
PROPOSED BY: Executive

ORDINANCE NO. 90-9

AN ORDINANCE PROVIDING FOR THE LEVY AND COLLECTION OF AN EXCISE PRIVILEGE TAX FOR DISTRICT PURPOSES, AS PROVIDED IN RCW 36.58.140 AND WHATCOM COUNTY ORDINANCE NO. 90-1; PROVIDING FOR ANNUAL REVIEW AND REPORTING; AND PROVIDING FOR OTHER MATTERS APPROPRIATELY RELATING THERETO.

WHEREAS, Whatcom County has approved a 1990 updated Comprehensive Solid Waste Management Plan ("Plan") by Resolution No. AB 90-6 of January 4, 1990;

WHEREAS, consistent with the objectives of Whatcom County's Plan and as a part of the Plan's implementation, the County Council has formed the Whatcom County Solid Waste Disposal District (the "District") as provided in 36.58 RCW by Ordinance No. 90-1 of January 4, 1990;

WHEREAS, the purposes of forming said District were to provide and fund solid waste disposal services, with such funding to provide a stable and reliable source of income for implementing the Plan, including, but not limited to, waste

reduction and recycling, construction of transfer stations, and development, maintenance, operation, and closure of County-owned landfills through the assessment of an excise privilege tax ("Tax") as provided by RCW 36.58.140;

WHEREAS, RCW 36.58.100 provides that the County legislative authority shall be the governing body of a solid waste disposal district; and

WHEREAS, the Council has on February 15, 1990, pursuant to notice as provided by law, conducted public hearings on the rate of said tax;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council, ex officio and convened as the governing body of the Whatcom County Solid Waste Disposal District, as follows.

SECTION 1. As used in this Ordinance, the following terms shall be defined as follows:

A. "Business or institution" shall include all properties in Whatcom County other than residential dwellings which are served by a certificated or franchised hauler of solid wastes. The Tax shall apply whether the business or institution is for profit or non-profit, public or private.

B. A "certificated hauler" is a garbage and refuse collection company that has obtained a certificate of convenience and necessity from the WUTC pursuant to Chapter 81.77 RCW for a franchise area that includes unincorporated areas of the County.

C. "District" shall mean the Whatcom County Solid Waste Disposal District.

D. The "Executive Committee" means the executive committee formed pursuant to the interlocal agreements, an example of which is incorporated in Appendix A hereto.

E. A "franchised hauler" is a garbage and refuse collection company that has been granted a franchise to provide service within one or more of the cities that have entered interlocal agreements with the County, as shown in Appendix A of this Ordinance.

F. The "Plan" is the County's Comprehensive Solid Waste Management Plan, as it has been updated in January 1990 and may be amended thereafter.

G. A "residential dwelling" shall include each single family house, apartment, houseboat, or other dwelling unit which is separately billed for waste collection service by a franchised or certificated hauler. Forest areas, farms or ranches that

elect to use collection service shall be considered as residential dwellings for purposes of this Ordinance. Residents of apartments, hotels, dormitories, boarding houses, maritime vessels, or other housing units shall not be separately taxed if the landlord or some other party arranges for solid waste collection and pays for solid waste collection and the Tax on behalf of tenants or residents.

H. The "WUTC" is the Washington Utilities and Transportation Commission or any agency which succeeds to its powers.

SECTION 2. There is hereby levied a solid waste excise privilege tax on the privilege of living in or doing business in Whatcom County, as authorized by Laws of 1982, ch. 175, sec. 5 and RCW 36.58.140, and pursuant to Ordinance 90-1.

SECTION 3. The rate of the tax imposed by this Ordinance shall be 10% (ten percent) per cent per month of both of the following:

(a) the charges billed by certificated or franchised haulers of solid waste to any residential, business or institutional customer for convenience center, collection, drop box or construction and demolition service provided within the District.; and

(b) the charges imposed by any public or private facility within the District handling or disposing of waste generated within the District but disposed of outside the District; provided, however, that this subsection (b) shall not apply to waste that is the subject of the charges in subsection (a) of this section.

SECTION 4. The proceeds of the tax imposed by this Ordinance and investment earnings therefrom shall be used only to pay for the construction, operation, maintenance, and closure of any landfill that may be developed in the future; funding of approved recycling programs when recommended by the Executive Committee; public educational programs related to the management of solid waste; construction, maintenance, and operation of transfer stations; and such other programs as the Executive Committee may recommend pursuant to the Plan; provided, however, that up to 5% of Tax funds collected may be used to support Tax billing and collection activities by the County Treasurer and Prosecutor.

SECTION 5. The Executive shall administer and collect the tax consistent with procedures approved in Ordinance 90-1.

SECTION 6. The District and Whatcom County hereby consent to the inspection of such records as are necessary to qualify the District for inspection of records of the Department of Revenue, pursuant to RCW 82.32.330.

SECTION 7. The tax imposed by this Ordinance shall be effective from and after May 1, 1990, or from and after such other date which the County Executive may certify as the implementation date for the Tax; provided, however, that such other date shall occur on the first day of a month, and shall not be sooner than the first day of the month following the approval of this Ordinance, nor later than six months following such approval.

SECTION 8. If any section of this Ordinance or its application to any person or circumstances is held invalid, the remaining sections of the application of the provisions to other persons or circumstances is not affected.

SECTION 9. The Executive Committee shall annually review the Tax requirements to fund the solid waste disposal programs and advise the County Council of its findings.

APPENDIX A

(Sample Interlocal Agreement)

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APPROVED this 13th day of March, 1990.

WHATCOM COUNTY SOLID WASTE DISPOSAL
DISTRICT by the Whatcom County
Council ex officio,
WHATCOM COUNTY, WASHINGTON


Donald G. Hawsey
Chairman

() APPROVED () VETOED


Shirley VanZanted
County Executive

Date: _____

ATTEST:


Ramona Reeves
Clerk of the Council

APPENDIX I

**Whatcom County Ordinance 90-96
And Resolution 90-51 Establishing a Collection District**

INTRODUCED BY: Consent
DATE: September 4, 1990
PROPOSED BY: Public Works/Executive

ORDINANCE NO. 20-26

AN ORDINANCE CREATING A SOLID WASTE RECYCLING AND
COLLECTION DISTRICT WITHIN UNINCORPORATED AREAS OF
WHATCOM COUNTY; ESTABLISHING THE PURPOSES AND OBJECTIVES
OF THE DISTRICT; PROVIDING FOR DISTRICT MANAGEMENT; AND
PROVIDING FOR ENFORCEMENT, INCLUDING A PENALTY, ALL AS
PROVIDED IN SECTIONS RCW 36.58A.010 - 040.

WHEREAS, Whatcom County adopted a Comprehensive Solid Waste
Management Plan Update (the "Plan") on March 13, 1990 as required
by law and regulation;

WHEREAS, the Department of Ecology of the State of Washington
approved the Plan on May 3, 1990;

WHEREAS, the Plan incorporated extensive revisions to the 1980
Plan reflecting substantially increased emphasis on waste
reduction, recycling, and resource recovery, and otherwise
complying with changes in solid waste management law and
regulation;

WHEREAS, the County is authorized by RCW 36.58.040 to provide

by ordinance for the establishment of a system of solid waste
handling for all unincorporated areas;

WHEREAS, the Plan calls for establishment of a mandatory solid
waste collection district pursuant to RCW 36.58A in unincorporated
areas of the County in order to meet the goals of the Plan;

WHEREAS, one of the purposes for forming the Recycling and
Collection District shall be to increase the opportunities for
waste reduction and recycling throughout the County in accordance
with the goals of the Plan;

WHEREAS, mandatory recycling and collection alleviate public
health problems that stem from improper handling of solid waste;

WHEREAS, mandatory collection may help insure that citizens
who benefit from the County's solid waste and recycling management
services share equitably in the costs of providing such services;

WHEREAS, the Council has on January 4, 1990 and on September
25, 1990, pursuant to notice as provided by law, conducted public
hearings on the formation of said District, and at the conclusion
of said hearings has found that mandatory solid waste and recycling
collection and the formation of the District are in the public
interest and are necessary for the preservation of the public
health and safety;

WHEREAS, the County Council has determined that a Solid Waste Recycling and Collection District ("Recycling and Collection District") for the mandatory collection of solid waste and recycling in unincorporated areas shall be formed as provided in Chapter 36.58A RCW;

WHEREAS, the Council has referred formation of the District to the Washington Utilities and Transportation Commission ("WUTC") for investigation pursuant to RCW 36.58.030, and the WUTC has determined that the garbage and refuse collection companies presently serving the areas to be included in the Recycling and Collection District are willing and able to provide the required service;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council, as follows.

Section 1. The Whatcom County Solid Waste Recycling and Collection District (the "District") is hereby created to make solid waste and recycling collection mandatory in Whatcom County in furtherance of the objectives of the County's Plan. The District is formed, in part, in light of the formation of a solid waste disposal district pursuant to Chapter 36.58 RCW and Ordinance 90-1. The County Council has determined that the unincorporated areas of the County cannot meet their solid waste management

objectives, including recycling goals, without the formation of a collection district. The Recycling and Collection District shall include all unincorporated areas except the Diablo/Newhalem area of Whatcom County and shall be implemented compatibly with cities and towns which require mandatory collection within their limits, all as provided in interlocal agreements executed with the County. All municipalities in the County have executed interlocal agreements with the County as shown in Appendix A, which is incorporated herein by reference.

The County Council in forming the Recycling and Collection District determines and finds:

A. All residences and businesses within the County are beneficiaries of the County solid waste and recycling management program and receive substantial and essential public service by having available on a continuing and standby basis healthful, safe, and reliable solid waste disposal facilities;

B. The County has experienced increasing health and safety problems due to improper handling of solid waste. These problems include but are not limited to air pollution, litter and possible groundwater contamination. Requiring that transportation and disposal of solid waste be performed by qualified providers of collection service in compliance with the law and regulations is necessary for the immediate protection of the public health and

safety;

C. The State has set waste reduction and recycling as the highest priorities in managing solid waste streams. In order to develop workable programs of waste reduction and recycling, the County and municipalities need mandatory collection to make curbside collection and other source separation feasible;

D. The costs of operating Whatcom County's solid waste and recycling management program may be met in part by imposing an excise tax on the charges paid for solid waste collection by each residential dwelling and by each business or institution in the taxing district, as authorized by Ordinance 90-1; and

E. Those who knowingly fail to comply with the requirements of this ordinance shall be liable as provided below for a civil penalty and for related attorneys' fees and costs in order to reduce the environmental degradation and public health risks associated with noncompliance.

Section 2. Solid waste and recycling collection shall become mandatory for owners of all developed property within the Recycling and Collection District on a date which the County Executive has certified for implementation of the mandatory collection program. Such date shall be determined by the County Executive after consultation with staff of the Solid Waste Division, who shall have

consulted with haulers, concerning the administrative feasibility of implementation. Such date shall occur on the first day of a month, and shall not be sooner than the first day of the month following the approval of this ordinance, nor later than one year following such approval.

Section 3. Procedure to Obtain Exemption.

A. At least sixty (60) days prior to the date of implementation of mandatory solid waste and recycling collection, the Solid Waste Division shall provide reasonable notice to all residences and businesses that mandatory collection will be implemented. Such notice shall state how requests for exemption may be filed. Such notice shall be issued in coordination with certificated haulers.

B. Any person who wishes an exemption from the provisions or application of this Ordinance may file an affidavit with the Solid Waste Manager which states substantively as follows:

I swear or affirm that I should be exempt from the requirements of universal recycling and solid waste collection because I am disposing of my waste in an environmentally sound way.

This affidavit is subject to periodic verification by the Solid Waste Manager or his/her designee.

C. Within thirty (30) days after implementation of mandatory collection, the Solid Waste Manager shall provide a report to the County Executive containing findings on the number of exemptions that have been requested, the grounds stated for such exemptions, and the actions taken on the requests. Within sixty (60) days

after implementation of mandatory collection, the County Executive shall report the findings to the County Council, together with any recommendations for further legislative action on exemptions which the County Executive believes are appropriate.

Section 4. Enforcement; Civil Penalty.

A. If any residence, business, or institution, not otherwise exempt from mandatory collection, refuses to pay for such mandatory collection, the County may, upon the request of a certificated hauler, through the prosecuting attorney's office commence appropriate action to enforce the provisions of this ordinance. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs in any such action.

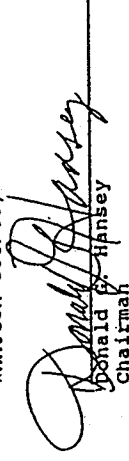
B. Any person who knowingly fails to subscribe to or pay for solid waste and recycling collection service without having obtained an exemption shall be liable in addition to actual damages, for a penalty to the County in an amount equal to any past due bill for solid waste and recycling collection service not to exceed five hundred dollars, plus an additional penalty of not less than one hundred dollars nor more than two hundred dollars which shall not be suspended or deferred.

Section 5. The Whatcom County Council shall be the governing body of the Recycling and Collection District. The electors of said District shall be all registered voters residing within the District.

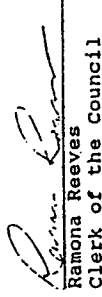
Section 6. The invalidity or unenforceability of any portion of this Ordinance shall not affect the other provisions thereof, and this Ordinance shall be construed in all respects as if such invalid or unenforceable provision were omitted.

APPROVED this ninth day of October, 1990.

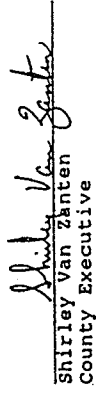
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON


Donald P. Hansey
Chairman

ATTEST:


Ramona Reeves
Clerk of the Council

() APPROVED () VETOED


Shirley Van Zanten
County Executive

Date: 10-10-90

RESISTUTE

INTRODUCED BY: Consent
DATE: Executive
PROPOSED BY: 7-10-90

RESOLUTION NO. 90-51

A RESOLUTION FINDING THAT THE PUBLIC INTEREST
WOULD BE SERVED BY CREATION OF A SOLID WASTE
COLLECTION DISTRICT

WHEREAS, Whatcom County adopted a Comprehensive Solid Waste Management Plan Update (the "Plan") on March 13, 1990 as required by law and regulation; and

WHEREAS, the Department of Ecology of the State of Washington approved the Plan on May 3, 1990; and

WHEREAS, the Plan incorporated extensive revisions to the 1980 Plan reflecting substantially increased emphasis on waste reduction, recycling, and resource recovery, and otherwise complying with changes in solid waste management law and regulation; and

WHEREAS, the Plan was developed by the Whatcom County Department of Public Works in cooperation with the Solid Waste Advisory Committee; and

WHEREAS, an Environmental Impact Statement has been prepared on the Plan to comply with the State Environmental Policy Act; and

WHEREAS, the Plan calls for establishment of a mandatory solid waste collection district ~~PURSHANTON TOWNSHIP~~ in unincorporated areas of the County in order to meet the goals of the Plan; and

WHEREAS, the County has experienced increased public health and safety problems associated with improper handling and disposal of solid waste; and

WHEREAS, the Council has on January 4, 1990, pursuant to notice as provided by law, conducted public hearings on the formation of said District, and at the conclusion of said hearing found preliminarily that mandatory solid waste collection and the formation of the District are in the public interest and necessary for the preservation of the public health and safety;


NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that:

Creation of a solid waste collection district within the unincorporated areas of Whatcom County pursuant to Chapter 16.58A RCW for the mandatory collection of solid waste is in the public interest and is necessary for the preservation of public health; and

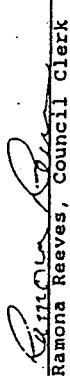
~~The approval of this resolution shall be forwarded to the Washington Utilities and Transportation Commission sheet 507814. It may take action as required by RCW 16.57A.030 to investigate and make a finding as to the ability and willingness of the existing garbage and refuse collection companies servicing the unincorporated area of Whatcom County to provide the required service.~~

DATED this 24th day of July, 1990.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON


Donald G. Hansey, Chairman

ATTEST:


Ramona Reeves, Council Clerk

J:\et\25552-89.001\2FR.col
Ed. July 10, 1990

APPENDIX J

**Whatcom County Ordinance 91-041
Flow Control**

2 SPONSORED BY: Consent
3
4 PROPOSED BY: Solid Waste
5
6 INTRODUCTION DATE: 5/28/91
7
8
9

10 ORDINANCE NO. 91-041

11 AN ORDINANCE RELATING TO THE DISPOSAL OF SOLID WASTE
12 GENERATED WITHIN WHATCOM COUNTY; DESIGNATING DISPOSAL SITES;
13 PROHIBITING THE PROCESSING OR DISPOSAL OF SUCH SOLID WASTE
14 EXCEPT AT DESIGNATED DISPOSAL SITES; AUTHORIZING THE
15 EXECUTION OF AGREEMENTS WITH OPERATORS OF DISPOSAL SITES
16 REGARDING CHARGES FOR DISPOSAL AND PAYMENT OF SUMS TO THE
17 COUNTY; IMPLEMENTING THE PUBLIC POLICY OF WHATCOM COUNTY, AS
18 SET FORTH IN ITS COMPREHENSIVE PLAN RELATING TO THE DISPOSAL
19 OF SOLID WASTE; MAKING UNLAWFUL VIOLATIONS OF THIS ORDINANCE
20 AND PRESCRIBING PENALTIES; AUTHORIZING THIS ORDINANCE TO BE
21 CODIFIED AS A CHAPTER OF THE WHATCOM COUNTY CODE, AND
22 PROVIDING FOR OTHER MATTERS APPROPRIATELY RELATING THERETO.
23
24
25

26 WHEREAS, Whatcom County ("the County") is a home rule county
27 charged by Chapter 70.95 RCW with the responsibility for adopting
28 a comprehensive Solid Waste management plan to control the
29 disposal of Solid Waste generated and collected within its
30 boundaries;

31 WHEREAS, RCW 36.58.040 authorizes the Whatcom County Council
32 to provide by ordinance for the establishment of a system of
33 Solid Waste handling for the unincorporated area of the County,
34 to designate Disposal Sites, and to enter agreements with
35 operators of Disposal Sites relating to utilization of and rates
36 for Solid Waste handling systems, plants, sites and other
37 facilities;
38 WHEREAS, RCW 36.58.040 and 36.58.045 authorize the County
39 to impose a fee to fund its expenses incurred in connection with
40 Chapter 70.95 RCW;

41 WHEREAS, the County has adopted a Comprehensive Solid Waste
42 Management Plan Update, approved by the Department of Ecology in

1 May 1990 (the "Plan"), which includes incorporated municipaliti
2 through interlocal agreements;

3 WHEREAS, the County has created a Solid Waste Recycling an
4 Collection District and has adopted an ordinance specifying
5 service levels in order to promote proper and convenient
6 collection and separation of waste;

7 WHEREAS, the County has continued to study the problems
8 relating to the disposal of Solid Waste generated in all areas
9 the County and as a result of such study finds that:

10 A. Continued economic and population growth of the
11 County and its expanding industrial activities have created net
12 and ever-mounting problems involving disposal of Solid Waste
13 generated from domestic, agricultural, commercial, and industri
14 activities;

15 B. Aggressive programs for waste reduction and
16 recycling do not eliminate the need for Disposal Sites to hand
17 wastes that are either not recyclable or practical to recycle;

18 C. Improper handling and disposal of the Solid Waste
19 that remains after waste reduction and recycling efforts threat
20 public health and safety, pollute our land, air and water
21 resources, blight our countryside, adversely affect land value
22 damage the overall quality of our environment and expose the
23 County to potential liability;

24 D. Current revenues from County Solid Waste
25 facilities are not adequate to support the costs of the County
26 Solid Waste management activities, which include but are not
27 limited to implementation of waste reduction and Recycling
28 programs; programs for small quantities of Hazardous Waste;
29 provision, operation, maintenance, closure and monitoring of
30 Solid Waste facilities; other activities called for by the Pla
31 or necessary to protect the public health, safety and welfare
32 related to Solid Waste; compliance with administration and
33 planning requirements imposed by RCW 70.95.090; and

1 7. provide for disposal charges that are fair, just
2 and reasonable for the public and the private operators of
3 Disposal Sites.

4 B. The County has determined to implement aggressive
5 programs to reduce the amount of Solid Waste that enters the
6 waste stream; to reduce, through Recycling and other approved
7 methods, the amount of waste that must be disposed of; to use
8 disposal facilities with energy recovery prior to disposal
9 facilities without energy recovery or landfilling; and to ensure
10 that facilities Process and dispose of Solid Waste in a manner
11 that will not create a health hazard and that will reduce
12 environmental pollution. These objectives require the County to
13 direct the Processing and disposal of all Solid Waste generated
14 within the unincorporated area of the County and generated within
15 Cities to a Disposal Site or Sites consistent with this Chapter
16 and the Plan.

17 C. To carry out the foregoing purposes, to the extent
18 permitted by law, this Chapter is adopted to regulate the
19 establishment and operation of all Solid Waste Disposal Sites in
20 the County that Process or dispose of Solid Waste generated in
21 unincorporated areas of the County and in Cities, and to require
22 that all such Sites meet state-mandated standards.

23 D. The County, pursuant to powers granted by law, hereby
24 exercises its authority:

- 25 1. to control the Processing and disposal of all
26 Solid Waste generated within the unincorporated areas of the
27 County;
- 28 2. to negotiate contracts with private parties that
29 operate Disposal Sites relating to rates to be charged by such
30 private operators for their disposal services and additional
31 amounts for the purpose of providing financial support for County
32 solid waste programs; and
- 33 3. to permit the Cities to use County-owned or
34 privately-owned Disposal Sites for the Processing or disposal of
35 all Solid Waste generated in such Cities.

E. Rates charged at public or private Disposal Sites
should be fair, just and reasonable to the public and to the
operators of private Disposal Sites.

WHEREAS, Chapter 70.95 RCW and RCW 70.95.090 require Solid
Waste management plans to describe existing Solid Waste handling
facilities, the estimated long-range need for such facilities,
and a program for orderly development of such facilities in a
manner consistent with the Plan;

WHEREAS, the operation of a reliable, efficient County Solid
Waste handling system requires County designation of Disposal
Sites to be used exclusively by all generators and public or
private collectors of all Solid Waste generated within the County
and within the Cities; and

WHEREAS, Solid Waste disposal problems make it necessary to
control Disposal Sites and to reduce the waste stream by waste
reduction, Recycling, or other approved methods;

NOW, THEREFORE, BE IT ORDAINED by the County Council of
Whatcom County as follows:

SECTION 1. PURPOSE OF ORDINANCE.

A. The purpose of this Ordinance is to establish a
comprehensive County-wide Solid Waste System for handling all
Solid Waste generated in the unincorporated areas of the County
and generated in Cities within the County. This System is
intended, among other things to:

1. protect public health and safety;
2. prevent land, air, and water pollution;
3. prevent the Processing or disposal of Solid Waste
at locations other than designated Disposal Sites;
4. conserve and protect the natural resources and
environment of the County;
5. limit the potential liability of the County for
improper Solid Waste disposal;
6. provide financial support for the County's Solid
Waste management activities; and

SECTION 2. DEFINITIONS.

Unless otherwise expressly provided in this Ordinance, the definitions found in RCW 70.95.030 and WAC 173-304-100, as now in existence or as hereafter amended, shall apply in interpreting this Chapter.

A. "Approval" or "approved" by the County Council, County Executive or Manager means an approval given after all other permitting processes have been completed, except the Health Department permit required by RCW 70.95.170-.190, but no special duty to any permittee or third party is created by the terms of this chapter or any approval given pursuant thereto.

B. "Cities" means those cities in the County that now or hereafter become parties to interlocal cooperation agreements with the County pertaining to the handling of Solid Waste generated in such cities.

C. "Council" means the duly elected Council of Whatcom County.

D. "Chapter" means this Ordinance when codified as a chapter of the Whatcom County Code.

E. "County" means Whatcom County, Washington.

F. "County Solid Waste" means Solid Waste generated in the unincorporated areas of the County (except the Diablo/Newhalem area) and Solid Waste generated in the Cities.

G. "Disposal Site" means a permitted location within the County where any final treatment, utilization, Processing, transfer for long-haul to an out-of-County location or deposit of County Solid Waste occurs, including but not limited to a location where landfilling, composting, incineration with energy recovery and/or incineration without energy recovery is carried out.

H. "Hauler" means a Solid Waste Collection Company, as defined in and governed by Chapter 81.77 RCW, which collects County Solid Waste.

I. "Hazardous Waste" means any waste, material, or substance that now or hereafter:

1. is required to be handled as hazardous waste under regulations promulgated by the U.S. Environmental Protection Agency at 40 CFR part 261; or

2. contains a radioactive material, the storage or disposal of which is regulated by state or federal law or regulation; or

3. is designated a "dangerous waste" through application of regulations adopted pursuant to Chapter 70.105 RCW; and is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by U.S. Environmental Protection Agency or Washington State Department of Ecology. Certain Solid Waste which is not as of the effective date of this Chapter within one or more of subparagraphs 1-3 above, may after that date come within the scope of one or more of those subparagraphs as determined by a governmental entity with jurisdiction; certain other solid waste which is within one of those subparagraphs similarly may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material, or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subparagraphs 1-3 above.

J. "Health Department" means the Whatcom County Health Department or any successor agency charged with responsibility for issuing or renewing permits for Solid Waste Disposal Sites pursuant to RCW 70.95.170-.190.

K. "Manager" means the Solid Waste Manager of the County Department of Public Works or the alternate public official designated by the County to carry out the duties of the Manager pursuant to this Chapter.

L. "Moderate Risk Waste" means:

1. Any waste that exhibits any of the properties of Hazardous Waste but is exempt from regulation under Chapter 70.105 RCW solely because the waste is generated in quantities below the threshold for regulations; and

2. Any household wastes which are generated from the disposal of substances identified by the Health Department as hazardous household substances.

M. "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, public or private corporation, cooperative, or any other entity whatsoever.

N. "Plan" or "Whatcom County Comprehensive Solid Waste Management Plan" means the plan adopted pursuant to Chapter 70.95 RCW by Whatcom County and approved by the Department of Ecology in May 1990, or any successor plan, governing waste reduction and recycling, and the disposal of Solid Waste in Whatcom County.

O. "Process" or "Processing" does not include the processing of Recyclable Materials collected by a recycling collection company pursuant to Ordinance 90-95 or the activities exempt under Section 7 of this Chapter.

P. "Recyclable Materials" means recyclable materials as defined by RCW 70.95.030.

Q. "Recycling" means Recycling as defined by RCW 70.95.030.

R. "Separated Waste" means the Solid Waste that remains after the removal of all Recyclable Material that it is practicable to remove, including material that can be composted.

S. "Sludge" means a semisolid substance consisting of settled sewage solids combined with varying amounts of water and dissolved materials generated from a wastewater treatment plant or other source.

T. "Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes, including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, and Recyclable Materials, but excluding all Hazardous Waste.

U. "Source Separated" means the separating of different kinds of Solid Waste at the place where the waste is generated.

V. "SWAC" means the Whatcom County Solid Waste Advisory Committee.

W. "System" means the County-wide Solid Waste handling System established by this Ordinance. This term does not include and this Chapter shall not be applicable to:
1. vehicles or other equipment used in the collection and transportation of Solid Waste; or
2. drop box convenience centers which transfer Solid Waste from locations in the County to a Disposal Site located in the County.

SECTION 3. SYSTEM OF SOLID WASTE HANDLING.

A. Pursuant to RCW 36.58.040, there is hereby established a System of Solid Waste handling for all County Solid Waste, which System is consistent with the Plan and interlocal agreements between the County and Cities.

B. The System shall include the Disposal Sites designated herein and the means of Processing or disposal described in Section 3(E) hereof, as amended from time to time.

C. The System and the requirements of this Chapter shall be binding upon all persons, including but not limited to all public and private generators of County Solid Waste, Haulers, and public and private operators of Disposal Sites.

D. Unless otherwise permitted by state law, authorized by the County Council, or exempt under Section 7 of this Chapter, it is unlawful for any Person to deliver to or dispose of any County Solid Waste anywhere within the County except at a Disposal Site designated by or pursuant to this Chapter, as amended from time to time. In addition, it is unlawful for any Hauler to deliver or dispose of any County Solid Waste anywhere outside the County unless otherwise approved by the Manager and consistent with the Plan.

E. Except for those Disposal Sites designated by the County Executive in an emergency, as described in Section 3(F), and except for those Disposal Sites that are exempt under Section 7, the Disposal Sites set forth below in subsections 1-5,

1 inclusive, and any additional disposal sites found to meet the
2 requirements of Section 8, are hereby designated as the sole
3 Disposal Sites within the County which are authorized to receive,
4 and to which Haulers and all other Persons are authorized to
5 deliver, County Solid Waste for Processing or disposal (subject
6 to the further requirements of Section 3(G)):

7 1. RECOMP of Washington, 1524 Slater Road, Ferndale
8 (Authorized to separate unseparated or partially unseparated
9 County Solid Waste; recycle, compost, incinerate with energy
10 recovery Separated and unseparated County Solid Waste ;
11 transfer to the Olivine facility Separated County Solid
12 Waste; and transfer for long haul and landfilling outside
13 the County that portion of County's Solid Waste delivered to
14 RECOMP that cannot be Processed practicably at the RECOMP or
15 Olivine facility);

16 2. Olivine Corporation, 928 Thomas Road, Bellingham
17 (Authorized to recycle and/or incinerate, with or without
18 energy recovery, construction and demolition debris and land
19 clearing byproducts only unless otherwise approved by the
20 Manager. The handling of Separated Solid Waste is covered
21 under Sections 3E(1) and 7A(7));

22 3. Cedarville (Authorized to receive County Solid
23 Waste for landfilling, but only under emergency conditions);

24 4. County Construction Recyclers, 1902 Hemmi Road,
25 Everson (Authorized to recycle and/or landfill construction
26 and demolition debris only);

27 5. Point Roberts Disposal, Point Roberts (Authorized
28 to recycle and/or landfill construction and demolition
29 debris only).

30 The above designations are expressly subject to:
31 a. the operator of each Designated Site's
32 Initial receipt and continuing possession of all permits and
33 governmental approvals necessary for the operation of the
34 Disposal Site;

b. the Disposal Site's capability of Processing
or disposing of Solid Waste by the means described above in
subsections 1-5; and

c. the execution and delivery of an agreement
between the County and the private operator of the Disposal Site
as further described in Section 6(B) of this Chapter.

F. Upon a finding by the County Executive, based on the
recommendation of the Manager, that it is necessary for the
immediate preservation of the public health and safety that
additional or alternate Disposal Sites be designated on an
emergency basis and notification of the chair of the County
Council of such emergency, the County Executive may, for a period
of no longer than 60 consecutive days, designate additional or
alternate Disposal Sites that do not comply with all the
requirements of this Chapter. The authority of the County
Executive to so designate additional or alternate facilities
under this subsection and the exercising of this authority shall
not excuse any breach of terms or conditions of any applicable
contract with an operator of a Disposal Site designated pursuant
to this Chapter.

G. Haulers and other Persons shall deliver County Solid
Waste only to a Disposal Site named in Section 3(E) that is
authorized to Process or dispose of the particular type of County
Solid Waste being delivered. In the event that more than one
Disposal Site is authorized to accept such County Solid Waste,
then such Waste shall be delivered to the Disposal Site that has
both the technical capability and available capacity to process
or dispose of such Waste utilizing the highest priority means of
Processing or disposing of that Waste. The priority levels are,
in descending order of preference:

1. Recycling through acceptance and segregated
marketing of Source Separated Recyclable Materials, including
Source Separated compostable materials;

SECTION 5. INTERLOCAL OPERATIONS.

Solid Waste Disposal Sites owned, operated, or controlled whole or in part by the County shall be available to accept Solid Waste generated and collected in cities situated within the County and Solid Waste generated in other counties; provided, that the governing bodies of such jurisdictions enter into or maintain interlocal agreements with the County and comply with the conditions contained therein and herein. Nothing in this Chapter shall be construed to modify any existing interlocal agreements between the County and the Cities within the County.

SECTION 6. ESTABLISHMENT AND OPERATION OF DISPOSAL SITES AND AGREEMENTS REGARDING OPERATION OF DISPOSAL SITES AND RATES CHARGED. FEE FOR COUNTY SOLID WASTE MANAGEMENT ACTIVITIES.

A. Except for those Disposal Sites that are exempt under Section 7, it is unlawful for any person to establish, alter, expand, improve, or hereafter operate or maintain a Disposal Site in the County for the Processing or disposal of County Solid Waste, or for any person to accept for Processing or disposal such County Solid Waste, unless:

1. The Disposal Site and the means of processing or disposal, comply with this Chapter, as amended from time to time with the Plan and with any regulations promulgated by the Health Department;

2. The Disposal Site, and the means of Processing or disposal, have been designated pursuant to Section 3(E) or Section 3(F) of this Chapter;

3. The operator of the Disposal Site shall have obtained all permits required by applicable federal, state and local law and said operator shall comply with applicable requirements of all federal, state, and local law.

4. A private owner or operator of the Disposal Site shall have entered into an agreement with the County specifying the rates to be charged by such owner or operator for Processing or disposal of County Solid Waste at such Disposal Site. The rates shall include payment to the County of \$9.00 per ton of a

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2. Processing of Recyclable Materials, including compostable materials contained in unseparated County Solid Waste;
3. Incineration with energy recovery of Separated Waste;
4. Incineration without energy recovery of Separated Waste;
5. Landfilling of Separated Waste;
6. Incineration with energy recovery of unseparated Solid Waste;
7. Incineration without energy recovery of unseparated Solid Waste;

8. Landfilling of unseparated Solid Waste. It is the intent of this section that no unseparated County Solid Waste shall be incinerated without energy recovery or landfilled except in the case of an emergency. The Manager, upon request of an interested person, shall determine whether an emergency exists and its anticipated duration, and shall determine the conditions under which unseparated County Solid Waste may be incinerated or landfilled during the emergency. The Manager shall maintain a list of all Disposal Sites that are designated by or pursuant to this ordinance and shall provide to haulers and members of the public information concerning Disposal Site designations.

SECTION 4. DISPOSAL SITES ACQUIRED BY COUNTY BECOME PART OF SYSTEM.

By action of the County Council, the County may acquire, by purchase, lease, contract with private parties, or otherwise, Disposal Sites (including transfer stations) that are adequate for disposal of some or all of the County Solid Waste. Disposal Sites so acquired shall be consistent with the Plan, this Chapter, and with all federal, state and local requirements, and, upon such acquisition, shall become part of the system of Solid Waste handling established in this Chapter.

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1 Solid Waste Processed or disposed of at such Sites, except in the
2 case of those Disposal Sites authorized to receive only
3 construction and demolition debris and land clearing byproducts
4 the fee shall be 10% of the gross fees charged by the operator of
5 such Sites for Processing or disposal of such debris and
6 byproducts. The agreements shall include such other terms as the
7 Manager deems necessary to protect the public health, safety,
8 welfare, and for other regulatory purposes.

9 B. The Manager is hereby authorized and directed to
10 negotiate an agreement with the operator of each private Disposal
11 Site designated pursuant to this Chapter, as amended from time to
12 time, relating, among other things, to the rates to be charged by
13 such operator for the type or types of Processing or disposal
14 authorized to be undertaken by such operator at such Site, as
15 described in Section 3(E). The Manager shall submit each proposed
16 agreement to the County Executive for review. The County
17 Executive shall submit each agreement to the SWAC for its review
18 and recommendation. Upon Approval of the County Executive, the
19 County Executive shall deliver each agreement so negotiated to
20 the County Council for its Approval and authorization for
21 execution.

22 The Processing and disposal rates established pursuant to
23 such agreements shall be fair, just and reasonable to the public
24 and to the operator of the Disposal Site. Processing and
25 disposal rates charged for County Solid Waste shall not exceed
26 rates charged by an operator for similar Processing or disposal
27 of any other Solid Waste, except:
28 1) in the case of rates established by or pursuant to, and during
29 the term of, a binding contract entered into by an operator prior
30 to the effective date of this Chapter (extensions to the term of
31 such contract are excluded from this exception); and 2) as
32 approved in advance by the County Executive from time to time.
33 Each agreement shall include a procedure for periodic adjustment
34 of rates and shall establish criteria for such adjustment and may
be based on an audit or cost-benefit analysis to verify

1 Justification of rate changes. Rates may be established as a
2 composite or weighted average to be applied to all means of
3 Processing or disposal available at the Disposal Site, based on
4 the projected amount of Solid Waste to be handled, or separately
5 for each means of Processing or disposal.

6 For purposes of establishing and adjusting rates pursuant to
7 this section, the Disposal Site operator shall furnish to the
8 Manager the following:

- 9 1. An affidavit that rates charged by the operator
10 for similar Processing or disposal of any non-County Solid Waste
11 are not less than the rates for County Solid Waste (except as
12 authorized pursuant to Section 6(B) of this Chapter); and
- 13 2. Information concerning actual and anticipated
14 revenues, expenses, liabilities, debt amortization, equipment
15 purchases and other data pertinent to the establishment of an
16 initial rate and supporting any rate adjustment requested by the
17 operator or provided for in the agreement. In addition, if
18 requested by the Manager, the same information pertinent to rates
19 charged by the operator for Processing or disposal of non-County
20 Solid Waste utilizing the same equipment or facilities that are
21 used for the Processing or disposal of County Solid Waste. If any
22 of the information furnished by the operator to the Manager
23 constitutes valuable formulae, designs, drawings, or research
24 data of the operator the disclosure of which would produce
25 private gain and public loss, the operator shall designate each
26 page containing such information as "Confidential Information --
27 Protected from Disclosure Under RCW 42.17.010." Representatives
28 of the County may review such designated information. However,
29 such information shall not be publicly disclosed except pursuant
30 to an order of the Superior Court or other body of competent
31 jurisdiction.

32 C. An agreement may include such reasonable conditions as
33 are necessary to assure compliance with the Plan, with County
34 waste reduction and Recycling efforts, and with all applicable
laws to protect the public health, safety, and welfare. An

1 agreement may include a covenant on the part of the County to
2 continue the designation of the Disposal Site for a specified
3 period. Each agreement shall provide that if the subject
4 Disposal Site fails to comply in any material respect with the
5 applicable requirements of this Chapter or if the operator is in
6 material breach of the agreement that the Disposal Site is
7 subject to loss of designation. The agreement will require the
8 operator of a Disposal Site to submit a bond or other security to
9 secure performance of any requirement imposed in such agreement.
10 Following the Approval by the County Council of an agreement
11 with the operator of a Disposal Site and the execution and
12 delivery of said agreement by the parties thereto, the County
13 Executive is authorized, on the recommendation of the Manager and
14 without further action of the County Council, to execute and
15 deliver an amendment or supplement to such agreement, but solely
16 for purposes of:

1. Clarifying an ambiguity therein;
 2. Correcting a clerical error therein;
 3. Modifying a provision therein in order to
accommodate a change in law; or
 4. Any other change that does not substantially
reduce the benefits or increase the costs to the County of the
Disposal Site operator's covenants therein.
- Any amendment or supplement to any such agreement that has the
effect of substantially reducing the benefits or increasing the
costs to the County of the operator's covenants therein follow
the same review and approval process as for executing an original
agreement. All capital investment and equipment modification or
expansion to facilities that will affect the cost to the County
must be reviewed and approved by the Manager and County Council.
- D. The fee set forth in Section 6(A)4 of this Chapter is
imposed for the purpose of paying a part of the costs of the
County's Solid Waste planning, administration, education, and
management responsibilities, and shall be in addition to the
permit fee imposed by the Health Department pursuant to

17 RCW 70.95.180. The fee shall be payable by the operator of the
18 Disposal Site on the last day of each month, based on the total
19 tonnage of Solid Waste Processed or disposed of at the Disposal
20 Site in the preceding calendar month. If the fee specified in
21 this ordinance is changed, the new fee shall become applicable
22 of the date that the Health Department permit is next renewed.
23 In the case of any Solid Waste that is transferred from one
24 Disposal Site to another, the fee shall apply only at the first
25 Disposal Site.

SECTION 7. EXEMPT OPERATIONS.

- E. The Manager shall require the operator of a Disposal
Site to furnish evidence from time to time of such Disposal
Site's compliance with all applicable federal, state, and local
laws.
- F. The Manager shall report annually to the County Council
whether the operator of each designated Disposal Site is in
compliance with the requirements of this Chapter.
1. The following Solid Waste processing and/or disposal
activities and any Disposal Site related thereto are hereby
exempted from coverage and/or designation under this Chapter:
1. Wrecking automobiles and parts thereof and relat
storage and handling facilities for which current and valid
permits have been issued by all governmental entities with
jurisdiction over such activities.
 2. Depositing, pursuant to any required permit that
is current and valid, less than 2,000 cubic yards of soil, rock
tree stumps, gravel, broken concrete, broken asphalt, and simil
inert wastes onto the surface of the ground whereby such
depositing is to be temporary in nature, graded, and otherwise
worked to fill an existing depression or low area of ground.
 3. Depositing agricultural Solid Waste onto or unde
the surface of the ground when said Waste is being utilized
primarily for fertilizer or a soil conditioner, as long as
depositing such waste does not create a nuisance and does not
otherwise violate the law.

1 residue shall be disposed of at a designated Disposal Site w/
2 disposal shall be subject to the fee established pursuant to
3 Section 6(A)(4) of this Chapter.

4 12. On-site composting of materials generated on-
5 13. Handling and marketing of Source Separated
6 Recyclable Materials pursuant to Ordinance No. 90-95.

7 14. Delivery of Source Separated Recyclable Mater
8 by Persons generating such materials to appropriate faciliti
9 and the processing and recycling of such materials by such
10 facilities.

11 15. Activities at Moderate Risk Waste facilities
12 operate under valid permits and comply with the latest versi
13 of both the County's "Hazardous Waste Management Plan" and t
14 City of Ballingham's "Moderate Risk Waste Management Plan."

15 B. The activities and related Solid Waste Disposal si
16 listed in Section 7(A), above, must be established, maintain
17 managed, and operated in compliance with all other requirem
18 of local, state, and federal health laws. The exception cre
19 in this Chapter for such activities and Disposal Sites shall
20 no effect on the requirements of other laws applicable to su
21 activities and Sites.

22 SECTION 8. APPLICATIONS FOR DISPOSAL SITE DESIGNATION.

23 A. Applications for designation of Disposal Sites not
24 designated in Section 3(E) hereof shall be on forms prescrib
25 the Manager and shall contain a description of the proposed
26 existing facilities and operations at the Disposal Site; pla
27 and specifications for any new or additional facilities to b
28 constructed; the capacity and the projected percentage use o
29 each means of processing or disposal to be used at the Dispo
30 Site; proposed disposal rates; copies of any information sup
31 to the Health Department or other regulatory bodies related
32 permitting; and such other information as the Manager may de
33 necessary.

34 B. Upon receipt of an application for designation of
35 Disposal Site, the Manager shall transmit one copy of the
36 application to the Health Department.

1 4. Depositing sewage or sewage sludge onto or under
2 the surface of the ground at a Disposal site for which current
3 and valid permits have been issued by all governmental entities
4 with jurisdiction over such activities.

5 5. Depositing Hazardous Waste onto or under the
6 surface of the ground at a Disposal Site for which current and
7 valid permits have been issued by all governmental entities with
8 jurisdiction over such activities.

9 6. Depositing Solid Waste by an Industrial Solid
10 Waste generator into its own private landfill which is accessory
11 to the industry, is not open to Hauliers or the public, which has
12 current and valid permits issued by all governmental entities
13 with jurisdiction over such activities, and which is included in
14 the Plan. At the time of adopting this ordinance, private
15 landfills exist for Georgia Pacific, ARCO, BP Oil and Intalco and
16 are included in the Plan: Other private landfills may be
17 included but only after the site has been issued permit by a
18 local, state or federal agency and any necessary modification to
19 the Plan has been made.

20 7. The incineration by Olivine Corporation, at its
21 existing 928 Thomas Road facility, of Separated Waste transferred
22 from the Recomp facility, so long as such Olivine facility is in
23 possession of current and valid permits pertaining to such
24 incineration from all governmental entities with jurisdiction.

25 8. Facilities that accept and market Source-Separated
26 Recyclable Materials including drop-off and buy-back recycling
27 centers, contract recycling services and associated processing
28 facilities.

29 9. Composting of yardwaste at facilities that accept
30 and market Source-Separated yardwaste materials.

31 10. Processing woodwaste at facilities that accept and
32 market Source-Separated woodwaste materials.

33 11. Processing of construction and demolition waste at
34 Recycling facilities to recover all possible materials, including
35 metals, wood, concrete, asphalt and bricks. Nonrecyclable

SECTION 11. UNLAWFUL DISPOSAL OF SOLID WASTE.

1 It is unlawful for any Person to dump or deposit or permit
2 the dumping or depositing of any Solid Waste onto or under the
3 ground or into any waters within the County (other than as
4 exempted under Section 7 hereof) except at a Disposal Site
5 designated in Section 3(E) of this Chapter, as amended from time
6 to time, in accordance with the priorities set forth in said
7 Section 3(C); provided that nothing herein shall prohibit a
8 Person from dumping or depositing Solid Waste resulting from his
9 own activities onto or under the surface of ground owned or
10 leased by him when such action does not violate statutes or
11 ordinances, or create a nuisance.

12 It is unlawful for any Person to deliver or deposit any
13 material, article or substance which is not Solid Waste (for
14 example, Hazardous Waste) at a Disposal Site designated pursuant
15 to Section 3(E) of this Chapter, as amended from time to time.

SECTION 12. ENFORCEMENT.

16 A. The appropriate officers and employees of the County
17 are authorized to take all lawful actions reasonably available
18 to enforce in a timely manner the provisions of Sections 3(D), 6(A)
19 11, and 12 of this Chapter against any Person violating the
20 provisions of those sections, including but not limited to,
21 1) bringing a civil and/or criminal action against that Person
22 and providing testimony and cooperation in the prosecution of
23 that action, 2) barring that Person from use of a Disposal Site
24 requesting that the Washington Utilities and Transportation
25 Commission under RCW 81.77.120 revoke that Person's certificate
26 to collect or transport Solid Waste or Recyclable Material,
27 4) seeking equitable relief against that Person, and 5) any other
28 legal remedy.

29 B. To the extent permitted by applicable law and in
30 addition to the penalties and remedies provided herein, violation
31 of the provisions of this Chapter shall also be grounds for
32 revocation of licenses and permits, equitable relief, or such
33 other remedies or actions necessary to carry out the purpose of
34 this Chapter.

SECTION 13. PENALTIES.

35 Any Person that violates or refuses to or fails to comply
36 with any of the provisions of this Chapter or who files or

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1 C. Within 90 days of receipt of the application, the
2 Manager shall complete an investigation of such application as
3 may be necessary to determine whether the proposed Disposal Site
4 complies with the Plan and this Chapter and whether designation
5 would promote the public interest. Upon completion of the
6 investigation, the Manager shall submit the application, together
7 with the County Executive's recommendation as to whether the
8 Disposal Site should be designated by the Council, first, to the
9 SWAC for its recommendation, and then to the County Council for
10 action.

11 D. If the County Council designates the new Disposal Site,
12 an agreement shall be negotiated and executed as provided in
13 Section 6(B) of this Chapter.

14 E. When the Manager finds that a Disposal Site should be
15 reviewed pursuant to Section 6(E) of this Chapter, the Manager
16 shall submit such finding to the Health Department.

SECTION 9. SUSPENSION OR REVOCATION.

17 A. In the event that the operator of any designated
18 Disposal Site substantially fails to comply with the provisions
19 of this Chapter, other applicable laws, conditions imposed in
20 conjunction with the issuance of any permit, or its agreement
21 with the County, executed pursuant to Section 6(B), the Manager
22 may suspend or revoke the Designated Site status of such facility
23 upon 30 days' notice.

24 B. In the event that the operator of a Disposal Site, the
25 designation of which has been suspended or revoked by the Manager
26 pursuant to Section 9(A), is aggrieved by such suspension or
27 revocation, the operator may appeal such action to the Whatcom
28 County Hearing Examiner under the same procedures as described in
29 Section 24.06.060 of Chapter 24.06, Solid Waste Rules and
30 Regulations, Standards and Permits of Title 24, Whatcom County
31 Health Code. Said procedures are incorporated herein by
32 reference as if fully set forth, and any reference to the Health
33 Department in Section 24.06.060 will be substituted with Manager.

SECTION 10. ABANDONED DISPOSAL SITES.

34 Any designated Disposal Site which is abandoned by the owner
35 or operator thereof shall be closed by such owner or operator in
36 compliance with the then applicable law of the County, State of
37 Washington, and the United States of America.

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1 supplies any false, incomplete, or inaccurate information in
2 conjunction with any application shall be deemed guilty of a
3 misdemeanor and shall be punished by imprisonment in the County
4 jail for a maximum term fixed by the court of not more than 90
5 days, or by fine in the amount fixed by the court of not more
6 than \$1,000, or both such imprisonment and fine. Each day of
7 continuing violation or noncompliance shall be deemed a separate
8 offense. Nothing contained in this section shall be construed to
9 exempt an offender from any other suit, prosecution, or penalty
10 provided in another section of the County Code or as otherwise
11 provided by law.

12 SECTION 14. PUBLIC NUISANCE.

13 Any Disposal Site hereafter established, altered, expanded,
14 improved, operated, or maintained in violation of any of the
15 provisions of this Chapter shall be and the same is hereby
16 declared to be unlawful and a public nuisance. The violation by
17 and Person of Sections 3(D), 6(A), 11, or 12 of this Chapter is
18 hereby declared to be a public nuisance. The Prosecuting
19 Attorney, at the direction of the County Council, may take such
20 steps or commence such legal or equitable actions as are
21 necessary to abate such nuisances and to restrain and enjoin
22 further unlawful acts. This section shall not limit or restrict
23 any other power or authority authorized by law.

24 SECTION 15. NONAPPLICABILITY OF CHAPTER TO CERTAIN

25 RECYCLING ACTIVITIES.

26 Nothing in this Chapter shall be construed to conflict with
27 or violate RCW 36.58.160.

28 SECTION 16. SEVERABILITY.

29 If any section, subsection, sentence, clause, or phrase of
30 this chapter is, for any reason, found to be unconstitutional or
31 otherwise invalid by a court of competent jurisdiction, such
32 decision shall not affect the validity of the remaining portions.

1 SECTION 17. EFFECTIVE DATE.

2 The provisions of this ordinance are effective thirty (30)
3 days after adoption of this ordinance.

4 APPROVED this 25th day of June, 1991.

5 WHATCOM COUNTY COUNCIL
6
7

8 ATTEST:

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Ramona Reeves
RAMONA REEVES
Clerk of the Council

Daniel M. Warner
DANIEL M. WARNER
Chairperson

() APPROVED () VETOED

APPROVED AS TO FORM:

RANDALL J. WATTS, Chief Civil
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

Date: 6.25.91

On this _____ day of _____, 1991, before me
personally appeared Shirley Van Zanten, to be known to be the
Executive of Whatcom County and who executed the above Instrum
and who acknowledged to me the act of signing and sealing
thereof.

Notary Public in and for the State of
Washington, residing at _____
My appointment expires: 10/24/92

Published on _____ and _____.
This ordinance becomes effective on _____.

SPONSORED BY: Consent

PROPOSED BY: Public Works

INTRODUCTION DATE: 6/11/96

ORDINANCE NO. 96-037

AN ORDINANCE AMENDING WHATCOM COUNTY CODE 8.15,
SOLID WASTE DISPOSAL SITES, EXEMPTING THE PROCESSING AND
DISPOSAL OF CONSTRUCTION AND DEMOLITION WASTE

WHEREAS, Ordinance No. 91-041 is an ordinance relating to the disposal of solid waste generated within Whatcom County, commonly referred to as the "Flow Control Ordinance", which is codified as Whatcom County Code 8.15, and

WHEREAS, the disposal of Construction and Demolition waste is within the coverage and designation requirements of the Flow Control Ordinance, and

WHEREAS, Resolution No. 96-002 passed by the County Council January 2, 1996, clarifying the Flow Control Ordinance, requested the Solid Waste Executive Committee to review the Flow Control Ordinance relative to the exemption of construction and demolition waste, and

WHEREAS, following separate review, the Solid Waste Executive Committee recommends that Construction and Demolition Waste be exempted from the Flow Control Ordinance and the Solid Waste Advisory Committee recommends that Construction and Demolition Waste not be exempted from the Flow Control Ordinance, and

WHEREAS, Whatcom County has entered into disposal site agreements with certain designated disposal facilities which agreements specifically allows Whatcom County to exempt construction and demolition waste from said ordinance, and

WHEREAS, the County Council believes that the management of construction and demolition waste within the Flow Control Ordinance is not necessary in order to protect public health, safety and welfare of Whatcom County.

NOW, THEREFORE, BE IT ORDAINED, that the following amendments be made to Whatcom County Code 8.15:

Section .020

1
2 Add the following definition for Construction and Demolition Waste which references WCC
3 24.08, Demolition and Inert Landfill Regulations:

4 "Construction and Demolition Waste" shall have the same meaning as "Demolition
5 waste" contained in WCC 24.08.040, as amended from time to time.

6 Add the following definition for Woodwaste consistent with WAC 173-304, Minimum
7 Functional Standards for Solid Waste Handling:

8 "Woodwaste" means solid waste consisting of wood pieces or particles generated
9 as a by-product or waste from the manufacturing of wood products, handling and
10 storage of raw materials and trees and stumps. This includes but is not limited to
11 sawdust, chips, shavings, bark, pulp, hog fuel, and log sort yard waste, but does not
12 include wood pieces or particles containing chemical preservatives such as creosote,
13 pentachlorophenol, or copper-chrome arsenate.

Section .030(E)

14
15 Delete all references to Construction and Demolition Waste in sub-sections designating
16 various facilities, as follows:

17 2. Olivine Corporation, 928 Thomas Road, Bellingham (Authorized to
18 recycle and/or incinerate, with or without energy recovery, construction and
19 demolition debris and land-clearing byproducts only unless otherwise approved by
20 the manager. The handling of separated solid waste is covered under subdivision 1
21 of this subsection E, and Section 8.15.070A.7;

22 3. Cedarville (Authorized to receive county solid waste for landfilling, but
23 only under emergency conditions;

24 4. County Construction Recyclers; 1992 Hemmi Road, Everson (Authorized
25 to recycle and/or landfill construction and demolition debris only);

26 5. Point Roberts Disposal; Point Roberts (Authorized to recycle and/or
27 landfill construction and demolition debris only);

Section .060(A)(4)

28
29 Delete language referencing Construction and Demolition Waste, while amending language
30 to provide for 10% surcharge fee to be collected for any solid waste approved to be received
31 by a disposal facility based on volume rather than weight, as follows:

4. A private owner or operator of the disposal site shall have entered into an agreement with the county specifying the rates to be charged by such owner or operator for processing or disposal of county solid waste at such disposal site. The rates shall include payment to the county of \$9.00 per ton of all Solid Waste processed or disposed of at such sites, except in the case of those disposal sites authorized to receive ~~only construction and demolition debris and land-clearing byproducts~~ Solid Waste for a disposal rate based on the volume of waste received for which the fee shall be 10 percent of the gross fees charged by the operator of such sites for processing or disposal of such debris and byproducts Solid Waste. The agreements shall include such other terms as the manager deems necessary to protect the public health, safety, welfare, and for other regulatory purposes.

Section .070(A)(11)

Amend language to exempt the receipt, processing and disposal of Construction and Demolition Waste from Flow Control requirements (Construction and Demolition Waste handling will be limited to State and local health regulations):

11. ~~Processing of construction and demolition waste at recycling facilities to recover all possible materials, including metals, wood, concrete, asphalt and bricks. Nonrecyclable residue shall be disposed of at a designated disposal site which disposal shall be subject to the fee established pursuant to Section 8-15-060A-4 Processing and disposal of Construction and Demolition waste.~~

ADOPTED this 17 day of September 1995.

ATTEST:


Dana Brown-Davis, Council Clerk

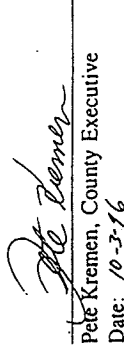
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON


Ward Nelson, Council Chair

APPROVED AS TO FORM:


Civil Deputy Prosecuting Atty.

Approved Denied


Pete Kremen, County Executive
Date: 10-3-16

SPONSORED BY: Consent
PROPOSED BY: Public Works
INTRODUCTION DATE: 10/29/96
ORDINANCE NO. 96-055

AN ORDINANCE AMENDING WHATCOM COUNTY CODE 8.15,
SOLID WASTE DISPOSAL SITES, REGARDING
IN-COUNTY PROCESSING OR DISPOSAL OF SOLID WASTE

WHEREAS, Whatcom County has adopted a Flow Control Ordinance governing the disposal of solid waste generated within Whatcom County which is codified as Whatcom County Code 8.15, and

WHEREAS, it is the County's intent to fully comply with all federal and state laws;

WHEREAS, since the adoption of Whatcom County Code 8.15, the United States Supreme Court in *Carbone v. City of Clarkston* has ruled that the processing and disposal of solid waste is an article of commerce subject to the strictures of the Commerce Clause; and

WHEREAS, Whatcom County has entered into disposal site agreements with certain designated disposal facilities which agreements specifically allow Whatcom County to make changes to the Ordinance to permit delivery of County Solid Waste to either a designated Disposal Site or a location outside of the State of Washington or changes which the County determines in good faith it must make in order to comply with federal and state law; and

WHEREAS, the County desires to clarify portions of the Flow Control Ordinance which are ambiguous or may arguably conflict with federal law;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the following changes be made to Whatcom County Code 8.15:

A. The purpose of this Ordinance is to establish a comprehensive County-wide Solid Waste System for handling all Solid Waste generated in the unincorporated areas of the County and generated in Cities within the County. This system is intended, among other things to:

3. Prevent the in-County Processing or disposal of Solid Waste at locations other than designated Disposal Sites; . . .

Section .010.B:

The County has determined to implement aggressive programs to reduce the amount of Solid Waste that enters the waste stream; to reduce through Recycling and other approved methods, the amount of waste that must be disposed of; to use disposal

facilities with energy recovery prior to disposal facilities without energy recovery or landfilling; and to ensure that facilities Process and dispose of Solid Waste in a manner that will not create a health hazard and that will reduce environmental pollution. These objectives require the County to direct the in-County Processing and disposal of all Solid Waste generated within the unincorporated area of the County and generated within Cities to the Disposal Site or Sites consistent with this Chapter and the Plan.

Section .010.D:

The County, pursuant to powers granted by law, hereby exercises its authority:

1. To control the in-County Processing and disposal of all Solid Waste generated within the unincorporated areas of the County; . . .

Section .030.D:

Unless otherwise permitted by state law, authorized by the County Council, or exempt under Section 8.15.070, it is unlawful for any Person to deliver to or dispose of any County Solid Waste anywhere within the County except at a Disposal Site designated by or pursuant to this Chapter, as amended from time to time. In addition, it is unlawful for any Hauler to deliver or dispose of any County Solid Waste anywhere outside the County except to a location in the United States outside of the State of Washington unless otherwise approved by the Manager and consistent with the Plan.

Section .030.G:

Haulers and other Persons hauling Solid Waste to sites within Whatcom County shall deliver County Solid Waste only to a Disposal Site named in subsection B of this section that is authorized to Process or dispose of the particular type of County Solid Waste being delivered. . .

ADOPTED this 26 day of November, 1996.

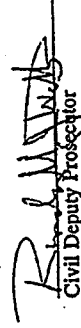
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:


Dana Brown-Davis, Council Clerk


L. Ward Nelson, Council Chair

APPROVED AS TO FORM:


Civil Deputy Prosecutor

Approved Denied


Pete Kremen, County Executive

Date: 10-29-96

APPENDIX K

Recomp Disposal Site Agreement

WHATCOM COUNTY
 CONTRACT NO.
 9604006

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DISPOSAL SITE AGREEMENT

Between:

Recycling and Disposal Services, Inc.

&

Whatcom County

DISPOSAL SITE AGREEMENT

THIS AGREEMENT is made as of the 5th day of April, 1996, by and between WHATCOM COUNTY, WASHINGTON (the "County") and RECYCLING AND DISPOSAL SERVICES ("Operator"), a Washington corporation.

RECITALS

- A. The County is required by state law, Chapter 70.95 RCW, to assume primary responsibility for Solid Waste management in the County and to develop a twenty-year Plan for carrying out such responsibility in accordance with applicable State and federal requirements.
- B. The County has adopted, pursuant to RCW 70.95.090, a Comprehensive Solid Waste Management Plan (the "Plan") that describes existing County Solid Waste handling facilities, the estimated long-range need for such facilities, and provides a program for orderly development of such facilities.
- C. The County is responsible to provide a Solid Waste management infrastructure to fully implement waste reduction and source separation strategies and to ensure that remaining waste is processed and disposed of utilizing the highest priority of handling consistent with Chapter 70.95 RCW and the Plan.
- D. RCW 36.58.040 authorizes the County to establish a System of Solid Waste handling for the unincorporated areas of the County, to designate Disposal Sites, and enter into agreements with operators of Disposal Sites relating to utilization of and rates charged for Solid Waste handling systems, plants, sites, and other facilities.
- E. Operator leases a Solid Waste Processing facility at 4916 Labounty Place, Ferndale, Washington. Operator desires to provide Processing and disposal services for Solid Waste, including County Solid Waste, at the Facility, at Priority Level(s) 2, 5, and 8.
- F. The County, pursuant to Ordinance No. 91-041, adopted June 25, 1991 (the "Flow Control Ordinance"), has established a System of Solid Waste handling, has designated Disposal Sites for all County Solid Waste and has designated the Facility as one of those Disposal Sites.
- G. The County, pursuant to Chapter 39.34 RCW, has entered into interlocal agreements with various Cities in the County pursuant to which each City has authorized the County to designate Disposal Sites for the waste generated in such City.
- H. The County has, by the Flow Control Ordinance, authorized the Solid Waste Manager of the County Department of Public Works or alternate public official designated by the County to

negotiate agreements consistent with the Flow Control Ordinance with each of the private owners or operators of Disposal Sites designated in said Ordinance establishing the maximum rate(s) which may be charged for the services provided at the Disposal Site, among other matters. Such Agreements are subject to Approval by the County Executive and County Council.

I. The County wishes to regulate the maximum rates to be charged by Operator for its Processing and/or disposal services with respect to County Solid Waste and Operator is willing to agree to such maximum-rate regulation in consideration of the County's agreement to continue to designate the Facility as a Disposal Site in the Flow Control Ordinance and in consideration of other matters relating to Operator's Processing and/or disposal of County Solid Waste.

J. This Agreement supersedes any and all prior agreements between the parties.

K. The County, pursuant to Resolution No. 96-002 adopted on January 2, 1996, has resolved that certain clarifying language and performance Standards be utilized in the preparation, negotiation and enforcement of disposal site agreements for all designated Disposal Sites.

AGREEMENT

IN CONSIDERATION of the above recitals and the mutual promises of the parties below, the parties agree as follows:

SECTION I. DEFINITIONS.

As used herein, the following terms shall have the meaning set forth below:

"Affiliate," means, with respect to any Person, any other Person which directly or indirectly controls or is controlled by or is under common control with such Person.

"Ceiling Rate" means the maximum amount which may be charged by Operator for services provided pursuant to the Agreement exclusive of Pass-Through Charges."

"Construction and Demolition Waste" shall have the same meaning as "Demolition waste" contained in WCC 24.08.404, as amended from time to time.

"County Solid Waste" has the same meaning for purposes of this Agreement as that term is given in the Flow Control Ordinance as presently enacted, with the exception that such term shall not include waste originating within the City of Bellingham as long as such waste is governed by provisions of the Recomp/Bellingham Agreement.

"CPI-Seattle Index" means the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Seattle Metropolitan Statistical Area, All Urban Consumers (1967 -- 100). In the event said Index is revised by the Department of Labor and that revision distorts, in the judgment of either party, the operation or effect of Section 10.4, the parties shall negotiate in good faith a revision of Section 10.4 to compensate for such distortion.

"Environmental Law" means any federal, state or local law, code, statute ordinance, rule, regulation, order, decree or guideline regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, including without limitation any Hazardous Substance, now in effect or hereafter promulgated, including without limitation the Model Toxics Control Act (RCW Chapter 70.105D); the Washington Water Power Pollution Control Act (RCW Chapter 90.48); the Washington Hazardous Waste Management Act (RCW Chapter 70.105); the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 1801, et seq.); and any so-called "Superfund" or "Superfund" law.

"Facility" means the Solid Waste handling and Processing facilities, together with related appurtenant structures and equipment, of Operator located at 4916 Labounty Place, Ferndale, Washington.

"Flow Control Ordinance" means Ordinance No. 91-041, adopted by the County on June 25, 1991, as amended or supplemented from time to time.

"Hazardous Substance" means any flammable, explosive, corrosive or radioactive materials, or hazardous, toxic or dangerous wastes, substances or related materials, or any other chemicals, materials, wastes or substances, the use, storage or disposal of which is prohibited, limited or regulated by any federal, state, county, regional or local authority, or any Environmental Law, or which is defined or listed as toxic or hazardous in any Environmental Law or which, even if not so regulated, listed or defined, may or could pose a hazard to health or safety.

"Non-County Solid Waste" means all Solid Waste other than County Solid Waste.

"Operator" means Recycling and Disposal Services, Inc., a Washington corporation, or any corporation into which it is merged or any corporate successor.

"Pass-Through Charges" means all taxes and levies, and all fees, assessments, or other charges of general applicability, including but not limited to the charges imposed by the County in the Flow Control Ordinance or otherwise, levied or imposed directly or indirectly by the United States of America, the State, or any political subdivision or taxing authority thereof (including any agency, public authority, special district, the County, any city, other public instrumentality or any other governmental entity) with respect to Operator, the Facility, the Processing or disposal of Solid Waste, or the Activities or transactions contemplated herein; provided, however, direct taxes and charges not related to the Processing of solid waste, real and personal property taxes, payroll taxes,

taxes on net income of Operator, or of any of its Affiliates, are not Pass-Through Charges unless such charges are established on a basis that discriminates generally against Operator, the Facility, or one or more of the Solid Waste disposal or Processing activities of the type operated by Operator at the Facility, and further provided, that (i) the State Business and Occupation Tax and (ii) any other tax based on the gross receipts of Operator (excluding the State sales or use tax), shall be a Pass-Through Charge. "Pass-Through Charges" shall not include any fines, penalties, fees, assessments or other charges imposed or levied against Operator on account of any failure on Operator's part to comply with any federal, state or local law to which Operator is subject or any failure on Operator's part to comply with the Conditions or requirements of any governmental permit, license, or other authorization.

"Process Residue" means any material remaining after complete Processing has occurred, all useful products have been removed, and the remaining material has been prepared for disposal.

"Process" or "Processing" means an operation to convert a Solid Waste into a useful product or to prepare it for disposal (as stated in WAC 173-304-100(62), Minimum Functional Standards).

"Priority Level(s)" refers collectively to the priority means of processing or disposing of waste pursuant to Section 3(G)(2) through 3(G)(8) of the Flow Control Ordinance and as supplemented by Appendix B to this agreement.

"Recomp/Bellingham-Agreement" means the Amended and Restated Solid Waste Disposal Agreement between Recomp of Washington and The City of Bellingham, dated as of December 22, 1993, and any renewal, extension, amendment or modification of that Agreement.

"Recyclable Materials" means all materials or substances which qualify as recyclable materials under applicable federal, state and local law, including without limitation papers, metals and glass (as provided for by RCW 70.95.030) and compostable materials (as provided for by the Flow Control Ordinance).

The "Standards" refers collectively to the standards specified in Appendix B to this Agreement, which are to be used for the purpose of determining whether a Disposal Site is eligible to receive County Solid Waste pursuant to Priority Level 2 and/or Priority Levels 3 through 5 of the Flow Control Ordinance (i.e., pursuant to Sections 3(G)(2) through 3(G)(5) of that ordinance).

"State" means the State of Washington.

"Ton" means 2,000 U.S. pounds.

"Unseparated Waste" means all County Solid Waste delivered to Operator, regardless of the amount of Recyclable Material which has been recovered prior to such delivery.

Capitalized words and phrases used in this Agreement which are specially defined in the Flow Control Ordinance have the same meanings for Purposes of this Agreement as they are given in the Flow Control Ordinance as presently enacted, except as otherwise expressly provided for herein. References in this Agreement to a "Section" are intended as references to sections of this Agreement unless otherwise expressly indicated; and all references to a particular "Section" encompass any separately numbered or lettered subsections within it.

SECTION 2. OPERATOR RIGHTS AND RESPONSIBILITIES.

2.1 General. In addition to its other obligations stated elsewhere in this Agreement, Operator is responsible: (a) for furnishing all skill, labor, equipment, materials, supplies, and utility services necessary to perform all services which it agrees to provide pursuant to this Agreement; (b) for securing all governmental permits, licenses, and regulatory approvals necessary for the performance of its obligations imposed on it pursuant to this Agreement; (c) for paying all applicable taxes and payments imposed on it by law; and (d) for complying with all applicable federal, state and local laws and regulations.

2.2 Process/Dispose of County Solid Waste. Operator agrees to accept and to Process and/or dispose of all County Solid Waste delivered to the Facility which may be Processed under its applicable licenses, permits, and contracts and which is Processable and/or disposable within the capacities of the Facility; provided, however, that:

2.2.1 Waste received by Operator from any other designated Disposal Facility, or Recycling Facility engaging in exempt activities described in Section 7 of the Flow Control Ordinance is not required to be included in determining whether the performance Standards set out in Section 9.1 and Appendix B have been met.

2.2.2 Operator shall not be obligated to accept and to Process and/or dispose of County Solid Waste if and to the extent that, and for the time period during which, any fire, flood, earthquake, strike or other labor disturbance, accident, war, riot, insurrection, any governmental regulation, restriction, action or judicial order other than one imposed at the instance or suggestion of Operator, act of God or any other similar cause not within Operator's control and which by the exercise of reasonable diligence Operator is unable to prevent, interferes with Operator's performance of such services; and

2.2.3 Operator may refuse to accept County Solid Waste from any Person who violates the reasonable rules established by Operator with respect to its Facility or who is delinquent in the payment of sums owing to Operator.

2.3 Ineligibility. Notwithstanding Section 2.2, Operator shall not accept any County Solid Waste which Operator is ineligible to receive pursuant to the Flow Control Ordinance, the Standards, and the terms of this Agreement.

2.4 Subcontractors.

2.4.1 General Requirements. Operator may utilize one or more additional subcontractors in the performance of any of the services to be provided by Operator pursuant to this Agreement if the subcontractor:

- (a) Has all governmental permits, licenses, and regulatory approvals necessary for the performance of the subcontracted services; and
- (b) Has the demonstrable capability and the available capacity to provide the subcontracted service; and
- (c) Is not the generator of the County Solid Waste with respect to which it performs its subcontracted services.

The use of the subcontractor shall be subject to prior Approval by the County Council, which shall not unreasonably be denied or delayed. Any request by Operator for Approval of a subcontractor shall be accompanied by:

- (i) such information as is requested by Manager and reasonably available, to verify that the subcontractor satisfies the requirements of section 2.4.1; and
- (ii) the duly-authorized and executed written agreement of the proposed subcontractor, to be effective automatically upon the County Council's Approval of the proposed subcontractor, to provide the subcontracted service with respect to all County Solid Waste delivered by Operator to the proposed subcontractor, to comply with and perform all obligations which Operator would have to the County under this Agreement if it were Operator performing the subcontracted service (with the exception that the subcontractor shall not be obligated to pay any additional fee to the County, and shall not be limited in what it may charge to Operator as a tipping fee for the County Solid Waste which Operator delivers to it), and to submit to the jurisdiction of the Superior Court of Whatcom County in any action by the County to enforce such obligations.

The terms and conditions of this Section 2.4.1 shall apply only to subcontractors who provide services used by Operator to achieve or maintain eligibility to accept County Solid Waste under any of Priority Levels 2 through 6 of the Flow Control Ordinance (Sections 3(G)(2) through 3(G)(6) of that ordinance) in accordance with the Standards.

2.4.2 Primary Obligation. The use by Operator of a subcontractor shall not relieve the Operator of any of its obligations under this Agreement; rather, the Operator shall be jointly and severally obligated with the subcontractor for the performance of any services performed for or on behalf of the Operator by any subcontractor.

2.4.3 All subcontractors shall meet the requirements set out in Section 2.4.1. Subcontractors which have been approved at the time this Agreement is signed are listed in Appendix A which shall be amended to add or delete subcontractors as necessary.

2.5 Weigh Scales and Scale Testing.

(a) Weight Scales and Records. Operator shall operate and maintain permanent truck weigh scales at the Facility and shall weigh all vehicles delivering Solid Waste to the Facility and record the weights thereof; provided, however, Operator may waive, with the Approval of the Manager, weighing those vehicles of persons other than Haulers delivering either small loads or materials which are more appropriately estimated on a volume basis. The weight of such small loads or materials in that case shall be an estimated amount determined on a basis approved by the Manager and consistent among Disposal Sites. Operator shall maintain daily records of total Tonnage of Solid Waste delivered to the Facility. All weight records shall be retained for at least six (6) years and shall be available to the County for inspection on reasonable notice and a summary of such records shall be submitted monthly by Operator to the County.

(b) Inspection and Testing of Scales. Operator shall obtain and maintain scale certification as required by law. The County may inspect and test the scales at its own cost and expense once quarterly (or more frequently, if the County reasonably believes that the scales are not accurately representing waste deliveries to the Facility) upon prior request to Operator and in the presence of a representative of Operator, provided that any inspection conducted in accordance with this section shall not unreasonably interfere with Operator's operations.

2.6 Closure and Post Closure. Operator shall be responsible for all closure and post-closure requirements imposed on it by law relating to the Facility. Nothing in this subsection, however, shall be construed to restrict or limit Operator's right to seek recourse against any potentially responsible party for remediation costs.

2.7 Payment to County of Disposal Fee Surcharge. Operator shall collect from each Person delivering County Solid Waste to the Facility, a disposal fee surcharge as provided below. The disposal fee surcharge shall be payable by Operator to the County on the last day of the succeeding month, (e.g., disposal fee surcharges which Operator is obligated to collect in January shall be paid by Operator to the County no later than the last day of February) in the amount of nine dollars (\$9.00) per ton of County Solid Waste (except Source Separated Recyclable Materials) Processed or disposed of at the Facility during the preceding month.

The disposal fee surcharge shall not apply to materials which are Processed and/or disposed of through an exempt operation(s) under Section 7 of the Flow Control Ordinance. The County may discontinue or change the amount of the disposal fee surcharges required under this section so long as the change is made applicable to all Disposal Sites.

SECTION 3. COUNTY RESPONSIBILITIES.

3.1 Designation of Facility as Disposal Site and Opportunity to Compete. So long as Operator is not in default under the terms of this Agreement, the County shall designate the Facility as a Disposal Site.

3.1.1 This Agreement is not intended to be exclusive and nothing herein contained shall be construed to prevent the County from contracting with other service providers to provide Solid Waste disposal and Processing services or from designating other facilities as Disposal Sites, nor to prevent Operator from contracting to provide disposal and Processing services to third parties.

3.1.2 The County intends that the System for handling Solid Waste be an open and fair one, and to that end, covenants not to enact legislation or adopt rules, through the amendment, repeal, or supplementation of the Flow Control Ordinance and the Standards prior to December 31, 2010, the effect of which would be to deny Operator the continuous opportunity to compete with other solid waste handling facilities to provide disposal and Processing services, subject to generally applicable Solid Waste disposal criteria and/or performance standards established by the County.

3.2 Compensation For Damage Or Loss Caused By Certain County Actions.

3.2.1 The County agrees to pay to Operator an amount equal to the reduction in net revenues which Operator generates through the provision of disposal and Processing services for County Solid Waste in accordance with this Agreement, occurring solely and directly as the result of any amendment, supplementation, or repeal of County ordinances or regulations (including but not limited to the Flow Control Ordinance, prior to May 31, 2000, other than changes:

- (i) which the County in good faith determines it must make in order to comply with federal and State law;
- (ii) not inconsistent with the Standards and which encourage reductions in the generation of County Solid Waste, and/or increases in source separation of Recyclable Materials;
- (iii) to exempt Construction and Demolition Waste from the coverage and designation requirements of the Flow Control Ordinances; and/or
- (iv) as a result of local referendum or initiative which are not initiated or sponsored by the County Council.

(v) to permit delivery of County Solid Waste to either a designated Disposal Site or a location outside of the State of Washington.

(vi) to the Standards made pursuant to Section 9.3.

SECTION 14. LIMITATION OF COUNTY RESPONSIBILITY.

The County shall have no responsibility regarding the quality, quantity, character or composition of County Solid Waste delivered to the Facility, except that the County agrees to use all reasonable measures that it may lawfully employ to prevent the delivery to the Facility of Hazardous Substances. This Agreement is not a "put-or-pay" contract, and the County is not obligated to cause any County Solid Waste to be delivered to the Facility. This section shall not alter the County's obligation to enforce the Flow Control Ordinance pursuant to Section 3.3.

SECTION 15. OPERATOR REPRESENTATIONS AND WARRANTIES.

The Operator represents and warrants to the County as follows:

1. Organization and Authority. The Operator is duly incorporated, validly existing, and in good standing under the laws of the State of Washington, and has all requisite corporate authority to enter into and perform its obligations under this Agreement.

2. Authority.

(a) Operator has been duly authorized to execute this Agreement, to make the representations and warranties set forth in it, and to perform the obligations of Operator under it in accordance with its terms.

(b) Neither the execution of this Agreement nor performance by Operator of its obligation hereunder conflicts with or will conflict with or result in a breach of any instrument, restriction, covenant, agreement, or other undertaking to which Operator is bound.

3. Government Authorizations and Consents. Operator has such licenses, permits and other authorizations from federal, state and governmental authorities as are necessary for the performance of its obligations under this Agreement. Appendix A contains a description of the facility along with a list of all such required authorizations.

SECTION 6. COUNTY REPRESENTATIONS AND WARRANTIES.

6.1 The County represents and warrants to Operator that it is a political subdivision duly organized and validly existing under the constitution and laws of the State.

6.2 The County has been duly authorized to execute this Agreement, to make the representations and warranties set forth in it, and to perform the obligations of the County in accordance with its terms.

6.3 Neither the execution of this Agreement nor performance by the County of its obligations hereunder conflicts with or result in the breach of any instrument, restriction, covenant,

For purposes of this section, reduction in net revenues shall be determined by calculating the difference between any reductions in the Operator's revenues and any reductions in the Operator's costs.

The County shall not be obligated to compensate Operator for reductions in net revenues which would have occurred regardless of any such change in law. The Operator shall have the burden of establishing by a preponderance of the evidence that any lost revenues claimed by Operator pursuant to this Section 3.2.1 derive solely from such change in County law.

3.2.2 The County shall have no obligation to compensate Operator for changes in County laws or rules occurring after May 31, 2000, nor liability for any loss or claim of damages in excess of lost net revenues, as, and to the extent provided in Section 3.2.1.

3.2.3 This Agreement does not confer upon Operator any right to challenge or to seek to enjoy any repeal, amendment, adoption or other change of any law imposed or applied by the County which Operator would not enjoy in the absence of this Agreement.

3.3 Enforcement of Flow Control Ordinance. The County agrees to take all reasonable steps necessary to enforce compliance with the Flow Control Ordinance and the Standards, and all other County laws pertaining to the delivery and disposal of County Solid Waste. Such enforcement shall be accomplished by the means provided in Sections 9 and 12 of the Flow Control Ordinance.

3.4 Other Disposal Site Agreements. The County acknowledges that the System of Solid Waste management which the County has adopted is one which is designed to encourage Disposal Sites to compete among themselves to make available the highest priority Processing and disposal services, and that material differences in terms between disposal site agreements entered into by the County with owners or operators of designated Disposal Sites could unfairly confer a competitive advantage or disadvantage on one or more Disposal Sites. Consequently, all disposal site agreements entered into by the County prior to May 31, 2000, shall rely on the same Standards and additional specific terms in other disposal site agreements which are not in conflict with the terms in this agreement, state and federal law, and county regulations. Additional terms shall be permitted only if they do not confer an advantage not enjoyed by all disposal sites under their respective disposal site agreements. The designation of the Priority Level(s) applicable to other Disposal Sites under other disposal site agreements in each instance shall be based upon the County's reasonable determination that the Disposal Site is capable of satisfying the Standard applicable to such Priority Level(s).

agreement, or undertaking to which the County is party or by which the County is bound, and does not violate or conflict with the County's Charter or ordinances of the County.

SECTION 7. INTERLOCAL AGREEMENTS. After an interlocal agreement with a City has been executed, and for so long as the Flow Control Ordinance remains in effect during the term of this Agreement, the County agrees that it will use good faith efforts to not enter into or permit any material modification to such agreement, nor relinquish any of its rights or release that City from any of that City's obligations under such interlocal agreement, if any such modification, relinquishment or release, individually or taken together with all such prior modifications, relinquishments or releases, would materially affect the applicability of the Flow Control Ordinance to or within any City or the obligation of any City to comply with the Flow Control Ordinance. The County agrees to perform all of its obligations under each such interlocal agreement sufficient to obligate the City to perform thereunder.

SECTION 8. OWNERSHIP OF COUNTY SOLID WASTE DELIVERED TO FACILITY.

Title to County Solid Waste received by Operator and which Operator is eligible under the Flow Control Ordinance and this Agreement to accept, including Recyclable Material, shall pass to Operator upon the unloading of such County Solid Waste at the Facility.

SECTION 9. FACILITY OPERATIONS.

9.1 Scope of Operation; Level Designation.

9.1.1 Eligibility To Accept County Solid Waste. Operator warrants that it has the capability as of the execution of this Agreement to provide, at its Facility, Processing and disposal services at Level(s) 2, 5 and 8 (as described in Section 3(G) of the Flow Control Ordinance and the Standards). The County has determined that the Operator has the capability of operating as a Level 2, 5, and 8 facility. Based on this determination, the County specifies the facility as a Level(s) 2, 5 and 8 Disposal Site. The description of the Operator's available Processing and disposal services are described in Appendix A, with the following limitations as to the utilization of Operator's available Processing and disposal services:

(a) The Flow Control Ordinance requires all County Solid Waste to be delivered to the Disposal Site(s) which have the technical capability and available capacity to Process or dispose of such waste at the highest priority means of Processing or disposing of that waste, as described in Section 3(G) of the Flow Control Ordinance;

(b) Operator shall be free to accept County Solid Waste to the extent of Operator's capacity to Process and/or dispose of waste at a specific Priority Level so long as there is no available capacity at a higher Priority Level at any designated Disposal Site;

(c) If at any time Operator fails to satisfy the Standard applicable to a specific Priority Level, Operator shall be free to Process and/or dispose of County Solid Waste at any lower Priority Level, provided that Operator satisfies the Standard applicable to such lower Priority Level and there is no available capacity at a higher Priority Level at any other designated Disposal Site; and,

(d) At all times the Operator will use its best reasonable efforts to operate at the highest Priority Level at which it is capable of operating.

2.1.2 Satisfaction of Standards. The Manager shall make a determination as to whether the Standards for a given Priority Level are being satisfied. Operator will provide the County with information in such form and containing such content as the Manager reasonably may prescribe, both as to Operator and as to any subcontractor of Operator, sufficient to enable the Manager to determine the Priority Level(s) at which Operator is eligible to operate within thirty (30) days following the end of each month and at any other time that such information may be required by the Manager in order to administer the Flow Control Ordinance.

Operator's satisfaction of the Standards shall be determined by considering the cumulative percentage of recovery of Recyclable Materials from County Solid Waste achieved by Operator during the preceding three hundred sixty-five (365) days. However, within any such 365-day period the following days shall be ignored:

(a) any days prior to the execution of this Agreement; and

(b) any days during which the Operator is unable to satisfy the standards applicable to any Priority Level established in this agreement as a consequence of any act of God, war, civil disturbance, fire or other casualty, vandalism, sabotage, or other similar cause beyond the reasonable control of Operator or the subcontractor, provided that Operator and/or the subcontractor is undertaking diligent and continuous good faith efforts to resume Processing/disposal services at that Priority Level at the earliest practical date.

If at any time the Manager determines that the Operator is not meeting the Standards of a Priority Level, then, pursuant to a written request by the Manager, the Operator shall provide within 30 days reasonable evidence demonstrating that the Operator has the capability to satisfy the Standards within a reasonable period of time. If satisfactory evidence is not provided the Manager, by written notice, shall declare the Operator ineligible to receive County Solid Waste at the Priority Level and make a determination of what, if any, lower Priority Level the Operator may Process and/or dispose of County Solid Waste.

2.1.3 Operation Grace Period.

Upon written notice by Operator proposing to begin operation at a Priority Level and acceptance of the proposal by the Manager, the Operator shall have a three month grace period to

satisfy the Standards for the Priority Level, but only so long as there exists County Solid Waste available to the proposed Priority Level and the Operator uses its continuous best efforts to meet those Standards during such time period. If, during this time period, the Standards are not met or the Manager determines that the Operator has not used its continuous best efforts to meet the Standards, the Operator will no longer be deemed to be eligible to Process and/or dispose of County Solid Waste at the specified Priority Level.

2.1.4. Calculation of Recovery of Recyclables. The following rules shall be employed in determining the extent to which Recyclable Materials are recovered from County Solid Waste by Operator or by any subcontractor which Operator is permitted to use under Section 2.4 for purposes of the Standards:

(a) If Operator or the subcontractor(s):

(i) elects to segregate County Solid Waste and Non-County Solid Waste and keep separate records for each, then satisfaction of the Standards shall be determined exclusively with reference to the segregated County Solid Waste; or

(ii) elects to commingle County Solid Waste which it receives with Non-County Solid Waste, then satisfaction of the Standard shall be determined on a combined basis with reference to all County Solid Waste and the Non-County Solid Waste with which it is commingled.

(b) Only those Recyclable Materials that are recovered through the sole and ongoing actions and efforts of the Operator or the subcontractor(s), shall apply towards the satisfaction of Standards.

(c) Recyclable Materials are not to be considered as having been recovered for purposes of the Standards if the extent of their recovery attributable to the actions of the Operator or subcontractor(s) cannot reasonably be measured.

2.2. Amendments to the Scope of Operation (Appendix A). Should any change occur within the Operator's available Processing and/or disposal Priority Level(s) and/or the capacity of each, Appendix A shall be amended by the Manager noting such changes and a copy of such amendment shall be transmitted by the Manager to all other designated Disposal Sites.

2.3. Amending Priority Level 2 Standards. If at any time it reasonably appears to the County that it is not possible for substantially all County Solid Waste in the system consistently to be Processed at Priority Level 2, in accordance with the Standard applicable to that Priority Level, the County shall be free (without incurring any liability to Operator) unilaterally to reduce the percentage recovery of Recyclable Materials required by that Standard to a percentage reasonably determined to be the maximum recovery percentage consistently achievable within the system with respect to substantially all County Solid Waste, provided that the reduction is applied to all

designated Disposal Sites. If the County elects to make such a unilateral reduction, a revised substitute Appendix B shall be attached to this Agreement reflecting the reduction.

2.4. Inapplicability of Section. The provisions of this Section 9.1 shall cease to apply if the County repeals the Flow Control Ordinance or amends it in such a manner as to make the application of this section unreasonable or nonsensical.

SECTION 10. RATES CHARGED FOR PROCESSING/DISPOSAL OF COUNTY SOLID WASTE.

10.1 Overview of Rates. The Ceiling Rate charged by Operator for services provided pursuant to this agreement shall not exceed \$80 per ton as adjusted annually for changes in the CPI pursuant to Section 10.4. The total amount (tipping fee) charged by Operator to all Haulers that deliver County Solid Waste to the Facility shall not exceed the Ceiling Rate plus all Pass-Through Charges. The total amount charged to all other persons that deliver County Solid Waste to the Facility shall not exceed 125% of the Ceiling Rate, plus the total of all Pass-Through Charges (which amount shall be rounded up to the next higher whole dollar). Operator shall be free at any time in its discretion to charge less for its services than the Ceiling Rate permitted by this Agreement.

Notwithstanding the foregoing, this Section 10 shall not apply to Solid Waste delivered to the Facility pursuant to any contract binding on Operator of the kind referenced in Section 6B(1) or (2) of the Flow Control Ordinance.

10.2 Definitions. Accounting terms used in this Section 10 shall have the meanings ascribed to them by generally accepted accounting principles unless such GAAP meanings are inconsistent with the definitions set forth in Section 1, in which case the Section 1 definitions shall control.

10.3 Initial Maximum Rate. For the period beginning on the date of this Agreement and ending May 31, 1997, the Ceiling Rate shall be \$80 per Ton.

10.4 Adjustment of Ceiling Rate for CPI Change. For the year beginning June 1, and for each succeeding year thereafter beginning June 1, the Ceiling Rate in effect for the previous year shall be adjusted upwards by 80% of the percentage increase, or downwards by 80% of the percentage decrease, in the CPI-Seattle Index during the year ending on the immediately preceding December 31. The adjusted Ceiling Rate shall become the "Ceiling Rate" as such term is used herein. The County shall give written notice thereof to each City, to each Hauler operating in the County and in each City, and to the Washington Utilities and Transportation Commission a minimum of three (3) months before the rate increase is to take effect.

10.5 Changes to Ceiling Rate. After May 31, 2000 Operator may request an additional increase to the Ceiling Rate which is in effect pursuant to Sections 10.3 and 10.4. Any such increase in Ceiling Rate under this Section shall become effective only after the County Council has

approved of such increase, which approval the County will not unreasonably delay or withhold. However, the County shall be free, in considering any request by Operator for such an increase, to take into consideration the cost effectiveness of the Operator's services if the increase is approved in comparison to the cost of other Processing and disposal options.

Operator's request for an increase in the Ceiling Rate pursuant to this Section shall be accompanied by a fully documented explanation of the proposed change and the reasons it is necessary. Within 45 days of the request, the parties shall discuss in good faith any differences in position and shall document in a written memorandum the adjusted Ceiling Rate including the additions agreed upon. The new adjusted Ceiling Rate shall become effective on the first day of the fourth month following the date that written notice has been given to each Hauler operating in the County and each City and to the Washington Utilities and Transportation Commission.

10.6 Pass-Through Charges. Pass-Through Charges in effect on the date on this Agreement, with respect to County Solid Waste delivered to the Facility by Haulers, are as follows: County disposal fee surcharge not to exceed \$9.00 per Ton (the County may consider from time to time reducing the amount to be charged as a disposal fee surcharge) and State Business and Occupation Tax of 2.09%, the combined effect of which is \$11.09. Pass-Through Charges in effect on the date of this Agreement, with respect to County Solid Waste delivered to the Facility by persons other than Haulers are as follows: County disposal fee surcharge of \$9.00 per Ton; State Business and Occupation Tax of 2.09%; and State refuse collection tax of 3.6%. This level of Pass-Through Charges will increase or decrease only as a result of changes in the Pass-Through Charges currently in effect or due to the imposition of new Pass-Through Charges. It is noted that no County Health Department fee is in effect as of the execution of this Agreement.

Operator shall give the County thirty (30) days' prior written notice of any new or increased Pass-Through Charge which Operator intends to impose, stating with particularity in the case of any new charge the basis upon which Operator contends that such charge constitutes a Pass-Through Charge as defined by this Agreement. If in any instance the County disagrees with Operator's contention that it is entitled to impose the new or increased charge reflected in its written notice as a Pass-Through Charge, the County within such thirty (30) day period may institute arbitration proceedings pursuant to Section 21 to determine Operator's right to impose such new or increased charge as a Pass-Through Charge. Except as otherwise may be agreed by the parties in writing, a failure by the County to initiate such an arbitration proceeding shall be deemed as concurrence by the County that the new or increased charge may be imposed by Operator as a Pass-Through Charge.

10.7 Arbitration of Ceiling Rate and Other Adjustments if Parties Cannot Agree. In the event the parties cannot agree on a new adjusted Ceiling Rate, a change to the Pass-Through-Charges or the interpretation or application of any other provision contained in this Section 10, the dispute shall be resolved by arbitration pursuant to Section 21 on the written request of either party.

Until the parties agree to a new Ceiling Rate or new additions, or upon any new or increased Pass-Through Charge, which become the subject of any such arbitration, the previously applicable

Ceiling Rate or Pass-Through Charges (as the case may be) shall continue to apply. However, the arbitrator or arbitrators may reflect in the new Ceiling Rate, the new additions or reductions, or any new or increased Pass-Through Charges (as the case may be) set in the arbitration proceeding, the net revenue lost or gained by Operator during such proceeding and interest on said sum at Operator's Borrowing Rate.

Any new Ceiling Rate and any additions determined by arbitration or agreed upon in the course of arbitration shall become effective on the first day of the fourth month succeeding the date that written notice thereof has been given to each Hauler operating in the County and each City and to the Washington Utilities and Transportation Commission. Any new or increased Pass-Through Charges shall become effective on the first day of the second month following such a notice to Haulers.

10.8. Operator agrees to receive and dispose of at least 50 tons of solid waste per calendar year at no cost to the generator of such waste. Determination of who may benefit from the free disposal opportunities and the scheduling for receipt and disposal of such waste shall be as mutually agreed to by the Manager and Operator.

SECTION 11. CHANGES TO STANDARDS. Any repeal of or changes to the Standards enacted by the County shall be applicable to all Disposal Sites and shall not conflict with the County's obligations under Section 3.1.2. If the Standards are changed or repealed by the County, a revised substitute Appendix B shall be attached to this Agreement reflecting the change or repeal. This section does not affect the obligations of the County set out in Section 3.2.

SECTION 12. TERM OF AGREEMENT; SURVIVAL OF OBLIGATIONS. This Agreement shall take effect on the date of execution and, unless sooner terminated as provided in Section 13, shall remain in full force and effect through midnight of December 31, 2010, at which time it shall terminate and except as provided in Section 12.2 below, all obligations of the County and Operator herein shall cease.

12.1 Effect of Changes to County Regulations. If, at any time after May 31, 2000 the County repeals or makes amendments to the Flow Control Ordinance or Standards which render Sections of this Agreement meaningless or invalid, then those Sections of the Agreement shall be deemed severed and have no further force or effect. The remaining provisions of the Agreement shall remain in effect until midnight of December 31, 2010.

12.2 Survival of Obligations.

12.2.1 The County's obligation under Section 16 of this Agreement shall survive expiration or sooner termination of this Agreement.

12.2.2 Operator's obligations under Sections 14, 16, and 19 of this Agreement shall survive expiration or sooner termination of this Agreement.

SECTION 13. DEFAULT AND REMEDIES.

Neither party shall be in default under this Agreement except by means of that party's action or inaction described in this Section 13. The remedies described in this Section 13 shall be the exclusive remedies available to each party under this Agreement. The exclusivity of such remedies, however, shall not be deemed to preclude the County from declaring an emergency under the Flow Control Ordinance in any circumstance in which such a declaration is necessary and appropriate.

13.1 Operator Events of Default. A Operator "event of default" shall mean any of the following events or conditions which shall have occurred and be continuing, unless such event or condition is expressly excused by the terms of this Agreement or is the result of an act or omission of the County:

(a) Operator, for a reason or reasons other than the performance of repair and maintenance of the Facility at reasonable intervals and for a reasonable period of time in any such interval, fails or refuses, which failure or refusal continues for a period of three (3) days or more after written notice thereof by the County, to accept for Processing or disposal all County Solid Waste which is delivered to the Facility and which Operator is obligated to accept under this Agreement and/or the Flow Control Ordinance.

(b) Operator's representations and warranties contained in Section 5 shall have proved to be materially false and Operator has been unable or unwilling to remedy such falsity during the thirty (30) days following the County's written notice thereof to Operator;

(c) Operator has filed, or consented by answer otherwise to the filing against it of, a petition for relief or reorganization in bankruptcy, for liquidation, or to take advantage of any bankruptcy or insolvency law of any jurisdiction; or makes an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency laws; consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, with respect to any substantial part of its property; is the subject of an order for relief in any involuntary case under Title 11 of the United States Code; or takes corporate action for the purpose of any of the foregoing;

(d) A court or governmental agency of competent jurisdiction enters an order appointing, without the consent of Operator, a custodian, receiver, trustee or other officer with similar powers with respect to Operator or any substantial part of Operator's property, or if an order for relief is entered in any case or proceeding for liquidation or reorganization of Operator, or ordering the dissolution, winding up or liquidation of Operator, or if any petition for any such relief is filed against Operator in any court of appropriate jurisdiction and such order or petition as the case may be, has not been vacated or dismissed, within ninety (90) days; and

(e) Operator is in material breach or default with respect to any other of its obligations (including but not limited to its obligations under Section 9.1) contained in this Agreement, and the breach or default continues for more than thirty (30) days following written notice by the County to Operator to remedy the material breach or default.

13.2 County Remedy for Operator Event of Default. If a Operator event of default shall have occurred, then the County may take one or more of the following actions:

(a) amend, modify, or repeal the County's designation of the Facility as a Disposal Site under the Flow Control Ordinance and Section 3(E) or Section 9 thereof;

(b) terminate this Agreement;

(c) exercise its rights under Section 14;

(d) seek to recover money damages caused by the Operator event of default; or

(e) seek specific performance by Operator of its obligations under this Agreement, or other equitable relief.

Any action by the County taken under Section 13.2(d) or (e) shall be taken by means of arbitration pursuant to Section 21, with the exception that the County shall be free without first resorting to arbitration to seek and obtain any temporary, preliminary or permanent injunctive relief as may be necessary to restrain any material violation by Operator of the Flow Control Ordinance or any other law by which the County regulates the flow of County Solid Waste. In addition to the remedies provided for by this Section 13.2, the County shall be free to pursue such actions or proceedings against Operator or others as may be available to the County on account of the delivery of County Solid Waste to Operator in violation of the Flow Control Ordinance or any such other law by which the County regulates the flow of County Solid Waste.

13.3 County Event of Default. A County "event of default" shall mean any of the following events or conditions which shall have occurred and be continuing, unless such event or condition is the result of a fire, flood, earthquake, strike or other labor disturbance, accident, war, riot, insurrection, any federal or State governmental regulation, restriction, action or judicial order other than one imposed at the instance or suggestion of the County, any act of God, or any other similar cause not within the County's control and which by the exercise of reasonable diligence the County is unable to prevent, or is the result of an act or omission of Operator:

(a) The County's representations and warranties contained in Section 6 shall have proven to be materially false and the County has been unable or unwilling to remedy such falsity thirty (30) days after Operator's notice thereof to the County;

(b) The County is in material breach or default with respect to any other of its other obligations contained in this Agreement, and such breach or default continues for more than thirty (30) days after written notice by Operator to the County of the County's material breach or default.

13.4 Operator Remedy for County Event of Default. If a County event of default shall have occurred and be continuing, Operator may take one or more of the following actions:

- (a) terminate this Agreement;
- (b) seek to recover money damages sufficient to compensate it for the damage caused by the County event or default; or
- (c) seek specific performance by the County of its obligations under this Agreement, or other equitable relief.

Any action taken by Operator under Section 13.4(b) or (c) shall be taken by means of arbitration pursuant to Section 21, with the exception that Operator shall be free without first resorting to arbitration to pursue any equitable relief necessary to obtain prompt and continuing enforcement by the County of the Flow Control Ordinance or any other law by which the County regulates the flow of County Solid Waste. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Operator shall have no right to seek or obtain money damages from the County on account of any County event of default which is based upon a breach or default by the County with respect to the County's obligations pursuant to Section 3.3 ("Enforcement of Flow Control Ordinance"); but Operator shall be free in the case of any such County event of default to seek and obtain such judicial injunctive or other equitable relief as may be appropriate, without first resorting to arbitration.

SECTION 14. SECURITY FOR PERFORMANCE - ACCESS EASEMENT.

To further secure Operator's performance of its obligations under this Agreement, Operator agrees contemporaneously with the execution of this Agreement to grant to the County an easement in the form attached hereto as Appendix C (or to cause the owner of the real property on which the Facility is located to execute such easement, if Operator is not the owner thereof), making available to the County on a temporary basis any transfer station at the Facility if Operator completely abandons all Processing and disposal operations at the Facility for a period of three (3) or more consecutive working days. Such easement shall be granted by Operator within thirty (30) days of the execution of this Agreement by means of a proper instrument duly recorded in the records of Whatcom County, shall be over and across Operator real property for the purpose of ingress and egress to the existing Facility transfer station, shall be for the benefit of the County and commercial haulers of County Solid Waste duly authorized by the County to use the easement, shall be effective for a period of ninety (90) days following Operator's complete abandonment of all Processing and disposal operations at the Facility for a period of three (3) consecutive working days or more.

SECTION 15. INSURANCE.

15.1 General. At all times during the term of this Agreement, Operator shall maintain and pay for the insurance coverage designated in this section from an insurance company or companies readily acceptable to the County that are qualified to do business in the State of Washington. The required insurance coverage shall be written by an admitted insurer in the State of Washington with a current A.M. Best rating of at least A VI. Operator shall give the County thirty (30) days prior written notice of any cancellation, reduction, or modification of the insurance required under this section.

15.2 Coverage. The amount and extent of coverage shall be (a) reasonable in relation to the risks to be insured against; (b) comparable to insurance customarily carried by companies conducting operations similar to those being conducted at the Facility; (c) available at reasonable cost; and (d) have a deductible amount reasonably suited to Operator and its operations. Operator shall maintain insurance against the following risks, at a minimum:

- Extended bodily injury
- Coverage for acts of employees
- Premises/operations liability (M&C)
- Owner's and contractor's protective liability
- Blanket contractual liability
- Broad form property damage liability
- Personal injury (including coverage A, B, C) and coverage for acts of employees
- Automobile liability, including coverage for owned, leased, or hired vehicles
- Explosion, collapse, underground damage (referred to as "XCU")

15.3 Claims Made. If any coverages are on a claims made form, the retroactive date shall be prior to or coincident with the beginning date of the contract, and the policy shall state that coverage is claims made, and state the retroactive date. The Operator shall execute a form of guarantee acceptable to the County to assure financial responsibility for liability for services performed for a period of three (3) years following the completion of the contract (for example, that claims made form coverage shall be maintained by the Operator for a minimum of three (3) years following the termination of the contract and the Operator shall annually provide the County with a fully executed Certificate of Insurance as proof of renewal).

SECTION 16. INDEMNIFICATION/LIABILITY TO OTHER DISPOSAL SITES.

16.1 Operator Indemnification of County. The Operator shall indemnify, hold harmless and defend the County against any and all damages, penalties, costs, claims, demands, suits, causes or actions, and expenses (including reasonable attorneys' fees) that may be imposed upon or incurred by the County as a result of:

- (a) any claim resulting from the breach of this Agreement by the Operator or the negligence or willful misconduct of Operator, its directors, officers, employees, agents or

be resolved by arbitration pursuant to Section 21 of this Agreement. Any action for specific performance or other equitable relief may be pursued without first resorting to arbitration. Jurisdiction shall be in the Superior Court of Whatcom County.

16.3.1 In any such legal action, the prevailing party shall have the right to collect from the non-prevailing party reasonable attorneys' fees and other expenses incurred in the prosecution or defense (as the case may be) of such action, if, but only if, the disposal site agreements of both Operators contain a substantially equivalent obligation to pay attorney fees.

16.3.2 Operator does not consent to attorneys' fees and expenses being awarded by the court, in accordance with this Section, to the prevailing party in any action brought under this Section.

SECTION 17. RELATIONSHIP OF PARTIES. NO THIRD PARTY BENEFICIARIES.

17.1 Relationship of Parties. Except as otherwise explicitly provided herein, neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute either party a partner, agent, or legal representative of the other party, or create any fiduciary relationship between the parties.

17.2 Third Party Beneficiaries. Operator and the County agree that, except as otherwise expressly provided for by this Agreement, this Agreement and the rights and obligations created by this Agreement are solely for the benefit of the parties hereto.

SECTION 18. ASSIGNMENT, SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of Operator and the County, together with their respective successors and assigns. Operator may assign this Agreement only with the written consent of the County, obtained in advance, which consent may not be unreasonably withheld.

SECTION 19. FINANCIAL RECORDS AND AFFIDAVIT.

19.1 Inspection of Financial Records. Operator shall maintain at the Facility office at all time during the term of this Agreement and for a period of time of not less than six (6) years thereafter: (a) records pertaining to Operator's performance of its obligations under this Agreement; (b) the records of Solid Waste delivered to the Facility required to be kept by Operator pursuant to Section 2.5(a) and Section 20; and (c) data and computations supporting any request for adjustment of the Ceiling Rate made by Operator pursuant to Section 10. The Manager or the Manager's designee shall have the right at reasonable times, and on reasonable prior notice to inspect and to copy at the County's expense all records of Operator which Operator is not otherwise obligated to furnish to the Manager pursuant to this Agreement, if and to the extent that the Manager reasonably determines

subcontractors in the performance of Operator's obligations hereunder or the operation of the Facility; and/or

(b) the presence or suspected presence of any Hazardous Substance in, on, or under, or migrating from, the Facility or the property upon which the Facility is located, or the violation or alleged violation of any Environmental Law, regardless of whether such presence or violation commenced or occurred prior to or during the term of this Agreement; and/or

(c) any closure costs for which Operator is responsible pursuant to Section 2.6 ("Closure and Post-Closure Costs");

Provided, that Operator shall have no obligation under this provision to indemnify the County for any such matter to the extent that such matter arises from the County's breach of this Agreement, or from the negligence or other misconduct or omission of the County or any City or their respective employees, officers, or agents.

16.2 County Indemnification of Operator. The County shall indemnify, hold harmless, and defend Operator against any and all damages, penalties, costs, claims, demands, suits, causes or actions, and expenses (including reasonable attorneys' fees) that may be imposed upon or incurred by Operator as a result of any third-party claim resulting from the breach of this Agreement by the County or from the County's negligence or willful or other tortious misconduct or that of its employees, agents, or contractors in the performance of the County's obligations under this Agreement; provided, that the County shall have no obligation under this provision to indemnify Operator for any matter to the extent that such matter arises from Operator's breach of this Agreement, or from the negligence or other misconduct or omission of Operator or its employees, officers, or agents.

16.3 Right Of Other Disposal Sites To Enforce Obligations. Operator acknowledges and agrees that its obligation pursuant to this Agreement to comply with the Flow Control Ordinance (as clarified and supplemented by the Standards), and its obligation to refrain from accepting, Processing or disposing of any County Solid Waste which Operator at any time is or becomes ineligible to receive by virtue of the hierarchy of waste handling methods established by the Flow Control Ordinance and the Standards, are intended for the benefit of both the County and all other Disposal Sites, each of which shall be a third-party beneficiary of such obligations to the extent set out in this Section. Operator may be held liable to the owner or operator of any other Disposal Site who has complied with the conditions for designation set forth in the Flow Control Ordinance for any loss or damages sustained by such other owner or operator as a consequence of any such breach by Operator and/or any subcontractor(s) of Operator. In addition, Operator may be held liable, in any action brought by the owner or Operator of any other Disposal Site who has complied with the conditions for designation set forth in the Flow Control Ordinance, for injunctive or other equitable relief as may be necessary to restrain any threatened or existing breach by Operator of such obligations, and/or to assure specific performance thereof, without any showing of irreparable harm or of the absence of any adequate remedy at law. Any claim for damages under this section shall

that inspection and copying of such records in necessary to determine Operator's satisfaction of the Standards, to determine or verify Operator's compliance with any of the terms and conditions of this Agreement. Operator shall make available such records at the Facility office or such other place as may be mutually agreeable to the parties.

19.2 Information obtained by the Manager pursuant to this Section 19.1 which is considered Confidential Information pursuant to Section 6(B)(2) of the Flow Control Ordinance shall be treated as confidential by the County and shall be protected public disclosure under RCW 42.17.310. Such information shall not be publicly disclosed by the Manager, his delegate or the County except pursuant to an Order of the Superior Court or other body of competent jurisdiction; provided, however, that Operator shall defend, indemnify and hold harmless the County from and against all claims, fines, judgments or other liabilities under RCW 42.17.340 incurred by the County as a consequence of the County's nondisclosure of any such information in any instance.

19.3 Affidavit: Operator shall provide to the County, on or before one hundred twenty (120) days after the end of each of its fiscal years, the affidavit of its chief executive officer or chief financial officer representing and warranting that the amounts charged for the Processing of County Solid Waste delivered to the Facility pursuant to this Agreement does not exceed the amounts charged by Operator for substantially similar services with respect to Non-County Solid Waste (excluding Source Separated Recyclable Material), delivered to the Facility, except as authorized under Section 6(B) of the Flow Control Ordinance.

SECTION 20. SUBMITTAL OF INFORMATION.

Operator shall submit to the Manager the following Solid Waste information monthly no later than thirty (30) days after the end of each month:

- (a) Solid Waste Tonnages delivered on a daily basis to the Facility, broken down into County Solid Waste and Non-County Solid Waste.
- (b) Tonnages of Recyclable Materials recovered by Operator from County Solid Waste delivered to the Facility, broken down as reasonably requested by the Manager.
- (c) Tonnages of all County Solid Waste which are Processed and/or disposed of pursuant to this Agreement, broken down by category and time period in such manner as the Manager reasonably may specify in order to enable the County to determine the Priority Level(s) at which such County Solid Waste has been and is being Processed and/or disposed of in accordance with the Flow Control Ordinance, the Standards and this Agreement.
- (d) Tonnages of Process Residue landfilled during the month.

The information furnished pursuant to this Section 20 shall be available to other Disposal Sites and to the public. In addition, Operator shall furnish evidence to the County, upon the request of the Manager, that its Disposal Site is in compliance with all applicable federal, State, and local laws.

SECTION 21. DISPUTE RESOLUTION.

Unless the parties agree in writing otherwise, and except as otherwise provided for by this Agreement, all claims, controversies and disputes arising out of or relating to this Agreement, or the breach of any provision hereof (a "dispute"), or if either party shall seek to compel the other party to perform its obligations under this Agreement, the matter shall be submitted to arbitration pursuant to this Section 21 on the written request of either party.

(a) The parties shall first attempt to agree on a single arbitrator within fifteen (15) days of the date of such request. If they are unable to so agree, each party shall designate one arbitrator within ten (10) days thereafter. The two arbitrators thus designated shall select a third arbitrator, who shall be the presiding arbitrator, within ten (10) days of the designation of the later of the two of them. Failing the designation of an arbitrator by one of the parties within the first 10-day period, the arbitrator designated by the other party shall serve as sole arbitrator. If the two arbitrators designated by the parties are unable to agree on a third arbitrator, the third arbitrator shall be selected by the presiding judge of the Whatcom County Superior Court on application of either party or either arbitrator.

(b) As to any dispute arising from the setting of rates and charges pursuant to Section 10, the arbitrator(s) for such arbitration or portion thereof shall be certified public accountants or other professionals with relevant experience in Solid Waste disposal rate matters. The arbitrator(s) for any other dispute or matter submitted to arbitration need not be so qualified, but shall be capable Persons with general understanding of business or legal matters. No individual who is, or has at any time been an officer, employee, representative, attorney, or consultant of Operator or of the County or any City, or of any Affiliate of Operator, or of any Person having a disposal site agreement with the County, shall be an arbitrator without the express consent of both parties.

(c) Each party shall be entitled to join one or more third parties who are or may be liable to that party for all or part of the claim made in arbitration against that party; provided that the third party consents to being joined. The refusal by any third party to be joined shall not affect the obligation of the parties to this agreement to proceed with the arbitration. Each of the parties shall submit to such discovery and produce such documents at such times as the arbitrators may upon motion or *sua sponte* request.

(d) All arbitration hearings shall be held in Bellingham, Washington, or such other place mutually agreeable to the parties.

(e) The decision of the single arbitrator, or the majority of a panel of three arbitrators, shall be in writing and signed by the single arbitrator or a majority of the panel of three (3) arbitrators. In the absence of fraud by one of the parties, the decision of the single arbitrator or majority of the panel of arbitrators shall be final and shall not be appealable to any court of law, but shall be enforceable in any court of law having jurisdiction by either party.

(f) Except to the extent inconsistent with the express provisions of this Section 21, the rules of the American Arbitration Association applicable to commercial disputes shall govern the arbitration proceedings hereunder.

SECTION 22. WAIVER.

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

SECTION 23. GOVERNING LAWS AND JURISDICTION: NO SOVEREIGN IMMUNITY.

23.1 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in any arbitration or court proceeding in accordance with the laws of the State, without regard to the State's choice of law rules.

23.2 No Sovereign Immunity. The County hereby irrevocably waives and renounces any and all rights to sovereign immunity (or similar rights and defenses) it may have with respect to, and agrees not to raise sovereign immunity (or any similar defense) as a defense to any claim, suit or proceeding based on or arising out of this Agreement, or the transactions contemplated hereby, or breach hereof, brought against the County by or on behalf of Operator or any of its Affiliates or successors.

SECTION 24. NOTICES.

Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person, sent by certified or registered mail, postage prepaid, or transmitted by fax as follows:

<u>If to the County:</u>	<u>If to Operator:</u>
Director	President
Public Works Department	Recycling and Disposal Services, Inc.
311 Grand Avenue	4916 Labounty Place
Bellingham, WA 98225	Ferndale, WA 98248
	FAX: (360) 384-0873

Changes in the addresses to which such notices shall be directed may be made from time to time by either party by giving written notice thereof to the other.

SECTION 25. HEADINGS.

Section headings herein have been inserted for convenience of reference only and will not limit, expand or otherwise affect the construction of this Agreement.

SECTION 26. COUNTERPARTS.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument.

SECTION 27. ENTIRE AGREEMENT: AMENDMENT OR WAIVER.

27.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subjects addressed herein and contains all of the terms and conditions thereof.

27.2 Amendment or Waiver. Neither this Agreement nor any provisions hereof may be changed, modified, amended or waived except by a written change, modification, amendment or waiver signed by the party against which enforcement is sought. The express rights and obligations of the parties under this Agreement may not be modified by course of dealing.

SECTION 28. SEVERABILITY.

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the enforceability of any other obligation of any party to this Agreement shall not be impaired, and the parties hereto in such event shall negotiate in good faith and agree as to such amendments, modification or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

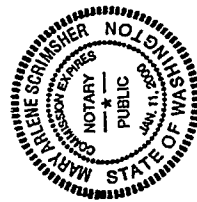
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

APPROVED AS TO FORM: WHATCOM COUNTY, WASHINGTON

By: [Signature]
Fete Kremen, County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 9 day of April, 1996, before me personally appeared PETE KREMEN, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



[Signature]
NOTARY PUBLIC in and for the State of Washington, resident at Bellingham
My commission expires: June 11, 2002

RECYCLING AND DISPOSAL SERVICES, INC.

By: [Signature]
Larry McCarter, President

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 5th day of April, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry McCarter, to me known to be the

(president, secretary, treasurer, or other authorized officer or agent as the case may be) of the firm that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said firm for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument on behalf of said corporation and that the seal affixed is the corporate seal of said firm.

WITNESS my hand and official seal hereto this 5th day of April, 1996.

[Signature]
NOTARY PUBLIC in and for the State of Washington, resident at Bellingham
My commission expires: May 24, 1999

APPENDIX 'B'
TO
DISPOSAL SITE AGREEMENT

Standards Applicable to Level 2 and Levels 3-5

Appendix "A"

Description of Facility:

Recycling and Disposal Services, Inc.
4916 Labounty Place
Ferndale, Washington
A Recyclables/MSW Processing and Transfer Station

Description of each Priority Level:

Level 2 Capacity is estimated to be 45 tons per day.
Level 5 Capacity is estimated to be 125 tons per day.
Level 8 Capacity is estimated to be 125 tons per day.

Subcontractors:

(NONE AT THIS TIME)

List of all Operating Permits Required:

Solid Waste Handling Permit (Whatcom County Health Department)
509 Girard Bellingham, WA 98225 ATTN: Tim Koontz
Conditional Use Permit (City of Ferndale), Occupancy Permit (City of Ferndale)
P.O. Box 936 Ferndale, Wa 98248 ATTN: Rick Simon

General Principles Applicable to Standards

The Flow Control Ordinance requires delivery of County Solid Waste to the Disposal Site that has the technical capability and available capacity to Process or dispose of County Solid Waste utilizing the highest priority means available. Each designated Disposal Site's priority level technical capability and available capacity to Process and dispose of County Solid Waste at each priority level, together with the system's cumulative Solid Waste handling capacity at each priority level will be utilized by the County to enforce the provisions of the Flow Control Ordinance.

The required delivery of County solid Waste is intended to be to a waste handling priority level, not a specific Disposal Site.

Standards for Priority Level 2 - Processing of Recyclable Materials

In order to maintain a Priority Level 2 site designation, a Disposal Site shall Process the Unseparated County Solid Waste delivered to the Disposal Site and recover and recycle a minimum of 20% by weight and dispose of a maximum of 80% by weight of the total Unseparated County Solid Waste delivered to the site. Any technology or system that recovers and recycles at least 20% by weight of the Unseparated County Solid Waste delivered to the Disposal Site shall qualify as a Priority Level 2 disposal site.

The minimum 20% recovery / maximum 80% disposal requirement applies to the sum of all Unseparated County Solid Wastes received at the Disposal Site, excluding the following materials:

1. Source Separated Recyclable Materials as listed below.
2. Recyclable Materials which are removed at the Disposal Site by the Person delivering the Solid Waste as listed below.
3. Any Solid Waste delivered to the Disposal Site and processed in a manner that would otherwise be exempt from Disposal Site designation requirements under WCC 8.15.070.A.
4. Any Solid Waste from which recovery of Recyclable Materials is precluded by federal, state, or local law, regulation, or order.
5. Any Solid Waste delivered to the Disposal Site and received through payment of a disposal fee that varies from that approved by the County.

Standards for Priority Levels 3 through 5 - Disposal of Separated Waste

In order to maintain a Priority Level 3, 4, or 5 site designation, a Disposal Site shall Process the Unseparated County Solid Waste delivered to the site and recover and recycle a minimum of 7% by weight and dispose of a maximum of 93% by weight of the total Unseparated County Solid Waste delivered to the Disposal Site. The minimum 7% recovery / maximum 93% disposal requirement applies to the sum of all Unseparated County Solid Wastes received at the Disposal Site, excluding the following materials:

1. Source Separated Recyclable Materials, as listed below.
2. Recyclable Materials which are removed at the Disposal Site by the Person delivering the Solid Waste, as listed below.
3. Any Solid Waste delivered to the Disposal Site and processed in a manner that would otherwise be exempt from Disposal Site designation requirements under WCC 8.15.070.A.
4. Any Solid Waste from which recovery of Recyclable Materials is precluded by federal, state, or local law, regulation, or order.
5. Any Solid Waste delivered to the Disposal Site and received through payment of a disposal fee that varies from that approved by the County.

Source Separated Recyclable Materials excluded from the satisfaction of Standards

The following Recyclable Materials are determined to have adequate local recycling opportunities and therefore any processing and recycling of these materials delivered to the Operator as Source Separated will not be credited towards satisfaction of Standards:

(The list of Source Separated Recyclable Materials to be excluded will be drafted by SWAC and approved by the County Council. Until such time as this list of recyclable material types is compiled and approved, all Source Separated Recyclable Materials shall be excluded. The Operator acknowledges the County's ability to create this list and will accept the County's amendment to Appendix B in this regard.)

All Recyclable Materials recovered from the Unseparated County Solid Waste together with all Source Separated Recyclable Materials not listed above that are processed and recycled through the efforts of the Operator will be counted toward the satisfaction of Standards.

Three to five employees will be on the tipping floor sorting through the waste on the tipping floor, looking and gathering the recyclables. These employees will then segregate and place the recyclables in the recycling containers located at the RDS site. The remainder waste will then be loaded into the long haul trailer for disposal.

RECORD-KEEPING METHODOLOGY:

RDS shall maintain at all times complete records of total tonnages received by RDS and total tonnages of materials RDS has recycled. Said reports shall be issued monthly. All weight and measurement activities shall be conducted on State of Washington certified and approved scales. All reporting shall include materials types and specific weights for each type and totals for materials. Categories shall be as follows: Metals, Wood, Paper, Glass, Organic, White Goods, Tires, Construction Debris, Miscellaneous. In addition, RDS will utilize the WSRA and Department of Ecology approved "Recycling Rate" reporting forms to monitor the overall program's effectiveness.

SPECIFIC MATERIALS:

Organic Materials: This program will focus on residential and commercial organics. The collected materials will be delivered either to Recomp or more competitive composting projects within the region.

Metals: All metals shall be extracted by site personnel from the incoming loads and transferred from the trucks or off of the tipping floor to on-site containers for storage prior to shipping. Larger metal pieces will be handled by the on-site heavy equipment. There are various local distribution points for these metals such as "Z Recyclers" or "Parberrys", or these collected metals can be shipped to the Seattle/Tacoma area to mills such as "General Metals" or other points further south or east.

Wood: Wood or woody products shall be extracted by site personnel from the incoming loads and transferred from the trucks or off of the tipping floor to on-site containers for storage prior to shipping or processing. These products may either be sold on site, shipped to local outlets, processed via local chipper operations or, subject to proper approvals by the various governmental agencies, processed on site by hiring a "Mobile Chipper" to come to the RDS site when sufficient wood products have been accumulated to warrant the mobilization of said sub-contractor.

Tires: Tires will be extracted by site personnel from the incoming loads and transferred from the trucks or off of the tipping floor to on-site containers for storage prior to shipping to any one of the several tire recyclers.

APPENDIX L

R.D.S. Disposal Site Agreement

WHATCOM COUNTY
CONTRACT NO.
9104008

DISPOSAL SITE AGREEMENT
BETWEEN WHATCOM COUNTY AND
RECOMP OF WASHINGTON, INC.

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DISPOSAL SITE AGREEMENT

BY AND BETWEEN
WHATCOM COUNTY WASHINGTON
AND
RECOMP OF WASHINGTON, INC.

Dated as of April 4, 1996

DISPOSAL SITE AGREEMENT

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THIS AGREEMENT is made as of the 4th day of April, 1996, by and between WHATCOM COUNTY, WASHINGTON (the "County") and RECOMP OF WASHINGTON, INC. ("Operator"), a State of Washington corporation.

RECITALS

- A. The County is required by state law, Chapter 70.95 RCW, to assume primary responsibility for Solid Waste management in the County and to develop a twenty-year Plan for carrying out such responsibility in accordance with applicable State and federal requirements.
- B. The County has adopted, pursuant to RCW 70.95.090, a Comprehensive Solid Waste Management Plan (the "Plan") that describes existing County Solid Waste handling facilities, the estimated long-range need for such facilities, and provides a program for orderly development of such facilities.
- C. The County is responsible to provide a Solid Waste management infrastructure to fully implement waste reduction and source separation strategies and to ensure that remaining waste is processed and disposed of utilizing the highest priority of handling consistent with Chapter 70.95 RCW and the Plan.
- D. RCW 36.58.040 authorizes the County to establish a System of Solid Waste handling for the unincorporated areas of the County, to designate Disposal Sites, and enter into agreements with operators of Disposal Sites relating to utilization of and rates charged for Solid Waste handling systems, plants, sites, and other facilities.
- E. Operator owns a Solid Waste Processing facility at 1524 Slater Road, Ferndale, Washington. Operator desires to provide Processing and disposal services for Solid Waste, including County Solid Waste, at the Facility, at Priority Level(s) 2 through 8, inclusive.
- F. The County, pursuant to Ordinance No. 91-041, adopted June 25, 1991 (the "Flow Control Ordinance"), has established a System of Solid Waste handling, has designated Disposal Sites for all County Solid Waste and has designated the Facility as one of those Disposal Sites.
- G. The County, pursuant to Chapter 39.34 RCW, has entered into interlocal agreements with various Cities in the County pursuant to which each City has authorized the County to designate Disposal Sites for the waste generated in such City.

H. The County has, by the Flow Control Ordinance, authorized the Solid Waste Manager of the County Department of Public Works or alternate public official designated by the County to negotiate agreements consistent with the Flow Control Ordinance with each of the private owners or operators of Disposal Sites designated in said Ordinance establishing the maximum rate(s) which may be charged for the services provided at the Disposal Site, among other matters. Such Agreements are subject to Approval by the County Executive and County Council.

I. The County wishes to regulate the maximum rates to be charged by Operator for its Processing and/or disposal services with respect to County Solid Waste and Operator is willing to agree to such maximum-rate regulation in consideration of the County's agreement to continue to designate the Facility as a Disposal Site in the Flow Control Ordinance and in consideration of other matters relating to Operator's Processing and/or disposal of County Solid Waste.

J. The County and Operator entered into an Interim Disposal Site Agreement dated December 23, 1991, pursuant to which the County designated Operator's Facility as a Disposal Site for County Solid Waste. That interim agreement was extended by Amendment No. 1 dated April 27, 1992. This Agreement supersedes any and all prior agreements between the parties.]

K. The County, pursuant to Resolution No. 96-002 adopted on January 2, 1996, has resolved that certain clarifying language and performance Standards be utilized in the preparation, negotiation and enforcement of disposal site agreements for all designated Disposal Sites.

L. Recomp has entered into an agreement with Olivine Corporation, pursuant to which Olivine has agreed to act as Recomp's subcontractor and to incinerate a portion of the Solid Waste that Recomp does not have the capability or capacity to process at the Facility to the extent of Olivine's permitted capacity.

M. Recomp and the City of Bellingham are parties to an Amended And Restated Solid Waste Disposal Agreement dated as of December 22, 1993, pursuant to which Recomp receives and Processes or disposes of all Solid Waste generated within the City of Bellingham at rates specified in such agreement.

AGREEMENT

IN CONSIDERATION of the above recitals and the mutual promises of the parties below, the parties agree as follows:

SECTION L. DEFINITIONS.

As used herein, the following terms shall have the meaning set forth below:

"Affiliate," means, with respect to any Person, any other Person which directly or indirectly controls or is controlled by or is under common control with such Person.

"Bellingham" means the City of Bellingham, Washington.

"Ceiling Rate" means the maximum amount which may be charged by Operator for services provided pursuant to the Agreement exclusive of Pass-Through Charges."

"Construction and Demolition Waste" shall have the same meaning as "Demolition waste" contained in WCC 24.08.404, as amended from time to time.

"County Solid Waste" has the same meaning for purposes of this Agreement as that term is given in the Flow Control Ordinance as presently enacted, with the exception that such term shall not include waste originating within the City of Bellingham as long as such waste is governed by provisions of the Recomp/Bellingham Agreement.

"CPI-Seattle Index" means the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Seattle Metropolitan Statistical Area, All Urban Consumers (1967 -- 100). In the event said Index is revised by the Department of Labor and that revision distorts, in the judgment of either party, the operation or effect of Section 10.4, the parties shall negotiate in good faith a revision of Section 10.4 to compensate for such distortion.

"Environmental Law" means any federal, state or local law, code, statute ordinance, rule, regulation, order, decree or guideline regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, including without limitation any Hazardous Substance, now in effect or hereafter promulgated, including without limitation the Model Toxics Control Act (RCW Chapter 70.105D); the Washington Water Power Pollution Control Act (RCW Chapter 90.48); the Washington Hazardous Waste Management Act (RCW Chapter 70.105); the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 1801, et seq.); and any so-called "Superfund" or "Superfund" law.

"Facility" means the Solid Waste handling and Processing facilities, together with related and appurtenant structures and equipment, of Operator located at 1524 Slater Road, Ferndale, Washington.

"Flow Control Ordinance" means Ordinance No. 91-041, adopted by the County on June 25, 1991, as amended or supplemented from time to time.

"Hazardous Substance" means any flammable, explosive, corrosive or radioactive materials, or hazardous, toxic or dangerous wastes, substances or related materials, or any other chemicals, materials, wastes or substances, the use, storage or disposal of which is prohibited, limited or regulated by any federal, state, county, regional or local authority, or any Environmental Law, or which is defined or listed as toxic or hazardous in any Environmental Law or which, even if not so regulated, listed or defined, may or could pose a hazard to health or safety.

"Non-County Solid Waste" means all Solid Waste other than County Solid Waste.

"Operator" means Recomp of Washington, Inc., a Washington corporation, or any corporation into which it is merged or any corporate successor.

"Pass-Through Charges" means all taxes and levies, and all fees, assessments, or other charges of general applicability, including but not limited to the charges imposed by the County in the Flow Control Ordinance or otherwise, levied or imposed directly or indirectly by the United States of America, the State, or any political subdivision or taxing authority thereof (including any agency, public authority, special district, the County, any city, other public instrumentality or any other governmental entity) with respect to Operator, the Facility, the Processing or disposal of Solid Waste, or the Activities or transactions contemplated herein; Provided, however, direct taxes and charges not related to the Processing of solid waste, real and personal property taxes, payroll taxes, taxes on net income of Operator, or of any of its Affiliates, are not Pass-Through Charges unless such charges are established on a basis that discriminates generally against Operator, the Facility, or one or more of the Solid Waste disposal or Processing activities of the type operated by Operator at the Facility, and further provided, that (f) the State Business and Occupation Tax and (ii) any other tax based on the gross receipts of Operator (excluding the State sales or use tax), shall be a Pass-Through Charge. "Pass-Through Charges" shall not include any fines, penalties, fees, assessments or other charges imposed or levied against Operator on account of any failure on Operator's part to comply with any federal, state or local law to which Operator is subject or any failure on Operator's part to comply with the Conditions or requirements of any governmental permit, license, or other authorization.

"Process Residue" means any material remaining after complete Processing has occurred, all useful products have been removed, and the remaining material has been prepared for disposal.

"Process" or "Processing" means an operation to convert a Solid Waste into a useful product or to prepare it for disposal (as stated in WAC 173-304-100(62), Minimum Functional Standards).

"Priority Level(s)" refers collectively to the priority means of processing or disposing of waste pursuant to Section 3(G)(2) through 3(G)(8) of the Flow Control Ordinance and as supplemented by Appendix B to this agreement.

"Recomp/Bellingham Agreement" means the Amended and Restated Solid Waste Disposal Agreement between Operator and The City of Bellingham, dated as of December 22, 1993, and any renewal, extension, amendment or modification of that Agreement.

"Recyclable Materials" means all materials or substances which qualify as recyclable materials under applicable federal, state and local law, including without limitation papers, metals and glass (as provided for by RCW 70.95.030) and compostable materials (as provided for by the Flow Control Ordinance).

The "Standards" refers collectively to the standards specified in Appendix B to this Agreement, which are to be used for the purpose of determining whether a Disposal Site is eligible to receive County Solid Waste pursuant to Priority Level 2 and/or Priority Levels 3 through 5 of the Flow Control Ordinance (i.e., pursuant to Sections 3(G)(2) through 3(G)(5) of that ordinance).

"State" means the State of Washington.

"Ton" means 2,000 U.S. pounds.

"Unseparated Waste" means all County Solid Waste delivered to Operator, regardless of the amount of Recyclable Material which has been recovered prior to such delivery.

Capitalized words and phrases used in this Agreement which are specially defined in the Flow Control Ordinance have the same meanings for Purposes of this Agreement as they are given in the Flow Control Ordinance as presently enacted, except as otherwise expressly provided for herein. References in this Agreement to a "Section" are intended as references to sections of this Agreement unless otherwise expressly indicated; and all references to a particular "Section" encompass any separately numbered or lettered subsections within it.

SECTION 2. OPERATOR RIGHTS AND RESPONSIBILITIES.

2.1 General. In addition to its other obligations stated elsewhere in this Agreement, Operator is responsible: (a) for furnishing all skill, labor, equipment, materials, supplies, and utility services necessary to perform all services which it agrees to provide pursuant to this Agreement; (b) for securing all governmental permits, licenses, and regulatory approvals necessary for the performance of its obligations imposed on it pursuant to this Agreement; (c) for

paying all applicable taxes and payments imposed on it by law; and (d) for complying with all applicable federal, state and local laws and regulations.

2.2. Process/Dispose of County Solid Waste. Operator agrees to accept and to Process and/or dispose of all County Solid Waste delivered to the Facility which may be Processed under its applicable licenses, permits, and contracts and which is Processable and/or disposable within the capacities of the Facility; provided, however, that:

2.2.1 Waste received by Operator from any other designated Disposal Facility, or Recycling Facility engaging in exempt activities described in Section 7 of the Flow Control Ordinance is not required to be included in determining whether the performance Standards set out in Section 9.1 and Appendix B have been met.

2.2.2 Operator shall not be obligated to accept and to Process and/or dispose of County Solid Waste if and to the extent that, and for the time period during which, any fire, flood, earthquake, strike or other labor disturbance, accident, war, riot, insurrection, any governmental regulation, restriction, action or judicial order other than one imposed at the instance or suggestion of Operator, act of God or any other similar cause not within Operator's control and which by the exercise of reasonable diligence Operator is unable to prevent, interferes with Operator's performance of such services; and

2.2.3 Operator may refuse to accept County Solid Waste from any Person who violates the reasonable rules established by Operator with respect to its Facility or who is delinquent in the payment of sums owing to Operator.

2.3. Ineligibility. Notwithstanding Section 2.2, Operator shall not accept any County Solid Waste which Operator is ineligible to receive pursuant to the Flow Control Ordinance, the Standards, and the terms of this Agreement.

2.4 Subcontractors.

2.4.1. General Requirements. Operator may utilize one or more additional subcontractors in the performance of any of the services to be provided by Operator pursuant to this Agreement if the subcontractor:

- (a) Has all governmental permits, licenses, and regulatory approvals necessary for the performance of the subcontracted services; and
- (b) Has the demonstrable capability and the available capacity to provide the subcontracted service; and

(c) Is not the generator of the County Solid Waste with respect to which it performs its subcontracted services.

The use of the subcontractor shall be subject to prior Approval by the County Council, which shall not unreasonably be denied or delayed. Any request by Operator for Approval of a subcontractor shall be accompanied by:

- (i) such information as is requested by Manager and reasonably available, to verify that the subcontractor satisfies the requirements of section 2.4.1; and
- (ii) the duly-authorized and executed written agreement of the proposed subcontractor, to be effective automatically upon the County Council's Approval of the proposed subcontractor, to provide the subcontracted service with respect to all County Solid Waste delivered by Operator to the proposed subcontractor, to comply with and perform all obligations which Operator would have to the County under this Agreement if it were Operator performing the subcontracted service (with the exception that the subcontractor shall not be obligated to pay any additional fee to the County, and shall not be limited in what it may charge to Operator as a tipping fee for the County Solid Waste which Operator delivers to it), and to submit to the jurisdiction of the Superior Court of Whatcom County in any action by the County to enforce such obligations.

The terms and conditions of this Section 2.4.1 shall apply only to subcontractors who provide services used by Operator to achieve or maintain eligibility to accept County Solid Waste under any of Priority Levels 2 through 6 of the Flow Control Ordinance (Sections 3(G)(2) through 3(G)(6) of that ordinance) in accordance with the Standards.

2.4.2 Primary Obligation. The use by Operator of a subcontractor shall not relieve the Operator of any of its obligations under this Agreement; rather, the Operator shall be jointly and severally obligated with the subcontractor for the performance of any services performed for or on behalf of the Operator by any subcontractor.

2.4.3 All subcontractors shall meet the requirements set out in Section 2.4.1. Subcontractors which have been approved at the time this Agreement is signed are listed in Appendix A which shall be amended to add or delete subcontractors as necessary.

2.5 Weigh Scales and Scale Testing.

- (a) **Weigh Scales and Records.** Operator shall operate and maintain permanent truck weigh scales at the Facility and shall weigh all vehicles delivering Solid Waste to the Facility and record the weights thereof; provided, however, Operator may waive, with the Approval of the Manager, weighing those vehicles of persons other than Haulers delivering

either small loads or materials which are more appropriately estimated on a volume basis. The weight of such small loads or materials in that case shall be an estimated amount determined on a basis approved by the Manager and consistent among Disposal Sites. Operator shall maintain daily records of total Tonnage of Solid Waste delivered to the Facility. All weight records shall be retained for at least six (6) years and shall be available to the County for inspection on reasonable notice and a summary of such records shall be submitted monthly by Operator to the County.

(b) Inspection and Testing of Scales. Operator shall obtain and maintain scale certification as required by law. The County may inspect and test the scales at its own cost and expense once quarterly (or more frequently, if the County reasonably believes that the scales are not accurately representing waste deliveries to the Facility) upon prior request to Operator and in the presence of a representative of Operator, provided that any inspection conducted in accordance with this section shall not unreasonably interfere with Operator's operations.

2.6 Closure and Post-Closure. Operator shall be responsible for all closure and post-closure requirements imposed on it by law relating to the Facility. Nothing in this subsection, however, shall be construed to restrict or limit Operator's right to seek recourse against any potentially responsible party for remediation costs. It is understood that the County is fully relieved from any costs associated with Process Residue stored in the temporary ash storage pile at the Facility. No Process Residue is being or is to be added to the temporary ash pile in the future.

2.7 Payment to County of Disposal Fee Surcharge. Operator shall collect from each Person delivering County Solid Waste to the Facility, a disposal fee surcharge as provided below. Operator shall also collect from each Person delivering waste originating within the City of Bellingham and governed by the provisions of the Recomp/Bellingham Agreement, the same disposal fee surcharge as provided below. The disposal fee surcharge shall be payable by Operator to the County on the last day of the succeeding month, (e.g., disposal fee surcharges which Operator is obligated to collect in January shall be paid by Operator to the County no later than the last day of February) in the amount of nine dollars (\$9.00) per ton of County Solid Waste and per ton of waste originating within the City of Bellingham (except Source Separated Recyclable Materials) Processed or disposed of at the Facility during the preceding month.

The disposal fee surcharge shall not apply to materials which are Processed and/or disposed of through an exempt operation(s) under Section 7 of the Flow Control Ordinance. The County may discontinue or change the amount of the disposal fee surcharges required under this section so long as the change is made applicable to all Disposal Sites.

SECTION 3. COUNTY RESPONSIBILITIES.

3.1 Designation of Facility as Disposal Site and Opportunity to Compete. So long as Operator is not in default under the terms of this Agreement, the County shall designate the Facility as a Disposal Site.

3.1.1 This Agreement is not intended to be exclusive and nothing herein contained shall be construed to prevent the County from contracting with other service providers to provide Solid Waste disposal and Processing services or from designating other facilities as Disposal Sites, nor to prevent Operator from contracting to provide disposal and Processing services to third parties.

3.1.2 The County intends that the System for handling Solid Waste be an open and fair one, and to that end, covenants not to enact legislation or adopt rules, through the amendment, repeal, or supplementation of the Flow Control Ordinance and the Standards prior to December 31, 2010, the effect of which would be to deny Operator the continuous opportunity to compete with other solid waste handling facilities to provide disposal and Processing services, subject to generally applicable Solid Waste disposal criteria and/or performance standards established by the County.

3.2 Compensation For Damage Or Loss Caused By Certain County Actions.

3.2.1 The County agrees to pay to Operator an amount equal to the reduction in net revenues which Operator generates through the provision of disposal and Processing services for County Solid Waste in accordance with this Agreement, occurring solely and directly as the result of any amendment, supplementation, or repeal of County ordinances or regulations (including but not limited to the Flow Control Ordinance, prior to May 31, 2000, other than changes:

- (i) which the County in good faith determines it must make in order to comply with federal and State law;
- (ii) not inconsistent with the Standards and which encourage reductions in the generation of County Solid Waste, and/or increases in source separation of Recyclable Materials;
- (iii) to exempt Construction and Demolition Waste from the coverage and designation requirements of the Flow Control Ordinances; and/or
- (iv) as a result of local referendum or initiative which are not initiated or sponsored by the County Council.

shall be based upon the County's reasonable determination that the Disposal Site is capable of satisfying the Standard applicable to such Priority Level(s).

3.5 Recomp/Bellingham Contract. The County will not take any action for the purpose of preventing either Bellingham or Recomp from enjoying their respective rights, or performing their respective obligations to each other, under the Recomp/Bellingham Contract.

SECTION 4. LIMITATION OF COUNTY RESPONSIBILITY.

The County shall have no responsibility regarding the quality, quantity, character or composition of County Solid Waste delivered to the Facility, except that the County agrees to use all reasonable measures that it may lawfully employ to prevent the delivery to the Facility of Hazardous Substances. This Agreement is not a "put-or-pay" contract, and the County is not obligated to cause any County Solid Waste to be delivered to the Facility. This section shall not alter the County's obligation to enforce the Flow Control Ordinance pursuant to Section 3.3.

SECTION 5. OPERATOR REPRESENTATIONS AND WARRANTIES.

The Operator represents and warrants to the County as follows:

5.1 Organization and Authority. The Operator is duly incorporated, validly existing, and in good standing under the laws of the State of Washington, and has all requisite corporate authority to enter into and perform its obligations under this Agreement.

5.2 Authority.

(a) Operator has been duly authorized to execute this Agreement, to make the representations and warranties set forth in it, and to perform the obligations of Operator under it in accordance with its terms.

(b) Neither the execution of this Agreement nor performance by Operator of its obligation hereunder conflicts with or will conflict with or result in a breach of any instrument, restriction, covenant, agreement, or other undertaking to which Operator is bound.

5.3 Government Authorizations and Consents. Operator has such licenses, permits and other authorizations from federal, state and governmental authorities as are necessary for the performance of its obligations under this Agreement. Appendix A contains a description of the facility along with a list of all such required authorizations.

(v) to permit delivery of County Solid Waste to either a designated Disposal Site or a location outside of the State of Washington.

(vi) to the Standards made pursuant to Section 3.3.

For purposes of this section, reduction in net revenues shall be determined by calculating the difference between any reductions in the Operator's revenues and any reductions in the Operator's costs.

The County shall not be obligated to compensate Operator for reductions in net revenues which would have occurred regardless of any such change in law. The Operator shall have the burden of establishing by a preponderance of the evidence that any lost revenues claimed by Operator pursuant to this Section 3.2.1 derive solely from such change in County law.

3.2.2 The County shall have no obligation to compensate Operator for changes in County laws or rules occurring after May 31, 2000, nor liability for any loss or claim of damages in excess of lost net revenues, as, and to the extent provided in Section 3.2.1.

3.2.3 This Agreement does not confer upon Operator any right to challenge or to seek to enjoin any repeal, amendment, adoption or other change of any law imposed or applied by the County which Operator would not enjoy in the absence of this Agreement.

3.3 Enforcement of Flow Control Ordinance. The County agrees to take all reasonable steps necessary to enforce compliance with the Flow Control Ordinance and the Standards, and all other County laws pertaining to the delivery and disposal of County Solid Waste. Such enforcement shall be accomplished by the means provided in Sections 9 and 12 of the Flow Control Ordinance.

3.4 Other Disposal Site Agreements. The County acknowledges that the System of Solid Waste management which the County has adopted is one which is designed to encourage Disposal Sites to compete among themselves to make available the highest priority Processing and disposal services, and that material differences in terms between disposal site agreements entered into by the County with owners or operators of designated Disposal Sites could unfairly confer a competitive advantage or disadvantage on one or more Disposal Sites. Consequently, all disposal site agreements entered into by the County prior to May 31, 2000, shall rely on the same Standards and the same material terms. Nothing in this Section shall preclude the County from negotiating additional specific terms in other disposal site agreements which are not in conflict with the terms in this agreement, state and federal law, and county regulations. Additional terms shall be permitted only if they do not confer an advantage not enjoyed by all disposal sites under their respective disposal site agreements. The designation of the Priority Level(s) applicable to other Disposal Sites under other disposal site agreements in each instance

SECTION 6. COUNTY REPRESENTATIONS AND WARRANTIES.

6.1 The County represents and warrants to Operator that it is a political subdivision duly organized and validly existing under the constitution and laws of the State.

6.2 The County has been duly authorized to execute this Agreement, to make the representations and warranties set forth in it, and to perform the obligations of the County in accordance with its terms.

6.3 Neither the execution of this Agreement nor performance by the County of its obligations hereunder conflicts with or result in the breach of any instrument, restriction, covenant, agreement, or undertaking to which the County is party or by which the County is bound, and does not violate or conflict with the County's Charter or ordinances of the County.

SECTION 7. INTERLOCAL AGREEMENTS. After an interlocal agreement with a City has been executed, and for so long as the Flow Control Ordinance remains in effect during the term of this Agreement, the County agrees that it will use good-faith efforts to not enter into or permit any material modification to such agreement, nor relinquish any of its rights or release that City from any of that City's obligations under such interlocal agreement, if any such modification, relinquishment or release, individually or taken together with all such prior modifications, relinquishments or releases, would materially affect the applicability of the Flow Control Ordinance to or within any City or the obligation of any City to comply with the Flow Control Ordinance. The County agrees to perform all of its obligations under each such interlocal agreement sufficient to obligate the City to perform thereunder.

SECTION 8. OWNERSHIP OF COUNTY SOLID WASTE DELIVERED TO FACILITY. Title to County Solid Waste received by Operator and which Operator is eligible under the Flow Control Ordinance and this Agreement to accept, including Recyclable Material, shall pass to Operator upon the unloading of such County Solid Waste at the Facility.

SECTION 9. FACILITY OPERATIONS.

9.1 Scope of Operation- Level Designation.

9.1.1 Eligibility To Accept County Solid Waste. Operator warrants that it has the capability as of the execution of this Agreement to provide, at its Facility and/or through the use of Olivine Corporation, to the extent that the County has approved of Olivine Corporation under Section 2.4 as a subcontractor of Operator, Processing and disposal services at Level(s) 2 through 8 inclusive (as described in Section 3(G) of the Flow Control Ordinance and the Standards). The County has determined that the Operator has the capability of operating as a Level 2, 3, 4, 5, 6, 7 or 8 facility. Based on this determination, the County specifies the facility as a Level(s) 2, 3, 4,

5, 6, 7, and 8 Disposal Site. The description of the Operator's available Processing and disposal services are described in Appendix A, with the following limitations as to the utilization of Operator's available Processing and disposal services:

(a) The Flow Control Ordinance requires all County Solid Waste to be delivered to the Disposal Site(s) which have the technical capability and available capacity to Process or dispose of such waste at the highest priority means of Processing or disposing of that waste, as described in Section 3(G) of the Flow Control Ordinance;

(b) Operator shall be free to accept County Solid Waste to the extent of Operator's capacity to Process and/or dispose of waste at a specific Priority Level so long as there is no available capacity at a higher Priority Level at any designated Disposal Site;

(c) If at any time Operator fails to satisfy the Standard applicable to a specific Priority Level, Operator shall be free to Process and/or dispose of County Solid Waste at any lower Priority Level, provided that Operator satisfies the Standard applicable to such lower Priority Level and there is no available capacity at a higher Priority Level at any other designated Disposal Site; and,

(d) At all times the Operator will use its best reasonable efforts to operate at the highest Priority Level at which it is capable of operating.

9.1.2 Satisfaction of Standards. The Manager shall make a determination as to whether the Standards for a given Priority Level are being satisfied. Operator will provide the County with information in such form and containing such content as the Manager reasonably may prescribe, both as to Operator and as to any subcontractor of Operator, sufficient to enable the Manager to determine the Priority Level(s) at which Operator is eligible to operate within thirty (30) days following the end of each month and at any other time that such information may be required by the Manager in order to administer the Flow Control Ordinance.

Operator's satisfaction of the Standards shall be determined by considering the cumulative percentage of recovery of Recyclable Materials from County Solid Waste achieved by Operator during the preceding three hundred sixty-five (365) days. However, within any such 365-day period the following days shall be ignored:

- (a) any days prior to the execution of this Agreement; and
- (b) any days during which the Operator is unable to satisfy the standards applicable to any Priority Level established in this agreement as a consequence of any act of God, war, civil disturbance, fire or other casualty, vandalism, sabotage, or other similar cause beyond the reasonable control of Operator or the subcontractor, provided that Operator and/or the subcontractor is undertaking diligent and continuous good faith efforts to resume

Processing/disposal services at that Priority Level at the earliest practical date.

If at any time the Manager determines that the Operator is not meeting the Standards of a Priority Level, then, pursuant to a written request by the Manager, the Operator shall provide within 30 days reasonable evidence demonstrating that the Operator has the capability to satisfy the Standards within a reasonable period of time. If satisfactory evidence is not provided the Manager, by written notice, shall declare the Operator ineligible to receive County Solid Waste at the Priority Level and make a determination of what, if any, lower Priority Level the Operator may Process and/or dispose of County Solid Waste.

2.1.3 Operation Grace Period.

Upon written notice by Operator proposing to begin operation at a Priority Level and acceptance of the proposal by the Manager, the Operator shall have a three month grace period to satisfy the Standards for the Priority Level, but only so long as there exists County Solid Waste available to the proposed Priority Level and the Operator uses its continuous best efforts to meet those Standards during such time period. If, during this time period, the Standards are not met or the Manager determines that the Operator has not used its continuous best efforts to meet the Standards, the Operator shall no longer be deemed to be eligible to Process and/or dispose of County Solid Waste at the specified Priority Level.

2.1.4 Calculation of Recovery of Recyclables. The following rules shall be employed in determining the extent to which Recyclable Materials are recovered from County Solid Waste by Operator or by any subcontractor which Operator is permitted to use under Section 2.4 for purposes of the Standards:

(a) If Operator or the subcontractor(s):

(i) elects to segregate County Solid Waste and Non-County Solid Waste and keep separate records for each, then satisfaction of the Standards shall be determined exclusively with reference to the segregated County Solid Waste; or

(ii) elects to commingle County Solid Waste which it receives with Non-County Solid Waste, then satisfaction of the Standard shall be determined on a combined basis with reference to all County Solid Waste and the Non-County Solid Waste with which it is commingled.

(b) Only those Recyclable Materials that are recovered through the sole and ongoing actions and efforts of the Operator or the subcontractor(s), shall apply towards the satisfaction of Standards.

(c) Recyclable Materials are not to be considered as having been recovered for purposes of the Standards if the extent of their recovery attributable to the actions of the Operator or subcontractor(s) cannot reasonably be measured.

2.2 Amendments to the Scope of Operation (Appendix A). Should any change occur within the Operator's available Processing and/or disposal Priority Level(s) and/or the capacity of each, Appendix A shall be amended by the Manager noting such changes and a copy of such amendment shall be transmitted by the Manager to all other designated Disposal Sites.

2.3 Amending Priority Level 2 Standards. If at any time it reasonably appears to the County that it is not possible for substantially all County Solid Waste in the system consistently to be Processed at Priority Level 2, in accordance with the Standard applicable to that Priority Level, the County shall be free (without incurring any liability to Operator) unilaterally to reduce the percentage recovery of Recyclable Materials required by that Standard to a percentage reasonably determined to be the maximum recovery percentage consistently achievable within the system with respect to substantially all County Solid Waste, provided that the reduction is applied to all designated Disposal Sites. If the County elects to make such a unilateral reduction, a revised substitute Appendix B shall be attached to this Agreement reflecting the reduction.

2.4 Inapplicability of Section. The provisions of this Section 9.1 shall cease to apply if the County repeals the Flow Control Ordinance or amends it in such a manner as to make the application of this section unreasonable or nonsensical.

SECTION 10. RATES CHARGED FOR PROCESSING/DISPOSAL OF COUNTY SOLID WASTE.

10.1 Overview of Rates. The Ceiling Rate charged by Operator for services provided pursuant to this agreement shall not exceed \$90.04 per ton as adjusted annually for changes in the CPI pursuant to Section 10.4. The total amount (tipping fee) charged by Operator to all Haulers that deliver County Solid Waste to the Facility shall not exceed the Ceiling Rate plus all Pass-Through Charges. The total amount charged to all other persons that deliver County Solid Waste to the Facility shall not exceed 125% of the Ceiling Rate, plus the total of all Pass-Through Charges (which amount shall be rounded up to the next higher whole dollar). Operator shall be free at any time in its discretion to charge less for its services than the Ceiling Rate permitted by this Agreement.

Notwithstanding the foregoing, this Section 10 shall not apply to Solid Waste delivered to the Facility pursuant to any contract binding on Operator of the kind referenced in Section 6B(1) or (2) of the Flow Control Ordinance.

10.2 Definitions. Accounting terms used in this Section 10 shall have the meanings ascribed to them by generally accepted accounting principles unless such GAAP meanings are

inconsistent with the definitions set forth in Section 1, in which case the Section 1 definitions shall control.

10.3 Initial Maximum Rate. For the period beginning on the date of this Agreement and ending May 31, 1997, the Ceiling Rate shall be \$90.04 per Ton.

10.4 Adjustment of Ceiling Rate for CPI Change. For the year beginning June 1, and for each succeeding year thereafter beginning June 1, the Ceiling Rate in effect for the previous year shall be adjusted upwards by 80% of the percentage increase, or downwards by 80% of the percentage decrease, in the CPI-Seattle Index during the year ending on the immediately preceding December 31. The adjusted Ceiling Rate shall become the "Ceiling Rate" as such term is used herein. The County shall give written notice thereof to each City, to each Hauler operating in the County and in each City, and to the Washington Utilities and Transportation Commission a minimum of three (3) months before the rate increase is to take effect.

10.5 Changes to Ceiling Rate. After May 31, 2000 Operator may request an additional increase to the Ceiling Rate which is in effect pursuant to Sections 10.3 and 10.4. Any such increase in Ceiling Rate under this Section shall become effective only after the County Council has approved of such increase, which approval the County will not unreasonably delay or withhold. However, the County shall be free, in considering any request by Operator for such an increase, to take into consideration the cost effectiveness of the Operator's services if the increase is approved in comparison to the cost of other Processing and disposal options.

Operator's request for an increase in the Ceiling Rate pursuant to this Section shall be accompanied by a fully documented explanation of the proposed change and the reasons it is necessary. Within 45 days of the request, the parties shall discuss in good faith any differences in position and shall document in a written memorandum the adjusted Ceiling Rate including the additions agreed upon. The new adjusted Ceiling Rate shall become effective on the first day of the fourth month following the date that written notice has been given to each Hauler operating in the County and each City and to the Washington Utilities and Transportation Commission.

10.6 Pass-Through Charges. Pass-Through Charges in effect on the date on this Agreement, with respect to County Solid Waste delivered to the Facility by Haulers, are as follows: County disposal fee surcharge not to exceed \$9.00 per Ton (the County may consider from time to time reducing the amount to be charged as a disposal fee surcharge) and State Business and Occupation Tax of 2.09%, the combined effect of which is \$11.09. Pass-Through Charges in effect on the date of this Agreement, with respect to County Solid Waste delivered to the Facility by persons other than Haulers are as follows: County disposal fee surcharge of \$9.00 per Ton; State Business and Occupation Tax of 2.09%; and State refuse collection tax of 3.6%. This level of Pass-Through Charges will increase or decrease only as a result of changes in the Pass-Through Charges currently in effect or due to the imposition of new Pass-Through Charges.

It is noted that no County Health Department fee is in effect as of the execution of this Agreement.

Operator shall give the County thirty (30) days' prior written notice of any new or increased Pass-Through Charge which Operator intends to impose, stating with particularity in the case of any new charge the basis upon which Operator contends that such charge constitutes a Pass-Through Charge as defined by this Agreement. If in any instance the County disagrees with Operator's contention that it is entitled to impose the new or increased charge reflected in its written notice as a Pass-Through Charge, the County within such thirty (30) day period may institute arbitration proceedings pursuant to Section 21 to determine Operator's right to impose such new or increased charge as a Pass-Through Charge. Except as otherwise may be agreed by the parties in writing, a failure by the County to initiate such an arbitration proceeding shall be deemed as concurrence by the County that the new or increased charge may be imposed by Operator as a Pass-Through Charge.

10.7 Arbitration of Ceiling Rate and Other Adjustments if Parties Cannot Agree. In the event the parties cannot agree on a new adjusted Ceiling Rate, a change to the Pass-Through Charges or the interpretation or application of any other provision contained in this Section 10, the dispute shall be resolved by arbitration pursuant to Section 21 on the written request of either party.

Until the parties agree to a new Ceiling Rate or new additions, or upon any new or increased Pass-Through Charge, which become the subject of any such arbitration, the previously applicable Ceiling Rate or Pass-Through Charges (as the case may be) shall continue to apply. However, the arbitrator or arbitrators may reflect in the new Ceiling Rate, the new additions or reductions, or any new or increased Pass-Through Charges (as the case may be) set in the arbitration proceeding, the net revenue lost or gained by Operator during such proceeding and interest on said sum at Operator's Borrowing Rate.

Any new Ceiling Rate and any additions determined by arbitration or agreed upon in the course of arbitration shall become effective on the first day of the fourth month succeeding the date that written notice thereof has been given to each Hauler operating in the County and each City and to the Washington Utilities and Transportation Commission. Any new or increased Pass-Through Charges shall become effective on the first day of the second month following such a notice to Haulers.

10.8 Community Service. Operator agrees to receive and dispose of at least 50 tons of Solid Waste per calendar year at no cost to the generator of such waste. Determination of who may benefit from the free disposal opportunities and the scheduling for receipt and disposal of such waste shall be as mutually agreed by the Manager and the Operator.

SECTION 11. CHANGES TO STANDARDS. Any repeal of or changes to the Standards enacted by the County shall be applicable to all Disposal Sites and shall not conflict with the County's obligations under Section 3.1.2. If the Standards are changed or repealed by the County, a revised substitute Appendix B shall be attached to this Agreement reflecting the change or repeal. This section does not affect the obligations of the County set out in Section 3.2.

SECTION 12. TERM OF AGREEMENT; SURVIVAL OF OBLIGATIONS. This Agreement shall take effect on the date of execution and, unless sooner terminated as provided in Section 13, shall remain in full force and effect through midnight of December 31, 2010, at which time it shall terminate and except as provided in Section 12.2 below, all obligations of the County and Operator herein shall cease.

12.1 Effect of Changes to County Regulations. If, at any time after May 31, 2000 the County repeals or makes amendments to the Flow Control Ordinance or Standards which render Sections of this Agreement meaningless or invalid, then those Sections of the Agreement shall be deemed severed and have no further force or effect. The remaining provisions of the Agreement shall remain in effect until midnight of December 31, 2010.

12.2 Survival of Obligations.

12.2.1 The County's obligation under Section 16 of this Agreement shall survive expiration or sooner termination of this Agreement.

12.2.2 Operator's obligations under Sections 14, 16, and 19 of this Agreement shall survive expiration or sooner termination of this Agreement.

SECTION 13. DEFAULT AND REMEDIES.

Neither party shall be in default under this Agreement except by means of that party's action or inaction described in this Section 13. The remedies described in this Section 13 shall be the exclusive remedies available to each party under this Agreement. The exclusivity of such remedies, however, shall not be deemed to preclude the County from declaring an emergency under the Flow Control Ordinance in any circumstance in which such a declaration is necessary and appropriate.

13.1 Operator Events of Default. A Operator "event of default" shall mean any of the following events or conditions which shall have occurred and be continuing, unless such event or condition is expressly excused by the terms of this Agreement or is the result of an act or omission of the County:

(a) Operator, for a reason or reasons other than the performance of repair and maintenance of the Facility at reasonable intervals and for a reasonable period of time in any such interval, fails or refuses, which failure or refusal continues for a period of three (3) days or more after written notice thereof by the County, to accept for Processing or disposal all County Solid Waste which is delivered to the Facility and which Operator is obligated to accept under this Agreement and/or the Flow Control Ordinance.

(b) Operator's representations and warranties contained in Section 5 shall have proved to be materially false and Operator has been unable or unwilling to remedy such falsity during the thirty (30) days following the County's written notice thereof to Operator;

(c) Operator has filed, or consented by answer otherwise to the filing against it of, a petition for relief or reorganization in bankruptcy, for liquidation, or to take advantage of any bankruptcy or insolvency law of any jurisdiction; or makes an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency laws; consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, with respect to any substantial part of its property; is the subject of an order for relief in any involuntary case under Title 11 of the United States Code; or takes corporate action for the purpose of any of the foregoing;

(d) A court or governmental agency of competent jurisdiction enters an order appointing, without the consent of Operator, a custodian, receiver, trustee or other officer with similar powers with respect to Operator or any substantial part of Operator's property, or if an order for relief is entered in any case or proceeding for liquidation or reorganization of Operator, or ordering the dissolution, winding up or liquidation of Operator, or if any petition for any such relief is filed against Operator in any court of appropriate jurisdiction and such order or petition as the case may be, has not been vacated or dismissed, within ninety (90) days; and

(e) Operator is in material breach or default with respect to any other of its obligations (including but not limited to its obligations under Section 9.1) contained in this Agreement, and the breach or default continues for more than thirty (30) days following written notice by the County to Operator the material breach or default.

13.2 County Remedy for Operator Event of Default. If a Operator event of default shall have occurred, then the County may take one or more of the following actions:

(a) amend, modify, or repeal the County's designation of the Facility as a Disposal Site under the Flow Control Ordinance and Section 3(E) or Section 9 thereof;

(b) terminate this Agreement;

- (b) seek to recover money damages sufficient to compensate it for the damage caused by the County event or default; or
- (c) seek specific performance by the County of its obligations under this Agreement, or other equitable relief.

Any action taken by Operator under Section 13.4(b) or (c) shall be taken by means of arbitration pursuant to Section 21, with the exception that Operator shall be free without first resorting to arbitration to pursue any equitable relief necessary to obtain prompt and continuing enforcement by the County of the Flow Control Ordinance or any other law by which the County regulates the flow of County Solid Waste. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Operator shall have no right to seek or obtain money damages from the County on account of any County event of default which is based upon a breach or default by the County with respect to the County's obligations pursuant to Section 3.3 ("Enforcement Of Flow Control Ordinance"); but Operator shall be free in the case of any such County event of default to seek and obtain such judicial injunctive or other equitable relief as may be appropriate, without first resorting to arbitration.

SECTION 14. SECURITY FOR PERFORMANCE - ACCESS EASEMENT.

To further secure Operator's performance of its obligations under this Agreement, Operator agrees contemporaneously with the execution of this Agreement to grant to the County an easement in the form attached hereto as Appendix C (or to cause the owner of the real property on which the Facility is located to execute such easement, if Operator is not the owner thereof), making available to the County on a temporary basis any transfer station at the Facility if Operator completely abandons all Processing and disposal operations at the Facility for a period of three (3) or more consecutive working days. Such easement shall be granted by Operator within thirty (30) days of the execution of this Agreement by means of a proper instrument duly recorded in the records of Whatcom County, shall be over and across Operator real property for the purpose of ingress and egress to the existing Facility transfer station, shall be for the benefit of the County and commercial haulers of County Solid Waste duly authorized by the County to use the easement, shall be effective for a period of ninety (90) days following Operator's complete abandonment of all Processing and disposal operations at the Facility for a period of three (3) consecutive working days or more.

SECTION 15. INSURANCE.

15.1 General. At all times during the term of this Agreement, Operator shall maintain and pay for the insurance coverage designated in this section from an insurance company or companies reasonably acceptable to the County that are qualified to do business in the State of Washington. The required insurance coverage shall be written by an admitted insurer in the State

- (c) exercise its rights under Section 14;
- (d) seek to recover money damages caused by the Operator event of default; or
- (e) seek specific performance by Operator of its obligations under this Agreement, or other equitable relief.

Any action by the County taken under Section 13.2(d) or (e) shall be taken by means of arbitration pursuant to Section 21, with the exception that the County shall be free without first resorting to arbitration to seek and obtain any temporary, preliminary or permanent injunctive relief as may be necessary to restrain any material violation by Operator of the Flow Control Ordinance or any other law by which the County regulates the flow of County Solid Waste. In addition to the remedies provided for by this Section 13.2, the County shall be free to pursue such actions or proceedings against Operator or others as may be available to the County on account of the delivery of County Solid Waste to Operator in violation of the Flow Control Ordinance or any such other law by which the County regulates the flow of County Solid Waste.

13.3 County Event of Default. A County "event of default" shall mean any of the following events or conditions which shall have occurred and be continuing, unless such event or condition is the result of a fire, flood, earthquake, strike or other labor disturbance, accident, war, riot, insurrection, any federal or State governmental regulation, restriction, action or judicial order other than one imposed at the instance or suggestion of the County, any act of God, or any other similar cause not within the County's control and which by the exercise of reasonable diligence the County is unable to prevent, or is the result of an act or omission of Operator:

- (a) The County's representations and warranties contained in Section 6 shall have proven to be materially false and the County has been unable or unwilling to remedy such falsity thirty (30) days after Operator's notice thereof to the County;
- (b) The County is in material breach or default with respect to any other of its other obligations contained in this Agreement, and such breach or default continues for more than thirty (30) days after written notice by Operator to the County of the County's material breach or default.

13.4 Operator Remedy for County Event of Default. If a County event of default shall have occurred and be continuing, Operator may take one or more of the following actions:

- (a) terminate this Agreement;

of Washington with a current A.M. Best rating of at least A VI. Operator shall give the County thirty (30) days prior written notice of any cancellation, reduction, or modification of the insurance required under this section.

15.2 Coverage. The amount and extent of coverage shall be (a) reasonable in relation to the various risks to be insured against; (b) comparable to insurance customarily carried by companies conducting operations similar to those being conducted at the Facility; (c) available at reasonable cost; and (d) have a deductible amount reasonably suited to Operator and its operations. Operator shall maintain insurance against the following risks, at a minimum:

- Extended bodily injury
- Coverage for acts of employees
- Premises/operators liability (M&C)
- Owner's and contractor's protective liability
- Blanket contractual liability
- Broad form property damage liability
- Personal injury (including coverage A, B, C) and coverage for acts of employees
- Automobile liability, including coverage for owned, leased, or hired vehicles
- Explosion, collapse, underground damage (referred to as "XCU")

15.3 Claims Made. If any coverages are on a claims made form, the retroactive date shall be prior to or coincident with the beginning date of the contract, and the policy shall state that coverage is claims made, and state the retroactive date. The Operator shall execute a form of guarantee acceptable to the County to assure financial responsibility for liability for services performed for a period of three (3) years following the completion of the contract (for example, that claims made form coverage shall be maintained by the Operator for a minimum of three (3) years following the termination of the contract and the Operator shall annually provide the County with a fully executed Certificate of Insurance as proof of renewal).

SECTION 16. INDEMNIFICATION/LIABILITY TO OTHER DISPOSAL SITES.

16.1 Operator Indemnification of County. The Operator shall indemnify, hold harmless and defend the County against any and all damages, penalties, costs, claims, demands, suits, causes or actions, and expenses (including reasonable attorneys' fees) that may be imposed upon or incurred by the County as a result of:

(a) any claim resulting from the breach of this Agreement by the Operator or the negligence or willful misconduct of Operator, its directors, officers, employees, agents or subcontractors in the performance of Operator's obligations hereunder or the operation of the Facility, and/or

(b) the presence or suspected presence of any Hazardous Substance in, on, or under, or migrating from, the Facility or the property upon which the Facility is located, or the violation or alleged violation of any Environmental Law, regardless of whether such presence or violation commenced or occurred prior to or during the term of this Agreement; and/or

(c) any closure costs for which Operator is responsible pursuant to Section 2.6 ("Closure and Post-Closure Costs");

Provided, that Operator shall have no obligation under this provision to indemnify the County for any such matter to the extent that such matter arises from the County's breach of this Agreement, or from the negligence or other misconduct or omission of the County or any City or their respective employees, officers, or agents.

16.2 County Indemnification of Operator. The County shall indemnify, hold harmless, and defend Operator against any and all damages, penalties, costs, claims, demands, suits, causes or actions, and expenses (including reasonable attorneys' fees) that may be imposed upon or incurred by Operator as a result of any third-party claim resulting from the breach of this Agreement by the County or from the County's negligence or willful or other tortious misconduct or that of its employees, agents, or contractors in the performance of the County's obligations under this Agreement; provided, that the County shall have no obligation under this provision to indemnify Operator for any matter to the extent that such matter arises from Operator's breach of this Agreement, or from the negligence or other misconduct or omission of Operator or its employees, officers, or agents.

16.3 Right Of Other Disposal Sites To Enforce Obligations. Operator acknowledges and agrees that its obligation pursuant to this Agreement to comply with the Flow Control Ordinance (as clarified and supplemented by the Standards), and its obligation to refrain from accepting, Processing or disposing of any County Solid Waste which Operator at any time is or becomes ineligible to receive by virtue of the hierarchy of waste handling methods established by the Flow Control Ordinance and the Standards, are intended for the benefit of both the County and all other Disposal Sites, each of which shall be a third-party beneficiary of such obligations to the extent set out in this Section. Operator may be held liable to the owner or operator of any other Disposal Site who has complied with the conditions for designation set forth in the Flow Control Ordinance for any loss or damages sustained by such other owner or operator as a consequence of any such breach by Operator and/or any subcontractor(s) of Operator. In addition, Operator may be held liable, in any action brought by the owner or Operator of any other Disposal Site who has complied with the conditions for designation set forth in the Flow Control Ordinance, for injunctive or other equitable relief as may be necessary to restrain any threatened or existing breach by Operator of such obligations, and/or to assure specific performance thereof, without any showing of irreparable harm or of the absence of any adequate remedy at law. Any claim for damages under this section shall be resolved by arbitration pursuant to Section 21 of this Agreement. Any action for specific performance or other equitable relief may be pursued without first resorting to arbitration. Jurisdiction shall be in the Superior Court of Whatcom County.

16.3.1 In any such legal action, the prevailing party shall have the right to collect from the non-prevailing party reasonable attorneys' fees and other expenses incurred in the prosecution or defense (as the case may be) of such action, if, but only if, the disposal site agreements of both Operators contain a substantially equivalent obligation to pay attorney fees.

16.3.2 Operator consents to attorneys' fees and expenses being awarded by the court, in accordance with this Section, to the prevailing party in any action brought under this Section.

SECTION 17. RELATIONSHIP OF PARTIES: NO THIRD PARTY BENEFICIARIES.

17.1 Relationship of Parties. Except as otherwise explicitly provided herein, neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute either party a partner, agent, or legal representative of the other party, or create any fiduciary relationship between the parties.

17.2 Third Party Beneficiaries. Operator and the County agree that, except as otherwise expressly provided for by this Agreement, this Agreement and the rights and obligations created by this Agreement are solely for the benefit of the parties hereto.

SECTION 18. ASSIGNMENT, SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of Operator and the County, together with their respective successors and assigns. Operator may assign this Agreement only with the written consent of the County, obtained in advance, which consent may not be unreasonably withheld.

SECTION 19. FINANCIAL RECORDS AND AFFIDAVIT.

19.1 Inspection of Financial Records. Operator shall maintain at the Facility office at all time during the term of this Agreement and for a period of time of not less than six (6) years thereafter: (a) records pertaining to Operator's performance of its obligations under this Agreement; (b) the records of Solid Waste delivered to the Facility required to be kept by Operator pursuant to Section 2.5(a) and Section 20; and (c) data and computations supporting any request for adjustment of the Ceiling Rate made by Operator pursuant to Section 10. The Manager or the Manager's designee shall have the right at reasonable times, and on reasonable prior notice to inspect and to copy at the County's expense all records of Operator which Operator is not otherwise obligated to furnish to the Manager pursuant to this Agreement, if and to the extent that the Manager reasonably determines that inspection and copying of such records is necessary to determine Operator's satisfaction of the Standards, to determine or verify Operator's compliance with any of the terms and conditions of this Agreement. Operator shall make available such records at the Facility office or such other place as may be mutually agreeable to the parties.

19.2 Information obtained by the Manager pursuant to this Section 19.1 which is considered Confidential Information pursuant to Section 6(B)(2) of the Flow Control Ordinance shall be treated as confidential by the County and shall be protected public disclosure under RCW 42.17.310. Such information shall not be publicly disclosed by the Manager, his delegate or the County except pursuant to an Order of the Superior Court or other body of competent jurisdiction; provided, however, that Operator shall defend, indemnify and hold harmless the County from and against all claims, fines, judgments or other liabilities under RCW 42.17.340 incurred by the County as a consequence of the County's nondisclosure of any such information in any instance.

19.3 Affidavit. Operator shall provide to the County, on or before one hundred twenty (120) days after the end of each of its fiscal years, the affidavit of its chief executive officer or chief financial officer representing and warranting that the amounts charged for the Processing of County Solid Waste delivered to the Facility pursuant to this Agreement does not exceed the amounts charged by Operator for substantially similar services with respect to Non-County Solid Waste (excluding Source Separated Recyclable Material), delivered to the Facility, except as authorized under Section 6(B) of the Flow Control Ordinance.

SECTION 20. SUBMITTAL OF INFORMATION.

Operator shall submit to the Manager the following Solid Waste information monthly no later than thirty (30) days after the end of each month:

- (a) Solid Waste Tonnages delivered on a daily basis to the Facility, broken down into County Solid Waste and Non-County Solid Waste.
- (b) Tonnages of Recyclable Materials recovered by Operator from County Solid Waste delivered to the Facility, broken down as reasonably requested by the Manager.
- (c) Tonnages of all County Solid Waste which are Processed and/or disposed of pursuant to this Agreement, broken down by category and time period in such manner as the Manager reasonably may specify in order to enable the County to determine the Priority Level(s) at which such County Solid Waste has been and is being Processed and/or disposed of in accordance with the Flow Control Ordinance, the Standards and this Agreement.
- (d) Tonnages of Process Residue landfilled during the month.

The information furnished pursuant to this Section 20 shall be available to other Disposal Sites and to the public. In addition, Operator shall furnish evidence to the County, upon the request of the Manager, that its Disposal Site is in compliance with all applicable federal, State, and local laws.

SECTION 21. DISPUTE RESOLUTION. Unless the parties agree in writing otherwise, and except as otherwise provided for by this Agreement, all claims, controversies and disputes

arising out of or relating to this Agreement, or the breach of any provision hereof (a "dispute"), or if either party shall seek to compel the other party to perform its obligations under this Agreement, the matter shall be submitted to arbitration pursuant to this Section 21 on the written request of either party.

(a) The parties shall first attempt to agree on a single arbitrator within fifteen (15) days of the date of such request. If they are unable to so agree, each party shall designate one arbitrator within ten (10) days thereafter. The two arbitrators thus designated shall select a third arbitrator, who shall be the presiding arbitrator, within ten (10) days of the designation of the later of the two of them. Failing the designation of an arbitrator by one of the parties within the first 10-day period, the arbitrator designated by the other party shall serve as sole arbitrator. If the two arbitrators designated by the parties are unable to agree on a third arbitrator, the third arbitrator shall be selected by the presiding judge of the Whatcom County Superior Court on application of either party or either arbitrator.

(b) As to any dispute arising from the setting of rates and charges pursuant to Section 10, the arbitrator(s) for such arbitration or portion thereof shall be certified public accountants or other professionals with relevant experience in Solid Waste disposal rate matters. The arbitrator(s) for any other dispute or matter submitted to arbitration need not be so qualified, but shall be capable Persons with general understanding of business or legal matters. No individual who is, or has at any time been an officer, employee, representative, attorney, or consultant of Operator or of the County or any City, or of any Affiliate of Operator, or of any Person having a disposal site agreement with the County, shall be an arbitrator without the express consent of both parties.

(c) Each party shall be entitled to join one or more third parties who are or may be liable to that party for all or part of the claim made in arbitration against that party; provided that the third party consents to being joined. The refusal by any third party to be joined shall not affect the obligation of the parties to this agreement to proceed with the arbitration. Each of the parties shall submit to such discovery and produce such documents at such times as the arbitrators may upon motion or *sua sponte* request.

(d) All arbitration hearings shall be held in Bellingham, Washington, or such other place mutually agreeable to the parties.

(e) The decision of the single arbitrator, or the majority of a panel of three arbitrators, shall be in writing and signed by the single arbitrator or a majority of the panel of three (3) arbitrators. In the absence of fraud by one of the parties, the decision of the single arbitrator or majority of the panel of arbitrators shall be final and shall not be appealable to any court of law, but shall be enforceable in any court of law having jurisdiction by either party.

(f) Except to the extent inconsistent with the express provisions of this Section 21, the rules of the American Arbitration Association applicable to commercial disputes shall govern the arbitration proceedings hereunder.

SECTION 22. WAIVER.

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

SECTION 23. GOVERNING LAWS AND JURISDICTION: NO SOVEREIGN IMMUNITY.

23.1 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in any arbitration or court proceeding in accordance with the laws of the State, without regard to the State's choice of law rules.

23.2 No Sovereign Immunity. The County hereby irrevocably waives and renounces any and all rights to sovereign immunity (or similar rights and defenses) it may have with respect to, and agrees not to raise sovereign immunity (or any similar defense) as a defense to any claim, suit or proceeding based on or arising out of this Agreement, or the transactions contemplated hereby, or breach hereof, brought against the County by or on behalf of Operator or any of its Affiliates or successors.

SECTION 24. NOTICES.

Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person, sent by certified or registered mail, postage prepaid, or transmitted by fax as follows:

If to the County: Director Public Works Department 311 Grand Avenue Bellingham, WA 98225 FAX: (360) 738-4561	If to Operator: Mr. Frank Moscone, President Recomp of Washington, Inc. 1524 Slater Road Ferndale, WA 98248 FAX: (360) 384-1057
---	--

Changes in the addresses to which such notices shall be directed may be made from time to time by either party by giving written notice thereof to the other.

SECTION 25. HEADINGS.

Section headings herein have been inserted for convenience of reference only and will not limit, expand or otherwise affect the construction of this Agreement.

SECTION 26. COUNTERPARTS.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument.

SECTION 27. ENTIRE AGREEMENT; AMENDMENT OR WAIVER.

27.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subjects addressed herein and contains all of the terms and conditions thereof, and the Interim Disposal Site Agreement between the parties dated December 23, 1991, as amended by agreement dated April 27, 1992, is hereby superseded by this Agreement and, except as otherwise may be expressly agreed in writing by the parties, shall have no further force or effect.

27.2 Amendment or Waiver. Neither this Agreement nor any provisions hereof may be changed, modified, amended or waived except by a written change, modification, amendment or waiver signed by the party against which enforcement is sought. The express rights and obligations of the parties under this Agreement may not be modified by course of dealing.

SECTION 28. SEVERABILITY.

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the enforceability of any other obligation of any party to this Agreement shall not be impaired, and the parties hereto in such event shall negotiate in good faith and agree as to such amendments, modification or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

APPROVED AS TO FORM: WHATCOM COUNTY, WASHINGTON

By: Randall J. Waits
Randall J. Waits
Chief Civil Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 9 day of April, 1996, before me personally appeared STE. KLENSA, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

By: Marie Scrimsher
NOTARY PUBLIC in and for the State of
Washington, resident at Bainbridge
My commission expires: 11/1/2000



RECOMP OF WASHINGTON, INC.

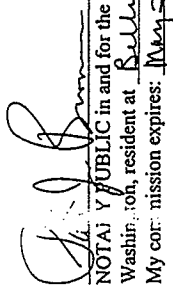
By: Frank Moscone
Frank Moscone, Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 4th day of April, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally

appear: Frank Moscone, to me known to be the president of the firm that executed the within and to: going instrument, and acknowledged said instrument to be the free and voluntary act and deed of said firm for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument on behalf of said corporation.

WITNES: S my hand and official seal hereto this 4 day of April, 1996.


NOTARY PUBLIC in and for the State of
Washington, resident at Bellingham.
My commission expires: May 20, 1999

APPENDIX "A"

Whatcom County/Recomp of Washington, Inc.
Disposal Site Agreement

Description of Facility:

Recomp of Washington, Inc.
1524 Slater Road
Ferndale, Washington

A solid waste handling facility acting as a recycling and drop-box facility (accepting and marketing Source Separated Recyclable Materials and recovering Recyclable Materials from mixed Solid Waste, including compostable materials), and also capable of Processing both Recyclable Materials (including compostable materials) and non-recyclable Solid Waste, incinerating Solid Waste (through use of its own incineration facilities and/or Olivine Corporation, a subcontractor), and/or acting as a transfer station from which Solid Waste may be landfilled.

Description of each Priority Level:

- Level 2 technical capability/available capacity: Designated and approved at a maximum of 300 tons per day
- Level 3 and 4 technical capability/available capacity: As to each such Priority Level, designated and approved at the sum of (a) actual tonnage of Recyclable Materials recovered in meeting the Standard applicable to these Priority Levels, plus (b) 100 tons per day (when only Operator's incinerator at the Facility is available), 96 tons per day (when only Olivine Corporation's incineration facility is available), and 196 tons per day (when both facilities are available).
- Level 5 technical capability/available capacity: Designated and approved at 300 tons per day

APPENDIX "B"
TO
DISPOSAL SITE AGREEMENT

Standards Applicable to Level 2 and Levels 3-5

General Principles Applicable To Standards

The Flow Control Ordinance requires delivery of County Solid Waste to the Disposal Site that has the technical capability and available capacity to Process or dispose of County Solid Waste utilizing the highest priority means available. Each designated Disposal Site's priority level technical capability and available capacity to Process and dispose of County Solid Waste at each Priority Level, together with the system's cumulative Solid Waste handling capability at each Priority Level, will be utilized by the County to enforce the provisions of the Flow Control Ordinance.

The required delivery of County Solid Waste is intended to be to a waste handling Priority Level, not a specific Disposal Site.

Standard for Priority Level 2 - Processing Of Recyclable Materials

In order to maintain Priority Level 2 site designation, a Disposal Site shall Process the Unseparated County Solid Waste delivered to the Disposal Site and recover and recycle a minimum of 20% by weight, and dispose of a maximum of 80% by weight, of the total Unseparated County Solid Waste delivered to the site. Any technology or system that recovers and recycles at least 20% by weight of the Unseparated County Solid Waste delivered to the Disposal Site shall be qualify as a Priority Level 2 Disposal Site.

The minimum 20% recovery/maximum 80% disposal requirement applies to the sum of all Unseparated County Solid Waste received at the Disposal Site, excluding the following materials only:

1. Source Separated Recyclable Materials;
2. Recyclable Materials which are removed at the Disposal Site by the Person delivering the Solid Waste;
3. Any Solid Waste delivered to the Disposal Site which is Processed in a manner that otherwise would be exempt from Disposal Site designation requirements under WCC 8.15.070A;

Ash Disposal Permit (Department of Ecology)
[Same address]

Registration Certificate (Northwest Air Pollution Authority)
302 Pine Street, Suite 207, Mt. Vernon, Washington 98273-3852

Air Emissions Permit (Northwest Air Pollution Authority)
[Same address]

Compost Facility Permit (Northwest Air Pollution Authority)
[Same address]

RECEIVED
SEP 11 1997
Public Works Operations

1997 AMENDMENTS TO
AMENDED AND RESTATED SOLID WASTE DISPOSAL AGREEMENT

THESE AMENDMENTS are entered into by and between the CITY OF BELLINGHAM (the "City") and RECOMP OF WASHINGTON, INC. ("Recomp"), and amend their Amended And Restated Solid Waste Disposal Agreement (the "Agreement") dated December 22, 1993.

RECITALS

WHEREAS, events have transpired which have given rise to a disagreement between the parties as to the applicability and/or application of certain provisions of the Agreement dealing with the adjustment of the Disposal Fee charged by Recomp for City Solid Waste delivered to Recomp; and

WHEREAS, the parties have now reached an agreement as to amendments to be made to the Agreement as a settlement of their dispute; and

WHEREAS, the parties intend this 1997 Amendment (the "Amendment") to embody the terms of the Agreement, good and valuable consideration existing therefor;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. General.

a. It is the intent of the parties hereto to resolve all matters presently in dispute between them, including but not limited to all disputes with respect to sums which Recomp has charged or hereafter may charge for services furnished by Recomp pursuant to the Agreement. Each party specifically releases the other as to and agrees not to assert any claims it may have arising out of provisions of the Agreement amended or deleted by these Amendments, on account of any facts, acts, circumstances or events occurring prior to the execution of these Amendments by the parties.

b. The Agreement is amended only as specifically provided for herein, and otherwise continues in full force and effect as originally executed, unless the context of these Amendments clearly requires otherwise. The amendments provided for by these Amendments shall apply prospectively from and after the date upon which the parties execute these Amendments.

2. Ashfill Final Disposition Fee. The definition of "Ashfill Final Disposal Fee" in Section 1 of the Agreement is amended to read:

"Ashfill Final Disposition Fee" means the sum of \$6.84 per Ton of City Solid Waste delivered to the Facility, as the same may be adjusted in accordance with this Agreement.

3. County Solid Waste. The definition of "County Solid Waste" in Section 1 of the Agreement is amended to read:

"County Solid Waste" means Solid Waste generated in unincorporated areas of the County and in incorporated areas of the County outside of the City.

4. Solid Waste. The definition of "Solid Waste" in Section 1 of the Agreement is amended to read:

"Solid Waste" means all putrescible and nonputrescible solid and semi-solid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill and Recyclable Materials, with the exception of (a) demolition waste (as "demolition waste" currently is defined in Whatcom County Code § 24.08.040) other than that collected by a Collection Company, (b) Clean Green or other source-separated Recyclable Materials, (c) any Hazardous Waste, and (d) street sweepings and material recovered from cleaning catch basins.

5. Additional Definitions. The following additional definitions are added to Section 1 of the Agreement:

"Collection Company" means a solid waste collection company authorized by Chapter 81.77 RCW or by agreement with the City to collect Solid Waste.

6. Ashfill.

a. Removal Of Ashfill. The second sentence of Section 2.4(a) of the Agreement is deleted and replaced by the following two sentences:

Such removal shall be completed on or before the date for removal required by that certain Consent Decree dated July 5, 1996 entered in State of Washington/Department of Ecology v. Recomp of Washington, Inc., Whatcom County Superior Court Civil Case No. 96-2-01293-5. Recomp shall provide the City promptly with a copy of any and all annual or other reports which Recomp supplies to the Department of Ecology pursuant to the Consent Decree reflecting the amount of ash removed and/or expenditures made in the removal of ash.

b. Deletion of Clause. Clause (i) of the second sentence of Section 2.4(b) of the Agreement is deleted.

c. City Option To Accelerate Ash Removal. The following new Section 2.4(c) is added to the Agreement:

(c) The City shall have the right, exercisable and effective upon at least thirty (30) days' prior written notice to Recomp, to require Recomp to complete the removal of Incinerator Ash in the Ashfill sooner than required by Section 2.4(a). The City's notice of its election to require Recomp to accelerate the completion date for such Incinerator Ash removal, to be effective, must specify the date upon which such election is to become effective (the "Removal Acceleration Date") and the new date by which such removal is to be completed (the "Removal Completion Date"), and the Removal Completion Date specified in the notice must be a date which is at least two (2) years following the Removal Acceleration Date. If the City gives Recomp such a written notice, then:

(1) the second sentence of Section 2.4(a) automatically shall be deemed amended as of the Removal Acceleration Date so as to require Recomp to complete the removal of Incinerator Ash by the Removal Completion Date; and

(2) the Ashfill Final Disposition Fee shall be increased effective as of the Removal Acceleration Date to an amount which, on a net presently valued basis, will provide Recomp between the Removal Acceleration Date and the Removal Completion Date with the same sum Recomp would receive in Ashfill Final Disposition Fees if the City had not exercised its right to accelerate the removal of Incinerator Ash in the Ashfill and if the Ashfill Final Disposition Fee in effect as of the Removal Acceleration Date were to continue in effect without further adjustment throughout the remaining term of this Agreement. For purposes of such present value calculation, the parties shall use a discount rate of seven percent (7%) and shall conclusively presume that 3,210 Tons of City Solid Waste would be delivered each month to the Facility throughout the remaining term of this Agreement; and

(3) The Ashfill Final Disposition Fee, as adjusted pursuant to the immediately preceding paragraph (2), shall cease to be charged with respect to any City Solid Waste delivered to the Facility after the Removal Completion Date.

7. Clean Green. The first paragraph of Section 2.7 of the Agreement is amended to read as follows (no amendment being made to the second paragraph thereof):

2.7 Clean Green. Recomp agrees, during the entire term of this Agreement, to accept and process Clean Green delivered by the City or its agent from the City's Lakeway drop-off facility, or from a substitute City drop-off

facility, so long as either such facility is operated by the City as a voluntary drop-off facility and so long as the City uses reasonable efforts to assure that such Clean Green is free of contaminants. Recomp shall charge for such Clean Green material a fee of \$65.00 per Ton of Clean Green delivered to this Facility. The City effective at any time after December 31, 1998 may discontinue the delivery of Clean Green to the Facility upon at least ninety (90) days' prior written notice to Recomp either (a) stating the City's election to begin processing Clean Green itself, using only City personnel and facilities, in which case the City following such notice period shall be under no obligation to deliver Clean Green to the Facility for so long as the City itself continues to engage in such processing, or (b) stating the City's intention to utilize in whole or in part the processing services of a private third party and providing Recomp with a copy of the contemplated third-party agreement with respect to such services, reflecting all applicable terms and conditions, in which case the City may enter into such contemplated third-party agreement unless Recomp gives the City written notice within thirty (30) days of Recomp's receipt of the City's notice of Recomp's agreement to process Clean Green under the terms and conditions of the contemplated third-party agreement. If Recomp exercises such right of first refusal, then for a period coincidental with the proposed term of the contemplated third-party agreement, the terms and conditions of that contemplated agreement applicable to the processing of Clean Green shall apply to Recomp's processing of Clean Green under this Agreement, with the exception that the amount to be charged by Recomp for such services shall be the total of (i) the compensation provided for by the contemplated third-party agreement, plus (ii) any incremental out-of-pocket costs (such as transportation expenses) which the City would have incurred as a consequence of the contemplated third-party agreement but which the City avoids as a consequence of Recomp's exercise of its right of first refusal. Recomp shall not be obligated to accept or process any Clean Green during any period in which the City is permitted by the application of this section to discontinue the delivery of Clean Green to the Facility.

8. Medical Waste Incineration. The second paragraph of Section 2.8 of the Agreement is deleted in its entirety. The first paragraph of such section, limiting the annual tonnage of Separated Medical Waste which Recomp may incinerate, remains in full force and effect.

9. City Liability For Unrealized Disposal Fees/Permanent Improvements. A new paragraph (c) is hereby added to Section 3.1 of the Agreement, reading as follows:

(c) The City shall have no liability to Recomp for claim, loss or expense arising out of the City's inability to observe or perform in whole or in part its obligation under Section 3.1(a) hereof as a result of a Change In Law imposed other than at the urging or suggestion of the City or with its affirmative consent, if there is no practical means which can be employed by the City in light of the

Change In Law to give effect to the parties' intention that all City Solid Waste be delivered exclusively to the Facility, with the exception of any obligation the City may have with regard to Incinerator Ash remaining in the Ashfill.

10. Disposal Fee.

a. Section 6.1 of the Agreement is amended to read as follows:

6.1 General. The City authorizes Recomp to charge and collect, and Recomp agrees to charge, for its services in incinerating, otherwise processing and/or landfilling City Solid Waste, as more particularly described in Section 2.2 hereof, and for its services in undertaking the final disposition of ash in the Ashfill, as more particularly described in Section 2.4 hereof, (a) a Disposal Fee of \$69.50 per ton of City Solid Waste delivered to the Facility, plus (b) the Ashfill Final Disposition Fee. Recomp may charge, in addition to such sums, the amount of any generally-applicable taxes, levies, fees, assessments, surcharges or other charges now or hereafter imposed by any federal, state, or local governmental authority with respect to City Solid Waste delivered to the Facility which is assessed on the basis of either the volume or tonnage of Solid Waste delivered to Recomp or amounts charged by Recomp therefor. The Disposal Fee shall be subject to increase only for inflation in the manner and subject to the limitations provided for by Section 7.1 hereof, or for any capital improvement agreed to by the City and Recomp pursuant to Section 7.3 hereof. The Ashfill Final Disposition Fee shall not be subject to adjustment under Section 7.1 hereof.

b. Section 6.2 of the Agreement is deleted in its entirety.

11. Adjustment For Cost of Living.

a. Section 7.1 of the Agreement is retitled, "Adjustment of Fees for Cost of Living," and amended to read as follows:

7.1 Adjustment of Fees for Cost of Living. For the fiscal year beginning July 1, 1998, and on July 1 of each succeeding year thereafter, any Disposal Fee and Clean Green fee provided for by Section 2.7 hereof, in effect for the previous fiscal year, shall be increased by a percentage equal to eighty percent (80%) of the percentage increase, if any, in the CPI-West Index during the twelve months ending on the preceding December 31. If such index is at any time no longer published, the parties shall substitute and use a comparable inflation index.

12. Deleted Provisions. Sections 7.4, 7.5 and 7.6 of the Agreement are hereby deleted in their entirety.

DATED this 9th day of September, 1997.

CITY OF BELLINGHAM

RECOMP OF WASHINGTON, INC.

By: Mark Asmundson
Mark Asmundson, Mayor

By: Frank Moscone
Frank Moscone, President

DEPARTMENT APPROVAL:

By: [Signature]
Public Works Director

ATTEST:

[Signature]
Finance Director

APPROVED AS TO FORM:

By: [Signature]
Office of City Attorney

APPENDIX M

Olivine Disposal Site Agreement

reference . . . 01

WHATCOM COUNTY
CONTRACT NO.
9605013

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DISPOSAL SITE AGREEMENT

between

WHATCOM COUNTY WASHINGTON

AND

OLIVINE CORPORATION

Dated: May, 1996

DISPOSAL SITE AGREEMENT

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THIS AGREEMENT is made as of the 21 day of Nov., 1996, by and between WHATCOM COUNTY, WASHINGTON (the "County") and Olivine Corporation ("Operator"), a Washington Corporation.

RECITALS

- A. The County is required by state law, Chapter 70.95 RCW, to assume primary responsibility for Solid Waste management in the County and to develop a twenty-year Plan for carrying out such responsibility in accordance with applicable State and federal requirements.
- B. The County has adopted, pursuant to RCW 70.95.090, a Comprehensive Solid Waste Management Plan (the "Plan") that describes existing County Solid Waste handling facilities, the estimated long-range need for such facilities, and provides a program for orderly development of such facilities.
- C. The County is responsible to provide a Solid Waste management infrastructure to fully implement waste reduction and source separation strategies and to ensure that remaining waste is processed and disposed of utilizing the highest priority of handling consistent with Chapter 70.95 RCW and the Plan.
- D. RCW 36.58.040 authorizes the County to establish a System of Solid Waste handling for the unincorporated areas of the County, to designate Disposal Sites, and enter into agreements with operators of Disposal Sites relating to utilization of and rates charged for Solid Waste handling systems, plants, sites, and other facilities.
- E. Operator owns a Solid Waste Processing facility at 928 Thomas Road, Bellingham. Operator desires to provide Processing and disposal services for Solid Waste, including County Solid Waste, at the Facility, at Priority Levels 2, 3, 4, 6, and 7.
- F. The County, pursuant to Ordinance No. 91-041, adopted June 25, 1991 (the "Flow Control Ordinance"), has established a System of Solid Waste handling, has designated Disposal Sites for all County Solid Waste and has designated the Facility as one of those Disposal Sites.
- G. The County, pursuant to Chapter 39.34 RCW, has entered into interlocal agreements with various Cities in the County pursuant to which each City has authorized the County to designate Disposal Sites for the waste generated in such City.
- H. The County has by the Flow Control Ordinance, authorized the Solid Waste Manager of the County Department of Public Works or alternate public official designated by the County to

negotiate agreements consistent with the Flow Control Ordinance with each of the private owners or operators of Disposal Sites designated in said Ordinance establishing the maximum rate which may be charged for the services provided at the Disposal Site, among other matters. Such Agreements are subject to Approval by the County Executive and County Council.

I. The County wishes to regulate the maximum rates to be charged by Operator for its Processing and/or disposal services with respect to County Solid Waste and Operator is willing to agree to such maximum-rate regulation in consideration of the County's agreement to continue to designate the Facility as a Disposal Site in the Flow Control Ordinance and in consideration of other matters relating to Operator's Processing and/or disposal of County Solid Waste.

J. not applicable:

K. The County, pursuant to Resolution No. 96-002 adopted on January 2, 1996, has resolved that certain clarifying language and performance Standards be utilized in the preparation, negotiation and enforcement of disposal site agreements for all designated Disposal Sites.

AGREEMENT

IN CONSIDERATION of the above recitals and the mutual promises of the parties below, the parties agree as follows:

SECTION 1. DEFINITIONS.

As used herein, the following terms shall have the meaning set forth below:

"Affiliate," means, with respect to any Person, any other Person which directly or indirectly controls or is controlled by or is under common control with such Person.

"Ceiling Rate" means the maximum amount which may be charged by Operator for services provided pursuant to the Agreement exclusive of Pass-Through Charges."

"Construction and Demolition Waste" shall have the same meaning as "Demolition waste" contained in WCC 24.08.404, as amended from time to time.

"County Solid Waste" has the same meaning for purposes of this Agreement as that term is given in the Flow Control Ordinance as presently enacted, with the exception that such term shall not include waste originating within the City of Bellingham as long as such waste is governed by provisions of the Recomp/Bellingham Agreement.

"CPI-Seattle Index" means the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Seattle Metropolitan Statistical Area, All Urban Consumers (1967 -- 100). In the event said Index is revised by the Department of Labor and that

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revision distorts, in the judgment of either party, the operation or effect of Section 10.4, the parties shall negotiate in good faith a revision of Section 10.4 to compensate for such distortion.

"Environmental Law" means any federal, state or local law, code, statute, ordinance, rule, regulation, order, decree or guideline regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, including without limitation any Hazardous Substance, now in effect or hereafter promulgated, including without limitation the Model Toxics Control Act (RCW Chapter 70.105D); the Washington Water Power Pollution Control Act (RCW Chapter 90.48); the Washington Hazardous Waste Management Act (RCW Chapter 70.105); the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 1801, et seq.); and any so-called "Superfund" or "Superlien" law.

"Facility" means the Solid Waste handling and Processing facilities, together with related and appurtenant structures and equipment, of Operator located at 928 Thomas Road, Bellingham, Washington.

"Flow Control Ordinance" means Ordinance No. 91-041, adopted by the County on June 25, 1991, as amended or supplemented from time to time.

"Hazardous Substance" means any flammable, explosive, corrosive or radioactive materials, or hazardous, toxic or dangerous wastes, substances or related materials, or any other chemicals, materials, wastes or substances, the use, storage or disposal of which is prohibited, limited or regulated by any federal, state, county, regional or local authority, or any Environmental Law, or which is defined or listed as toxic or hazardous in any Environmental Law or which, even if not so regulated, listed or defined, may or could pose a hazard to health or safety.

"Non-County Solid Waste" means all Solid Waste other than County Solid Waste.

"Pass-Through Charges" means all taxes and levies, and all fees, assessments, or other charges of general applicability, including but not limited to the charges imposed by the County in the Flow Control Ordinance or otherwise, levied or imposed directly or indirectly by the United States of America, the State, or any political subdivision or taxing authority thereof (including any agency, public authority, special district, the County, any city, other public instrumentality or any other governmental entity) with respect to Operator, the Facility, the Processing or disposal of Solid Waste, or the Activities or transactions contemplated herein; provided, however, direct taxes and charges not related to the Processing of solid waste, real and personal property taxes, payroll taxes, taxes on net income of Operator, or of any of its Affiliates, are not Pass-Through Charges unless such charges are established on a basis that discriminates generally against Operator, the Facility, or one or more of the Solid Waste disposal or Processing activities of the type operated by Operator at the Facility, and further provided, that (i) the State Business and Occupation Tax and (ii) any other tax based on the gross receipts of Operator (excluding the State sales or use tax), shall be a Pass-Through Charge. "Pass-Through Charges" shall not include any fines, penalties, fees, assessments

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or other charges imposed or levied against Operator on account of any failure on Operator's part to comply with any federal, state or local law to which Operator is subject or any failure on Operator's part to comply with the Conditions or requirements of any governmental permit, license, or other authorization.

"Process Residue" means any material remaining after complete Processing has occurred, all useful products have been removed, and the remaining material has been prepared for disposal.

"Process" or "Processing" means an operation to convert a Solid Waste into a useful product or to prepare it for disposal (as stated in WAC 173-304-100(62), Minimum Functional Standards).

"Operator" means Olivine Corporation, a Washington Corporation, or any corporation into which it is merged or any corporate successor.

"Priority Level(s)" refers collectively to the priority means of processing or disposing of waste pursuant to Section 3(G)(2) through 3(G)(8) of the Flow Control Ordinance and as supplemented by Appendix B to this agreement.

"Recomp/Bellingham Agreement" means the Amended and Restated Solid Waste Disposal Agreement between Recomp of Washington and The City of Bellingham, dated as of December 22, 1993, and any renewal, extension, amendment or modification of that Agreement.

"Recyclable Materials" means all materials or substances which qualify as recyclable materials under applicable federal, state and local law, including without limitation papers, metals and glass (as provided for by RCW 70.95.030) and compostable materials (as provided for by the Flow Control Ordinance).

The "Standards" refers collectively to the standards specified in Appendix B to this Agreement, which are to be used for the purpose of determining whether a Disposal Site is eligible to receive County Solid Waste pursuant to Priority Level 2 and/or Priority Levels 3 through 5 of the Flow Control Ordinance (i.e., pursuant to Sections 3(G)(2) through 3(G)(5) of that ordinance).

"State" means the State of Washington.

"Ton" means 2,000 U.S. pounds.

"Unseparated Waste" means all County Solid Waste delivered to Operator, regardless of the amount of Recyclable Material which has been recovered prior to such delivery.

Capitalized words and phrases used in this Agreement which are specially defined in the Flow Control Ordinance have the same meanings for Purposes of this Agreement as they are given in the Flow Control Ordinance as presently enacted, except as otherwise expressly provided for herein. References in this Agreement to a "Section" are intended as references to sections of this

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Agreement unless otherwise expressly indicated; and all references to a particular "Section" encompass any separately numbered or lettered subsections within it.

SECTION 2. OPERATOR RIGHTS AND RESPONSIBILITIES.

2.1 General. In addition to its other obligations stated elsewhere in this Agreement, Operator is responsible: (a) for furnishing all skill, labor, equipment, materials, supplies, and utility services necessary to perform all services which it agrees to provide pursuant to this Agreement; (b) for securing all governmental permits, licenses, and regulatory approvals necessary for the performance of its obligations imposed on it pursuant to this Agreement; (c) for paying all applicable taxes and payments imposed on it by law; and (d) for complying with all applicable federal, state and local laws and regulations.

2.2 Process/Dispose of County Solid Waste. Operator agrees to accept and to Process and/or dispose of all County Solid Waste delivered to the Facility which may be Processed under its applicable licenses, permits, and contracts and which is Processable and/or disposable within the capacities of the Facility; provided, however, that:

2.2.1 Waste received by Operator from any other designated Disposal Facility, or Recycling Facility engaging in exempt activities described in Section 7 of the Flow Control Ordinance is not required to be included in determining whether the performance Standards set out in Section 9.1 and Appendix B have been met.

2.2.2 Operator shall not be obligated to accept and to Process and/or dispose of County Solid Waste if and to the extent that, and for the time period during which, any fire, flood, earthquake, strike or other labor disturbance, accident, war, riot, insurrection, any governmental regulation, restriction, action or judicial order other than one imposed at the instance or suggestion of Operator, act of God or any other similar cause not within Operator's control and which by the exercise of reasonable diligence Operator is unable to prevent, interferes with Operator's performance of such services; and

2.2.3 Operator may refuse to accept County Solid Waste from any Person who violates the reasonable rules established by Operator with respect to its Facility or who is delinquent in the payment of sums owing to Operator.

2.3 Ineligibility. Notwithstanding Section 2.2, Operator shall not accept any County Solid Waste which Operator is ineligible to receive pursuant to the Flow Control Ordinance, the Standards, and the terms of this Agreement.

2.4 Subcontractors.

2.4.1 General Requirements. Operator may utilize one or more additional subcontractors in the performance of any of the services to be provided by Operator pursuant to this Agreement if the subcontractor:

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- necessary for the performance of the subcontracted services; and
- (a) Has all governmental permits, licenses, and regulatory approvals necessary for the performance of the subcontracted services; and
 - (b) Has the demonstrable capability and the available capacity to provide the subcontracted service; and
 - (c) Is not the generator of the County Solid Waste with respect to which it performs its subcontracted services.

The use of the subcontractor shall be subject to prior Approval by the County Council, which shall not unreasonably be denied or delayed. Any request by Operator for Approval of a subcontractor shall be accompanied by:

- (i) such information as is requested by Manager and reasonably available, to verify that the subcontractor satisfies the requirements of section 2.4.1; and
- (ii) the duly-authorized and executed written agreement of the proposed subcontractor, to be effective automatically upon the County Council's Approval of the proposed subcontractor, to provide the subcontracted service with respect to all County Solid Waste delivered by Operator to the proposed subcontractor, to comply with and perform all obligations which Operator would have to the County under this Agreement if it were Operator performing the subcontracted service (with the exception that the subcontractor shall not be obligated to pay any additional fee to the County, and shall not be limited in what it may charge to Operator as a tipping fee for the County Solid Waste which Operator delivers to it), and to submit to the jurisdiction of the Superior Court of Whatcom County in any action by the County to enforce such obligations.

The terms and conditions of this Section 2.4.1 shall apply only to subcontractors who provide services used by Operator to achieve or maintain eligibility to accept County Solid Waste under any of Priority Levels 2 through 6 of the Flow Control Ordinance (Sections 3(G)(2) through 3(G)(6) of that ordinance) in accordance with the Standards.

2.4.2 Primary Obligation. The use by Operator of a subcontractor shall not relieve the Operator of any of its obligations under this Agreement; rather, the Operator shall be jointly and severally obligated with the subcontractor for the performance of any services performed for or on behalf of the Operator by any subcontractor.

2.4.3 All subcontractors shall meet the requirements set out in Section 2.4.1. Subcontractors which have been approved at the time this Agreement is signed are listed in Appendix A which shall be amended to add or delete subcontractors as necessary.

2.5 Weigh Scales and Scale Testing.

(a) **Weigh Scales and Records.** Operator shall operate and maintain permanent truck weigh scales at the Facility and shall weigh all vehicles delivering Solid Waste to the Facility and record the weights thereof; provided, however, Operator may waive, with the Approval of the Manager, weighing those vehicles of persons other than Haulers delivering either small loads or materials which are more appropriately estimated on a volume basis. The weight of such small loads or materials in that case shall be an estimated amount determined on a basis approved by the Manager and consistent among Disposal Sites. Operator shall maintain daily records of total Tonnage of Solid Waste delivered to the Facility. All weight records shall be retained for at least six (6) years and shall be available to the County for inspection on reasonable notice and a summary of such records shall be submitted monthly by Operator to the County.

(b) **Inspection and Testing of Scales.** Operator shall obtain and maintain scale certification as required by law. The County may inspect and test the scales at its own cost and expense once quarterly (or more frequently, if the County reasonably believes that the scales are not accurately representing waste deliveries to the Facility) upon prior request to Operator and in the presence of a representative of Operator, provided that any inspection conducted in accordance with this section shall not unreasonably interfere with Operator's operations.

2.6 Closure and Post Closure. Operator shall be responsible for all closure and post-closure requirements imposed on it by law relating to the Facility. Nothing in this subsection, however, shall be construed to restrict or limit Operator's right to seek recourse against any potentially responsible party for remediation costs.

2.7 Payment to County of Disposal Fee Surcharge.

2.7.1 General Requirements. Operator shall collect from each Person delivering County Solid Waste to the Facility, a disposal fee surcharge as provided below. The disposal fee surcharge shall be payable by Operator to the County on the last day of the succeeding month, (e.g., disposal fee surcharges which Operator is obligated to collect in January shall be paid by Operator to the County no later than the last day of February) in the amount of nine dollars (\$9.00) per ton of County Solid Waste (except Source Separated Recyclable Materials) Processed or disposed of at the Facility during the preceding month; or

The disposal fee surcharge shall not apply to materials which are Processed and/or disposed of through an exempt operation(s) under Section 7 of the Flow Control Ordinance. The County may discontinue or change the amount of the disposal fee surcharges required under this section so long as the change is made applicable to all Disposal Sites.

SECTION 3. COUNTY RESPONSIBILITIES.

3.1 Designation of Facility as Disposal Site and Opportunity to Compete. So long as Operator is not in default under the terms of this Agreement, the County shall designate the Facility as a Disposal Site.

3.1.1 This Agreement is not intended to be exclusive and nothing herein contained shall be construed to prevent the County from contracting with other service providers to provide Solid Waste disposal and Processing services or from designating other facilities as Disposal Sites, nor to prevent Operator from contracting to provide disposal and Processing services to third parties.

3.1.2 The County intends that the System for handling Solid Waste be an open and fair one, and to that end, covenants not to enact legislation or adopt rules, through the amendment, repeal, or supplementation of the Flow Control Ordinance and the Standards prior to December 31, 2010, the effect of which would be to deny Operator the continuous opportunity to compete with other solid waste handling facilities to provide disposal and Processing services, subject to generally applicable Solid Waste disposal criteria and/or performance standards established by the County.

3.2. Compensation For Damage Or Loss Caused By Certain County Actions.

3.2.1 The County agrees to pay to Operator an amount equal to the reduction in net revenues which Operator generates through the provision of disposal and Processing services for County Solid Waste in accordance with this Agreement, occurring solely and directly as the result of any amendment, supplementation, or repeal of County ordinances or regulations (including but not limited to the Flow Control Ordinance, prior to May 31, 2000, other than changes:

- (i) which the County in good faith determines it must make in order to comply with federal and State law;
- (ii) not inconsistent with the Standards and which encourage reductions in the generation of County Solid Waste, and/or increases in source separation of Recyclable Materials;
- (iii) to exempt Construction and Demolition Waste from the coverage and designation requirements of the Flow Control Ordinances; and/or
- (iv) as a result of local referendum or initiative which are not initiated or sponsored by the County Council.
- (v) to permit delivery of County Solid Waste to either a designated Disposal Site or a location outside of the State of Washington.
- (vi) to the Standards made pursuant to Section 9.3.

For purposes of this section, reduction in net revenues shall be determined by calculating the difference between any reductions in the Operator's revenues and any reductions in the Operator's costs.

The County shall not be obligated to compensate Operator for reductions in net revenues

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which would have occurred regardless of any such change in law. The Operator shall have the burden of establishing by a preponderance of the evidence that any lost revenues claimed by Operator pursuant to this Section 3.2.1 derive solely from such change in County law.

3.2.2 The County shall have no obligation to compensate Operator for changes in County laws or rules occurring after May 31, 2000, nor liability for any loss or claim of damages in excess of lost net revenues, as, and to the extent provided in Section 3.2.1.

3.2.3 This Agreement does not confer upon Operator any right to challenge or to seek to enjoin any repeal, amendment, adoption or other change of any law imposed or applied by the County which Operator would not enjoy in the absence of this Agreement.

3.3. Enforcement of Flow Control Ordinance. The County agrees to take all reasonable steps necessary to enforce compliance with the Flow Control Ordinance and the Standards, and all other County laws pertaining to the delivery and disposal of County Solid Waste. Such enforcement shall be accomplished by the means provided in Sections 9 and 12 of the Flow Control Ordinance.

3.4. Other Disposal Site Agreements. The County acknowledges that the System of Solid Waste management which the County has adopted is one which is designed to encourage Disposal Sites to compete among themselves to make available the highest priority Processing and disposal services, and that material differences in terms between disposal site agreements entered into by the County with owners or operators of designated Disposal Sites could unfairly confer a competitive advantage or disadvantage on one or more Disposal Sites. Consequently, all disposal site agreements entered into by the County prior to May 31, 2000, shall rely on the same Standards and the same material terms. Nothing in this Section shall preclude the County from negotiating additional specific terms in other disposal site agreements which are not in conflict with the terms in this agreement, state and federal law, and county regulations. Additional terms shall be permitted only if they do not confer an advantage not enjoyed by all disposal sites under their respective disposal site agreements. The designation of the Priority Level(s) applicable to other Disposal Sites under other disposal site agreements in each instance shall be based upon the County's reasonable determination that the Disposal Site is capable of satisfying the Standard applicable to such Priority Level(s).

SECTION 4. LIMITATION OF COUNTY RESPONSIBILITY.

The County shall have no responsibility regarding the quality, quantity, character or composition of County Solid Waste delivered to the Facility, except that the County agrees to use all reasonable measures that it may lawfully employ to prevent the delivery to the Facility of Hazardous Substances. This Agreement is not a "put-or-pay" contract, and the County is not obligated to cause any County Solid Waste to be delivered to the Facility. This section shall not alter the County's obligation to enforce the Flow Control Ordinance pursuant to Section 3.3.

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SECTION 5. OPERATOR REPRESENTATIONS AND WARRANTIES.

The Operator represents and warrants to the County as follows:

5.1 Organization and Authority. The Operator is duly incorporated, validly existing, and in good standing under the laws of the State of Washington, and has all requisite corporate authority to enter into and perform its obligations under this Agreement.

5.2 Authority.

(a) Operator has been duly authorized to execute this Agreement, to make the representations and warranties set forth in it, and to perform the obligations of Operator under it in accordance with its terms.

(b) Neither the execution of this Agreement nor performance by Operator of its obligation hereunder conflicts with or will conflict with or result in a breach of any instrument, restriction, covenant, agreement, or other undertaking to which Operator is bound.

5.3 Government Authorizations and Consents. Operator has such licenses, permits and other authorizations from federal, state and governmental authorities as are necessary for the performance of its obligations under this Agreement. Appendix A contains a description of the facility along with a list of all such required authorizations.

SECTION 6. COUNTY REPRESENTATIONS AND WARRANTIES.

6.1 The County represents and warrants to Operator that it is a political subdivision duly organized and validly existing under the constitution and laws of the State.

6.2 The County has been duly authorized to execute this Agreement, to make the representations and warranties set forth in it, and to perform the obligations of the County in accordance with its terms.

6.3 Neither the execution of this Agreement nor performance by the County of its obligations hereunder conflicts with or result in the breach of any instrument, restriction, covenant, agreement, or undertaking to which the County is party or by which the County is bound, and does not violate or conflict with the County's Charter or ordinances of the County.

SECTION 7. INTERLOCAL AGREEMENTS. After an interlocal agreement with a City has been executed, and for so long as the Flow Control Ordinance remains in effect during the term of this Agreement, the County agrees that it will use good faith efforts to not enter into or permit any material modification to such agreement, nor relinquish any of its rights or release that City from any of that City's obligations under such interlocal agreement, if any such modifications, relinquishment or release, individually or taken together with all such prior modifications, relinquishments or

releases, would materially affect the applicability of the Flow Control Ordinance to or within any City or the obligation of any City to comply with the Flow Control Ordinance. The County agrees to perform all of its obligations under each such interlocal agreement sufficient to obligate the City to perform thereunder.

SECTION 8. OWNERSHIP OF COUNTY SOLID WASTE DELIVERED TO FACILITY.

Title to County Solid Waste received by Operator and which Operator is eligible under the Flow Control Ordinance and this Agreement to accept, including Recyclable Material, shall pass to Operator upon the unloading of such County Solid Waste at the Facility.

SECTION 9. FACILITY OPERATIONS.

9.1 Scope of Operation; Level Designation.

9.1.1 Eligibility To Accept County Solid Waste. Operator warrants that it has the capability as of the execution of this Agreement to provide, at its Facility, Processing and disposal services at Levels 2, 3, 4, 6, and 7, (as described in Section 3(G) of the Flow Control Ordinance and the Standards). The County has determined that the Operator has the capability of operating as a Level 2 facility. Based on this determination, the County specifies the facility as a Level 2 Disposal Site. The description of the Operator's available Processing and disposal services are described in Appendix A, with the following limitations as to the utilization of Operator's available Processing and disposal services:

(a) The Flow Control Ordinance requires all County Solid Waste to be delivered to the Disposal Site(s) which have the technical capability and available capacity to Process or dispose of such waste at the highest priority means of Processing or disposing of that waste, as described in Section 3(G) of the Flow Control Ordinance;

(b) Operator shall be free to accept County Solid Waste to the extent of Operator's capacity to Process and/or dispose of waste at a specific Priority Level so long as there is no available capacity at a higher Priority Level at any designated Disposal Site;

(c) If at any time Operator fails to satisfy the Standard applicable to a specific Priority Level, Operator shall be free to Process and/or dispose of County Solid Waste at any lower Priority Level, provided that Operator satisfies the Standard applicable to such lower Priority Level and there is no available capacity at a higher Priority Level at any other designated Disposal Site; and,

(d) At all times the Operator will use its best reasonable efforts to operate at the highest Priority Level at which it is capable of operating.

9.1.2. Satisfaction of Standards. The Manager shall make a determination as to whether the Standards for a given Priority Level are being satisfied. Operator will provide the County with information in such form and containing such content as the Manager reasonably may prescribe, both as to Operator and as to any subcontractor of Operator, sufficient to enable the Manager to determine the Priority Level(s) at which Operator is eligible to operate within thirty (30) days following the end of each month and at any other time that such information may be required by the Manager in order to administer the Flow Control Ordinance.

Operator's satisfaction of the Standards shall be determined by considering the cumulative percentage of recovery of Recyclable Materials from County Solid Waste achieved by Operator during the preceding three hundred sixty-five (365) days. However, within any such 365-day period the following days shall be ignored:

- (a) any days prior to the execution of this Agreement; and
- (b) any days during which the Operator is unable to satisfy the standards applicable to any Priority Level established in this agreement as a consequence of any act of God, war, civil disturbance, fire or other casualty, vandalism, sabotage, or other similar cause beyond the reasonable control of Operator or the subcontractor, provided that Operator and/or the subcontractor is undertaking diligent and continuous good faith efforts to resume Processing/disposal services at that Priority Level at the earliest practical date.

If at any time the Manager determines that the Operator is not meeting the Standards of a Priority Level, then, pursuant to a written request by the Manager, the Operator shall provide within 30 days reasonable evidence demonstrating that the Operator has the capability to satisfy the Standards within a reasonable period of time. If satisfactory evidence is not provided the Manager, by written notice, shall declare the Operator ineligible to receive County Solid Waste at the Priority Level and make a determination of what, if any, lower Priority Level the Operator may Process and/or dispose of County Solid Waste.

9.1.3. Operation Grace Period.

Upon written notice by Operator proposing to begin operation at a Priority Level and acceptance of the proposal by the Manager, the Operator shall have a three month grace period to satisfy the Standards for the Priority Level, but only so long as there exists County Solid Waste available to the proposed Priority Level and the Operator uses its continuous best efforts to meet those Standards during such time period. If, during this time period, the Standards are not met or the Manager determines that the Operator has not used its continuous best efforts to meet the Standards, the Operator will no longer be deemed to be eligible to Process and/or dispose of County Solid Waste at the specified Priority Level.

9.1.4. Calculation of Recovery of Recyclables. The following rules shall be employed in determining the extent to which Recyclable Materials are recovered from County Solid Waste by

Operator or by any subcontractor which Operator is permitted to use under Section 2.4 for purposes of the Standards:

- (a) If Operator or the subcontractor(s):
 - (i) elects to segregate County Solid Waste and Non-County Solid Waste and keep separate records for each, then satisfaction of the Standards shall be determined exclusively with reference to the segregated County Solid Waste; or
 - (ii) elects to commingle County Solid Waste which it receives with Non-County Solid Waste, then satisfaction of the Standard shall be determined on a combined basis with reference to all County Solid Waste and the Non-County Solid Waste with which it is commingled.
- (b) Only those Recyclable Materials that are recovered through the sole and ongoing actions and efforts of the Operator or the subcontractor(s), shall apply towards the satisfaction of Standards.
- (c) Recyclable Materials are not to be considered as having been recovered for purposes of the Standards if the extent of their recovery attributable to the actions of the Operator or subcontractor(s) cannot reasonably be measured.

9.2. Amendments to the Scope of Operation (Appendix A). Should any change occur within the Operator's available Processing and/or disposal Priority Level(s) and/or the capacity of each, Appendix A shall be amended by the Manager noting such changes and a copy of such amendment shall be transmitted by the Manager to all other designated Disposal Sites.

9.3. Amending Priority Level 2 Standards. If at any time it reasonably appears to the County that it is not possible for substantially all County Solid Waste in the system consistently to be Processed at Priority Level 2, in accordance with the Standard applicable to that Priority Level, the County shall be free (without incurring any liability to Operator) unilaterally to reduce the percentage recovery of Recyclable Materials required by that Standard to a percentage reasonably determined to be the maximum recovery percentage consistently achievable within the system with respect to substantially all County Solid Waste, provided that the reduction is applied to all designated Disposal Sites. If the County elects to make such a unilateral reduction, a revised substitute Appendix B shall be attached to this Agreement reflecting the reduction.

9.4. Inapplicability of Section. The provisions of this Section 9.1 shall cease to apply if the County repeals the Flow Control Ordinance or amends it in such a manner as to make the application of this section unreasonable or nonsensical.

SECTION 10. RATES CHARGED FOR PROCESSING/DISPOSAL OF COUNTY SOLID WASTE.

10.1 Overview of Rates. The Ceiling Rate charged by Operator for services provided pursuant to this agreement shall not exceed \$87.50 per ton as adjusted annually for changes in the CPI pursuant to Section 10.4. The total amount (tipping fee) charged by Operator to all Haulers that deliver County Solid Waste to the Facility shall not exceed the Ceiling Rate plus all Pass-Through Charges. The total amount charged to all other persons that deliver County Solid Waste to the Facility shall not exceed 125% of the Ceiling Rate, plus the total of all Pass-Through Charges (which amount shall be rounded up to the next higher whole dollar). Operator shall be free at any time in its discretion to charge less for its services than the Ceiling Rate permitted by this Agreement.

Notwithstanding the foregoing, this Section 10 shall not apply to Solid Waste delivered to the Facility pursuant to any contract binding on Operator of the kind referenced in Section 6B(1) or (2) of the Flow Control Ordinance.

10.2 Definitions. Accounting terms used in this Section 10 shall have the meanings ascribed to them by generally accepted accounting principles unless such GAAP meanings are inconsistent with the definitions set forth in Section 1, in which case the Section 1 definitions shall control.

10.3 Initial Maximum Rate. For the period beginning on the date of this Agreement and ending May 31, 1997, the Ceiling Rate shall be \$87.50 per Ton.

10.4 Adjustment of Ceiling Rate for CPI Change. For the year beginning June 1, and for each succeeding year thereafter beginning June 1, the Ceiling Rate in effect for the previous year shall be adjusted upwards by 80% of the percentage increase, or downwards by 80% of the percentage decrease, in the CPI-Seattle Index during the year ending on the immediately preceding December 31. The adjusted Ceiling Rate shall become the "Ceiling Rate" as such term is used herein. The County shall give written notice thereof to each City, to each Hauler operating in the County and in each City, and to the Washington Utilities and Transportation Commission a minimum of three (3) months before the rate increase is to take effect.

10.5 Changes to Ceiling Rate. After May 31, 2000 Operator may request an additional increase to the Ceiling Rate which is in effect pursuant to Sections 10.3 and 10.4. Any such increase in Ceiling Rate under this Section shall become effective only after the County Council has approved of such increase, which approval the County will not unreasonably delay or withhold. However, the County shall be free, in considering any request by Operator for such an increase, to take into consideration the cost effectiveness of the Operator's services if the increase is approved in comparison to the cost of other Processing and disposal options.

Operator's request for an increase in the Ceiling Rate pursuant to this Section shall be accompanied by a fully documented explanation of the proposed change and the reasons it is

necessary. Within 45 days of the request, the parties shall discuss in good faith any differences in position and shall document in a written memorandum the adjusted Ceiling Rate including the additions agreed upon. The new adjusted Ceiling Rate shall become effective on the first day of the fourth month following the date that written notice has been given to each Hauler operating in the County and each City and to the Washington Utilities and Transportation Commission.

10.6 Pass-Through Charges. Pass-Through Charges in effect on the date on this Agreement, with respect to County Solid Waste delivered to the Facility by Haulers, are as follows: County disposal fee surcharge not to exceed \$9.00 per Ton (the County may consider from time to time reducing the amount to be charged as a disposal fee surcharge) and State Business and Occupation Tax of 1.829%, January 1996, the combined effect of which is \$10.65, at ceiling rate. Pass-Through Charges in effect on the date of this Agreement, with respect to County Solid Waste delivered to the Facility by persons other than Haulers are as follows: County disposal fee surcharge of \$9.00 per Ton; State Business and Occupation Tax of 1.829%; and State refuse collection tax of 3.6%. This level of Pass-Through Charges will increase or decrease only as a result of changes in the Pass-Through Charges currently in effect or due to the imposition of new Pass-Through Charges. It is noted that no County Health Department fee is in effect as of the execution of this Agreement.

Operator shall give the County thirty (30) days' prior written notice of any new or increased Pass-Through Charge which Operator intends to impose, stating with particularity in the case of any new charge the basis upon which Operator contends that such charge constitutes a Pass-Through Charge as defined by this Agreement. If in any instance the County disagrees with Operator's contention that it is entitled to impose the new or increased charge reflected in its written notice as a Pass-Through Charge, the County within such thirty (30) day period may institute arbitration proceedings pursuant to Section 21 to determine Operator's right to impose such new or increased charge as a Pass-Through Charge. Except as otherwise may be agreed by the parties in writing, a failure by the County to initiate such an arbitration proceeding shall be deemed as concurrence by the County that the new or increased charge may be imposed by Operator as a Pass-Through Charge.

10.7 Arbitration of Ceiling Rate and Other Adjustments if Parties Cannot Agree. In the event the parties cannot agree on a new adjusted Ceiling Rate, a change to the Pass-Through-Charges or the interpretation or application of any other provision contained in this Section 10, the dispute shall be resolved by arbitration pursuant to Section 21 on the written request of either party.

Until the parties agree to a new Ceiling Rate or new additions, or upon any new or increased Pass-Through Charge, which become the subject of any such arbitration, the previously applicable Ceiling Rate or Pass-Through Charges (as the case may be) shall continue to apply. However, the arbitrator or arbitrators may reflect in the new Ceiling Rate, the new additions or reductions, or any new or increased Pass-Through Charges (as the case may be) set in the arbitration proceeding, the net revenue lost or gained by Operator during such proceeding and interest on said sum at Operator's Borrowing Rate.

Any new Ceiling Rate and any additions determined by arbitration or agreed upon in the course of arbitration shall become effective on the first day of the fourth month succeeding the date that written notice thereof has been given to each Hauler operating in the County and each City and to the Washington Utilities and Transportation Commission. Any new or increased Pass-Through Charges shall become effective on the first day of the second month following such a notice to Haulers.

10.8. Operator agrees to receive and dispose of at least 50 tons of solid waste per calendar year at no cost to the generator of such waste. Determination of who may benefit from the free disposal opportunities and the scheduling for receipt and disposal of such waste shall be as mutually agreed to by the Manager and Operator.

SECTION 11. CHANGES TO STANDARDS. Any repeal of or changes to the Standards enacted by the County shall be applicable to all Disposal Sites and shall not conflict with the County's obligations under Section 3.1.2. If the Standards are changed or repealed by the County, a revised substitute Appendix B shall be attached to this Agreement reflecting the change or repeal. This section does not affect the obligations of the County set out in Section 3.2.

SECTION 12. TERM OF AGREEMENT; SURVIVAL OF OBLIGATIONS. This Agreement shall take effect on the date of execution and, unless sooner terminated as provided in Section 13, shall remain in full force and effect through midnight of December 31, 2010, at which time it shall terminate and except as provided in Section 12.2 below, all obligations of the County and Operator herein shall cease.

12.1 Effect of Changes to County Regulations. If, at any time after May 31, 2000 the County repeals or makes amendments to the Flow Control Ordinance or Standards which render Sections of this Agreement meaningless or invalid, then those Sections of the Agreement shall be deemed severed and have no further force or effect. The remaining provisions of the Agreement shall remain in effect until midnight of December 31, 2010.

12.2 Survival of Obligations.

12.2.1 The County's obligation under Section 16 of this Agreement shall survive expiration or sooner termination of this Agreement.

12.2.2 Operator's obligations under Sections 14, 16, and 19 of this Agreement shall survive expiration or sooner termination of this Agreement.

SECTION 13. DEFAULT AND REMEDIES.

Neither party shall be in default under this Agreement except by means of that party's action or inaction described in this Section 13. The remedies described in this Section 13 shall be the exclusive remedies available to each party under this Agreement. The exclusivity of such remedies,

however, shall not be deemed to preclude the County from declaring an emergency under the Flow Control Ordinance in any circumstance in which such a declaration is necessary and appropriate.

13.1 Operator Events of Default. A Operator "event of default" shall mean any of the following events or conditions which shall have occurred and be continuing, unless such event or condition is expressly excused by the terms of this Agreement or is the result of an act or omission of the County:

(a) Operator, for a reason or reasons other than the performance of repair and maintenance of the Facility at reasonable intervals and for a reasonable period of time in any such interval, fails or refuses, which failure or refusal continues for a period of three (3) days or more after written notice thereof by the County, to accept for Processing or disposal all County Solid Waste which is delivered to the Facility and which Operator is obligated to accept under this Agreement and/or the Flow Control Ordinance.

(b) Operator's representations and warranties contained in Section 5 shall have proved to be materially false and Operator has been unable or unwilling to remedy such falsity during the thirty (30) days following the County's written notice thereof to Operator;

(c) Operator has filed, or consented by answer otherwise to the filing against it of, a petition for relief or reorganization in bankruptcy, for liquidation, or to take advantage of any bankruptcy or insolvency law of any jurisdiction; or makes an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency laws; consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, with respect to any substantial part of its property; is the subject of an order for relief in any involuntary case under Title 11 of the United States Code; or takes corporate action for the purpose of any of the foregoing;

(d) A court or governmental agency of competent jurisdiction enters an order appointing, without the consent of Operator, a custodian, receiver, trustee or other officer with similar powers with respect to Operator or any substantial part of Operator's property, or if an order for relief is entered in any case or proceeding for liquidation or reorganization of Operator, or ordering the dissolution, winding up or liquidation of Operator, or if any petition for any such relief is filed against Operator in any court of appropriate jurisdiction and such order or petition as the case may be, has not been vacated or dismissed, within ninety (90) days; and

(e) Operator is in material breach or default with respect to any other of its obligations (including but not limited to its obligations under Section 9.1) contained in this Agreement, and the breach or default continues for more than thirty (30) days following written notice by the County to Operator the material breach or default.

13.2 County Remedy for Operator Event of Default. If a Operator event of default shall have occurred, then the County may take one or more of the following actions:

(a) amend, modify, or repeal the County's designation of the Facility as a Disposal Site under the Flow Control Ordinance and Section 3(E) or Section 9 thereof;

(b) terminate this Agreement;

(c) exercise its rights under Section 14;

(d) seek to recover money damages caused by the Operator event of default; or

(e) seek specific performance by Operator of its obligations under this Agreement, or other equitable relief.

Any action by the County taken under Section 13.2(d) or (e) shall be taken by means of arbitration pursuant to Section 21, with the exception that the County shall be free without first resorting to arbitration to seek and obtain any temporary, preliminary or permanent injunctive relief as may be necessary to restrain any material violation by Operator of the Flow Control Ordinance or any other law by which the County regulates the flow of County Solid Waste. In addition to the remedies provided for by this Section 13.2, the County shall be free to pursue such actions or proceedings against Operator or others as may be available to the County on account of the delivery of County Solid Waste to Operator in violation of the Flow Control Ordinance or any such other law by which the County regulates the flow of County Solid Waste.

13.3 County Event of Default. A County "event of default" shall mean any of the following events or conditions which shall have occurred and be continuing, unless such event or condition is the result of a fire, flood, earthquake, strike or other labor disturbance, accident, war, riot, insurrection, any federal or State governmental regulation, restriction, action or judicial order other than one imposed at the instance or suggestion of the County, any act of God, or any other similar cause not within the County's control and which by the exercise of reasonable diligence the County is unable to prevent, or is the result of an act or omission of Operator:

(a) The County's representations and warranties contained in Section 6 shall have proven to be materially false and the County has been unable or unwilling to remedy such falsity thirty (30) days after Operator's notice thereof to the County;

(b) The County is in material breach or default with respect to any other of its other obligations contained in this Agreement, and such breach or default continues for more than thirty (30) days after written notice by Operator to the County of the County's material breach or default.

13.4 Operator Remedy for County Event of Default. If a County event of default shall have occurred and be continuing, Operator may take one or more of the following actions:

(a) terminate this Agreement;

(b) seek to recover money damages sufficient to compensate it for the damage caused by the County event or default; or

(c) seek specific performance by the County of its obligations under this Agreement, or other equitable relief.

Any action taken by Operator under Section 13.4(b) or (c) shall be taken by means of arbitration pursuant to Section 21, with the exception that Operator shall be free without first resorting to arbitration to pursue any equitable relief necessary to obtain prompt and continuing enforcement by the County of the Flow Control Ordinance or any other law by which the County regulates the flow of County Solid Waste. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Operator shall have no right to seek or obtain money damages from the County on account of any County event of default which is based upon a breach or default by the County with respect to the County's obligations pursuant to Section 3.3 ("Enforcement Of Flow Control Ordinance"); but Operator shall be free in the case of any such County event of default to seek and obtain such judicial injunctive or other equitable relief as may be appropriate, without first resorting to arbitration.

SECTION 14. SECURITY FOR PERFORMANCE - ACCESS EASEMENT.

To further secure Operator's performance of its obligations under this Agreement, Operator agrees contemporaneously with the execution of this Agreement to grant to the County an easement in the form attached hereto as Appendix C (or to cause the owner of the real property on which the Facility is located to execute such easement, if Operator is not the owner thereof), making available to the County on a temporary basis any transfer station at the Facility if Operator completely abandons all Processing and disposal operations at the Facility for a period of three (3) or more consecutive working days. Such easement shall be granted by Operator within thirty (30) days of the execution of this Agreement by means of a proper instrument duly recorded in the records of Whatcom County, shall be over and across Operator real property for the purpose of ingress and egress to the existing Facility transfer station, shall be for the benefit of the County and commercial haulers of County Solid Waste duly authorized by the County to use the easement, shall be effective for a period of ninety (90) days following Operator's complete abandonment of all Processing and disposal operations at the Facility for a period of three (3) consecutive working days or more.

SECTION 15. INSURANCE.

15.1 General. At all times during the term of this Agreement, Operator shall maintain and pay for the insurance coverage designated in this section from an insurance company or companies reasonably acceptable to the County that are qualified to do business in the State of Washington. The required insurance coverage shall be written by an admitted insurer in the State of Washington with a current A.M. Best rating of at least A VI. Operator shall give the County thirty (30) days prior written notice of any cancellation, reduction, or modification of the insurance required under this section.

15.2. Coverage. The amount and extent of coverage shall be (a) reasonable in relation to the various risks to be insured against; (b) comparable to insurance customarily carried by companies conducting operations similar to those being conducted at the Facility; (c) available at reasonable cost; and (d) have a deductible amount reasonably suited to Operator and its operations. Operator shall maintain insurance against the following risks, at a minimum:

- Extended bodily injury
- Coverage for acts of employees
- Premises/operators liability (M&C)
- Owner's and contractor's protective liability
- Blanket contractual liability
- Broad form property damage liability
- Personal injury (including coverage A, B, C) and coverage for acts of employees
- Automobile liability, including coverage for owned, leased, or hired vehicles
- Explosion, collapse, underground damage (referred to as "XCU")

15.3. Claims Made. If any coverages are on a claims made form, the retroactive date shall be prior to or coincident with the beginning date of the contract, and the policy shall state that coverage is claims made, and state the retroactive date. The Operator shall execute a form of guarantee acceptable to the County to assure financial responsibility for liability for services performed for a period of three (3) years following the completion of the contract (for example, that claims made form coverage shall be maintained by the Operator for a minimum of three (3) years following the termination of the contract and the Operator shall annually provide the County with a fully executed Certificate of Insurance as proof of renewal).

SECTION 16. INDEMNIFICATION/LIABILITY TO OTHER DISPOSAL SITES.

16.1. Operator Indemnification of County. The Operator shall indemnify, hold harmless and defend the County against any and all damages, penalties, costs, claims, demands, suits, causes or actions, and expenses (including reasonable attorneys' fees) that may be imposed upon or incurred by the County as a result of:

- (a) any claim resulting from the breach of this Agreement by the Operator or the negligence or willful misconduct of Operator, its directors, officers, employees, agents or subcontractors in the performance of Operator's obligations hereunder or the operation of the Facility; and/or
- (b) the presence or suspected presence of any Hazardous Substance in, on, or under, or migrating from, the Facility or the property upon which the Facility is located, or the violation or alleged violation of any Environmental Law, regardless of whether such presence or violation commenced or occurred prior to or during the term of this Agreement; and/or
- (c) any closure costs for which Operator is responsible pursuant to Section 2.6 ("Closure and Post-Closure Costs");

Provided, that Operator shall have no obligation under this provision to indemnify the County for any such matter to the extent that such matter arises from the County's breach of this Agreement, or from the negligence or other misconduct or omission of the County or any City or their respective employees, officers, or agents.

16.2. County Indemnification of Operator. The County shall indemnify, hold harmless, and defend Operator against any and all damages, penalties, costs, claims, demands, suits, causes or actions, and expenses (including reasonable attorneys' fees) that may be imposed upon or incurred by Operator as a result of any third-party claim resulting from the breach of this Agreement by the County or from the County's negligence or willful or other tortious misconduct or that of its employees, agents, or contractors in the performance of the County's obligations under this Agreement; provided, that the County shall have no obligation under this provision to indemnify Operator for any matter to the extent that such matter arises from Operator's breach of this Agreement, or from the negligence or other misconduct or omission of Operator or its employees, officers, or agents.

16.3. Right Of Other Disposal Sites To Enforce Obligations. Operator acknowledges and agrees that its obligation pursuant to this Agreement to comply with the Flow Control Ordinance (as clarified and supplemented by the Standards), and its obligation to refrain from accepting, Processing or disposing of any County Solid Waste which Operator at any time is or becomes ineligible to receive by virtue of the hierarchy of waste handling methods established by the Flow Control Ordinance and the Standards, are intended for the benefit of both the County and all other Disposal Sites, each of which shall be a third-party beneficiary of such obligations to the extent set out in this Section. Operator may be held liable to the owner or operator of any other Disposal Site who has complied with the conditions for designation set forth in the Flow Control Ordinance for any loss or damages sustained by such other owner or operator as a consequence of any such breach by Operator and/or any subcontractor(s) of Operator. In addition, Operator may be held liable, in any action brought by the owner or Operator of any other Disposal Site who has complied with the conditions for designation set forth in the Flow Control Ordinance, for injunctive or other equitable relief as may be necessary to restrain any threatened or existing breach by Operator of such obligations, and/or to assure specific performance thereof, without any showing of irreparable harm or of the absence of any adequate remedy at law. Any claim for damages under this section shall be resolved by arbitration pursuant to Section 21 of this Agreement. Any action for specific performance or other equitable relief may be pursued without first resorting to arbitration. Jurisdiction shall be in the Superior Court of Whatcom County.

16.3.1 In any such legal action, the prevailing party shall have the right to collect from the non-prevailing party reasonable attorneys' fees and other expenses incurred in the prosecution or defense (as the case may be) of such action, if, but only if, the disposal site agreements of both Operators contain a substantially equivalent obligation to pay attorney fees.

16.3.2 Operator consents to attorneys' fees and expenses being awarded by the court, in accordance with this Section, to the prevailing party in any action brought under this Section.

SECTION 17. RELATIONSHIP OF PARTIES: NO THIRD PARTY BENEFICIARIES.

17.1 Relationship of Parties. Except as otherwise explicitly provided herein, neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute either party a partner, agent, or legal representative of the other party, or create any fiduciary relationship between the parties.

17.2 Third Party Beneficiaries. Operator and the County agree that, except as otherwise expressly provided for by this Agreement, this Agreement and the rights and obligations created by this Agreement are solely for the benefit of the parties hereto.

SECTION 18. ASSIGNMENT, SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of Operator and the County, together with their respective successors and assigns. Operator may assign this Agreement only with the written consent of the County, obtained in advance, which consent may not be unreasonably withheld.

SECTION 19. FINANCIAL RECORDS AND AFFIDAVIT.

19.1 Inspection of Financial Records. Operator shall maintain at the Facility office at all time during the term of this Agreement and for a period of time of not less than six (6) years thereafter: (a) records pertaining to Operator's performance of its obligations under this Agreement; (b) the records of Solid Waste delivered to the Facility required to be kept by Operator pursuant to Section 2.5(a) and Section 20; and (c) data and computations supporting any request for adjustment of the Ceiling Rate made by Operator pursuant to Section 10. The Manager or the Manager's designee shall have the right at reasonable times, and on reasonable prior notice to inspect and to copy at the County's expense all records of Operator which Operator is not otherwise obligated to furnish to the Manager pursuant to this Agreement, if and to the extent that the Manager reasonably determines that inspection and copying of such records is necessary to determine Operator's satisfaction of the Standards, to determine or verify Operator's compliance with any of the terms and conditions of this Agreement. Operator shall make available such records at the Facility office or such other place as may be mutually agreeable to the parties.

19.2 Information obtained by the Manager pursuant to this Section 19.1 which is considered Confidential Information pursuant to Section 6(B)(2) of the Flow Control Ordinance shall be treated as confidential by the County and shall be protected public disclosure under RCW 42.17.310. Such information shall not be publicly disclosed by the Manager, his delegate or the County except pursuant to an Order of the Superior Court or other body of competent jurisdiction;

provided, however, that Operator shall defend, indemnify and hold harmless the County from and against all claims, fines, judgments or other liabilities under RCW 42.17.340 incurred by the County as a consequence of the County's nondisclosure of any such information in any instance.

19.3 Affidavit. Operator shall provide to the County, on or before one hundred twenty (120) days after the end of each of its fiscal years, the affidavit of its chief executive officer or chief financial officer representing and warranting that the amounts charged for the Processing of County Solid Waste delivered to the Facility pursuant to this Agreement does not exceed the amounts charged by Operator for substantially similar services with respect to Non-County Solid Waste (excluding Source Separated Recyclable Material), delivered to the Facility, except as authorized under Section 6(B) of the Flow Control Ordinance.

SECTION 20. SUBMITTAL OF INFORMATION.

Operator shall submit to the Manager the following Solid Waste information monthly no later than thirty (30) days after the end of each month:

- (a) Solid Waste Tonnages delivered on a daily basis to the Facility, broken down into County Solid Waste and Non-County Solid Waste.
- (b) Tonnages of Recyclable Materials recovered by Operator from County Solid Waste delivered to the Facility, broken down as reasonably requested by the Manager.
- (c) Tonnages of all County Solid Waste which are Processed and/or disposed of pursuant to this Agreement, broken down by category and time period in such manner as the Manager reasonably may specify in order to enable the County to determine the Priority Level(s) at which such County Solid Waste has been and is being Processed and/or disposed of in accordance with the Flow Control Ordinance, the Standards and this Agreement.
- (d) Tonnages of Process Residue landfilled during the month.

The information furnished pursuant to this Section 20 shall be available to other Disposal Sites and to the public. In addition, Operator shall furnish evidence to the County, upon the request of the Manager, that its Disposal Site is in compliance with all applicable federal, State, and local laws.

SECTION 21. DISPUTE RESOLUTION.

Unless the parties agree in writing otherwise, and except as otherwise provided for by this Agreement, all claims, controversies and disputes arising out of or relating to this Agreement, or the breach of any provision hereof (a "dispute"), or if either party shall seek to compel the other party to perform its obligations under this Agreement, the matter shall be submitted to arbitration pursuant to this Section 21 on the written request of either party.

(a) The parties shall first attempt to agree on a single arbitrator within fifteen (15) days of the date of such request. If they are unable to so agree, each party shall designate one arbitrator within ten (10) days thereafter. The two arbitrators thus designated shall select a third arbitrator, who shall be the presiding arbitrator, within ten (10) days of the designation of the later of the two of them. Failing the designation of an arbitrator by one of the parties within the first 10-day period, the arbitrator designated by the other party shall serve as sole arbitrator. If the two arbitrators designated by the parties are unable to agree on a third arbitrator, the third arbitrator shall be selected by the presiding judge of the Whatcom County Superior Court on application of either party or either arbitrator.

(b) As to any dispute arising from the setting of rates and charges pursuant to Section 10, the arbitrator(s) for such arbitration or portion thereof shall be certified public accountants or other professionals with relevant experience in Solid Waste disposal rate matters. The arbitrator(s) for any other dispute or matter submitted to arbitration need not be so qualified, but shall be capable Persons with general understanding of business or legal matters. No individual who is, or has at any time been an officer, employee, representative, attorney, or consultant of Operator or of the County or any City, or of any Affiliate of Operator, or of any Person having a disposal site agreement with the County, shall be an arbitrator without the express consent of both parties.

(c) Each party shall be entitled to join one or more third parties who are or may be liable to that party for all or part of the claim made in arbitration against that party, provided that the third party consents to being joined. The refusal by any third party to be joined shall not affect the obligation of the parties to this agreement to proceed with the arbitration. Each of the parties shall submit to such discovery and produce such documents at such times as the arbitrators may upon motion or *sua sponte* request.

(d) All arbitration hearings shall be held in Bellingham, Washington, or such other place mutually agreeable to the parties.

(e) The decision of the single arbitrator, or the majority of a panel of three (3) arbitrators. In the absence of fraud by one of the parties, the decision of the single arbitrator or majority of the panel of arbitrators shall be final and shall not be appealable to any court of law, but shall be enforceable in any court of law having jurisdiction by either party.

(f) Except to the extent inconsistent with the express provisions of this Section 21, the rules of the American Arbitration Association applicable to commercial disputes shall govern the arbitration proceedings hereunder.

SECTION 22. WAIVER.

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be

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construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

SECTION 23. GOVERNING LAWS AND JURISDICTION: NO SOVEREIGN IMMUNITY.

23.1 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in any arbitration or court proceeding in accordance with the laws of the State, without regard to the State's choice of law rules.

23.2 No Sovereign Immunity. The County hereby irrevocably waives and renounces any and all rights to sovereign immunity (or similar rights and defenses) it may have with respect to, and agrees not to raise sovereign immunity (or any similar defense) as a defense to any claim, suit or proceeding based on or arising out of this Agreement, or the transactions contemplated hereby, or breach hereof, brought against the County by or on behalf of Operator or any of its Affiliates or successors.

SECTION 24. NOTICES.

Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person, sent by certified or registered mail, postage prepaid, or transmitted by fax as follows:

If to the County:
Director
Public Works Department
311 Grand Avenue
Bellingham, WA 98225
FAX: (360) 738-4561

If to Operator:
President
Olivine Corporation
928 Thomas Road
Bellingham, WA 98226
FAX: 360 671-9462

Changes in the addresses to which such notices shall be directed may be made from time to time by either party by giving written notice thereof to the other.

SECTION 25. HEADINGS.

Section headings herein have been inserted for convenience of reference only and will not limit, expand or otherwise affect the construction of this Agreement.

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SECTION 26. COUNTERPARTS.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument.

SECTION 27. ENTIRE AGREEMENT; AMENDMENT OR WAIVER.

27.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subjects addressed herein and contains all of the terms and conditions thereof.

27.2 Amendment or Waiver. Neither this Agreement nor any provisions hereof may be changed, modified, amended or waived except by a written change, modification, amendment or waiver signed by the party against which enforcement is sought. The express rights and obligations of the parties under this Agreement may not be modified by course of dealing.

SECTION 28. SEVERABILITY.

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the enforceability of any other obligation of any party to this Agreement shall not be impaired, and the parties hereto in such event shall negotiate in good faith and agree as to such amendments, modification or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

R. D. Watts
Randall J. Watts
Chief Civil Deputy Prosecuting Attorney

By: Pete Kremen
Pete Kremen, County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 21 day of May, 1996, before me personally appeared PETE KREMEN, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Mary A. Smith
NOTARY PUBLIC in and for the State of
Washington, resident at Palmdale
My commission expires: 11/12/00



Olivine Corporation

By: Mary A. Smith
Title: President

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 16 day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared P. Kremen to me known to be the (president, vice president, secretary, treasurer, or other authorized officer or agent as the case may be) of the firm that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said firm for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument on behalf of said corporation and that the seal affixed is the corporate seal of said firm.

WITNESS my hand and official seal hereto this 16 day of May, 1996.

Pete Kremen
NOTARY PUBLIC in and for the State of
Washington, resident at Palmdale
My commission expires: 11/12/00

APPENDIX "A"

WHATCOM COUNTY / OLIVINE CORPORATION
DISPOSAL SITE AGREEMENT

Description of Facility:

OLIVINE CORPORATION
RESOURCE RECOVERY FACILITY
928 Thomas Road
Bellingham, WA 98226

Site constructed in 1984-5 to handle waste from Whatcom County. Facilities include truck scales, tipping floor, picking conveyor for recyclable materials, feed system, and combustion system including heat recovery and power generation.

Description of each Priority Level:

- Level 2 capacity: 75 tons per day
- Level 3 and 4 capacity: 110 tons per day
- Level 5 capacity: - 0 -
- Level 6 and 7 capacity: 110 tons per day
- Level 8 capacity: - 0 -

APPENDIX "B"
TO
DISPOSAL SITE AGREEMENT
Standards Applicable to Level 2 and Levels 3-5

General Principles Applicable To Standards

The Flow Control Ordinance requires delivery of County Solid Waste to the Disposal Site that has the technical capability and available capacity to Process or dispose of County Solid Waste utilizing the highest priority means available. Each designated Disposal Site's priority level technical capability and available capacity to Process and dispose of County Solid Waste at each Priority Level, together with the system's cumulative Solid Waste handling capability at each Priority Level, will be utilized by the County to enforce the provisions of the Flow Control Ordinance.

The required delivery of County Solid Waste is intended to be to a waste handling Priority Level, not a specific Disposal Site.

Standard for Priority Level 2 - Processing Of Recyclable Materials

In order to maintain Priority Level 2 site designation, a Disposal Site shall Process the Unseparated County Solid Waste delivered to the Disposal Site and recover and recycle a minimum of 20% by weight, and dispose of a maximum of 80% by weight, of the total Unseparated County Solid Waste delivered to the site. Any technology or system that recovers and recycles at least 20% by weight of the Unseparated County Solid Waste delivered to the Disposal Site shall be qualify as a Priority Level 2 Disposal Site.

The minimum 20% recovery/maximum 80% disposal requirement applies to the sum of all Unseparated County Solid Waste received at the Disposal Site, excluding the following materials only:

1. Source Separated Recyclable Materials;
2. Recyclable Materials which are removed at the Disposal Site by the Person delivering the Solid Waste;
3. Any Solid Waste delivered to the Disposal Site which is Processed in a manner that otherwise would be exempt from Disposal Site designation requirements under WCC 8.15.070A;

4. Any Solid Waste from which recovery of Recyclable Materials is precluded by federal, state, or local law, regulation or order; and
5. Any Solid Waste delivered to the Disposal Site and received through payment of a disposal fee that varies from that approved by the County.

Standard for Priority Levels 3 Through 5 - Disposal Of Separated Waste

In order to maintain Priority Level 3, 4 and/or 5 eligibility, a Disposal Site shall Process the Unseparated County Solid Waste delivered to the Disposal Site and recover and recycle a minimum of 7% by weight, and dispose of a maximum of 93% by weight, of the total Unseparated County Solid Waste delivered to the Disposal Site. The minimum 7% recovery/maximum 93% disposal requirement applies to the sum of all Unseparated County Solid Waste received at the Disposal Site, excluding the following materials only:

1. Source Separated Recyclable Materials;
2. Recyclable Materials which are removed at the Disposal Site by the Person delivering the Solid Waste;
3. Any Solid Waste delivered to the Disposal Site which is Processed in a manner that otherwise would be exempt from Disposal Site designation requirements under WCC 8.15.070A;
4. Any Solid Waste from which recovery of Recyclable Materials is precluded by federal, state, or local law, regulation or order; and
5. Any Solid Waste delivered to the Disposal Site and received through payment of a disposal fee that varies from that approved by the County.

DNS Determination of Nonsignificance

WHATCOM COUNTY
PLANNING AND
DEVELOPMENT SERVICES
5280 Northwest Drive
Bellingham, WA 98226



Michael Knapp, A.I.C.P.
Director

Roland Middleton
Land Use Division Manager

MEMORANDUM

TO: Ravyn Whitewolf - Public Works (Solid Waste)
FROM: John Guenther - Land Use (SEPA) *JG*
DATE: January 23, 1998
SUBJECT: Status of the SEPA Determination for the *1998 Draft Comprehensive Solid Waste Management Plan*

On December 5, 1996, a SEPA Determination of Non-Significance (DNS), was issued for the *Draft Comprehensive Solid Waste Management Plan* (CSWMP). Based on my review of the proposed amendments to the CSWMP, I have determined that the proposed amendments are not substantial regarding SEPA and will not result in significant adverse environmental impacts.

Pursuant to WAC 197-11-340(3) and WAC 197-11-600(3)(i)(ii), the DNS will not be withdrawn and stands as initially issued for this document.

Please do not hesitate to contact me at 50207 if you have any questions or concerns.

cc: Reading File

WHATCOM COUNTY
PLANNING AND DEVELOPMENT SERVICES
5280 NORTHWEST DRIVE SUITE B
BELLINGHAM, WA 98226
676-6907 380-8100

File #SEP96-0199

LAND USE DIVISION
DETERMINATION OF NONSIGNIFICANCE (DNS)

Description of the Proposal: Adoption of the 1996 Comprehensive
Solid Waste Management Plan for Whatcom County.

Proponent: Public Works

Location of proposal, including street address, if any: Whatcom
County

Lead Agency: Whatcom County Land Use Division

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

There is no comment period for this DNS


This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted by 12-20-96.

Responsible official: Roland Middleton

Position/Title: DEPUTY SEPA OFFICIAL Telephone: 676-6907

Address: 5280 NORTHWEST DRIVE, SUITE B Bellingham, WA 98226

Date: 12-5-96

Signature: 

An aggrieved person or agency may appeal this determination to the Whatcom County Hearing Examiner. Application for appeal must be filed on a form provided by the Land Use Division at 5280 Northwest Road Suite B Bellingham, 98226 no later than 12-30-96.

You should be prepared to make a specific factual objection. Contact the Land Use Division to read or ask about the procedures for SEPA appeals.

APPENDIX O

Adopting Ordinance

SPONSORED BY: Consent

PROPOSED BY: Executive

INTRODUCTION DATE: April 4, 2000

RESOLUTION NO. 2000-020

A RESOLUTION ADOPTING AN UPDATED COMPREHENSIVE SOLID WASTE
MANAGEMENT PLAN FOR WHATCOM COUNTY

WHEREAS, Whatcom County has prepared a proposed draft Comprehensive Solid Waste Management Plan dated December 1997, as directed by RCW 70.95.110 and regulations; and

WHEREAS, the December 1997 draft Plan incorporates significant revisions to the 1989 Plan; and

WHEREAS, such draft Plan has been developed by the Whatcom County Department of Public Works in cooperation with the Solid Waste Advisory Committee; and

WHEREAS, the draft Plan was submitted to the Department of Ecology for its comment as required by law; and

WHEREAS, an Environmental Impact Statement has been prepared on the Plan to comply with the State Environmental Policy Act; and

WHEREAS, certain revisions and amendments have been proposed by the Department of Ecology and others to the December 1997 draft Plan; and

WHEREAS, the County Council has reviewed the December 1997 draft Plan and certain proposed amendments to that Plan, those amendments originating from several sources, including but not limited to the Department of Ecology, the public, and the Department of Public Works, and which were circulated to the Solid Waste Advisory Committee for review and comment, with the comments having been provided to and reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that it adopts the Comprehensive Solid Waste Plan attached hereto and by this reference incorporated herein. Said Plan as hereby adopted includes the amendments and changes to the December 1997 draft Plan as shown in the attached Exhibit A. As finally approved, the plan is, in the opinion of the Council, fully responsive to the needs of Whatcom County and in compliance with applicable laws and regulations.


BE IT FURTHER RESOLVED that the adopted Plan shall be submitted, as required by law,

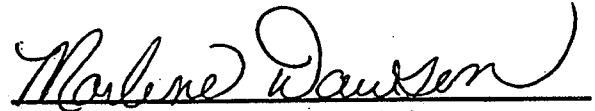
to the Department of Ecology for post-adoption review. The Plan shall become effective forty-five (45) days from the date of submittal unless the Department of Ecology requires further amendments or changes.

APPROVED this 18 day of April, 2000.

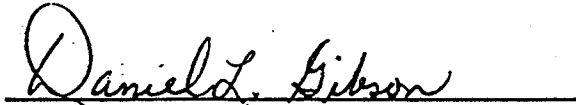
ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON


Dana Brown-Davis, Clerk of the Council


Marlene Dawson, Council Chair

APPROVED AS TO FORM:


Civil Deputy Prosecutor