

Washington Utilities and Transportation Commission Cost Assessment

Appendix

A

Appendix A

Washington Utilities and Transportation Commission Cost Assessment

This plan is prepared for King County and its incorporated cities, excluding Seattle and Milton.

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DEFINITIONS

Throughout this document:

Year 1 refers to 2010

Year 3 refers to 2012

Year 6 refers to 2015

Year refers to calendar year January 1 - December 31

1. DEMOGRAPHICS

The King County solid waste system comprises 37 of the 39 cities in the county (including all but the cities of Seattle and Milton) and the unincorporated areas of King County. In all, the county's service area covers approximately 2,050 square miles. There are about 1.3 million residents and 690,000 people employed in the service area.

1.1. Population

1.1.1. Population for the entire King County

Year 1: 1,893,000

Year 3: 1,929,000

Year 6: 1,984,000

1.1.2. Population for the King County solid waste system

Year 1: 1,307,000

Year 3: 1,334,000

Year 6: 1,375,000

1.2. References and Assumptions

Projections for population are based on data developed by the Puget Sound Regional Council (PSRC; 2006). Data provided by PSRC are based on U.S. Census and other data sources and developed in close cooperation with the county and the cities.

2. WASTE STREAM GENERATION

2.1. Tonnage Recycled

Year 1: 808,000
Year 3: 817,000
Year 6: 888,000

2.2. Tonnage Disposed

Year 1: 905,000
Year 3: 915,000
Year 6: 990,000

2.3. References and Assumptions

The division uses a planning forecast model to predict future waste generation, which is defined as *waste disposed + materials recycled*. The forecast is used to guide system planning, budgeting, rate setting, and operations. The primary objectives of the model are to 1) estimate future waste disposal and 2) provide estimates of the amount of materials expected to be diverted from the waste stream through division and city waste prevention and recycling programs.

To predict future waste generation, the planning forecast model relies on established statistical relationships between waste generation and various economic and demographic variables that affect it, including:

- Population of the service area
- Employment
- Household size in terms of persons per household
- Per capita income (adjusted for inflation)

Increases in population, employment, and per capita income and decreases in household size typically lead to more consumption and hence more waste generated. Studies indicate that for the long-term planning forecast, from 2010 through 2030, the following trends are expected:

- Population is expected to grow at a steady rate of 1 percent per year. Population growth is directly correlated with the amount of waste generated, i.e., more people = more waste generated.

- Employment is expected to increase at an annual rate of 1.3 percent. Increased employment activity typically leads to an increase in consumption and waste generation.
- Household size is expected to decrease from an average of about 2.6 persons per household to 2.4 persons per household. The trend in household size reflects a nationwide move toward smaller family size and an aging population. Because a “household” implies a certain level of maintenance, mail, purchasing, and so on, a decrease in household size tends to increase waste generation per capita.
- Per capita income is expected to grow by about 2 percent per year through 2030, adjusted for inflation. As with employment activity, increases in income typically lead to an increase in consumption and waste generation.

Data Sources: Projections for population, employment, and household size are based on data developed by the Puget Sound Regional Council (PSRC; 2006). Data provided by PSRC are based on U.S. Census and other data sources and developed in close cooperation with the county and the cities. The income data are provided by the local economic forecasting firm of Dick Conway and Associates (July 2007).

Note: These are pre-recession assumptions. New long-term projections have not yet been developed; therefore, growth may be less than expected in some years.

3. SYSTEM COMPONENT COSTS

This section addresses costs associated with current programs and those recommended in the draft plan.

3.1. Waste Reduction and Recycling Programs

Many programs address waste reduction and prevention as well as recycling; therefore, they are presented here together.

3.1.1. Programs

- Education and promotion campaigns, such as “Recycle More. It’s easy to do.” and “Recycle food. It’s easy to do.”
- EcoConsumer program offers resources and incentives to help citizens balance consuming and conserving
- Grants to cities to support waste prevention and recycling
- Product stewardship support and promotion – “Take it Back Network”
- Construction and demolition debris waste prevention and recycling education and promotion
- Sustainable building education and promotion – supporting residential and non-residential green building, deconstruction and salvage, and adoption of green building standards
- LinkUp program to expand markets for recyclable and reusable materials
- Organics management – “Northwest Natural Yard Days”
- Master Recycler composter program trains volunteers to serve as community educators
- School programs – “Green Schools” and education for grade, middle, and high school students

- Special recycling collection events
- Transfer facility recycling

Proposed waste prevention and recycling programs, primarily building on current efforts, are presented in the recommendations in Chapter 3 of the draft plan.

3.1.2. The costs of waste reduction and recycling programs implemented and proposed are estimated to be:

Year 1: \$5,660,000
 Year 3: \$6,004,000
 Year 6: \$6,561,000

3.1.3. Funding mechanisms:

Year 1:	
Disposal fees	\$4,560,000
Unincorporated area recycle fees	225,000
Coordinated Prevention Grant	250,000
CDL surcharge fees	250,000
Sale of recyclables	375,000
Year 3:	
Disposal fees	\$5,054,000
Unincorporated area recycle fees	225,000
Coordinated Prevention Grant	250,000
CDL surcharge fees	100,000
Sale of recyclables	375,000
Year 6:	
Disposal fees	\$5,661,000
Unincorporated area recycle fees	225,000
Coordinated Prevention Grant	250,000
CDL surcharge fees	50,000
Sale of recyclables	375,000

3.2. See above – combined with 3.1

3.3. Solid Waste Collection Programs

3.3.1. WUTC Regulated Solid Waste Collection Programs

Data for 2007 and estimates for 2010, 2012, and 2015 are shown below.

WUTC Regulated Hauler Name: Rabanco LTD					
G-permit #: G-12					
	2007	Year 1 2010	Year 3 2012	Year 6 2015	
<i>Residential</i>					
# of customers	39,903	43,467	45,099	48,281	
Tonnage (garbage,organics,recycling)	72,084	78,522	81,470	87,219	
<i>Commercial</i>					
# of customers	948	1,033	1,071	1,147	
Tonnage collected (garbage only)	22,644	23,535	23,118	24,052	
WUTC Regulated Hauler Name: Fiorito Enterprises, Inc. & Rabanco Companies					
G-permit #: G-60					
	2007	Year 1 2010	Year 3 2012	Year 6 2015	
<i>Residential</i>					
# of customers	31,420	34,226	35,511	38,017	
Tonnage (garbage,organics,recycling)	42,167	45,933	47,658	51,021	
<i>Commercial</i>					
# of customers	693	755	783	839	
Tonnage collected (garbage only)	13,315	13,839	13,594	14,143	
WUTC Regulated Hauler Name: American Disposal Company, Inc.					
G-permit #: G-87					
	2007	Year 1 2010	Year 3 2012	Year 6 2015	
<i>Residential</i>					
# of customers	81	88	91	98	
Tonnage (garbage,organics,recycling)	1,476	1,608	1,668	1,786	
<i>Commercial</i>					
# of customers	143	156	162	173	
Tonnage collected (garbage only)	2,589	2,691	2,643	2,750	
WUTC Regulated Hauler Name: Waste Management of Washington, Inc.					
G-permit #: G-237					
	2007	Year 1 2010	Year 3 2012	Year 6 2015	
<i>Residential</i>					
# of customers	44,130	48,071	49,876	53,396	
Tonnage (garbage,organics,recycling)	82,642	90,023	93,404	99,995	
<i>Commercial</i>					
# of customers	1,467	1,598	1,658	1,775	
Tonnage collected (garbage only)	37,930	39,423	38,724	40,288	

3.3.2. Other (non-regulated) Solid Waste Collection Programs

Data for 2007 and estimates for 2010, 2012, and 2015 are shown below.

Hauler Name: Allied Waste Services				
	2007	Year 1 2010	Year 3 2012	Year 6 2015
<i>Residential</i>				
# of customers	57,128	62,230	64,567	69,123
Tonnage (garbage,organics,recycling)	107,329	116,915	121,305	129,865
<i>Commercial</i>				
# of customers	3,449	3,757	3,898	4,173
Tonnage collected (garbage only)	98,434	102,308	100,494	104,555

Hauler Name: Cleanscapes				
	2007	Year 1 2010	Year 3 2012	Year 6 2015
<i>Residential</i>				
# of customers	2,886	3,144	3,262	3,492
Tonnage (garbage,organics,recycling)	19,756	21,520	22,328	23,904
<i>Commercial</i>				
# of customers	535	583	605	647
Tonnage collected (garbage only)	9,486	9,859	9,684	10,075

Hauler Name: Kent-Meridian				
	2007	Year 1 2010	Year 3 2012	Year 6 2015
<i>Residential</i>				
# of customers	16,946	18,459	19,153	20,504
Tonnage (garbage,organics,recycling)	26,235	28,578	29,651	31,743
<i>Commercial</i>				
# of customers	3,449	3,757	3,898	4,173
Tonnage collected (garbage only)	98,434	106,314	109,258	116,405

Hauler Name: Waste Management of Washington, Inc.				
	2007	Year 1 2010	Year 3 2012	Year 6 2015
<i>Residential</i>				
# of customers	93,394	101,735	105,555	113,004
Tonnage (garbage,organics,recycling)	141,908	154,582	160,386	171,704
<i>Commercial</i>				
# of customers	8,537	9,299	9,649	10,329
Tonnage collected (garbage only)	187,042	194,403	190,956	198,672

	Hauler Name: City of Enumclaw			
	2007	Year 1 2010	Year 3 2012	Year 6 2015
<i>Residential</i>				
# of customers	606	661	685	734
Tonnage (garbage,organics,recycling)	4,490	4,891	5,075	5,433
<i>Commercial</i>				
# of customers	0	0	0	0
Tonnage collected (garbage only)	1,966	2,043	2,007	2,088

3.4. Energy Recovery & Incineration (ER&I) Programs

Not applicable – the Solid Waste Division has no such program.

3.5. Land Disposal Program

3.5.1. Landfill Name: Cedar Hills Regional Landfill

Owner: King County

Operator: King County Solid Waste Division

3.5.2. The approximate tonnage disposed at the landfill by WUTC regulated haulers is expected to be:

Year 1: 217,000

Year 3: 221,000

Year 6: 234,000

3.5.3. The approximate tonnage disposed at the landfill by other contributors is expected to be:

Year 1: 688,000

Year 3: 694,000

Year 6: 756,000

3.5.4. Landfill operating and capital costs are estimated to be:

Year 1: \$21,468,000

Year 3: \$22,807,000

Year 6: \$25,543,000

3.5.5. Landfill funding

The major funding source for landfill operations is tipping fees. Capital costs are paid from the Landfill Reserve Fund (LRF). This fund has been built over time through annual transfers from the operating fund (tipping fees). The LRF finances new cell development, cell closure, facility improvements, and will fund 30 years of post-closure maintenance.

3.6. Administration Program

3.6.1. Budgeted cost and funding sources:

Year 1: \$22,149,000

Year 3: \$23,499,000

Year 6: \$25,677,000

The major funding source is tipping fees.

3.6.2. Cost components

	Year 1 2010	Year 3 2012	Year 6 2015
Overhead	\$4,293,000	\$4,555,000	\$4,977,000
SWD Admin	\$4,660,000	\$4,944,000	\$5,402,000
Legal	\$460,000	\$488,000	\$533,000
Strategic Planning	\$1,576,000	\$1,672,000	\$1,827,000
Finance	\$5,501,000	\$5,836,000	\$6,377,000
Recycling & Environmental Services	\$5,659,000	\$6,004,000	\$6,561,000
	\$22,149,000	\$23,499,000	\$25,677,000

3.6.3. Funding mechanisms:

More than 90 percent of the division's revenue comes from tipping fees charged at transfer facilities and the Cedar Hills landfill. The remainder comes from a few additional sources, including interest earned on fund balances, a surcharge on construction and demolition (C&D), revenue from the sale of recyclable materials received at division transfer facilities, a fee on recyclables collected in unincorporated areas, and grants to help clean up litter and illegal dumping throughout the county, and to support WPR. Other than grant funds, all revenue sources support all programs.

3.7. Other Programs

3.7.1. The Transfer Services System Program is described in Chapter 5 of the plan. It includes the division's recycling and transfer stations, private facilities that handle construction and demolition debris (C&D), and household hazardous waste (HHW) service, which is covered in detail by the Local Hazardous Waste Management Plan.

3.7.2. The division owns and operates eight transfer stations and two drop boxes. Allied Waste and Waste Management own and operate facilities that handle C&D. The division operates HHW service at its Factoria transfer station and provides Wastemobile service via a contractor.

3.7.3. The WUTC regulates the C&D facilities.

3.7.4. Solid Waste Division Costs

- 3.7.4.1. Transfer facility operating and capital costs are estimated to be:
Year 1: \$52,085,000
Year 3: \$94,204,000
Year 6: \$72,987,000

Note: These costs are materially influenced by the transfer station renovation program, which will be ongoing through these years. The operating costs alone are expected to be: 2010: \$29,371,000, 2012: \$29,213,000, 2015: \$32,131,000.

- 3.7.4.2. HHW service costs are estimated to be:
Year 1: \$3,512,000
Year 3: \$3,726,000
Year 6: \$4,072,000

- 3.7.5. The major funding source for division transfer facility operations is tipping fees. Capital costs are paid from the construction fund; the construction has been built through contributions from the operating fund (tipping fees) and through the issuance of bonds. The cost of providing HHW service is funded by the LWHMP.

3.8. References and Assumptions

The estimate for year 1 costs is from the 2010 budget request; years 3 and 6 were increased to account for inflation, tonnage projections, increased efficiencies resulting from newly renovated transfer stations, and expected program additions. The collection program estimates were derived using hauler reports and a projected rate of population increase in King County. Numbers have been rounded in most instances.

4. FUNDING MECHANISMS

4.1. Tables

4.1.1. Facility Inventory

Facility name	Type of facility	Tip fee per ton	Transfer cost	Transfer station location	Final disposal location	Estimated tons disposed – 2010	Estimated revenue generated (tip fee x tons)
Bow Lake	Transfer Station	\$95.00	3,206,104	Tukwila	CHRLF [1]	271,000	25,745,000
Houghton	Transfer Station	95.00	1,903,063	Kirkland	CHRLF	156,800	14,896,000
Algona	Transfer Station	95.00	1,552,479	Algona	CHRLF	150,200	14,269,000
Factoria	Transfer Station	95.00	1,943,983	Bellevue	CHRLF	146,000	13,870,000
Renton	Transfer Station	95.00	1,167,859	Renton	CHRLF	86,600	8,227,000
Shoreline	Transfer Station	95.00	1,894,741	Shoreline	CHRLF	40,000	3,800,000
Enumclaw	Transfer Station	95.00	841,615	Enumclaw	CHRLF	22,500	2,137,500
Vashon Island	Transfer Station	95.00	741,567	Vashon Island	CHRLF	7,800	741,000
Cedar Falls	Drop Box	95.00	230,689	North Bend	CHRLF	3,600	342,000
Skykomish	Drop Box	95.00	57,509	Skykomish	CHRLF	700	66,500
CHRLF [2]	Landfill	95.00				10,800	1,026,000
CHRLF – Special waste[3]	Landfill	145.00				3,000	435,000
CHRLF – Regional direct [4]	Landfill	80.00				6,000	480,000
Total						905,000	86,035,000

[1] Cedar Hills Regional Landfill

[2] Neighborhood commercial hauler collections allowed to deliver directly to CHRLF

[3] Waste requiring special handling, including asbestos, dead animals, and mattresses

[4] Waste brought from private transfer stations and MRFs

Basic Fee[1]	102.05	3.50	3.55	10.89	40.50[3]	18.22	3.10	22.28
Regional Direct	80.00				18.97	18.22	3.10	39.71
Special Waste	150.22		5.22		18.97	18.22	3.10	104.71[4]
Yard Waste	82.50				9.79	18.22		54.49[5]

Costs are provided on a per ton basis based on 2010 estimated tons.

[1] Most tons are charged at the Basic Fee

[2] Includes overhead, administration, finance, strategic planning, legal

[3] Operating costs less transport

[4] Includes costs associated with special handling required

[5] Includes vendor costs associated with hauling and processing

4.1.3. Funding Mechanism – Year 1: 2010

Name of Program	Bond Name	Total Bond Debt [1]	Bond Rate	Bond Due Date	Grant Name	Grant Amount	Tip Fee	Other	Total
Transfer Services	LTGO[2]	22,714,012	5 [3]	2030	CPG[4]		29,371,028		52,085,040
Disposal							29,055,458	770,800[5]	29,826,258
Recycling & Environmental Services						351,000	4,883,320	424,931[6]	5,659,251
Administration							22,289,274	154,856[7]	22,444,130
Moderate Risk Waste								3,512,295[8]	3,512,295
Other Costs [9]							532,832	6,730,280[10]	7,263,110
Total		22,714,012				351,000	86,131,910	11,593,162	120,790,083

[1] Bonds projected to be issued in 2010 for transfer station construction

[2] Long-term general obligation

[3] Assumed for planning purposes

[4] Coordinated Prevention Grant

[5] Source – sale of landfill gas

[6] Source – sale of recyclables and fee on recyclables collected in unincorporated areas

[7] Source – interest revenue

[8] Funded by LHWMP

[9] Includes B&O tax and transfers to reserve funds

[10] 2010 is the final year of the rate period and costs are expected to exceed revenue; therefore, funds built up earlier in the rate period will be drawn down

4.1.4. Tip Fee Forecast

Tip fee per ton by facility [1]	Year One	Year Three	Year Six
All Facilities	95.00	104.00	113.00

[1] Basic fee

4.2. Tables

4.2.1. Funding Mechanism By Percentage – Year 1

Component	Tip Fee %	Grant %	Bond %	Collection Tax Rates %	Other %	Total
Waste Reduction & Recycling	86	6			8	100
Transfer	56		44			100
Land Disposal	97				3	100
Administration	99				1	100
Other	7				93	100

4.2.2. Funding Mechanism By Percentage – Year 3

Component	Tip Fee %	Grant %	Bond %	Collection Tax Rates %	Other %	Total
Waste Reduction & Recycling	89	5			6	100
Transfer	31		69			100
Land Disposal	97				3	100
Administration	99				1	100
Other	57				43	100

4.2.3. Funding Mechanism By Percentage – Year 6

Component	Tip Fee %	Grant %	Bond %	Collection Tax Rates %	Other %	Total
Waste Reduction & Recycling	89	5			6	100
Transfer	44		56			100
Land Disposal	97				3	100
Administration	99				1	100
Other	61				39	100

4.3. References and Assumptions

Chapter 7 of the plan addresses solid waste system financing.

Revenue and operating cost projections for years 1, 3, and 6 are shown in Attachment 1.

4.4. Surplus Funds

The division develops its solid waste rates based on the average costs and revenues anticipated over a three-year rate period; the revenues and expenditures are balanced across this period. In year one, revenues exceed costs, so the additional revenue is reserved in the division's operating fund. Typically, during the second year, costs and revenues are about even. During the last year, however, costs typically exceed revenues, so the reserved operating fund balance is drawn down to make up the difference.

Attachment 1

King County Solid Waste Division Financial Projections

Year	1 2010	3 2012	6 2015
Projected tons	905,000	915,000	990,000
Basic per ton fee	95	104	113
Revenue			
Net disposal fees	86,131,910	95,450,715	112,639,879
MRW (LWHMP)	3,512,295	3,726,194	4,071,713
Interest earnings	154,856	259,605	166,516
Grants	351,000	300,000	300,000
LF gas	770,800	1,018,000	1,073,967
Recycling	239,500	254,086	277,646
Other revenue	185,431	80,774	168,692
DNRP administration	5,472,210	5,805,468	6,343,791
Total revenue	96,818,002	106,894,840	125,042,204
Operating Costs			
Debt service	5,954,125	8,576,246	16,531,648
Cedar Hills rent	8,358,369	8,867,393	9,689,640
Landfill reserve fund	4,325,900	4,640,058	5,488,081
Capital equipment recovery fund	3,990,034	4,233,027	4,625,543
Construction fund	2,000,000	2,000,000	2,000,000
Overhead - county	4,293,215	4,554,672	4,977,013
Overhead - department	5,360,433	5,686,883	6,214,211
Administration	4,659,785	4,943,566	5,401,968
Legal	459,959	487,971	533,219
Strategic planning	1,576,091	1,672,075	1,827,121
Finance	5,500,955	5,835,963	6,377,115
Recycling & environmental services	5,659,251	6,003,899	6,560,623
Household hazardous waste	3,512,295	3,726,194	4,071,713
Variable Operating Costs			
(a) Disposal	2,142,416	2,253,838	2,665,753
(b) Transfer & transport	15,545,545	14,545,957	16,103,476
Fixed Operating Costs			
(a) Disposal	14,999,573	15,913,047	17,388,616
(b) Transfer & transport	13,825,482	14,667,454	16,027,523
B & O Tax	1,273,078	1,431,761	1,689,598
Total SWD Costs	103,436,505	110,040,004	128,172,859
Under expenditures	2,068,730	2,200,800	2,563,457
End Fund Balance	8,747,473	10,198,197	6,367,621

Template for the Interlocal Agreement

Appendix

B

SOLID WASTE INTERLOCAL AGREEMENT

This Agreement is entered into between King County, a political subdivision of the State of Washington and the City of _____, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated below:

King County: Motion No. _____

City: _____

PREAMBLE

This Agreement is entered into pursuant to Chapter 39.34 RCW for the purpose of cooperative management of solid waste in King County. It is the intent of the parties to work cooperatively in establishing a solid waste management plan pursuant to Chapter 70.95 RCW and with emphasis on the established priorities for solid waste management of waste reduction, waste recycling, energy recovery or incineration, and landfilling. The parties particularly support waste reduction and recycling and shall cooperate to achieve the goals established by the comprehensive solid waste management plan.

The parties acknowledge their intent to meet or surpass applicable environmental standards with regard to the solid waste system. The parties agree that equivalent customer classes should receive equivalent basic services.

I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

"Basic Services" means services provided by the King County Department of Natural Resources, Solid Waste Division, including the management and handling of solid waste.

"Comprehensive Solid Waste Management Plan" means the comprehensive plan for solid waste management as required by RCW 70.95.080.

"Designated Interlocal Forum" means a group formed pursuant to the Forum Interlocal Agreement comprised of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representatives of other incorporated cities and towns-within King County that are signators to the Forum Interlocal Agreement.

"Disposal" means the final treatment, utilization, processing, deposition, or incineration of solid waste but shall not include waste reduction or waste recycling as defined herein.

"Diversion" means the directing or permitting the directing of solid waste to disposal sites other than the disposal site designated by King County.

"Energy/Resource Recovery" means "the recovery of energy in a usable form from mass burning or refuse derived fuel incinerator, pyrolysis or any other means of using the heat of combustion of solid waste that involves high temperature (above 1,200 degrees F) processing."
(WAC 173-304-100).

"Landfill" means "a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility." (RCW 70.95.030)

"Moderate Risk Waste" means "(a) any waste that exhibits any of the characteristics of hazardous waste but is exempt from regulation under this chapter solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances." (RCW 70.105.010)

"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 discarded commodities but shall not include dangerous, hazardous, or extremely hazardous waste.

"System" means King County's system of solid waste transfer stations, rural and regional landfills, energy/resource recovery, and processing facilities as authorized by RCW 36.58.040, and as established pursuant to the approved King County Comprehensive Solid Waste Management Plan.

"Waste Recycling" means "reusing waste materials and extracting valuable materials from a waste stream." (RCW 70.95.030)

"Waste Reduction" means reducing the amount or type of waste generated but shall not include reduction through energy recovery or incineration. "Landfill" means "a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility." (RCW 70.95.030).

II. PURPOSE

The purpose of this Agreement is to establish the respective responsibilities the parties in a solid waste management system which includes but is not limited to: planning; waste reduction; recycling; and disposal of mixed municipal solid waste, industrial waste, demolition debris and all other waste defined as solid waste by RCW 70.95.030; and moderate risk waste as defined in RCW 70.105.010.

III DURATION

This Agreement shall become effective on _____ and shall remain in effect through June 30, 2028.

IV. APPROVAL

This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction. This Agreement shall be filed with the City Clerk, and with the Clerk of the King County Council.

V. REVIEW AND RENEGOTIATION

5.1 Either party may request review and/or renegotiation of any provision of this Agreement other than those specified in Section 5.2 below during the six-month period immediately preceding July 1, 2003, which is the fifteenth anniversary of the effective date of identical agreements executed by a majority of cities in King County with the County and during the six-month period immediately preceding each succeeding fifth anniversary thereafter. Such request must be in writing and must specify the provision(s) of the Agreement for which review/renegotiation is requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.

5.2 Review and/or renegotiation shall not include the issues of system rates and charges, waste stream control or diversion unless agreed by both parties.

5.3 In the event the parties are not able to mutually and satisfactorily resolve the issues set forth in said request within six months from the date of receipt of said request, either party may unilaterally request the Forum to review the issues presented and issue a written recommendation within 90 days of receipt of said request by the Forum. Review of said request shall be pursuant to the procedures set forth in the Interlocal Agreement creating the Forum and pursuant to the Forum's bylaws. The written decision of the Forum shall be advisory to the parties.

5.4 Notwithstanding any other provision in this paragraph to the contrary, the parties may, pursuant to mutual agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

VI. GENERAL OBLIGATION OF PARTIES

6.1 KING COUNTY

6.1.a. Management. King County agrees to provide county-wide solid waste management services for waste generated and collected within jurisdictions party to this Agreement. The County agrees to dispose of or designate disposal sites for all solid waste including moderate risk waste generated and/or collected within the corporate limits of the City which is delivered to King County in accordance with all applicable federal, state and local environmental health laws, rules, or regulations.

6.1.b. Planning. King County shall serve as the planning authority within King County for solid waste including moderate risk waste but shall not be responsible for planning for hazardous or dangerous waste or any other planning responsibility that is specifically designated by State or Federal statute.

6.1.c. Operation. King County shall be or shall designate or authorize the operating authority for transfer, processing and disposal facilities, including public landfills, waste reduction or recycling facilities, and energy/resource recovery facilities as well as closure and post-closure responsibilities for landfills which are or were operated by King County.

6.1.d. Collection Service. King County shall not provide solid waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both parties.

6.1.e. Support and Assistance. King County shall provide support and technical assistance to the City if the City seeks to establish a waste reduction and recycling program compatible with the County waste reduction and recycling plan. The County shall develop educational materials related to waste reduction and recycling and strategies for maximizing the usefulness of the materials and will make these available to the City for its use. Although the County will not be required to provide a particular level of support or fund any City activities related to waste reduction and recycling, King County intends to move forward aggressively to establish waste reduction and recycling programs.

6.1.f. Forecast. The County shall develop waste stream forecasts as part of the comprehensive planning process and assumes all risks related to facility sizing based upon such forecasts.

6.1.g. Facilities and Services. County facilities and services including waste reduction and recycling shall be provided pursuant to the comprehensive solid waste plan. All personal and real property acquired by King County for solid waste management system purposes shall be the property of King County.

6.2 CITY

6.2.a. Collection. The City, an entity designated by the City or such other entity as is authorized by state law shall serve as operating authority for solid waste collection services provided within the City's corporate limits.

6.2.b. Disposal. The City shall by ordinance designate the County disposal system for the disposal of all solid waste including moderate risk waste generated and/or collected within the corporate limits of the City and shall authorize the County to designate disposal sites for the disposal of all solid waste including moderate risk waste generated or collected within the corporate limits of the City, except for solid waste which is eliminated through waste reduction or waste recycling activities consistent with the Comprehensive Solid Waste Management Plan. No solid waste generated or collected within the City may be diverted from the designated disposal sites without County approval.

VII. COUNTY SHALL SET DISPOSAL RATES AND OPERATING RULES FOR DISPOSAL

In establishing or amending disposal rates for system users, the County may adopt and amend by ordinance rates necessary to recover all costs of operation including the costs of handling, processing, disposal, defense and payment of claims, capital improvements, operational improvements, and the closure of landfills which are or were operated by King County. King County shall establish classes of service for basic solid waste management services and by ordinance shall establish rates for users of each class.

VIII. LIABILITY

8.1 Except as provided herein, the County shall indemnify and hold harmless the City and shall have the right and duty to defend the City through the County's attorneys against any and all claims arising out of the County's operations and settle such claims, recognizing that all costs incurred by the County thereby are system costs which must be satisfied from disposal rates as provided in Section VII herein. In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest. For purposes of this section "claims arising out of the county's operations" shall include claims arising out of the ownership, control, or maintenance of the system, but shall not include claims arising out of the City's operation of motor vehicles in connection with the system or other activities under the control of the City which may be incidental to the County's operation.

8.2 If the County is not negligent, the City shall hold harmless, indemnify and defend the County for any property damages or personal injury solely caused by the City's negligent failure to comply with the provisions of Section 8.5.a.

8.3 In the event the County acts to defend the City against a claim, the City shall cooperate with the County. In the event the City acts to defend the County, the County shall cooperate with the City.

8.4 For purposes of this section, references to City or County shall be deemed to include the officers, employees and agents of either party, acting within the scope of their authority.

8.5.a. All waste generated or collected from within the corporate limits of the City which is delivered to the system for disposal shall be in compliance with the resource conservation and recovery act, as amended (42 U.S.C. § 6901 et seq.), RCW 70.95, King County Board of Health Rules and Regulations No. 8, and all other applicable federal, state and local environmental health laws, rules or regulations. The City shall be deemed to have complied with the requirements of Section 8.5.a. if it has adopted an ordinance requiring solid waste delivered to the system for disposal to meet such laws, rules, or regulations and by written agreement has authorized King County to enforce these within the corporate limits of the City.

8.5.b. The County shall provide the City with written notice of any violation of this provision. Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of King County which may include but not be limited to removing the waste and disposing of it in an approved facility. If, in good faith, the City disagrees with the County regarding the violation, such dispute shall be resolved between the parties in Superior Court. Each party shall be responsible for its attorney's fees and costs. Failure of the City to take the steps requested by the County pending Superior Court resolution shall not be deemed a violation of this agreement; provided, however, that this shall not release the City for damages or loss to the County arising out of the failure to take such steps if the Court finds that the City violated the requirements to comply with applicable laws set forth in this section.

8.6 City is not held harmless or indemnified with regard to any liability arising under 42 U.S.C. § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) or as hereafter amended or pursuant to any state legislation imposing liability for cleanup of contaminated property, pollutants or hazardous or dangerous substances.

IX. FORUM

By entering into this Agreement, the County and City agree to enter into and execute a Forum Interlocal Agreement. Such agreement shall provide for the establishment of a representative Forum for consideration and/or determination of issues of policy regarding the term and conditions of this Solid Waste Interlocal Agreement.

X. COMPREHENSIVE PLAN

10.1 King County is designated to prepare the comprehensive solid waste management plan and this plan shall include the City's Solid Waste Management Comprehensive Plan pursuant to RCW 70.95.080(3).

10.2 An initial comprehensive plan, which was prepared under the terms of this Agreement as executed by a majority of cities in the County, was adopted in 1989 and approved by the Department of Ecology in 1991. The plan shall be reviewed and any necessary revisions proposed at least once every three years following the approval of the Comprehensive Plan by the State Department of Ecology. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

10.3 Comprehensive Plans will promote waste reduction and recycling in accordance with Washington State solid waste management priorities pursuant to Chapter 70.95 RCW, at a minimum.

10.4 Comprehensive solid waste management plans will be prepared in accordance with Chapter 70.95 RCW and solid waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

10.4.a. Descriptions of and policies regarding management practices and facilities required for handling all waste types;

10.4.b. Schedules and responsibilities for implementing policies;

10.4.c. Policies concerning waste reduction, recycling, energy and resource recovery, collection, transfer, long-haul transport, disposal, enforcement and administration;

10.4.d. Operational plan for the elements discussed in Item c above.

10.5 The cost of preparation by King County of the Comprehensive Plan will be considered a cost of the system and financed out of the rate base.

10.6 Comprehensive Plans will be adopted when the following has occurred:

10.6.a. The Comprehensive Plan is approved by the King County Council; and

10.6.b. The Comprehensive Plan is approved by Cities representing three-quarters of the population of the incorporated population of jurisdictions that are parties to the Forum Interlocal Agreement. In calculating the three-quarters, the calculations shall consider only those incorporated jurisdictions taking formal action to approve or disapprove the Plan within 120 days of receipt of the Plan. The 120-day time period shall begin to run from receipt by an incorporated jurisdiction of the Forum's recommendation on the Plan, or, if the Forum is unable to make a recommendation, upon receipt of the Comprehensive Plan from the Forum without recommendation.

10.7 Should the Comprehensive Plan be approved by the King County Council, but not receive approval of three-quarters of the Cities acting on the Plan, and should King County and the Cities be unable to resolve their disagreement, then the Comprehensive Plan shall be referred to the State Department of Ecology and the State Department of Ecology will resolve any disputes regarding Plan adoption and adequacy by approving or disapproving the Comprehensive Plan or any part thereof.

10.8 King County shall determine which cities are affected by any proposed amendment to the Comprehensive Plan. If any City disagrees with such determination, then the City can request that the Forum determine whether or not the City is affected. Such determination shall be made by a two-thirds majority vote of all representative members of the Forum.

10.9 Should King County and the affected jurisdictions be unable to agree on amendments to the Comprehensive Plan, then the proposed amendments shall be referred to the Department of Ecology to resolve any disputes regarding such amendments.

10.10 Should there be any impasse between the parties regarding Plan adoption, adequacy, or consistency or inconsistency or whether any permits or programs adopted or proposed are consistent with the Comprehensive Plan, then the Department of Ecology shall resolve said disputes.

XI. FORCE MAJEURE

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of either party to this Agreement.

XII. MERGER

This Agreement merges and supersedes all prior negotiations, representation and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties except with regard to the provisions of the Forum Interlocal Agreement.

X111. WAIVER

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

XIV. THIRD PARTY BENEFICIARY

This Agreement is not entered into with the intent that it shall benefit any other entity or person except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

XV. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVI. NOTICE

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

CITY

KING COUNTY

Mayor

King County Executive

Date

Date

Pursuant to Resolution No. _____

Pursuant to Motion No. _____

Clerk-Attest

Clerk-Attest

Approved as to form and legality

Approved as to form and legality

City Attorney

King County Deputy Prosecuting Attorney

Date

Date

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FORUM INTERLOCAL AGREEMENT

This Agreement is entered into between King County, a political subdivision of the State of Washington, the City of Seattle, and the cities and towns set forth below, all municipal corporations located within the boundaries of King County, hereinafter referred to as "County" and "Cities." This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature pages.

PREAMBLE

This Agreement is entered into for the purposes of establishing a Forum composed of representatives from the Cities and the County that will consider issues of policy regarding terms and conditions of the Solid Waste Interlocal Agreement entered into individually between each City and the County.

I. PURPOSE

The purpose of this Agreement is to establish the Forum and the terms and conditions by which the parties shall discuss and/or determine policy and development of a Comprehensive Solid Waste Management Plan.

II. DURATION

This Agreement shall become effective on _____ and shall remain in effect through June 30, 2028.

III. APPROVAL

This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within the Department's statutory jurisdiction, if any. This Agreement shall be filed with each City Clerk and with the Clerk of the King County Council.

IV. SCOPE OF RESPONSIBILITIES

The scope of the responsibilities of the Forum is as follows:

4.1 Advise the King County Council, the King County Executive and other jurisdictions as appropriate, on all policy aspects of solid waste management and planning.

4.2 Consult with and advise the King County Solid Waste Division on technical issues related to solid waste management and planning.

4.3 Review and comment on alternatives and recommendations for the King County comprehensive solid waste management plan and facilitate a review and/or approval of the plan by each jurisdiction.

4.4 Review and subsequent proposed interlocal agreements between King County and Cities for planning, waste recycling and reduction, and waste stream control.

4.5 Review and comment on disposal rate proposals.

4.6 Review and comment on status reports on waste stream reduction, recycling, energy/resource recovery, and solid waste operations with interjurisdictional impact.

4.7 Promote information exchange and interaction between waste generators, local government with collection authority, recyclers, and County-planned and operated disposal systems.

4.8 Provide coordination opportunities between the King County Solid Waste Division, Cities, private operators, and recyclers

4.9 Aid Cities in recognizing municipal solid waste responsibilities, including collection and recycling, and effectively carrying out those responsibilities.

V. MEMBERSHIP

5.1 The Forum shall consist of a 12-member group of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representative of other incorporated cities and towns within King County that are signators to this agreement designated by the Suburban Cities Association. Members of the Forum shall be established on the most current population estimates as published by the Washington Office of Financial Management. Currently,

unincorporated King County composes 32.1 percent; Seattle, 33.6 percent; and Suburban Cities, 34.3 percent of the total population. The calculations are determined as follows:

					Members	
Unincorporated King County	12	X	32.1%	=	3.85	4
Seattle	12	X	33.6%	=	4.03	4
Suburbs	12	X	34.3%	+	4.12	4
Totals						12 + Chair

5.2 In calculating the number representatives on the Forum, all numbers .5 and greater are to be rounded up to the nearest whole number. Proportional representation of the Forum will be reviewed once every five years during the life of this agreement and necessary revisions shall be made to the proportional representation according to the formula set forth above based on population change as established by the most current census.

5.3 In addition to the 12 members of the Forum, a citizen chair shall be selected or removed by a majority vote of all members of the Forum. Each representative shall have an equal vote on all Forum decisions. The Chair shall vote only in the case of a tie on any vote of the Forum.

VI. MEETINGS

Unless otherwise provided, Roberts’ Revised Rules of Order shall govern all procedural matters related to the business of the Forum. There shall be a minimum of two meetings each year and not less than 14 days’ written notice shall be given to members prior to such meeting. Four or more members or the Chair may declare an emergency meeting with 24 hours written notice to the members. The time, date, and location shall be set by King County after consultation with the representatives of Seattle and the other cities and towns.

VII. BYLAWS

7.1 The Forum shall, within 60 days after its first meeting, adopt bylaws for the operation of the Forum. Such by laws shall recognize that this Forum shall function in the place of the Puget Sound Council of Governments Committee of Solid Waste and the Solid Waste Management Board of the King Sub-regional Council. This Interlocal Forum shall not report to nor have responsibilities to or for either committee or council. The King County Solid Waste

Advisory Committee formed pursuant to RCW 70.95.165 shall continue pursuant to its statutory functions and, in addition, shall advise the Forum on solid waste matters.

7.2 The bylaws shall provide, among other things, that the Forum shall make an annual written report to the public, and the parties to this Agreement on Forum activities and the status of the solid waste systems in King County. The bylaws may also provide for such other reports as seemed necessary.

7.3 The bylaws shall also provide for the manner in which the Forum will provide its consultative and participatory advice regarding the solid waste management plan.

VIII. STAFFING AND OTHER SUPPORT

Staffing, supplies and equipment for the Forum shall be supplied by and through the Puget Sound Council of Governments, its successor, or other entity. Reimbursement to the Puget Sound Council of Governments for such staffing, supplies, and equipment shall be agreed upon and paid by King County from monies collected from the solid waste rates and charges, after considering recommendations by the Forum to King County. The Forum shall submit an appropriation request to the County by May 31 of each year or such other mutually agreed-upon date. King County may, subject to approval by the two-thirds vote of all constituted representatives of the Forum, terminate the staffing with Puget Sound Council of Governments and provide such staffing, supplies and equipment by other means.

IX. FORCE MAJEURE

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of any party to this Agreement.

X. MERGER

This Agreement merges and supersedes all prior negotiation, representation and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties except with regard to the provisions of the Solid Waste Interlocal Agreement.

XI WAIVER

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

XII. THIRD PARTY BENEFICIARY

This Agreement is not entered into with the intent that it shall benefit any other entity or person, except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

XIII. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below, pursuant to the legislative action set forth below.

CITY

KING COUNTY

King County Executive

Date

Date

Pursuant to Resolution No _____

Pursuant to Motion No. _____

Clerk-Attest

Clerk-Attest

Approved as to form

Approved as to form

City Attorney

King County
Deputy Prosecuting Attorney

Date

Date

ADDENDUM
To
SOLID WASTE INTERLOCAL AGREEMENT
and
FORUM INTERLOCAL AGREEMENT

This Addendum is entered into between King County, a political subdivision of the State of Washington and the City of _____ a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively, who have previously executed interlocal agreements for solid waste management and the Solid Waste Interlocal Forum. This Addendum has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature pages.

PREAMBLE

The County and the City have executed interlocal agreements (hereinafter called "the Agreements") on July 1, 1988, and January 1, 1988, in which the respective responsibilities of the parties for solid waste management and establishment of a Solid Waste Interlocal Forum ("the Forum") have been designated. Since the date of execution of the Agreements, the Regional Governance Summit of elected officials representing the County and the cities proposed and the voters adopted King County Charter amendments which established a minimum of three regional policy committees of the King County Council. These committees, which were modeled after the Solid Waste Interlocal Forum, are comprised of a mix of representatives of suburban cities and Seattle as well as King County Councilmembers. One of the three, the Regional Policy Committee, has been deemed to meet the characteristics of membership, staffing, and relationships to the parties to the Agreements which were intended for the Forum. By Motion 9297, the King County Council has expressed its intent that the Regional Policy Committee of the King County Council be designated as the successor to the Solid Waste Interlocal Forum and serve the purposes of the Forum described in the Agreements to which this document is an Addendum. This intent was also expressed by the suburban cities in Resolution 1 adopted by the Suburban Cities Association on June 16, 1993.

I. PURPOSE

The purpose of this Addendum is to designate the Regional Policy Committee of the King County Council which was established by the King County Charter amendment approved by the voters on November 2, 1992 as the designated Forum pursuant to the Agreements.

II. DEFINITIONS

For purposes of this Addendum, the definitions established in the Agreements shall apply.

III. FORUM

The Regional Policy Committee of the King County Council shall be established as the designated Interlocal Forum pursuant to the Agreements. Effective immediately, the Regional Policy Committee shall assume the responsibilities for the designated Interlocal Forum which are defined in the Agreements. The terms and conditions specified in the Agreements by which the parties shall discuss and/or determine policy and development of a Comprehensive Solid Waste Management Plan as shall apply to the parties and to the Regional Policy Committee, except as specified below.

3.1 Section VI, MEMBERSHIP, of the Solid Waste Interlocal Forum Agreement is hereby repealed. Membership of the Regional Policy Committee shall be as specified in the King County Charter.

3.2 Section VII, MEETINGS, of the Solid Waste Interlocal Forum Agreement is hereby repealed. Unless otherwise provided, the rules and procedures of the Metropolitan King County Council adopted by ordinance shall govern all procedural matters related to the business of the Forum.

3.3 Section VIII, BYLAWS, of the Solid Waste Interlocal Forum Agreement is hereby repealed.

3.4. Section IX, STAFFING AND OTHER SUPPORT, of the Solid Waste Interlocal Forum Agreement is hereby repealed.

IV. SOLID WASTE ADVISORY COMMITTEE

The King County Solid Waste Advisory Committee formed pursuant to RCW 70.95.165 shall continue pursuant to its statutory functions and, in addition, shall advise the Forum on solid waste matters.

V. DURATION

This Addendum shall become effective on the date of execution and shall remain in effect through June 30, 2028.

VI. NOTICE

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

CITY

KING COUNTY

Mayor

King County Executive

Date

Date

Pursuant to Resolution No. _____

Pursuant to Motion No. _____

Clerk – Attest

Clerk – Attest

Approved as to form and legality

Approved as to form and legality

City Attorney

King County Deputy Prosecuting Attorney

Date

Date