Comprehensive Solid Waste and Moderate Risk Waste Management Plan for Spokane County

2022 through 2027
Comprehensive Solid Waste and Moderate Risk Waste Management Plan

Years 2022 Through 2027

July 2022

Prepared by GreatWest Engineering
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1.0 EXECUTIVE SUMMARY

This Comprehensive Solid Waste and Moderate Risk Waste Management Plan (Plan) outlines strategies for managing solid waste in the Spokane County Regional Solid Waste System (SCRSWS) and has been prepared in accordance with Chapter 70A.205 of the Revised Code of Washington (RCW). Washington state law requires local governments to establish comprehensive programs for “solid waste handling, solid waste recovery and/or recycling which will prevent land, air, and water pollution and conserve the natural, economic, and energy resources of this state” (RCW 70A.205.010). To fulfill this mission, plans like this one articulate the local solid waste programs and facilities necessary to prevent pollution and conserve resources. This Plan is intended to be used as a guidance and decision-making tool by the SCRSWS and can also be used as an educational or reference tool for interested parties who would like to understand how solid waste is managed locally. This Plan is congruent with Spokane County's 2020 Comprehensive Plan update.

Spokane County acknowledges that the land on which we live, work, and play was once the land of the Spokane and Kalispel native peoples. Spokane County recognizes that their physical and cultural removal from these lands has and will continue to impact these communities. We hope to honor the Spokane and Kalispel people through priorities of equitable solid waste services and sound future planning that respect the environmental and cultural aspects of the land.

Municipalities located within a county must fulfill their own solid waste planning responsibilities by preparing their own plan, participating jointly with the County in the planning process, or by authorizing the County or another city to prepare a plan for them as part of the comprehensive county plan. Municipalities must adopt a complete plan through a formal adoption process. In Spokane County, the cities choosing to participate in the County plan are: Airway Heights, Cheney, Deer Park, Fairfield, Latah, Medical Lake, Millwood, Rockford, Spangle, Spokane, and Waverly. The city of Cheney has chosen to include its Comprehensive Solid Waste Management Plan as an appendix to the County’s Plan. Information regarding Cheney’s operations, programs and services can be found in Appendix K. If a city elects to prepare its own plan, it must obtain its own funding and arrange for the disposal of the waste generated within the jurisdiction.

Spokane County is the administrator of the SCRSWS which is comprised of 12 participating jurisdictions and unincorporated Spokane County. A map of member jurisdictions can be found in Exhibit 1.1. Member jurisdictions sign interlocal agreements to be part of this Plan with Spokane County for regional services, programs, and efficiencies such as but not limited to:

- facilities such as transfer stations that accept garbage, organics, recycling, and household hazardous waste (HHW),
- free residential recycling and HHW drop off services,
• solid waste education to schools, businesses, and community groups,
• solid waste outreach via social media, mailers, and TV/radio ads,
• partnerships with regional non-profits and community groups,
• public and private grant management, and
• comprehensive solid waste planning.

In addition to meeting the requirements of State law and providing regional solid waste efficiencies the overarching objective of this Plan is to support the SCRSWS’s vision to

1) provide equitable, affordable, flexible, and fiscally responsible services,
2) leverage and coordinate resources and advocate for waste reduction and sustainable materials management, and
3) strive to protect and enhance the health of our community, environment, and sole source aquifer while accommodating sustainable regional growth.
Exhibit 1.1. Spokane County Vicinity Map

Source: Washington State GIS Database, 2020
1.1 OVERVIEW OF PLAN CONTENTS

This Plan is organized into two parts. Part 1 includes the main body of the Plan, which contains the details of how the SCRSWS will manage solid waste over the 6-year planning period. The second part of the Plan is the appendices, which contain supporting information and technical data.

The main body of the Plan includes the following six sections:

- **Section 2.0 – Program Vision:** SCRSWS’s vision for the solid waste program.
- **Section 3.0 – Prioritized Plan Goals:** the eight prioritized goals of the Plan.
- **Section 4.0 – Implementation Plan:** the plan for implementing and funding the prioritized goals and associated actions and capital improvements.
- **Section 5.0 – Solid Waste Facilities and Waste Flow:** the facilities used for management of solid waste, including collection, transport, transfer, and disposal.
- **Section 6.0 – Programs:** SCRSWS’s programs for managing solid waste, including reduction, diversion and moderate risk waste (MRW) programs along with outreach and education programs.
- **Section 7.0 – Administration and Enforcement:** the entities involved in solid waste management in Spokane County and their roles and enforcement of the program.

The appendices include:

- **Appendix A – Regulatory Compliance:** the state regulations this Plan update fulfills.
- **Appendix B – Plan Amendments:** the process by which minor Plan amendments will be made.
- **Appendix C – Summary of Waste Characteristics:** breakdowns of the waste stream along with waste trends and projections.
- **Appendix D – Goals and Actions:** a full list of goals and actions considered for implementation.
- **Appendix E – Facility Siting:** information about the physical environment of Spokane County and its infrastructure for siting waste management facilities.
- **Appendix F – Jurisdiction Specific Waste Reduction Programs:** waste reduction and diversion programs implemented by the participating jurisdictions.
- **Appendix G – Inventory of Dangerous Waste Generators and Handling Facilities:** list of hazardous waste generators within the participating jurisdictions.
- **Appendix H – Plan Update Process:** the details associated with updating this Plan.
- **Appendix I – Checklists and Forms:** Washington UTC Questionnaire, SEPA Checklist, and associated SEPA Determination on Non-Significance.
- **Appendix J – Solid Waste History:** the history of solid waste management and planning in Spokane County and the closed landfills within Spokane County.
- **Appendix K – City of Cheney Comprehensive Solid Waste Management Plan**
- **Appendix L – Interlocal Agreements:** signed interlocal agreements.
- **Appendix M – References:** references used during this Plan update.
- **Appendix N – Glossary:** acronyms / abbreviations and definitions of key terms used in the Plan.
- **Appendix O – Index:** locations of key terms and ideas within the Plan, created to aid in navigation and use of the Plan.
2.0 PROGRAM VISION

Spokane County is a great place to live, learn, work, and play. Our communities are woven into the very fabric of the Inland Northwest. We care about each other and our environment. We have a rich history behind us and a vibrant future ahead of us. To keep our community moving forward, the SCRSWS and interested parties have created a Vision and Guiding Principles to lead us into the future of solid waste management for our County.

SCRSWS VISION STATEMENT AND GUIDING PRINCIPLES
The Spokane County Regional Solid Waste System will provide equitable, affordable, flexible, and fiscally responsible services. We will leverage and coordinate resources and advocate for waste reduction and sustainable materials management. We will strive to protect and enhance the health of our community, environment, and sole source aquifer while accommodating sustainable regional growth. This vision also includes the following guiding principles:

- Foster partnerships and align regional waste services.
- Provide and coordinate solid waste education for the community.
- Cultivate sustainable programs and markets to reduce and reuse waste.
- Encourage the development and use of innovative technology, expert knowledge and scientific research.
- Promote policies and incentives that support system goals.
- Establish and maintain adaptability in programs.
3.0 GOALS AND PRIORITIZED RECOMMENDED ACTIONS

Eight goals were created to assist in achieving the SCRSWS vision and are summarized in this section. Recommended action items were then developed to help reach those goals. All action items were reviewed and ranked according to criteria of importance, cost, and achievability. The highest ranked action items are presented in this section. A complete list of the goals and all recommended actions can be found in Appendix D. Depending on circumstances within the next 6 years, any action included in this Plan may be pursued. The eight goals are summarized below.

3.1 GOALS

GOAL 1: WASTE REDUCTION FIRST

Continue to promote actions that follow the waste reduction hierarchy of 1) Reduce, 2) Reuse, and 3) Recycle, and ensure that waste reduction is the foremost preferred solution when it comes to solid waste choices.

Although preventing the production of waste upstream is an ultimate desire, it is important to have a goal in place to reduce the amount of waste once materials have been consumed. The waste reduction hierarchy still provides this function with reducing the amount of material that is destined for final disposal.

GOAL 2: EFFICIENT SERVICES

Research, evaluate and implement solid waste services to better serve customers.

SCRSWS facilities are in place to bring a set of core services to County businesses and residents. These services can include providing access to waste disposal, recycling drop-off, household hazardous waste drop-off, organic waste disposal, and education. Providing these essential services to our community should be cost-effective, efficient, and safe.

GOAL 3: ADEQUATE FUNDING

Create a sustainable funding mechanism for SCRSWS comprehensive planning, capital improvements, services and programs, and landfill post-closure activities.

As our community continues to grow and faces new challenges that lie ahead, it is vital that sufficient funding sources for the SCRSWS are available to both continue and grow programs and services. Funding sources can include state funding and other available grants and tip fees. State funding is an important component to fund state-mandated programs.
GOAL 4: SUSTAINABLE MATERIALS MANAGEMENT

Build a new foundation for the future of managing our waste that integrates sustainable materials management.

The concept of “sustainable materials management” is based on impacts that occur over the entire life cycle of materials, from production, to consumption, and finally to disposal. Most of the harm that comes from our materials occurs upstream before they ever become waste. Broad impacts can include climate change and the burden of toxic chemicals. While the SCRSWS generally deals with material end-of-life management, it is within the vision of the SCRSWS to advocate for sustainable materials management through education and leadership.

GOAL 5: ENFORCEMENT

Continue an enforcement program for proper solid waste and MRW disposal practices and other enforceable criteria.

Local regulations under Spokane County Code 8.56 protect our community’s health and environment as well as the financial viability of SCRSWS facilities that provide solid waste services. An enforcement program led by the SCRSWS complements community outreach programs to ensure solid waste and moderate risk waste (MRW) disposal practices follow local regulations.

GOAL 6: COLLABORATION

Plan for and provide solid waste services and programs in collaboration with state agencies and other organizations.

Work with partners on education, services and programs to achieve a better sense of community.

GOAL 7: SOCIAL EQUITY

Provide equitable solid waste services, opportunities, outreach, and resources for our community.

The SCRSWS will deliver programs and services equitably throughout our community.

GOAL 8: MODERATE RISK WASTE REDUCTION

Emphasize protection of our sole source aquifer and promote stewardship and reduction of solid waste and toxic waste.

While this goal may fit within the concept of Sustainable Materials Management (Goal 4), it will focus on reducing and eliminating toxics within our community and environment. Our region’s sole source aquifer is vital to our community and must be protected.
3.2 PRIORITIZED ACTIONS

All recommended actions (see Appendix D) were evaluated and prioritized based on the needs of the communities that the SCRSWS serves. Also considered in this assessment were the resources Spokane County has available to accomplish the actions. Each of the prioritized actions is organized in this section according to the goal in which the action supports. Some of these actions are ongoing (as indicated) over multiple plan update periods and will continue to be a priority over the life of this update. Actions are grouped into the following seven different categories:

- **Education** – Communicating with and educating others and promoting programs.
- **Facilities** – Changes to solid waste facilities including transfer stations, landfills, waste collection, and transport.
- **Equity** – Supporting social equity through new or expanded programs and through changes to existing programs and facilities.
- **Regulations** – Primarily driven to comply with regulations.
- **Partnerships** – Developing and fostering partnerships with other agencies.
- **Finances** – Significantly affecting costs of program(s) either directly or through increased staff time.
- **Research** – Performing analyses and information gathering.

One action that is integral to several goals is Spokane County's participation in the Washington Association of County Solid Waste Managers (WACSWM). This professional group facilitates collaboration on solid waste research and ideas, works towards consistent standards, policies, and programs across the state, gives voice to local governments, and evaluates the impact of legislation presented in the State Capitol of Olympia on solid waste programs and services. Because of its broad impact, Spokane County will continue participating in WACSWM for collaboration across the state and to help propel the SCRSWS toward fulfilling its vision.

While WACSWM focuses on statewide action to support local programs, Spokane County will also continue to support local legislation and policies that are important to reduce and divert consumer and producer waste streams.
GOAL 1: WASTE REDUCTION FIRST
Continue to promote actions that follow the waste reduction hierarchy of 1) Reduce, 2) Reuse, and 3) Recycle, and ensure that waste reduction is the foremost preferred solution when it comes to solid waste choices (see Table 3.1).

Table 3.1. Waste Reduction First

<table>
<thead>
<tr>
<th>No.</th>
<th>Prioritized Action Items</th>
<th>Action Type</th>
<th>Ongoing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.A</td>
<td>Develop and promote waste reduction and diversion messages to residents through partnerships with local and regional stakeholders, i.e., The Recycling Waste Reduction Communication Team, higher education, local haulers, etc.</td>
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<td>▲</td>
</tr>
<tr>
<td>1.A.i</td>
<td>Implement a “Stop Wishful-Recycling” media campaign to increase awareness about recycling contamination, what is accepted locally, and curb behavior that contributes to recycling contamination.</td>
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</tr>
<tr>
<td>1.A.ii</td>
<td>Provide comprehensive waste reduction consultation services for member jurisdictions, businesses, agencies, and other organizations within the SCRSWS including but not limited to: waste reduction strategies, supply chain management and sustainable materials management procurement policies, award and recognition programs, reuse and material exchanges, and toxics reduction strategies.</td>
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<tr>
<td>1.B</td>
<td>Pursue local and regional material reuse partnerships and opportunities.</td>
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<tr>
<td>1.B.i</td>
<td>Research and evaluate potential outlets for glass recycling opportunities.</td>
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<tr>
<td>1.B.ii</td>
<td>Create circular economy workshop for local businesses</td>
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</table>
## GOAL 2: EFFICIENT SERVICES
Research, evaluate and implement solid waste services to better serve customers, where feasible (see Table 3.2).

### Table 3.2. Efficient Services

<table>
<thead>
<tr>
<th>No.</th>
<th>Prioritized Action Items</th>
<th>Action Type</th>
<th>Ongoing</th>
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<tbody>
<tr>
<td>2.A</td>
<td>Expand the HHW hours of access.</td>
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<tr>
<td>2.B</td>
<td>Remove or increase limits of HHW quantities for non-business customers</td>
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<tr>
<td>2.C</td>
<td>Evaluate small quantity generator services at SCRSWS-owned facilities.</td>
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<tr>
<td>2.D</td>
<td>Evaluate facility capacity and needs for regional growth for both residential and commercial customers with regards to all services and programs.</td>
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<tr>
<td>2.E</td>
<td>Maintain and/or increase the safety of transfer stations for those working at the site, regularly or temporarily, and all visitors through implementing traffic safety measures, installing surveillance cameras or other actions.</td>
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</tbody>
</table>

## GOAL 3: ADEQUATE FUNDING
Create a sustainable funding mechanism for SCRSWS comprehensive planning, capital improvements, services and programs, and post closure activities (see Table 3.3).

### Table 3.3. Adequate Funding

<table>
<thead>
<tr>
<th>No.</th>
<th>Prioritized Action Items</th>
<th>Action Type</th>
<th>Ongoing</th>
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</thead>
<tbody>
<tr>
<td>3.A</td>
<td>Investigate County-wide finance mechanisms that are equitable to all county residents and that will enable a long-term funding mechanism for SCRSWS-owned closed landfills.</td>
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</table>
GOAL 4: SUSTAINABLE MATERIALS MANAGEMENT
Build a new foundation for the future of managing our waste that integrates sustainable materials management (see Table 3.4).

Table 3.4. Sustainable Materials Management

<table>
<thead>
<tr>
<th>No.</th>
<th>Prioritized Action Items</th>
<th>Action Type</th>
<th>Ongoing</th>
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<tbody>
<tr>
<td>4.A</td>
<td>Support other efforts, legislation, and policies when feasible and beneficial to our local community’s economy or health in regard to: life cycle assessment, Zero Waste, Extended Producer Responsibility (EPR), and local industrial symbiosis and circular economy projects and programs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.B</td>
<td>Create a decision-making framework to make informed decisions regarding sustainable materials management composed of elements from: the Center for Sustainable Infrastructure’s (CSI) Five Big Goals for 2040, recommendations from research and policies from Washington state solid and hazardous waste plan, Oregon Dept. of Environmental Quality, the EPA’s Non-Hazardous Materials and Waste Management Hierarchy, and other sources.</td>
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GOAL 5: ENFORCEMENT
Continue an enforcement program for proper solid waste and MRW disposal practices and other enforceable criteria (see Table 3.5).

Table 3.5. Enforcement

<table>
<thead>
<tr>
<th>No.</th>
<th>Prioritized Action Items</th>
<th>Action Type</th>
<th>Ongoing</th>
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</thead>
<tbody>
<tr>
<td>5.A</td>
<td>Create an outreach program for businesses and other waste generators that are participants in the SCRSWS explaining proper disposal practices, locations, and available solid waste programs (e.g., litter removal).</td>
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<tr>
<td>5.B</td>
<td>Create a task force on enforcement between the County Sheriff’s Dept, Regional Health District, SCRSWS, and others as appropriate.</td>
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</tr>
</tbody>
</table>
GOAL 6: COLLABORATION
Plan for and provide solid waste services and programs in collaboration with state agencies and other organizations (see Table 3.6).

Table 3.6. Collaboration

<table>
<thead>
<tr>
<th>No.</th>
<th>Prioritized Action Items</th>
<th>Action Type</th>
<th>Ongoing</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.A</td>
<td>Participate actively within the Washington Association of County Solid Waste Managers (WACSWM) to collaborate on research and ideas, work toward consistent standards, policies and programs across the state, give voice to local governments, and evaluate the impact of legislation presented in Olympia on County solid waste programs and services.</td>
<td>✷</td>
<td></td>
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<tr>
<td>6.B</td>
<td>Develop and promote waste reduction and diversion messages to residents through partnerships with local and regional stakeholders, i.e. The Waste Reduction Communication Team, higher education, local haulers, etc.</td>
<td>✷</td>
<td></td>
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</table>
GOAL 7: SOCIAL EQUITY
Provide equitable solid waste services, opportunities, outreach, and resources for our community (see Table 3.7).

Table 3.7. Social Equity

<table>
<thead>
<tr>
<th>No.</th>
<th>Prioritized Action Items</th>
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</thead>
<tbody>
<tr>
<td>7.A.</td>
<td>For ANY action within this plan, social equity will be considered before implementation.</td>
</tr>
<tr>
<td>7.B.</td>
<td>Determine what the biggest solid waste hurdles are for underserved populations and prioritize education and outreach to help overcome identified hurdles.</td>
</tr>
<tr>
<td>7.B.i</td>
<td>Establish a “Waste Ambassador” program that trains members within underserved populations to provide waste reduction education and outreach to their community in meaningful and culturally relevant ways.</td>
</tr>
<tr>
<td>7.B.ii</td>
<td>Transcreate transfer station flyers into languages used in the Spokane area, such as Spanish, Russian and Ukrainian, and proactively offer flyers to customers.</td>
</tr>
<tr>
<td>7.C</td>
<td>Evaluate and implement an effective low-income assistance program for solid waste services.</td>
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<tr>
<td>7.D</td>
<td>Evaluate and implement household hazardous waste collection services for elderly or vetted individuals that cannot access transfer stations.</td>
</tr>
</tbody>
</table>
GOAL 8: MODERATE RISK WASTE REDUCTION
Emphasize protection of our sole source aquifer and promote stewardship and reduction of solid waste and toxic waste (see Table 3.8)

Table 3.8. Toxic Waste Reduction

<table>
<thead>
<tr>
<th>No.</th>
<th>Prioritized Action Items</th>
<th>Action Type</th>
<th>Ongoing</th>
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<tbody>
<tr>
<td>8.A</td>
<td>Provide technical assistance to businesses regarding MRW through consulting or through partnerships with local agencies and organizations such as Local Source Control, the Spokane River Forum’s EnviroCertified program and the Spokane Aquifer Joint Board.</td>
<td></td>
<td></td>
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<tr>
<td>8.B</td>
<td>Continue efforts to increase public awareness on proper handling and disposal of MRW and use of alternative products through partnerships with local agencies and organizations such as Local Source Control, the Spokane River Forum, and the Spokane Aquifer Joint Board.</td>
<td></td>
<td>▲</td>
</tr>
<tr>
<td>8.C</td>
<td>Provide residents with the ability to drop off 5 gallons of used oil per household per operating day, consistent with RCW 70A.224.030.</td>
<td></td>
<td>▲</td>
</tr>
<tr>
<td>8.D</td>
<td>All uncontaminated used oil collected at MRW permanent collection sites is sent to be re-refined.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
This Plan includes both a 6-year implementation plan for solid waste handling facilities and programs along with a needs assessment over a 20-year period for solid waste handling facilities (capital improvements plan). These plans are intended to be dynamic and evolving, changing as the overall Plan is used and new data and information become available. The plans will be used as guides to assess opportunities as they arise to support the overarching vision of the SCRSWS.

### 4.1 6-YEAR IMPLEMENTATION PLAN

Plan goals and associated actions were created and then prioritized as presented in Section 3.1. The goals and implementation plan outlining the prioritized recommended actions are included in Table 4.1 below. Capital improvements for this Plan are shown in Table 4.2. Both tables also include the source of funding for each action or improvement (O – Operations Fund, G – Grants, and C – Capital Fund). These capital costs are used along with the operating costs to project solid waste rates for the planning period (see Section 4.2 - Financing).

### CAPITAL IMPROVEMENT PLAN FOR THE WASTE TO ENERGY FACILITY

The City of Spokane owns and operates the Waste to Energy Facility. Through an interlocal agreement with the City of Spokane, the WTE Facility is a SCRSWS-designated facility, and the majority of waste collected in the system is disposed and incinerated there. The City funds the operations and maintenance of the WTE Facility through tip fees set independently from the County-owned transfer stations.

The WTE Facility is maintained proactively and has a routine maintenance schedule set for the next 6 years at an average estimated cost of $4,000,000 per year. With this preventive maintenance, it is anticipated that the operational life of the WTE Facility will continue for the long term.

<table>
<thead>
<tr>
<th>Goal</th>
<th>Prioritized Action Items</th>
<th>Implementation Year(s)</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste Reduction 3R’s</td>
<td>Develop and promote waste reduction and diversion messages to residents through partnerships with local and regional stakeholders, i.e., The Recycling Waste Reduction Communication Team, higher education, local haulers, etc.</td>
<td>Ongoing</td>
<td>O, G</td>
</tr>
<tr>
<td>Waste Reduction 3R’s</td>
<td>Implement a &quot;Stop Wishful-Recycling&quot; media campaign to increase awareness about recycling contamination, what is accepted locally, and curb behavior that contributes to recycling contamination.</td>
<td>Ongoing</td>
<td>O, G</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>----------------------------------------------------------------</td>
<td>----------------------------------------------------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Provide comprehensive waste reduction consultation services for</td>
<td>member jurisdictions, businesses, agencies, and other organizations within the SCRSWS including but not limited to: waste reduction strategies, supply chain management and sustainable materials management procurement policies, award and recognition programs, reuse and material exchanges, and toxics reduction strategies.</td>
<td>2022 - 2027</td>
<td>G</td>
</tr>
<tr>
<td>Pursue local and regional material reuse partnerships and opportunities.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Research and evaluate potential outlets for glass recycling opportunities.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create circular economy workshop for local businesses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Efficient Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expand the HHW hours of access.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove or increase limits of HHW quantities for non-business customers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluate small quantity generator services at SCRSWS-owned facilities.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluate facility capacity and needs for regional growth for both residential and commercial customers with regards to all services and programs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintain and/or increase the safety of transfer stations for those working at the site, regularly or temporarily, and all visitors through implementing traffic safety measures, installing surveillance cameras or other actions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adequate Funding</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investigate County-wide finance mechanisms that are equitable to all county residents and that will enable a long-term funding mechanism for SCRSWS-owned closed landfills.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sustainable Materials Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support other efforts, legislation, and policies when feasible and beneficial to our local community’s economy or health in regard to: life cycle assessment, Zero Waste, Extended Producer Responsibility (EPR), and local industrial symbiosis and circular economy projects and programs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create a decision-making framework to make informed decisions regarding sustainable materials management composed of elements from: the Center for Sustainable Infrastructure’s (CSI) Five Big Goals for 2040, recommendations from research and policies from Washington state solid and hazardous waste plan, Oregon Dept. of Environmental Quality, the EPA’s Non-Hazardous Materials and Waste Management Hierarchy, and other sources.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enforcement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create an outreach program for businesses and other waste generators that are participants in the SCRSWS explaining proper disposal practices, locations, and available solid waste programs (e.g., litter removal).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create a task force on enforcement between the County Sheriff's Dept, Regional Health District, SCRSWS, and others as appropriate.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Action</td>
<td>Duration</td>
<td>Type</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>---------------</td>
<td>------</td>
</tr>
<tr>
<td><strong>Collaboration</strong></td>
<td>Participate actively within the Washington Association of County Solid Waste Managers (WACSWM) to collaborate on research and ideas, work toward consistent standards, policies and programs across the state, give voice to local governments, and evaluate the impact of legislation presented in Olympia on County solid waste programs and services.</td>
<td>Ongoing</td>
<td>O</td>
</tr>
<tr>
<td></td>
<td>Develop and promote waste reduction and diversion messages to residents through partnerships with local and regional stakeholders, i.e. The Recycling Waste Reduction Communication Team, higher education, local haulers, etc.</td>
<td>Ongoing</td>
<td>O</td>
</tr>
<tr>
<td><strong>Social Equity</strong></td>
<td>For ANY action within this plan, social equity will be considered before implementation.</td>
<td>Ongoing</td>
<td>O</td>
</tr>
<tr>
<td></td>
<td>Determine what the biggest solid waste hurdles are for underserved populations and prioritize education and outreach to help overcome identified hurdles.</td>
<td>2022 - 2027</td>
<td>O, G</td>
</tr>
<tr>
<td></td>
<td><em>Establish a “Waste Ambassador” program that trains members within underserved populations to provide waste reduction education and outreach to their community in meaningful and culturally relevant ways.</em></td>
<td>2022 - 2027</td>
<td>O, G</td>
</tr>
<tr>
<td></td>
<td><em>Transcreate transfer station flyers into languages used in the Spokane area, such as Spanish, Russian and Ukrainian, and proactively offer flyers to customers.</em></td>
<td>2022 - 2027</td>
<td>O, G</td>
</tr>
<tr>
<td></td>
<td>Evaluate and implement an effective low-income assistance program for solid waste services.</td>
<td>2022 - 2027</td>
<td>O, G</td>
</tr>
<tr>
<td></td>
<td>Evaluate and implement household hazardous waste collection services for elderly or vetted individuals that cannot access transfer stations.</td>
<td>2022 - 2027</td>
<td>O, G</td>
</tr>
<tr>
<td><strong>Moderate Risk Waste Reduction</strong></td>
<td>Provide technical assistance to businesses regarding MRW through consulting or through partnerships with local agencies and organizations such as Local Source Control, the Spokane River Forum’s EnviroCertified program and the Spokane Aquifer Joint Board.</td>
<td>2022 - 2027</td>
<td>O, G</td>
</tr>
<tr>
<td></td>
<td>Continue efforts to increase public awareness on proper handling and disposal of MRW and use of alternative products through partnerships with local agencies and organizations such as Local Source Control, the Spokane River Forum, and the Spokane Aquifer Joint Board.</td>
<td>2022 - 2027</td>
<td>O, G</td>
</tr>
<tr>
<td></td>
<td>Provide residents with the ability to drop off 5 gallons of used oil per household per operating day, consistent with RCW 70A.224.030.</td>
<td>Ongoing</td>
<td>O, G</td>
</tr>
<tr>
<td></td>
<td>All uncontaminated used oil collected at MRW permanent collection sites is sent to be re-refined.</td>
<td>2022 - 2027</td>
<td>O, G</td>
</tr>
</tbody>
</table>
Table 4.2. 6-Year Capital Improvements Plan

<table>
<thead>
<tr>
<th>Project</th>
<th>Implementation Year</th>
<th>Capital Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace Scale #1 at Valley Transfer Station</td>
<td>2022</td>
<td>$90,000</td>
<td>C</td>
</tr>
<tr>
<td>Repair fire suppression systems at transfer stations</td>
<td>2022</td>
<td>$80,000</td>
<td>C</td>
</tr>
<tr>
<td>North Transfer Station Diversion Material Capacity Study</td>
<td>2022</td>
<td>$72,000</td>
<td>C, G</td>
</tr>
<tr>
<td>Replace preload compactor at Valley Transfer Station</td>
<td>2023</td>
<td>$1,720,000</td>
<td>C</td>
</tr>
<tr>
<td>Replace Scale #2 at Valley Transfer Station</td>
<td>2024</td>
<td>$90,000</td>
<td>C</td>
</tr>
<tr>
<td>Repair asphalt at transfer stations</td>
<td>2024</td>
<td>$132,000</td>
<td>C</td>
</tr>
<tr>
<td>Replace loading tunnel scales at North Transfer Station</td>
<td>2025</td>
<td>$180,000</td>
<td>C</td>
</tr>
<tr>
<td>Structural repairs to waste transfer building at North Transfer Station</td>
<td>2026</td>
<td>$197,000</td>
<td>C</td>
</tr>
<tr>
<td>Structural repairs to waste transfer building at Valley Transfer Station</td>
<td>2027</td>
<td>$197,000</td>
<td>C</td>
</tr>
<tr>
<td>Tipping Floor Repair/Coating at transfer stations</td>
<td>2027</td>
<td>$449,000</td>
<td>C</td>
</tr>
</tbody>
</table>

4.2 FINANCING

Multiple entities play a role in the financial health of the SCRSWS, including Spokane County, member jurisdictions, the Washington State Utilities and Transportation Commission (WUTC), Ecology, private collection contractors, and legislators. Legislation requires the Implementation Plan contain a means for financing both capital costs and operations expenditures of the proposed solid waste management system for the 6-year planning period. Solid waste programs, including HHW programs, are funded by the state’s Local Solid Waste Financial Assistance funding and tipping fees collected at the transfer stations.

GRANTS

Funding provided by the state’s Local Solid Waste Financial Assistance Program (LSWFA) plays a vital role for local SCRSWS solid waste programs and services such as free household hazardous waste drop off for residents. The funding is provided on a biennium basis through oversight by the Department of Ecology and distributed to all counties throughout the state. In 2013, statewide LSWFA funding (CPG) was at $28.24 million. By the 2017 biennium, this statewide funding dropped 60% to $10 million and continued at this reduced level until 2021 when a large majority of funding was re-established. Much work has been and will continue to be done as a legislative priority by both the Washington Association of County Solid Waste Managers (WACSWM) and the Department of Ecology to restore the LSWFA program fund to historic levels and beyond. Many of the action or implementation items in this plan are dependent on the future outcome of this financial assistance. As solid waste system costs continue to increase, without restoration of this needed funding, the SCRSWS will have to make decisions to cut programs and services or increase tipping fees.
Exhibit 4.1 shows the history of LSWFA funding as well as what a conservative projection of partial historic fund restoration in the next two upcoming bienniums for this 6-year Plan period would look like.

Exhibit 4.1. Historic and Projected LSWFA Grant Funding Levels

Source: SCRSWS Financial Records, 2021
TIPPING FEES
As of January 2021, the tipping fee at both of the SCRSWS transfer stations is $1.10 per ton for municipal solid waste and $53 per ton for organic waste. A breakdown of services funded by these rates are shown in Exhibit 4.2 and Exhibit 4.3. The cost of collection and processing of organic waste is supplemented by grant funding and MSW tipping fees, making the total of the rate breakdown higher than the actual tipping fee. HHW costs are covered both by the Transfer Station Operations Contract for labor and Administration & Programs for disposal and supplies. Costs for HHW vary every year depending on quantities and types received.

Exhibit 4.2. 2021 Tipping Fee (Rate) Breakdown for MSW

Source: SCRSWS Financial Records, 2021
Exhibit 4.3. 2021 Tipping Fee (Rate) Breakdown for Organic Waste

$53 per ton

$66.37 Transfer Station Operations Contract & Disposal

$1.55 Administration & Programs

$3.62 Scalehouse

Source: SCRSWS Financial Records, 2021
To offset decreases in LSWFA funding in the recent years while maintaining comparable levels of services to the residents of Spokane County, tipping fees have been increased. If LSWFA program funding levels could be restored to historical levels, along with careful program management and capital planning, tipping fee increases can be minimized and programs will not need to be reduced or eliminated.

WASHINGTON STATE UTILITES AND TRANSPORTATION COMMISSION
The WUTC establishes collection rates for certificate holders based on a “cost of service” principle whereby rates approximate how much it costs to offer a particular service to a particular customer class. A WUTC cost assessment is required as part of the Plan update. The cost assessment is a comprehensive, system-wide review of the SWMP’s costs that considers the cost impact on ratepayers of the plan’s recommendations and provides sufficient information to estimate future rate levels over the plan period. See Appendix I – Checklists and Forms, for the WUTC cost assessment.

A funding source for education and outreach currently employed in Spokane County is a Revenue Sharing Plan between the WUTC and Waste Management. Allowable under RCW 81.77.185, the Spokane County Revenue Sharing Plan articulates how recycling revenues are used to develop and distribute education and outreach that increases proper recycling in unincorporated areas serviced by Waste Management. More about education and outreach can be found in Section 6.

### 4.3 20-YEAR CAPITAL IMPROVEMENTS PLAN

A 20-year plan for projected capital projects for solid waste handling facilities is included in Table 4.3. This capital improvements plan (CIP) includes capital expenditures anticipated at this time in 2021 dollars (2021$). Actual project costs, as well as years of expenditures, will vary from those shown based on needs and budgets.

<table>
<thead>
<tr>
<th>Project</th>
<th>Implementation Year</th>
<th>Capital Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace Scale #1 at Valley Transfer Station</td>
<td>2022</td>
<td>$90,000</td>
<td>C</td>
</tr>
<tr>
<td>Repair fire suppression systems at transfer stations</td>
<td>2022</td>
<td>$80,000</td>
<td>C</td>
</tr>
<tr>
<td>North Transfer Station Diversion Material Capacity Study</td>
<td>2022</td>
<td>$72,000</td>
<td>C, G</td>
</tr>
<tr>
<td>Replace preload compactor at Valley Transfer Station</td>
<td>2023</td>
<td>$1,720,000</td>
<td>C</td>
</tr>
<tr>
<td>Replace Scale #2 at Valley Transfer Station</td>
<td>2024</td>
<td>$90,000</td>
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</tr>
<tr>
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<td>C</td>
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<tr>
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<td>2025</td>
<td>$180,000</td>
<td>C</td>
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<tr>
<td>Structural repairs to waste transfer building at North Transfer Station</td>
<td>2026</td>
<td>$197,000</td>
<td>C</td>
</tr>
<tr>
<td>Structural repairs to waste transfer building at Valley Transfer Station</td>
<td>2027</td>
<td>$197,000</td>
<td>C</td>
</tr>
<tr>
<td>Project Description</td>
<td>Year</td>
<td>Cost</td>
<td>Responsibility</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
<td>----------------</td>
</tr>
<tr>
<td>Tipping floor repair/coating at transfer stations</td>
<td>2027</td>
<td>$449,000</td>
<td>C</td>
</tr>
<tr>
<td>MRW building improvements at transfer stations</td>
<td>2028</td>
<td>$450,000</td>
<td>G</td>
</tr>
<tr>
<td>Replace Scale #3 at transfer stations</td>
<td>2032</td>
<td>$180,000</td>
<td>C</td>
</tr>
<tr>
<td>Replace knuckleboom crane at Valley Transfer Station</td>
<td>2035</td>
<td>$286,000</td>
<td>C</td>
</tr>
</tbody>
</table>
5.0 SOLID WASTE FACILITIES AND WASTE FLOW

When residents place their waste in a curbside bin or self-haul it to one of the SCRSWS-designated facilities, it is responsibly managed through collection, transport, and disposal. The SCRSWS is successful because of reliable communication and good working relationships between the various parties of the SCRSWS. These include but are not limited to, staff from Spokane County, participating jurisdictions, certificated haulers, transfer and disposal facilities, and transport companies.

The flow of solid waste is broken down into three parts for this section.

**Collection and Transport** includes: (1) curbside collection of residential waste; (2) collection of waste from businesses and institutions; and (3) self-haul customers (both residents and businesses) transporting their solid waste to a transfer facility (transfer station or drop box site) or WTE Facility.

**Transfer** is the movement of consolidated waste from one point to another, which means the transport of waste from a transfer facility (transfer station or drop box site) to a disposal facility (WTE Facility, Northside Landfill, or Roosevelt Landfill). Transfer is done by either transfer trucks or by container (intermodal) cars on rail.

**Disposal** means the final disposal destination for waste that has been collected/transported and transferred.

Throughout this section tables and charts are color-coded to denote which solid waste category they fall into: Collection and Transport, Transfer, or Disposal. The following graphic (Exhibit 5.1) illustrates a typical flow (from collection to final disposal) that the majority of solid waste within the SCRSWS follows. For information on the flow of diverted materials, see **Section 6.0 – Programs**.

Exhibit 5.1. SCRSWS Solid Waste Flow
5.1 COLLECTION AND TRANSPORT

The category of Collection and Transport is divided into commercial and self-haul categories. Commercial services include curbside residential pick up; commercial, industrial, and institutional pick up and drop box pick up. RCW 81.77 gives the WUTC authority to supervise and regulate commercial solid waste collection companies operating in unincorporated areas of the county (Washington State Legislature, 2020). These collectors are issued Certificates of Public Convenience and Necessity by the WUTC. Certificate holders have the exclusive right to collect specified types of solid waste (solid waste, residential recyclables or organics), within their certificated collection service area. Self-hauling of waste includes residents and contractors hauling waste themselves from their businesses or residences.

COMMERCIAL COLLECTION AND TRANSPORT

Collection and transport of waste in Spokane County is split into WUTC-licensed boundaries, as shown in Exhibit 5.2, serviced by the following three different WUTC-certified haulers:

**Sunshine Disposal, Inc.**
11320 W. McFarlane Road
Airway Heights, WA 99001

**Empire Disposal, Inc.**
905 N. Sumner Street
Colfax, WA 99111

**Waste Management of Washington, Inc.**
11321 E Indiana Rd,
Spokane Valley, WA 99206

Or, by a public hauler that services their jurisdiction:

**City of Spokane Solid Waste Services**
808 W. Spokane Falls Blvd.
Spokane, WA 99201
Exhibit 5.2. WUTC Waste Hauler Service Areas

Legend

- Empire Disposal
- Waste Management & Sunshine Disposal
- Waste Management
- Sunshine Disposal & Recycling
- Spokane & Cheney Solid Waste Services
- Unserved
- Non-Participating Jurisdiction

Source: WUTC, 2020
Although many jurisdictions utilize the hauler assigned by the WUTC to service their location, they have the option of contracting with any of the three WUTC haulers. Table 5.1 shows the current service provider for each jurisdiction.

Table 5.1. Member Jurisdictions and their Residential Collection Service Providers

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Service Provision</th>
<th>MSW Curbside Collection</th>
<th>Collection Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airway Heights</td>
<td>Contract</td>
<td>Yes</td>
<td>Waste Management</td>
</tr>
<tr>
<td>Deer Park</td>
<td>Contract</td>
<td>Yes</td>
<td>Waste Management</td>
</tr>
<tr>
<td>Fairchild AFB</td>
<td>Contract</td>
<td>Yes</td>
<td>Sunshine Disposal</td>
</tr>
<tr>
<td>Fairfield</td>
<td>WUTC</td>
<td>Subscription</td>
<td>Empire Disposal</td>
</tr>
<tr>
<td>Latah</td>
<td>WUTC</td>
<td>Subscription</td>
<td>Empire Disposal</td>
</tr>
<tr>
<td>Medical Lake</td>
<td>Contract</td>
<td>Yes</td>
<td>Sunshine Disposal</td>
</tr>
<tr>
<td>Millwood</td>
<td>WUTC</td>
<td>Subscription</td>
<td>Waste Management</td>
</tr>
<tr>
<td>Rockford</td>
<td>WUTC</td>
<td>Subscription</td>
<td>Empire Disposal</td>
</tr>
<tr>
<td>Spangle</td>
<td>WUTC</td>
<td>Subscription</td>
<td>Empire Disposal</td>
</tr>
<tr>
<td>Spokane</td>
<td>City owned</td>
<td>Yes</td>
<td>City of Spokane Solid Waste Services</td>
</tr>
<tr>
<td>Unincorporated County</td>
<td>WUTC</td>
<td>Subscription</td>
<td>Empire Disposal</td>
</tr>
<tr>
<td>Waverly</td>
<td>WUTC</td>
<td>Subscription</td>
<td>Empire Disposal</td>
</tr>
</tbody>
</table>

**SELF HAUL COLLECTION AND TRANSPORT**

Residents and businesses within the SCRSWS can “self-haul” their wastes to SCRSWS-designated transfer or disposal facilities as well as other sites as outlined in this Plan. More information is included in the Transfer section.

### 5.2 TRANSFER

Waste transfer involves the hauling of solid waste from a SCRSWS-designated transfer facility to a disposal site.

Spokane County Ordinance No. 14-0879 (see Spokane County Code 8.56) was established to direct the flow of solid waste from unincorporated County and SCRSWS participating jurisdictions to SCRSWS-designated facilities, shown in Table 5.2 (Spokane County, WA, 2014). Disposal fees paid at SCRSWS-designated facilities help fund solid waste comprehensive planning, facility improvements, and community programs and services such as free residential Household Hazardous Waste Programs, free residential recyclable material drop off, waste reduction events for rural areas and education and outreach for the community.

There are three SCRSWS-designated facilities. Spokane County owns two transfer facilities: the North County Transfer Station and the Valley Transfer Station. The WTE facility, owned by the City of Spokane, also has a transfer facility for waste that cannot be incinerated (more
information on the disposal component of the WTE facility is provided in Section 5.5). The locations of the SCRSWS-designated facilities are shown on Exhibit 5.3 and in Table 5.2.

Table 5.2. SCRSWS-Designated Solid Waste Transfer Facilities

<table>
<thead>
<tr>
<th>Facility</th>
<th>Address</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>North County Transfer Station</td>
<td>22123 N Elk Chattaroy Rd, Colbert, WA 9900</td>
<td>Transfer</td>
</tr>
<tr>
<td>Valley Transfer Station</td>
<td>3941 N Sullivan Rd, Spokane Valley, WA 99216</td>
<td>Transfer</td>
</tr>
<tr>
<td>Waste to Energy Facility</td>
<td>2900 S Geiger Blvd, Spokane, WA 99208</td>
<td>Transfer and Disposal</td>
</tr>
</tbody>
</table>
The three SCRSWS-designated transfer facilities also have areas for dropping off organic waste, recyclables and MRW, with specific features of each facility summarized in Table 5.3. The materials are processed through recycling and diversion programs described in Section 6.0 - Programs. Hours of operation and further information about each transfer facility can be found online at spokanecounty.org/2013/Regional-Disposal-Locations-Hours-Fees.

Table 5.3. Transfer Facility Features and Waste Transfer Tonnages

<table>
<thead>
<tr>
<th>Feature</th>
<th>North County</th>
<th>Valley</th>
<th>WTE Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer Building Type</td>
<td>Three-Sided Structure</td>
<td>Three-Sided Structure</td>
<td>Fully Enclosed</td>
</tr>
<tr>
<td>Tipping Floor Area</td>
<td>8,600 SF</td>
<td>15,700 SF</td>
<td>70,358 SF¹</td>
</tr>
<tr>
<td>Recycling Area</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Organic Waste Area</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>MRW Facility</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>White Good Area</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Tamper/Grappler Unit</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Pre-Load Compactor Unit</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Loading Tunnel</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Commercial Scales</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Public Scales</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Scale Houses</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Mixed Use Scales</td>
<td>3</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>2021 Tonnages</td>
<td>76,208</td>
<td>79,257</td>
<td>274,416¹</td>
</tr>
</tbody>
</table>

¹The WTE Facility serves as both a transfer site and a disposal facility. The Tipping Floor Area is the square footage of the enclosed WTE drop off building and the pit where waste is mixed and added to the incinerator. The waste tonnage is the amount of waste that is moved from this facility to another facility for disposal (i.e., either the Northside Landfill or Roosevelt Landfill).

As the population continues to increase within Spokane County, so does usage at these transfer stations. The effects of this increased usage are being seen at the sites in the form of increased tonnages, longer lines of vehicles entering the facilities and increased wait times for unloading waste. SCRSWS has been proactive in planning for growth and has recently completed projects to help relieve traffic congestion at the transfer stations. To accommodate continued future growth, the Capital Improvement Plan (Table 4.3.) has identified projects to be implemented to ensure the capacities at the transfer stations remain sufficient.

The features of each SCRSWS-designated transfer facility are summarized in Aerial photographic maps of the facilities, shown in Exhibit 5.4 through Exhibit 5.6.
Exhibit 5.4. North County (Colbert) Transfer Station Layout

Source: 2020 Washington GIS Database
Exhibit 5.5. Valley Transfer Station Layout

Source: 2020 Washington GIS Database
Exhibit 5.6. WTE Facility Layout

Source: 2020 Washington GIS Database
From each of the three SCRSWS-designated transfer facilities, waste must be hauled to a final disposal destination. The method of transport to disposal sites depends on current conditions of facilities and contractual obligations that are set forth at that point in time.

TRUCK TRANSPORT
At Spokane County transfer facilities, the North County Transfer Station and the Valley Transfer Station, waste is brought by commercial or self-haul vehicles and transported by transfer truck to the WTE Facility or other sites as needed. The WTE facility, owned by the City of Spokane, also has a transfer facility for waste that cannot be incinerated.

INTERMODAL RAIL TRANSPORT
While the WTE Facility is the primary means for waste disposal and receives the largest portion of solid waste from the SCRSWS, there are times when the waste at transfer facilities must be sent to an alternative disposal location (Roosevelt Landfill). The Yardley intermodal railroad facility (see Exhibit 5.3) currently provides this service through a City of Spokane contract with Republic Services. Rail containers are loaded with waste at each respective SCRSWS-designated facility and transported via truck to the intermodal facility to be transferred onto a train. The Yardley intermodal facility serves as a method to transport waste under a contract and is not considered a SCRSWS-designated site.

FUTURE TRANSPORT POSSIBILITIES
All future transport possibilities are scenarios or options that could be provided as part of a contractual agreement with disposal and/or transport companies.

West Plains Transload Rail Facility
Construction of a new multi-modal transportation hub has begun in the West Plains Airport Area in Spokane County. This site will include an intermodal rail facility and may have future potential when it comes to solid waste planning. Considerations to be examined when determining site potential include, but are not limited to:

- Current contractual obligations within the SCRSWS
- Arterial access for heavy loads
- Size and dimension of land for container storage and number of containers required
- Ability to use either rail line (BNSF, UP)
- Capacity of rail for future waste increases (including competition with other cargo)
- Frequency of units (waste storage time limitations)
- Amount of track required for containers needed
- Hours of possible operations
- Permits needed by various agencies (Ecology, FAA, etc.)

Long Haul Options
As part of the interlocal agreements with member jurisdictions, the SCRSWS explores the cost-effectiveness of various alternatives for solid waste transport and disposal. Long haul options are continually assessed whenever agreements or contracts are open to the opportunity.
5.3 DISPOSAL

Solid waste can include municipal solid waste (MSW), construction and demolition (C&D) and other non-putrescible and non-burnable materials. Solid waste within the SCRSWS is either hauled from a SCRSWS-designated transfer facility (see Section 5.2) or direct hauled to a final disposal site (see Table 5.4).

Table 5.4. SCRSWS-Designated Disposal Facilities (as of 2021)

<table>
<thead>
<tr>
<th>Facility</th>
<th>Address</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste to Energy Facility</td>
<td>2900 S Geiger Blvd, Spokane, WA 99208</td>
<td>Transfer and Disposal</td>
</tr>
<tr>
<td>Northside Landfill</td>
<td>7202 N Nine Mile Rd, Spokane, WA 99208</td>
<td>Disposal-limited</td>
</tr>
<tr>
<td>Roosevelt Landfill</td>
<td>500 Roosevelt Grade Rd, Roosevelt, WA 99356</td>
<td>Disposal</td>
</tr>
</tbody>
</table>

The destination for waste generated within Spokane County is managed through disposal contracts with the City of Spokane (WTE Facility & Northside Landfill) and Republic Services (Roosevelt Landfill). The WTE Facility is the primary means for waste disposal and receives the largest portion of SCRSWS solid waste. If the facility is not operational due to maintenance activities or if capacity at the WTE facility is exceeded, the waste is sent to the Roosevelt Landfill.

Spokane County is located in the apple magot quarantine area under WAC 16-470-105(2)(a). The transport of MSW from Spokane County through the pest-free area to the Roosevelt Regional Landfill is currently allowed under a Washington State Department of Agriculture (WSDA) issued Special Permit.

C&D waste and other similar inert (non-putrescible and non-burnable) material that are unsuitable for incineration at the WTE Facility are transferred to the Roosevelt Landfill or to the Graham Road Recycling and Disposal Facility for disposal. If the WTE Facility and rail transport are both unavailable, MSW can be sent to the Northside Landfill for disposal while C&D and inert material are hauled to the Graham Road Recycling and Disposal Facility. The amount of waste sent to each of the final disposal sites for the last six years is shown in Table 5.5 and graphically shown in Exhibit 5.7.

Table 5.5. Disposal Quantities in Tons for Each Disposal Facility

<table>
<thead>
<tr>
<th>Year</th>
<th>Roosevelt Landfill</th>
<th>Northside Landfill</th>
<th>WTE Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>5,055</td>
<td>7,270</td>
<td>236,985</td>
</tr>
<tr>
<td>2016</td>
<td>13,340</td>
<td>6,925</td>
<td>253,639</td>
</tr>
<tr>
<td>2017</td>
<td>32,848</td>
<td>4,435</td>
<td>246,775</td>
</tr>
<tr>
<td>2018</td>
<td>36,628</td>
<td>9,439</td>
<td>249,349</td>
</tr>
<tr>
<td>2019</td>
<td>52,136</td>
<td>8,377</td>
<td>242,726</td>
</tr>
<tr>
<td>2020</td>
<td>54,023</td>
<td>3,048</td>
<td>247,597</td>
</tr>
<tr>
<td>2021</td>
<td>68,650</td>
<td>4,425</td>
<td>251,597</td>
</tr>
</tbody>
</table>

*Tonnages to Roosevelt Landfill do not include WTE ash quantities. See Table 5.9
See Exhibit 5.7 for a visual representation of the data presented in Table 5.5
Currently, the WTE Facility has a limited processing capacity of approximately 800 tons per operating day, or a maximum of 292,000 tons per year. Population and waste generation per capita within Spokane County have continued to climb, resulting in more waste being sent to the WTE facility and Roosevelt Landfill each year.

For the duration of this Plan, waste disposal is anticipated to continue in the manner described above. However, it is ultimately contingent on the disposal contracts which will be renegotiated during the timeframe of this Plan. The interlocal agreement between the County and the City of Spokane for disposal services and inclusion in the SCRSWS expires in September 2023. The County and the City will be in discussions regarding an extension and/or amendment to this agreement prior to its expiration. The County will also be evaluating alternative options for disposal. Criteria for any disposal contract includes but may not be limited to disposal costs, transportation costs, services provided, lifetime contract cost estimates, environmental impacts, and positive safety and customer service records. As with current contracts, an increase in costs under future contracts would need to be funded through rate increases at County-owned transfer stations. Rate increases are reviewed by the SWAC and approved by the Board of County Commissioners.
CITY OF SPOKANE WASTE TO ENERGY (WTE) FACILITY
The City of Spokane owns and operates the WTE Facility. The WTE Facility is designed to process waste from mixed residential, commercial, and industrial sources. MSW is incinerated using two 400-ton-per-day “mass-burn” combustion units to generate steam and subsequent electricity by means of a 26-megawatt turbine generator. The facility is designed to produce a net electric output of at least 505 kWh per ton of solid waste processed on an annual average basis. Exhibit 5.8 provides a visual depiction of how waste is processed, and energy is generated within the facility.

Exhibit 5.8. WTE Facility Process

Source: deltawayenergy.com/2018/08/waste-to-energy-how-it-works/

The WTE Facility is located on a 37-acre site in Spokane County within the Spokane city limits (see Exhibit 5.3 and Exhibit 5.6). This is the primary source for disposal for the SCRSWS. Incineration is a conversion technology which ranks higher on the EPA’s hierarchy than landfilling.

ROOSEVELT LANDFILL
When the WTE facility is not operational, or when tonnages exceed the capacity of the facility, waste is transferred to the Roosevelt landfill. WTE incinerator ash is also transferred to the Roosevelt landfill where it is mined for metal and disposed of in an ash monofill. The facility is located 200 miles southwest of Spokane County in Klickitat County, Washington (see Exhibit 5.9).

Exhibit 5.9. Location of Roosevelt Regional Landfill

NORTHSIDE LANDFILL
The MSW cell constructed at the Northside Landfill is the only operating landfill permitted to receive MSW waste in Spokane County. The availability of an MSW landfill within Spokane County is a requirement of the WTE operating permit issued by the Spokane Regional Health District (SRHD). The Northside Landfill is owned and operated by the City of Spokane. Currently, only the western lined area (Phase 1) of the MSW cell is used for waste disposal and provides a disposal capacity of 0.5 million cubic yards. The Phase 2 expansion will add an additional 1.0 million cubic yards, bringing the total capacity to approximately 1.5 million cubic yards. The location of the Northside Landfill is shown in Exhibit 5.10.
Exhibit 5.10. Location of Northside Landfill

Source: Washington State GIS Database, 2020
CLOSED LANDFILLS
Six landfills in Spokane County are closed and are undergoing post-closure activities. These landfills cannot accept any waste. The six closed landfills are:

- Colbert Landfill
- Greenacres Landfill
- Mica Landfill
- Northside Landfill
- Southside Landfill
- Marshall Landfill

More information on the closed landfills can be found in Appendix J - SWMP History.

INERT MATERIAL, CONSTRUCTION, DEMOLITION, AND LANDCLEARING DISPOSAL SITES
Inert materials including construction, demolition and land clearing, wastes can be brought to the three SCRSWS disposal facilities (See Table 5.4) as well as private disposal sites, provided the private sites operate consistent with respective and current Spokane County Regional Health District solid waste handling permits. Current permitted disposal sites are shown in Table 5.6. These do not include facilities that only accept material for recovery or recycling purposes.

Table 5.6. Permitted Private Inert Material Disposal Sites (as of 2021)

<table>
<thead>
<tr>
<th>Facilities</th>
<th>Address</th>
<th>Purpose</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inland Asphalt</td>
<td>44th and Sands Spokane WA 99206</td>
<td>Inert Waste Landfill</td>
<td><a href="http://www.inlandasphaltpaving.com/">http://www.inlandasphaltpaving.com/</a></td>
</tr>
<tr>
<td>Interstate Concrete and Asphalt Co.</td>
<td>2691 S Craig Rd Airway Heights, WA 99001</td>
<td>Inert Waste Landfill</td>
<td><a href="https://interstateconcreteandaspalt.com/">https://interstateconcreteandaspalt.com/</a></td>
</tr>
<tr>
<td>Central Pre-Mix Hayford Facility</td>
<td>11800 W. Sprague</td>
<td>Inert Waste Landfill</td>
<td><a href="https://cpminland.com/">https://cpminland.com/</a></td>
</tr>
<tr>
<td>Crestline Asphalt and Concrete</td>
<td>8510 N Crestline St</td>
<td>Inert Waste Landfill</td>
<td><a href="https://cpminland.com/">https://cpminland.com/</a></td>
</tr>
</tbody>
</table>

The only permitted limited purpose landfill in Spokane County is the Graham Road Recycling and Disposal Facility owned and operated by Waste Management of Washington, Inc. The facility is located west of the City of Airway Heights and northwest of Fairchild AFB. Materials accepted include CDL/I and some specific wastes involving special requirements such as
asbestos. The facility also accepts and recycles (or recovers) cardboard, metals, plastics, and wood waste. The facility has an estimated remaining capacity of 100+ years.

**GROWTH AND FUTURE NEEDS**

Requirements for future solid waste collection will depend upon population growth rates. Table 5.7 shows the current (2021) population, number of households and population densities for each jurisdiction.

**Table 5.7. Estimated Population and Housing Densities for Jurisdictions**

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Land Area (sq. mi.)</th>
<th>Population</th>
<th>Number of Housing Units</th>
<th>Population Density (People per sq. mi.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airway Heights</td>
<td>6.00</td>
<td>10,760</td>
<td>3,778</td>
<td>1,793</td>
</tr>
<tr>
<td>Deer Park</td>
<td>6.90</td>
<td>4,520</td>
<td>1,965</td>
<td>655</td>
</tr>
<tr>
<td>Fairchild AFB</td>
<td>6.50</td>
<td>3,036</td>
<td>1,092</td>
<td>467</td>
</tr>
<tr>
<td>Fairfield</td>
<td>0.60</td>
<td>600</td>
<td>235</td>
<td>1,000</td>
</tr>
<tr>
<td>Latah</td>
<td>0.30</td>
<td>185</td>
<td>88</td>
<td>617</td>
</tr>
<tr>
<td>Medical Lake</td>
<td>3.40</td>
<td>4,870</td>
<td>1,824</td>
<td>1,432</td>
</tr>
<tr>
<td>Millwood</td>
<td>0.70</td>
<td>1,915</td>
<td>841</td>
<td>2,736</td>
</tr>
<tr>
<td>Rockford</td>
<td>0.70</td>
<td>520</td>
<td>194</td>
<td>742</td>
</tr>
<tr>
<td>Spangle</td>
<td>0.30</td>
<td>280</td>
<td>127</td>
<td>933</td>
</tr>
<tr>
<td>Spokane</td>
<td>69.5</td>
<td>229,400</td>
<td>100,555</td>
<td>3,301</td>
</tr>
<tr>
<td>Waverly</td>
<td>0.40</td>
<td>120</td>
<td>55</td>
<td>300</td>
</tr>
<tr>
<td>Spokane County Unincorporated</td>
<td>1,620</td>
<td>159,560</td>
<td>61,938</td>
<td>98</td>
</tr>
</tbody>
</table>

1Land Area data from the 2020 Census.
3Housing Unit data from Washington's Office of Financial Management's 2021 Postcensal Estimate of Total Housing Units
4Fairchild AFB data from Fairchild AFB reports. Number of housing units is 641 homes and 451 dorms.
Table 5.8 shows the 6-year projections for population, the number of housing units, and the projected population density. The largest population and housing unit increases are seen in Airway Heights and Medical Lake.

Table 5.8. 6-Year Projections for Population, Housing Units, and Population Densities

<table>
<thead>
<tr>
<th>Municipality</th>
<th>6-year Population Growth Rate</th>
<th>Projected Population</th>
<th>6-year Housing Units Growth Rate</th>
<th>Projected Number of Housing Units</th>
<th>Projected Population Density (People per sq. mi.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airway Heights</td>
<td>38.2%</td>
<td>14,874</td>
<td>34.6%</td>
<td>6,271</td>
<td>2,479</td>
</tr>
<tr>
<td>Deer Park</td>
<td>13.7%</td>
<td>5,139</td>
<td>16.0%</td>
<td>2,250</td>
<td>744</td>
</tr>
<tr>
<td>Fairchild AFB</td>
<td>0%</td>
<td>3,036</td>
<td>4.6%</td>
<td>1,142</td>
<td>467</td>
</tr>
<tr>
<td>Fairfield</td>
<td>2.3%</td>
<td>614</td>
<td>14.2%</td>
<td>228</td>
<td>1,023</td>
</tr>
<tr>
<td>Latah</td>
<td>0.6%</td>
<td>186</td>
<td>4.8%</td>
<td>86</td>
<td>620</td>
</tr>
<tr>
<td>Medical Lake</td>
<td>-0.2%</td>
<td>4,860</td>
<td>32.0%</td>
<td>1,819</td>
<td>1,429</td>
</tr>
<tr>
<td>Millwood</td>
<td>1.8%</td>
<td>1,949</td>
<td>1.1%</td>
<td>859</td>
<td>2,784</td>
</tr>
<tr>
<td>Rockford</td>
<td>3.2%</td>
<td>537</td>
<td>15.6%</td>
<td>184</td>
<td>767</td>
</tr>
<tr>
<td>Spangle</td>
<td>1.5%</td>
<td>284</td>
<td>6.9%</td>
<td>128</td>
<td>947</td>
</tr>
<tr>
<td>Spokane</td>
<td>4.2%</td>
<td>239,035</td>
<td>4.3%</td>
<td>104,175</td>
<td>3,439</td>
</tr>
<tr>
<td>Waverly</td>
<td>15.7%</td>
<td>139</td>
<td>1.2%</td>
<td>58</td>
<td>347</td>
</tr>
<tr>
<td>Spokane County Unincorporated</td>
<td>8.0%</td>
<td>172,325</td>
<td>9.1%</td>
<td>66,769</td>
<td>106</td>
</tr>
</tbody>
</table>

1The 6-year growth rates were calculated using 2010 US Census data and 2021 Office of Financial Management population estimates, except for Fairchild AFB which was provided by Fairchild AFB staff.

CENTER OF WASTE MASS

As growth in the County continues to increase, the existing transfer stations may require upgrades or expansions, or a completely new transfer station may be needed somewhere else in the County. A center of waste analysis can help with identifying future locations for a new transfer station. The center of mass in physics is the unique point where the weighted relative position of the distributed mass sums to zero. In other words, the distribution of mass is balanced around the center of mass (or sometimes referred to as the centroid).

Exhibit 5.11 shows the center mass for all jurisdictions in the County and the urban growth areas (UGAs) for 2019 and a 20-year projection (2039). As expected, the center is directly over the City of Spokane, due to its central location within the County as well as its waste generation density. The centroid shifts slightly northwest for the 20-year projection with growth expected to occur in the suburbs west and north of the city.

The results of this assessment indicate that the center of waste mass is being supported by the SCRSWS-designated transfer facilities located on the outskirts of the center of mass. A future transfer station would make sense to be located within the main center part of the City of Spokane. However, land use and availability must be considered in this assessment as well as the disposal location. With waste continuing to flow west to the WTE Facility and
the Roosevelt Landfill, a reasonable location for a future transfer station would be on the west side of the County.
Exhibit 5.11. Center of Waste Mass (All County Jurisdictions and Urban Growth Areas)

Source: Washington State GIS Database, 2020 | Spokane County Urban Growth
5.4 MISCELLANEOUS WASTE DISPOSAL

Miscellaneous waste includes asbestos, incinerator ash from the WTE facility, contaminated soils, biomedical waste and MRW. The quantities of each waste type disposed of from 2015 to 2021 are shown in Table 5.9. Data for biomedical waste quantities is not available.

<table>
<thead>
<tr>
<th>Year</th>
<th>Asbestos (Tons)</th>
<th>Ash (Tons)</th>
<th>Contaminated Soils (Tons)</th>
<th>MRW (Tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>1,552</td>
<td>66,048</td>
<td>1,409</td>
<td>370</td>
</tr>
<tr>
<td>2016</td>
<td>1,465</td>
<td>71,038</td>
<td>40,022</td>
<td>343</td>
</tr>
<tr>
<td>2017</td>
<td>1,509</td>
<td>67,329</td>
<td>19,659</td>
<td>303</td>
</tr>
<tr>
<td>2018</td>
<td>NA</td>
<td>67,652</td>
<td>NA</td>
<td>342</td>
</tr>
<tr>
<td>2019</td>
<td>NA</td>
<td>63,997</td>
<td>NA</td>
<td>569</td>
</tr>
<tr>
<td>2020</td>
<td>NA</td>
<td>65,970</td>
<td>NA</td>
<td>390</td>
</tr>
<tr>
<td>2021</td>
<td>NA</td>
<td>62,977</td>
<td>NA</td>
<td>352</td>
</tr>
</tbody>
</table>

NA = Not Available (data were not available)

MISCELLANEOUS WASTE DISPOSAL LOCATIONS

Asbestos Waste
In Spokane County, the Graham Road Recycling and Disposal Facility is the only landfill that accepts asbestos. The transfer stations and the WTE Facility do not accept or handle asbestos. Much of the asbestos waste that is generated results from demolition and remodeling projects of older homes and buildings in the County.

WTE Facility Ash
Ash is a byproduct of the mass-burn process used at the WTE Facility. Generally, the ash remaining after incineration is about 10 percent of the incoming waste stream by volume. After screening and removing the ferrous metals in the ash, it weighs about 28 percent as much as the incoming waste stream. The ash is loaded into containers and sent by rail to the Roosevelt Landfill for disposal.

Biomedical Waste
Medical treatment and research facilities generate a wide range of special wastes that require specific handling and disposal. Because of the variety of waste streams, several different regulatory agencies at the local, regional, state, and federal levels have regulations pertaining to best management practices while applying their own definitions to waste types. For the purpose of this Plan, biomedical waste is defined as, and is limited to, the types of waste in accordance with RCW 70A.228.010 Biomedical Waste Definitions (Washington State Legislature, 2020).

Biomedical waste, or potentially infectious waste, from facilities in Spokane County is handled and/or treated by one of the following:
• WTE Facility - Potentially infectious household waste is mixed into the MSW stream by residents and small generators and burned with all MSW in the WTE Facility.
• Onsite Treatment - Some facilities have their own infectious waste treatment units that render infectious waste innocuous and then dispose of the treated waste by mixing it in with the facility’s solid waste.
• Permitted Haulers - The City of Spokane currently grants a permit to one hauler, Stericycle of Washington, Inc., to collect medical waste and deliver it to a treatment facility.
• Disposal Facilities - Sharps are accepted at the NSLF from commercial generators such as dental offices. Residents may take sharps to the MRW facilities in puncture-resistant containers (not drinking bottles).

**Contaminated Soils**
Contaminated soils are materials containing contaminants (fuel oil, gasoline, other volatile hydrocarbons, or other hazardous substances) at concentrations that could negatively impact the existing quality of air, waters of the state, soils or sediments, or pose a threat to the health of humans or other living organisms. The Graham Rd. Recycling and Disposal Facility accepts contaminated soils from generators in Spokane County in accordance with the site operating procedures for accepting the material.

**Moderate Risk Waste**
MRW is hazardous waste produced in small quantities by households and businesses that are considered Conditionally Exempt Small Quantity Generators (CESQGs). Permanent MRW collection sites are located at the SCRSWS-designated transfer facilities. Residents from participating member jurisdictions can deliver household hazardous waste (HHW) to these facilities. No hazardous waste is accepted from businesses at these sites.

When the HHW facilities are open, one or two staff accept, sort, and package HHW dropped off by residents. Certain hazardous materials are placed inside a chemical storage building at each collection site. The storage building is prefabricated and separated into three areas for corrosives, flammables, and poisons. Outside the chemical storage building (but within the covered facility area), waste oil is stored in containers brought by residents, or poured into a larger tank at the WTE MRW site. Drums are used for collection and storage of antifreeze, and auto batteries are stored on a spill-containment pallet. The WTE and County transfer stations contract with MRW transport and disposal vendors to ensure collected MRW is properly disposed. Information about the types of HHW collected at the MRW sites can be found in **Section 6.0 - Programs**.
6.0 PROGRAMS

Programs are provided within the SCRSWS to comply with and support waste reduction and diversion efforts. Per RCW 70A.205.005, “waste reduction must become a fundamental strategy of solid waste management” (Washington State Legislature, 2020). Solid waste management plans must consider and plan for waste reduction strategies, along with other requirements (RCW 70A.205.040) (Washington State Legislature, 2020). Current programs fall under the waste hierarchy of reduce, reuse, and recycle, or under other needed services. Outreach and education for these programs are summarized in Section 6.3.

6.1 DEFINITION OF WASTE REDUCTION AND DIVERSION

The state requires local governments to assume primary responsibility for solid waste management and to develop and implement programs with emphasis on waste reduction and recycling. Local solid waste systems have historically relied on the 3 R’s of reduce, reuse, and recycle for this purpose. SCRSWS programs to date typically fall under the 3 R’s.

REDUCTION

Waste reduction can be defined as reducing initial consumption that creates waste. It can also refer to the reduction of toxics in the community and environment. Even though waste reduction has traditionally been at the top of the waste hierarchy, it has often been overshadowed by the visible and quantifiable nature of recycling. In recent years, there has been a paradigm shift in the waste industry where the waste hierarchy foundation becomes more synergistic in nature and is centered around preventing the impacts from products and services upstream before they become waste. This concept of sustainable materials management, while not in current SCRSWS programs, is now part of the Vision and future Goals of this Plan.

The current SCRSWS programs for waste reduction are few when it comes to reducing initial consumption and are mainly focused on keeping toxics out of our environment. Though not solely focused on reduction, all SCRSWS outreach lessons and presentations stress reduction as being the most important of the 3 Rs. Ideas, resources, and tools are available for community use.

DIVERSION (REUSE AND RECYCLING)

Diversion does not reduce the amount of waste produced, but reduces the amount being disposed of or incinerated by diverting material from disposal sites through reuse and recycling. There are many materials that can be recycled and reused, but not every facility or program within our community can accept all items. Some only accept items periodically, depending upon market demand. At this time, the reuse or recycling of certain materials is not readily
available in Spokane County, because it is not cost effective to collect, transport or find markets for the materials.

6.2 WASTE REDUCTION AND DIVERSION PROGRAMS

As referenced in Appendix C - Waste Characteristics, Exhibit C.2 (also inserted below as Exhibit 6.1) shows the increasing amount of total wastes generated per person per day in Spokane County. All of these waste types have resource impacts when created, used, and disposed. A sustainable materials management approach would signal that the best way to reduce the impacts associated with these materials is to reduce the amount of total waste generated per person instead of trying to limit impacts through disposal methods.

Exhibit 6.1. Per Capita Waste Rates for Spokane County

![Graph showing per capita waste rates for Spokane County](image)

Source: Department of Ecology waste data reports, 2010–2017

When these wastes are generated and used, Spokane County residents and businesses can divert materials through curbside collection programs (where offered) or self-haul them to SCRSWS-designated or private drop-off facilities. Recycling collection services, drop-off facilities, and processing facilities are administered by a variety of entities, including the County, certificated waste haulers, municipal entities, SCRSWS member jurisdictions, and private operators. Current recycling locations for metals, paper, cardboard and other items can be found by visiting [SpokaneWasteDirectory.org](http://www.spokanewasteadirectory.org).

The recycling and diversion rates shown in the above Exhibit 6.1 are impacted by the national and local recycling markets. Because Spokane County and other counties in eastern Washington are relatively isolated from larger recycling processors, it can be difficult
to find consistent and economical markets for commodities such as plastics #3-7 and for glass. Recycling market trends by commodity type for the pacific northwest are shown in Exhibit 6.3 through Exhibit 6.7. Regional trends can be used to assess the health of the recycling market over time. Updated trend data provided by Ecology can be found here: https://app.box.com/s/klxstztju7kh8aql5qvzaf2vfo0oguu

Exhibit 6.2. Recycling Market Regions in the U.S. & Canada

Recycling Commodity Prices

- RecyclingMarkets.net
- Market Region 4

Exhibit 6.3. Region 4 Recycled Plastic Prices
Exhibit 6.4. Region 4 Recycled Fiber Prices

Exhibit 6.5. Region 4 Recycled Metal Prices
Exhibit 6.6. Region 4 Recycled Glass Prices
Detailed waste composition graphics are included in **Appendix C - Waste Characteristics**. These graphics and the information they present will be used by the SCRSWS during this planning period to determine where to focus waste reduction and diversion efforts. One example of these graphics is illustrated in **Exhibit 6.7**. This graphic shows the overall composition of discarded waste in the Spokane area, and that there is still much opportunity to reduce and divert materials currently thrown away as garbage. Education and outreach efforts will continue to stress the availability of reuse and recycling opportunities in the community to try and capture these material streams from residents and businesses.

**Exhibit 6.7. Overall Waste Composition from Appendix C - Waste Characteristics**

![Exhibit 6.7. Overall Waste Composition from Appendix C - Waste Characteristics](image)


Additional information gathered from the Waste Characteristic charts includes:

- Projected recycling and diversion rates are expected to continue to grow.
- Waste disposal is projected to grow at a slightly higher rate than population growth (1.3% versus 1.0% respectively).
- The largest portion of the waste is produced and collected from the commercial sector.
- Organics and paper make up half of the waste disposed in the SCRSWS.
- Of all the residential waste disposed of, almost half is organics.
- Half of all material recycled at the transfer stations is paper products (cardboard, newspaper and mixed paper).
- Recyclable paper makes up 62% of all recyclables left in the garbage.
CURBSIDE COLLECTION

Recyclable Materials
Residents in unincorporated areas of Spokane County are provided curbside recyclable material collection services through WUTC certificated hauling companies as shown in Table 6.1. Incorporated cities, towns, and Fairchild AFB provide recyclable material collection services and programs through either a WUTC certificated hauling company or through a contract with a certificated hauler. More information about regional hauling contractors is found in Section 5.0 - Solid Waste Facilities and Waste Flow.

Table 6.1. Member Jurisdictions and their Residential Curbside Recycling Services Providers

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Recycling Curbside Collection</th>
<th>Organics Curbside Collection</th>
<th>Collection Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airway Heights</td>
<td>Yes</td>
<td>Subscription</td>
<td>Waste Management</td>
</tr>
<tr>
<td>Deer Park</td>
<td>Yes</td>
<td>Subscription</td>
<td>Waste Management</td>
</tr>
<tr>
<td>Fairchild AFB</td>
<td>Yes</td>
<td>Yes</td>
<td>Sunshine Disposal</td>
</tr>
<tr>
<td>Fairfield</td>
<td>No</td>
<td>No</td>
<td>Empire Disposal</td>
</tr>
<tr>
<td>Latah</td>
<td>No</td>
<td>No</td>
<td>Empire Disposal</td>
</tr>
<tr>
<td>Medical Lake</td>
<td>Yes</td>
<td>No</td>
<td>Sunshine Disposal</td>
</tr>
<tr>
<td>Millwood</td>
<td>Yes</td>
<td>Subscription</td>
<td>Waste Management</td>
</tr>
<tr>
<td>Rockford</td>
<td>No</td>
<td>No</td>
<td>Empire Disposal</td>
</tr>
<tr>
<td>Spangle</td>
<td>No</td>
<td>No</td>
<td>Empire Disposal</td>
</tr>
<tr>
<td>Spokane</td>
<td>Yes</td>
<td>Subscription</td>
<td>City of Spokane Solid Waste Services</td>
</tr>
<tr>
<td>Unincorporated County</td>
<td>Subscription</td>
<td>Subscription</td>
<td>Empire Disposal Sunshine Disposal Waste Management</td>
</tr>
<tr>
<td>Waverly</td>
<td>No</td>
<td>No</td>
<td>Empire Disposal</td>
</tr>
</tbody>
</table>

Commercial businesses can use drop box and collection services provided by the WUTC haulers (shown above) as well as other private entities.

Commingled Recyclable Material Handling Facilities
Regardless of the service provider, commingled recyclable materials collected at curbside are currently transported to the Waste Management-owned and operated Spokane Materials and Recycling Technology (SMaRT) facility (pictured below), located adjacent to the WTE, where they are separated and processed for markets. The SMaRT Center has adequate capacity for the projected growth trends. Curbside haulers have discretion to take
commingled recycling to any market, as long as it is recycled.

**Recycling Service Level Designation**

Not all areas in the unincorporated Spokane County have curbside recycling service available. Each county in the state is required to establish "minimum service levels" to provide uniform services that are economically viable within more populated areas of the county (RCW 70A.205.050) (Washington State Legislature, 2020). The minimum service levels for Spokane County are for residential locations and are established in Spokane County Code 8.58 and are referred to as Recycling Service Levels (Spokane County, WA, 2011). A service area map designating these areas is presented in Exhibit 6.9.

- When single family residents within this area subscribe to curbside garbage service, they are mandatorily required to pay for recycling curbside service as well, whether they use it or not.
- Multifamily residences in this area are allowed curbside collection on a subscription basis, and therefore it is not mandatory.
- Yard and food waste collection, also known as “Organics Collection” is not currently provided for in the minimum service level for Spokane County.

Changes to the Recycling Service Levels may occur when the board of county commissioners reviews all citizen petitions to redefine the urban areas identified on the service area map in Exhibit 6.9, per County Code 8.58 (Spokane County, WA, 2011).

The County gives discretion to haulers who provide recycling service to commercial, industrial, multifamily and residential customers to halt service if recycling containers become too contaminated and attempts to educate customers have failed. Chapter 70A.205 RCW requires monitoring programs for the collection of source-separated materials from non-residential sources where there is sufficient density to economically sustain a commercial collection program. Spokane County satisfies this requirement by working cooperatively with Ecology and utilizing the data that they collect through the annual recycling survey.
Exhibit 6.8 Designated Mandatory Recycling Service Areas

Source: Spokane County Environmental Services GIS, 2019
The County’s Recycling Service Level Ordinance designates recyclable materials, shown in Table 6.2, as either required or optional for curbside collection. Curbside collection service providers do not have to collect items from the optional portion of this list.

Table 6.2. Designated Recyclables

<table>
<thead>
<tr>
<th>Required Collection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newspaper (including magazines, catalogs and telephone books)</td>
</tr>
<tr>
<td>Cardboard boxes (including brown paper bags)</td>
</tr>
<tr>
<td>Aluminum cans</td>
</tr>
<tr>
<td>Steel/tin cans</td>
</tr>
<tr>
<td>#1 and #2 plastic jugs and beverage containers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Optional Collection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mixed paper (including office paper, junk mail, cereal boxes, paper cartons and paper bags)</td>
</tr>
<tr>
<td>Aluminum foil and food trays</td>
</tr>
<tr>
<td>#3 thru #7 plastic containers (including beverage containers, plastic jars and tubs, plastic trays and cups, plastic plant (nursery) pots and plastic pill containers over 4 ounces)</td>
</tr>
<tr>
<td>Glass bottles and jars (clear and colored)</td>
</tr>
<tr>
<td>Household batteries, including rechargeable batteries</td>
</tr>
<tr>
<td>Automotive batteries</td>
</tr>
<tr>
<td>Cell phones, including batteries and chargers</td>
</tr>
</tbody>
</table>

Member jurisdictions with contracted curbside recyclable material collection typically require mandatory recycling within jurisdictional boundaries.

**Rate Incentives for Curbside Diversion**

Rate incentives, also called Pay as You Throw (PAYT), directly promote diversion by creating rate structures so that residents who throw away more garbage, pay more. Residents are charged prescribed sizes and/or quantity of their waste containers, tonnage, and the costs of frequent hauling. When a customer recycles accepted materials, smaller and/or fewer garbage containers are needed, resulting in lower garbage disposal charges. This monetary incentive rewards the customer for reducing the amount of garbage produced.

**Organics**

Food scraps, food-soiled paper, and yard debris are collected curbside by the same method as recyclable materials in the "Organics" program. Once collected, these materials are taken to a commercial composting facility, currently Barr-Tech (barr-tech.net), to be made into a soil amendment. Barr-Tech has adequate capacity for the projected growth trends. Curbside haulers have discretion to take organics to any market, as long as it is composted, digested, etc.

Residential Organics can be picked up in the unincorporated areas of the County, and in cities and other jurisdictions by the same haulers that provide garbage service in those areas.
Commercial Organics services are offered by both Waste Management and Sunshine Disposal, and by City of Spokane Solid Waste Services for those within city limits. The food waste services are mainly used by grocery stores, food banks, organic processors, schools, and other public institutions.

**Moderate Risk Waste (MRW)/Household Hazardous Waste (HHW)**

Curbside pickup of MRW and HHW is managed through private entities that require scheduled appointments and assessed fees for assistance with their waste. There are mail-in options available as well through private entities. Use the Spokane Waste and Recycle Directory (spokanewastedirectory.org) to identify the most current list of providers.
A summary of all curbside collection services for the SCRSWS is summarized in Table 6.3.

Table 6.3. Inventory of Curbside Service for Recyclables and Organics

<table>
<thead>
<tr>
<th>Services</th>
<th>Airway Heights</th>
<th>Deer Park</th>
<th>Fairchild AFB</th>
<th>Fairfield</th>
<th>Latah</th>
<th>Medical Lake</th>
<th>Millwood</th>
<th>Rockford</th>
<th>Spangle</th>
<th>Spokane</th>
<th>Unincorporated Spokane County¹</th>
<th>Waverly</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recycling</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential Curbside Collection</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Curbside Collection</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Organics</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential Curbside Collection - Yard and Food</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Curbside Collection - Yard and Food</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹Residential Curbside Collection of Recycling and Organics is offered as a subscription-based service in urban areas of Unincorporated Spokane County.
SELF-HAUL DROP OFF

North County and Valley Transfer Stations and the WTE Facility
The three SCRSWS-designated facilities which include the two County transfer stations—North County and Valley, and the City of Spokane WTE Facility (see Section 5.0 - Solid Waste Facilities and Waste Flow) provide the following services for all member jurisdictions within the SCRSWS.

Recyclable Materials
Residential drop-off opportunities for recyclable materials are provided for member jurisdictions at SCRSWS-designated facilities. These drop off areas are open during the same hours as the garbage disposal area. The recycling facilities are accessed without crossing the scales, and the materials are accepted free of charge. More information on the composition of recyclable materials collected at the SCRSWS-designated facilities be found in Appendix C - Waste Characteristics.

White Goods and Large Appliance Recycling
Appliances and white goods can be dropped off at the three SCRSWS-designated facilities for recycling. The items are directed to the solid waste tipping floor where they are sorted and recycled as scrap metal after the refrigerant is recovered and other hazardous components (mercury switches, capacitors with PCBs) are removed by trained staff. The regular solid waste rate is charged for these white goods and large appliances, because they require special handling.

Organics/Yard Waste
Organics and yard waste (Organics Program) drop off is provided at the SCRSWS-designated facilities for both residential and commercial customers. At each SCRSWS-designated facility, the Organics tipping fee is less than the fee for regular trash which provides a financial incentive for recycling of organics.

Nonprofit Tip Fees
As an incentive for nonprofit businesses to include waste reduction or recycling into their operations, a 35% reduction in the tip fee rate is offered to those with a 501(c)(3) status at the North and Valley transfer stations.

Moderate Risk Waste
Moderate Risk Waste (MRW) is dangerous waste produced in small quantities. Some materials collected through the MRW program can be recycled, such as used oil and paints, while other materials must be properly disposed. Because of the hazards that these materials present, the SCRSWS believes it important to categorize MRW in waste reduction and diversion programs to prevent illegal dumping in the environment or inclusion in MSW disposal.
Residential
When dangerous waste is produced by households it is considered Household Hazardous Waste (HHW). Permanent HHW collection sites are located at the three SCRSWS-designated facilities and are adjacent to the recyclable material drop off areas. These drop off services are free to residents of member jurisdictions. There are discrepancies when it comes to types and volumes of materials accepted at the three SCRSWS-designated facilities. There are also differences at the sites for the hours and days when materials are accepted. The current accepted material lists and hours/days of operations can be found at spokanecounty.org/4617/Solid-Waste.

Business
Businesses that generate less than 220 pounds of dangerous waste, or less than 2.2 pounds of certain kinds of highly toxic waste in any month are considered Small Quantity Generators (SQGs). Historically, SQGs were able to deliver MRW to the North County and Valley transfer stations by appointment and were charged for this service through a vendor that was onsite. Currently all SQGs must set up an appointment and meet directly with a MRW disposal company. Because of this, the SCRSWS does not manage, track, or report any SQG MRW. Businesses can also be medium quantity generators (MQG) and large quantity generators (LQG), depending on the waste generated in a month. A total of 301 active hazardous waste generators in the SCRSWS are identified with an EPA/State identification number. A list of dangerous waste generators and Hazardous Waste Transportation, Storage, Disposal and Recycling Companies within the SCRSWS can be found in Appendix G. To receive updated information on generators within the SCRSWS contact the Ecology Eastern Regional Office at (509)-329-3400, or 4601 N. Monroe St., Spokane, WA 99205.

In accordance with RCW 70A.300.370 Spokane County has designated within its zoning code to allow for solid waste and MRW storage and treatment facilities, as shown in Table 6.4 and Table 6.5.

Table 6.4. Spokane County Industrial Zones Matrix

<table>
<thead>
<tr>
<th>Industrial Zones Matrix, from Spokane County Zoning Code 14.614.220</th>
<th>Light Industrial</th>
<th>Heavy Industrial</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Industrial</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial composting storage/processing (EPF, LI Zones)</td>
<td>N</td>
<td>CU</td>
</tr>
<tr>
<td>Flammable liquid/gas storage</td>
<td>N</td>
<td>P</td>
</tr>
<tr>
<td><strong>Utilities/Facilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazardous waste treatment and storage facilities, off-site</td>
<td>N</td>
<td>L</td>
</tr>
<tr>
<td>Hazardous waste treatment and storage facilities, on-site</td>
<td>L</td>
<td>L</td>
</tr>
<tr>
<td>Incinerator</td>
<td>CU</td>
<td>CU</td>
</tr>
<tr>
<td>Landfill (EPF, LI Zones)</td>
<td>N</td>
<td>CU</td>
</tr>
<tr>
<td>Landfill, inert waste disposal facility</td>
<td>N</td>
<td>CU</td>
</tr>
<tr>
<td>Solid waste hauler</td>
<td>CU</td>
<td>P</td>
</tr>
<tr>
<td>Solid waste recycling/transfer site</td>
<td>L</td>
<td>L</td>
</tr>
</tbody>
</table>
Table 6.5. Spokane County Commercial Zones Matrix

<table>
<thead>
<tr>
<th>Commercial Zones Matrix, from Spokane County Zoning Code 14.612.220</th>
<th>Neighborhood Commercial</th>
<th>Community Commercial</th>
<th>Regional Commercial</th>
<th>LDA Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Utilities and Facilities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incinerator (EPF)</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Landfill (EPF)</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Recycling collection center</td>
<td>N</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Solid waste recycling/transfer site (EPF, NC, CC Zones)</td>
<td>N</td>
<td>N</td>
<td>CU</td>
<td>CU</td>
</tr>
</tbody>
</table>

Key:
- CU - Conditional Use
- L - Limited Use
- N - Not Permitted
- P - Permitted Use
- CC - Community Commercial
- EPF - Essential Public Facilities
- NC - Neighborhood Commercial

Source: Spokane County Zoning Code, [https://www.spokanecounty.org/720/Codes-Ordinances](https://www.spokanecounty.org/720/Codes-Ordinances)

Spokane County has adopted Code 8.60 – Used Oil Recycling which provides for the enforcement of the sign and container ordinances required by RCW 70A.224.040.

As outlined in **Goal 2: Efficient Services** and in **Goal 8: Moderate Risk Waste Reduction**, the County endeavors to responsibly deal with MRW through education and outreach and technical assistance and by providing residents with the ability to properly dispose of MRW.

Changes in MRW management from the last plan include a change in days per week that HHW could be dropped off at the North and Valley transfer stations from 7 days a week to only Saturdays and Sundays. Additionally, small quantity generator customers have been serviced at private facilities instead of onsite at the transfer stations, since the free HHW and free recycling areas are meant for residents and not businesses.
HHW is collected, recycled, or properly disposed of at the SCRSWS-designated facilities. The breakdown of the MRW collected can be seen in Exhibit 6.4. Almost half of the HHW collected is used oil. These totals are based on 2021 data from collection reports provided by the County and the WTE facility.

Exhibit 6.9. SCRSWS MRW Material Composition

<table>
<thead>
<tr>
<th>Material</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refrigreants/CFCs</td>
<td>0.05%</td>
</tr>
<tr>
<td>Pesticide/Poison Liquid</td>
<td>1.35%</td>
</tr>
<tr>
<td>Pesticide/Poison solids</td>
<td>1.29%</td>
</tr>
<tr>
<td>PCB Containing Ballasts</td>
<td>0.14%</td>
</tr>
<tr>
<td>Paint-Oil based</td>
<td>0.57%</td>
</tr>
<tr>
<td>Paint-Latex</td>
<td>7.18%</td>
</tr>
<tr>
<td>Paint related materials</td>
<td>4.81%</td>
</tr>
<tr>
<td>Oxidizers</td>
<td>0.06%</td>
</tr>
<tr>
<td>Oil (non contaminated)</td>
<td>50.14%</td>
</tr>
<tr>
<td>Oil (contaminated)</td>
<td>0.26%</td>
</tr>
<tr>
<td>Mercury-Flourecent tubes/CFL</td>
<td>1.11%</td>
</tr>
<tr>
<td>Flammable Liquids</td>
<td>6.69%</td>
</tr>
<tr>
<td>Flammable Liquid-Poison</td>
<td>0.66%</td>
</tr>
<tr>
<td>Batteries-NiCad/NIMH/Lithium</td>
<td>1.79%</td>
</tr>
<tr>
<td>Batteries-Household Dry Cell</td>
<td>1.61%</td>
</tr>
<tr>
<td>Batteries-Auto Lead Acid</td>
<td>14.64%</td>
</tr>
<tr>
<td>Bases</td>
<td>0.64%</td>
</tr>
<tr>
<td>Antifreeze</td>
<td>5.54%</td>
</tr>
<tr>
<td>Aerosols</td>
<td>1.03%</td>
</tr>
<tr>
<td>Acids</td>
<td>0.45%</td>
</tr>
</tbody>
</table>

Source: SCRSWS Waste and Recycling Records, 2021

Handling, Reducing, Recycling and Disposing of MRW
To prevent harm to human health and the environment, a primary focus of staff is load screening to assure the safety of the waste stream arriving at the SCRSWS-designated facilities and subsequently to the SCRSWS-designated disposal sites. The load inspection program identifies non-acceptable wastes including but not limited to MRW, asbestos, regulated quantities of hazardous waste, infectious waste, large containers, non-processible material, recyclables, large quantities of liquids, contaminated soils, and sludge. If unacceptable wastes such as hazardous waste are discovered through load inspection, an effort is made to identify the sources of the waste, notify responsible parties if possible, and arrange for proper waste disposal. The load screening program also includes an emergency response plan. The plan identifies procedures for response to injuries, fires and explosions, hazardous material spills, and release of toxic gases. Training on emergency response procedures is provided to all facility employees.

At the permanent HHW collection sites, staff accept, sort, and package wastes dropped off by residents of member jurisdictions. Certain hazardous materials are placed inside a chemical storage building at each collection site. The storage building is prefabricated and separated into three compartments for corrosives, flammables, and poisons. Within each compartment, chemicals are stored on shelves, and up to three 55-gallon drums are placed.
for lab packing, loose packing, or bulking. Staff are trained to handle MRW through best management practices (BMPs) outlined in RCW 70A.224.030 and provided by Ecology.

Constraints of the HHW program include space to accept large quantities of materials accepted at one time. Currently, transportation and disposal of HHHW is contracted and the vendor may not be able to attend the site as needed. To remedy this problem, daily limits have been placed on residents dropping off HHW.

Some types of MRW such as electronic waste, mercury-containing lights, pharmaceuticals, and paint are handled through Washington’s Product Stewardship Programs. More information about these can be found in Section 6 - PRODUCT STEWARDSHIP PROGRAMS. These programs offer an alternative to disposal for materials and also provide a financing mechanism that relieves local governments from financing the transportation and disposal costs for these materials.

The WTE HHW collection site also offers a reuse program where customers can take leftover products, such as paints, stains, pesticides, waxes and cleaners dropped off by others. Products are carefully screened by operations staff and do not include old or unidentifiable products or any restricted or banned pesticides.

**Flammable Liquids**
Depending on availability of disposal methods, flammable liquids other than motor oil and antifreeze are shipped for fuel blending in cement kilns or are routed to waste to energy facilities for incineration.

**Aerosols**
Aerosol cans are collected and routed to a facility that punctures the cans, bulks the contents for proper disposal and then recycles the cans.

**Batteries**
All three SCRSWS HHW collection sites accept batteries. Auto batteries are stored on spill pallets. Staff inspect and tape ends of batteries to prevent sparks or corrosion. Auto and rechargeable batteries are shipped to a battery recycler who breaks down the components to make new batteries. Single-use batteries that do not contain mercury are processed as MSW at the SCRSWS-designated facilities.

**Other MRW**
Other wastes, such as poisons, corrosives, oxidizers, and aerosols, are lab-packed and shipped to a hazardous waste incinerator.

**Oil and Antifreeze**
Outside the chemical storage building (but within the covered facility) at the WTE HHW collection site, used oil is stored in an 846-gallon tank and four 55-gallon drums are set up for antifreeze collection. At the North and Valley transfer stations, staff do not pour or combine material and instead loose pack containers of used oil and antifreeze dropped off by residents. There are also numerous business sites throughout the county where residents can drop off used oil and antifreeze. Most of these sites are located at automotive service, repair, or supply stores. The number and location of sites changes frequently and there is
not a maintained site list. The County has determined that between the three permanent HHW collection sites and the network of business sites throughout the County that there are adequate facilities to meet local goals of used oil recycling and re-refining.

Motor oil and antifreeze collected at SCRSWS permanent collection sites is re-refined into new oils and coolants in Oregon and Washington. Consistent with Department of Ecology guidelines, HHW collection sites prohibit the disposal of non-household-generated used oil; limit the amount of used oil deposited to five gallons per household per day; ensure protection against leaks and spills through adherence to strict operational protocols.

**MRW Education and Outreach**

MRW education is provided to residents of member jurisdictions through a variety of approaches and is integrated into the other waste reduction and recycling education programs discussed in [Section 6.3 - Outreach and Education](#). Specific to MRW, education and outreach promotes responsible methods of reducing, handling, recycling, and disposing of wastes, and also highlights the potential hazards to human health and the environment that can result from improper use and disposal/illegal dumping of MRW.

**Metals Reclamation Conducted at WTE**

Ferrous metals that do not burn during the combustion process at the WTE facility are magnetically removed onsite from the ash and sent to be recycled. This process captures the still-valuable metals from the ash and avoids the added costs of disposing of this material into the ash monofill at the Roosevelt Regional Landfill. Since 2013 a private company has been recovering non-ferrous metals from the ash monofill.

**Private Facilities**

There are a variety of private recyclable material drop off locations and buy back facilities that serve the county. Some focus on particular commodities while others accept a variety of material types. Many of these local private facilities accept material from both residents and businesses and may include hauling in their commercial services. There are several reclamation facilities as well that also allow for inert waste disposal (see [Section 5.3](#)).

The facilities, and materials that are accepted by each, change dynamically with market values. The Spokane Waste and Recycle Directory is an excellent tool for finding current drop off locations and buy back facilities. This directory can be found at [spokanewastedirectory.org](http://spokanewastedirectory.org).

**Collection Events**

The SCRSWS provides collection events for both Organics and HHW when funding is adequate. The collection events are centered in more rural areas where residents are
usually required to travel longer distances when transporting their materials to SCRSWS-designated facilities. The City of Spokane offers collection events as part of its Neighborhood Clean Up program, and a jurisdiction can negotiate collection events as part of their contract with their selected solid waste service provider.

**MISCELLANEOUS WASTE DIVERSION IN OUR COMMUNITY**

Many businesses and organizations within our community are actively involved in diversion of miscellaneous materials from the waste stream. Materials ranging from used cooking oil to those from construction and demolition activities (e.g.: sheetrock, asphalt, concrete) can be diverted by local businesses and reused/recycled. In addition, there are many organizations and businesses that provide the reuse of materials through thrift stores and building supply stores. The Spokane Waste and Recycle Directory is an excellent tool for finding drop off locations and buy back facilities that assist in these diversion efforts, [spokanewastedirectory.org](http://spokanewastedirectory.org).

Other notable diversion efforts for miscellaneous wastes produced within our community are summarized here.

**Gypsum**

Drywall is made primarily from the mineral gypsum. Drywall can be recycled by separating the paper backing from the gypsum and grinding the gypsum into a powder or turning it into pellets which can be used for various applications. Gypsum can be used as an agricultural additive and can also be remade into recycled drywall. Greenacres Gypsum & Lime is one company within the region that recycles drywall and creates additional products from gypsum.

**Wood Waste**

Several wood waste recycling businesses serve both private residences and commercial customers, including those in the construction, demolition, and land-clearing industries. They are particularly noteworthy for reducing waste and recycling wood waste. Some wood is burned onsite, used as firewood, ground into mulch, or made into fiber products. Wood waste includes sawdust, chips, shavings, bark, pulp, hog fuel, and log sort yard waste, but it does not include wood pieces or particles containing paint, laminates, bonding agents or chemical preservatives. Wood waste recycling businesses can be found through [spokanewastedirectory.org](http://spokanewastedirectory.org). These businesses are not allowed to accept non-woody yard debris feedstock such as leaves and grass clippings because they are putrescible. All sites charge to accept materials.

**Biosolids**

Biosolids are the nutrient-rich organic product of wastewater treatment. A beneficial resource, biosolids contain essential plant nutrients and organic matter and are typically recycled as a fertilizer and soil amendments. Biosolids are not processed through the SCRSWS facilities or programs. Instead they are managed directly by the SCRSWS member jurisdictions that have facilities producing them, according to state regulations 173-308 WAC and RCW 70A.226.
Paper Sludge
Inland Empire Paper Company (IEP) produces approximately 50 dry tons per day of sludge that is produced as a by-product from its paper-making process. The sludge consists primarily of “paper sludge” from wood and paper fiber fines and residuals and removed “bio-solids”. IEP manages the diversion of this material from the waste stream.

Tires
In 2005, the Waste Tire Removal Account was created and is managed by the Department of Ecology to help clean up illegally discarded tires and to prevent illegal tire dumping. The account has an annual budget of approximately $500,000, funded by a $1 fee charged for each new vehicle tire sold in Washington. Spokane County applies each year to host one or two tire collection events at different locations within the SCRSWS.

PRODUCT STEWARDSHIP PROGRAMS
Product stewardship is an environmental management strategy that directs those involved in the design, production, sale and use of a product to take responsibility for minimizing the product's impact to human health and the natural environment. Extended Producer Responsibility (EPR) is a core principle of product stewardship, where the producer's responsibility for their product extends to the post-consumer management of that product and includes the responsible management of that product and its packaging at the end of its useful life. EPR redirects the financial burden of post-consumer management of products from local government and rate payers to the producers of those products, creating an incentive for producers to design their products for waste reduction and recyclability. These programs are not managed by local governments but can impact them. The SCRSWS is actively engaged in reviewing legislation pertaining to these types of programs through involvement with the Washington Association of County Solid Waste Managers (WACSWM).

Current Product Stewardship Programs in our Community

- Ecyclewashington.org
- Lightrecycle.org
- Takebackyourmeds.org
- Paintcare.org
6.3 OUTREACH AND EDUCATION

Education is critical to implementing new and maintaining current solid waste programs. Without education and outreach, consumer behaviors often inhibit correct and efficient program operations. According to the 2019 State of Curbside report produced by The Recycling Partnership, on average $1.06 per resident is spent on recycling education and outreach programs (The Recycling Partnership, 2020). Though less than half of the solid waste programs in the country have dedicated staff and resources for recycling, those that do demonstrate higher recycling rates with lower contamination.

MATERIALS AND METHODS

The SCRSWS uses many avenues to disseminate information to our local community. The SCRSWS uses multiple forms of communication to reach its customers.

- Public and school presentations, classes, activities, and facility tours
- Mailers, Inserts, Flyers
- Radio and Television
- Social Media, Websites, Online Media and Videos
- Public Events
- Promotional Items
- Signage
These communication avenues can be stand-alone messages or used in conjunction with any of the programs and services the SCRSWS and its partners provide. Some member jurisdictions have notable waste reduction and recycling programs in addition to what is provided by the SCRSWS. These programs are listed in Appendix F – Jurisdiction-Specific Programs.

**COLLABORATION**
The SCRSWS relies on collaborative efforts with member jurisdictions, agencies, and organizations to combine resources and efforts, as well as create harmonization of messages within our community. These partnerships are a vital part of outreach to our region.

**Spokane River Forum**
The Spokane River Forum (SRF) is a nonprofit organization within our community that promotes sustaining a healthy environment while meeting the needs of a growing population. SRF manages the Spokane Kootenai Waste and Recycle Directory and the EnviroCertified Program. The SCRSWS partnership with the Spokane River Forum is a crucial component for outreach within our region when it comes to proper disposal and diversion of waste.

**Spokane/Kootenai Waste and Recycle Directory**
The SCRSWS, along with many other agencies and organizations, sponsors a local waste directory with the objective of keeping our community and environment healthy. The Waste Directory links businesses and residents to over 400 service providers that can take specific types of materials for recycling, reuse, and disposal and is an important part of our community’s waste reduction program. ([spokanewastedirectory.org](http://spokanewastedirectory.org))

**EnviroCertified Program**
Sponsored by the SCRSWS along with many other agencies and organizations, EnviroCertified is a voluntary program offered to local small businesses. The program certifies businesses that have practices and policies in place to properly manage hazardous wastes and conserve resources. SRHD’s Local Source Control and Pollution Prevention specialists provide free on-site recommendations for environmental best practices. A unique partnership between agencies and non-profits provides participants with public recognition and advertising.

**Eco Team**
The Eco Team is a group of employees from Spokane County Solid Waste, Water Resources, Stormwater, and Public Works along with the City of Spokane Solid Waste. The Eco Team was founded on the realization that environmental issues affecting our community transcend departments and working together can increase efficiency and efforts of messages to our community. Together, the Eco Team has championed projects such as the Load Warrior campaign, the Cigarette Litter Prevention Program, and has helped with workshops, education, and outreach.
**EnviroKids’ Club**
EnviroKids’ Club is an educational group for children in grades Kindergarten - 6th, who live in Spokane County. Kids team up to explore all parts of the environment: air, water, weather, garbage and recycling, plants and animals, and you and your environment. The Spokane EnviroKids Club is a cooperative program of the following agencies: City of Spokane Solid Waste Department, City of Spokane Water Department, National Weather Service; Spokane Aquifer Joint Board, Spokane Conservation District, Spokane Regional Clean Air Agency, SCRSWS, Spokane County Stormwater Utility, and Spokane County Water Resources.

**Event Recycling**
Free tools are available to help event planners offer recycling at their local events. Event Recycling provides collection receptacles, supplies, and information necessary to plan environmentally friendly events and meet the Washington State Recycling Laws. Organizations may borrow Clearstream recycling collection containers from the Equipment Lending Library. The recycling containers are designed to collect aluminum cans and plastic bottles. Compost containers allow for collection of food scraps and food-soiled paper. More information on this program can be found at [spokanecounty.org/2011/Event-Recycling](http://spokanecounty.org/2011/Event-Recycling).

**Geiger Litter Crew**
The Geiger Work Crew, a program managed by Spokane County Detention Services, helps keep Spokane County clean thanks in part to funding from Ecology’s Community Litter Cleanup Program. The SCRSWS partners with the Geiger Work Crew to provide disposal and outreach in return for services for litter pickup within our member jurisdictions and other SCRSWS programs.

**Local Source Control/Pollution Prevention -SRHD**
The Spokane Regional Health District Local Source Control and Pollution Prevention Program promotes toxic reduction strategies by offering free, hands-on assistance to help businesses and multifamily housing find and resolve potential pollution issues. The SCRSWS partners with the Local Source Control Program by providing outreach materials for distribution through their work. More information can be found at [srhd.org/programs-and-services/local-source-control-pollution-prevention](http://srhd.org/programs-and-services/local-source-control-pollution-prevention).

**Master Composters/Recyclers**
The Master Composter/Recycler program is a two-fold program that provides education and outreach. It is a six-week course that residents can sign up for to learn about reducing waste through home composting methods and responsible recycling habits. Once students complete the required classes, they are asked to contribute 40 hours of volunteer service to share their knowledge and inform others at community events, fairs, schools, working with online and social media, or working behind the scenes. Their contribution and collaborative work is vital when it comes to community outreach. More information can be found at [spokanecounty.org/2024/Master-Composter-Program](http://spokanecounty.org/2024/Master-Composter-Program).

**Waste Management/WUTC**
Per RCW 81.77.185, a solid waste collection company collecting recyclable materials may retain a portion of “the revenue paid to the companies for the material if the companies submit a plan to the commission that is certified by the appropriate local government
authority as being consistent with the local government solid waste plan and that demonstrates how the revenues will be used to increase recycling. The remaining revenue shall be passed to residential customers.” This agreement is typically called a Revenue Sharing Agreement or a Revenue Sharing Plan. Through a Revenue Sharing Plan approved by the WUTC and certified by Spokane County, Waste Management develops and distributes education and outreach to decrease waste and increase recycling in unincorporated areas of Spokane County. Waste Management staff work closely with County staff to develop and prioritize educational campaigns. Education and outreach tasks include but are not limited to tabling at public events, classroom presentations, social media and traditional advertisements, multifamily housing education, application development and cart tagging.

**Waste Reduction Communication Team**

The Waste Reduction Communication Team is a collaborative group made up of several organizations and individuals involved in proper recycling outreach and education for Spokane County, including: Waste Management, City of Spokane Solid Waste, Spokane County Solid Waste, the Washington Department of Ecology, the Spokane Aquifer Joint Board, and others. The Recycling Waste Reduction Communication Team was created to harmonize regional waste reduction and “recycle right” messaging. Together the team can increase individual program consistency and efficiency, coordinate funding and efforts to optimize results and available resources, utilize diverse members’ perspectives to generate consistent and cohesive messaging, and collaborate to develop great education and outreach content.

### 6.4 CONTAMINATION REDUCTION AND OUTREACH PLAN

The Spokane County Regional Solid Waste System (SCRSWS) Contamination Reduction and Outreach Plan (CROP) responds to requirements in House Bill 1543, which was passed by the Washington State Legislature, signed by Governor Inslee, and took effect July 1, 2019. Per the legislature, the CROP addresses reducing contamination in recycling programs for single-family and multi-family residences, commercial locations and drop boxes.

The SCRSWS CROP is organized to respond to the (a) through (e) requirements of RCW 70A.205.045(10).

**REQUIREMENT (A): A LIST OF ACTIONS FOR REDUCING CONTAMINATION IN RECYCLING PROGRAMS FOR SINGLE-FAMILY AND MULTIPLE-FAMILY RESIDENCES, COMMERCIAL LOCATIONS, AND DROP BOXES DEPENDING ON THE JURISDICTIONS SYSTEM COMPONENTS.**

The following efforts within Spokane County are focused on preventing recycling contamination.

**Spokane Waste and Recycle Directory**

The Spokane Waste and Recycle Directory (spokanewastedirectory.org) provides sophisticated search and filter technology for residents and businesses to easily find
information on 226 recyclable materials and 427 recycling service providers. In 2020, the
directory was visited by 57,246 users.

**SCRSWS Education and Outreach**
Many of the education and outreach programs provided by Spokane County include waste
reduction and recycling contamination reduction messages. More detail on these education
and outreach offerings can be found in Section 6.3 - Outreach and Education.

**SCRSWS Waste Reduction Communication Team**
The number and diversity of jurisdictions and haulers, services available, and recyclables
collected in Spokane County led to creation of the SCRSWS Recycling Waste Reduction
Communication Team (Waste Reduction Communication Team) in 2019.

Waste Reduction Communication Team goals are to:

- Share and encourage consistency in accepted recyclable materials and key
  contaminants lists.
- Harmonize recycling outreach material to provide a consistent message to customers
to reduce recycling contamination.
- Utilize diverse members’ perspectives to generate consistent, simple, and cohesive
  messaging regarding acceptable and unacceptable recycling practices.
- Share data collection results regarding costs and key contaminants, including
  leveraging resources to conduct studies when possible.
- Share enforcement strategies and results.
- Coordinate funding, resources, and efforts to optimize results, minimize customer
costs and improve end user marketability.
- Showcase the Material Recovery Facilities (MRFs) so people understand what
  happens to recycling after it leaves the curb.

The Waste Reduction Communication Team developed and maintains a google drive with an
array of planning documents, research materials, and print, video, web site and social media
resources. Table 6.6 shows Waste Reduction Communication Team membership.

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin Stewart</td>
<td>Spokane County Solid Waste</td>
<td>Water Resources Specialist</td>
</tr>
<tr>
<td>Lindsay Chapman</td>
<td>Spokane County Solid Waste</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Kris Major</td>
<td>City of Spokane Solid Waste Disposal</td>
<td>Education Coordinator</td>
</tr>
<tr>
<td>Tonilee Hanson</td>
<td>Spokane River Forum</td>
<td>Program Director</td>
</tr>
<tr>
<td>Steven Gimpel</td>
<td>Washington Dept. of Ecology</td>
<td>Planner/Grants Specialist</td>
</tr>
<tr>
<td>Heather Church</td>
<td>Washington Dept. of Ecology</td>
<td>Materials Management Coordinator</td>
</tr>
<tr>
<td>Joel Kohlstedt</td>
<td>Waste Management</td>
<td>Recycling Education Project Manager</td>
</tr>
<tr>
<td>Tami Haggerty</td>
<td>Waste Management</td>
<td>Education and Outreach Coordinator</td>
</tr>
</tbody>
</table>
Waste Reduction Communication Team meetings and actions are also informed by member interactions with the Spokane County Solid Waste Advisory Committee (SWAC), elected officials, the Washington Association of County Solid Waste Managers (WACSWM), the Recycling Partnership, recycling haulers, collectors and processors, and organizations representing homeowners, tenants, and multifamily and business interests.

In addition to these regular actions to reduce recycling contamination, there are occasional, funding-dependent activities carried out by Spokane County, haulers, member jurisdictions and local community groups. Examples include but are not limited to:

- Cart tagging
- Utility bill inserts
- Social media campaigns
- Website information and blog posts
- TV and radio ads
- Facility tours
REQUIREMENT (B): A LIST OF KEY CONTAMINANTS IDENTIFIED BY THE JURISDICTION OR IDENTIFIED BY THE DEPARTMENT.

The SCRSWS, with input from the SWAC, Waste Reduction Communication Team and other stakeholders, identified the following key contaminants, shown on the left side of Table 6.7. The right side of Table 6.7 lists similar contaminants taken from the state CROP, highlighting the similarities in recycling contamination across the state.

Table 6.7. Key Contaminants

<table>
<thead>
<tr>
<th>SCRSWS Identified Recycling Contaminants</th>
<th>State CROP Identified Contaminants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plastic bags and film (including bagged recycling and/or garbage)</td>
<td>Plastic bags and film</td>
</tr>
<tr>
<td>Tanglers (hoses, wires, Christmas lights, ropes, clothes, etc.)</td>
<td>Tanglers (rope, cords, chains, hoses, etc.)</td>
</tr>
<tr>
<td>Food and liquid</td>
<td>Food and liquid</td>
</tr>
<tr>
<td>Batteries</td>
<td>Hypodermic needles</td>
</tr>
<tr>
<td>Sharps/Needles</td>
<td>Non-program plastics including clamshells and polystyrene foam</td>
</tr>
<tr>
<td>To-go coffee cups and plastic lids</td>
<td>Shredded paper</td>
</tr>
</tbody>
</table>

The data indicates that Spokane County, like other regions in the state, is challenged by increasing amounts of contamination related to conversion to single-stream recycling, SMaRT Center limitations in being able to effectively remove contaminants, customer confusion, mixed messages in packaging, and negative changes in end user markets related to both price and acceptable contamination rates.

REQUIREMENT (C): A DISCUSSION OF PROBLEM CONTAMINANTS AND THE CONTAMINANTS’ IMPACT ON THE COLLECTION SYSTEM.

The reasons for SCRSWS contamination align with The Recycling Partnership survey that found 73% of consumers were unsure about what is recyclable, with millennials being the most unsure.

Inbound contamination is being driven by:

- Confusion about what can be recycled, a situation made more difficult due to:
  - Differences between jurisdiction contracts with haulers regarding what materials are accepted,
  - Zip code areas being served by as many as three different haulers,
  - Complex packaging that exhibits recyclable language or icons but that is not recyclable locally.
- Wishful recycling: the act of putting a non-recyclable item in the recycling stream with the hope it will be recycled.
An automated system of collecting single stream recycling that is very efficient but limits feedback between drivers of recycling trucks and households who place unacceptable materials in curbside carts. Per state guidance, the SCRSWS’s CROP focuses on cleaning up inbound contamination from recycling collection programs. Contaminated inbound recyclables create losses through increased operational expenses and lost resale value to end-markets. Impacts and costs to the SCRSWS are consistent with those listed by the state CROP:

- Slowing down the sorting and processing of materials, thus increasing processing costs.
- Reducing the quality and value of commodities separated and sent to end user markets.
- Costly shutdowns.
- Damage to collection, processing, and remanufacturing equipment.
- Injuries to staff collecting and processing recyclables.

**REQUIREMENT (D): AN ANALYSIS OF THE COSTS AND OTHER IMPACTS ASSOCIATED WITH CONTAMINANTS TO THE RECYCLING SYSTEM.**

A 2019 survey by The Recycling Partnership of seven Washington state MRFs found inbound levels of contamination from commingled recycling collection programs ranging from 5% to 20% by weight. Through discussions with Spokane County haulers contamination rates were thought to vary from 5% to 40%. The City of Spokane had an average percentage of contamination of 13% in early 2020. Audits performed on routes within the SCRSWS in the summer of 2020 as part of a cart tagging project revealed both very low and very high contamination rates spanning 3% to 60% with an average of 26% contamination by weight. In addition, The Recycling Partnership survey found that 71% of the cost of contamination comes from dealing with the following materials:

- Garbage (40%)
- Plastic film and bags (24%)
- Tanglers (7%)

Breaking down the cost of contamination differently, The Recycling Partnership survey found that costs could be attributed as follows:

- Disposal of refuse showing up in the inbound recycling stream (40%)
- Value of recyclables lost (26%)
- Labor to manage contamination (14%)

Within the SCRSWS, the City of Spokane implemented random sampling of recycling trucks at the SMaRT Center MRF and found that:

- In 2018, residuals made up 12.8% of the materials collected in Spokane’s curbside recycling program.
- The cost of providing recycling is increasing, largely driven by:
  - The average processing cost per ton of residuals is increasing and the number of tons of residuals is increasing.
The processing cost per ton of glass is increasing and the number of tons of glass collected is increasing.

End user markets (particularly for glass, newspaper and mixed paper) are very limited and result in negative cost recovery.

The City concluded there is a need to 1) increase education and enforcement to reduce contamination, and 2) find alternative commodity markets, particularly for glass.

**REQUIREMENT (E): AN IMPLEMENTATION SCHEDULE AND DETAILS OF HOW OUTREACH IS TO BE CONDUCTED.**

**Table 6.8** details outreach to be conducted over a five-year time horizon, recognizing three limiting factors:

1) SCRSWS is a multi-jurisdictional, multi-hauler environment that operates under several contractual agreements. Thus, each jurisdiction and/or hauler, as long as they are in contract compliance, has significant discretion for their operations in the SCRSWS.

2) As specified in other parts of the overall Plan, there are cities within the boundaries of Spokane County that are not member jurisdictions of the SCRSWS. This introduces complications when trying to deliver wide-reaching education and outreach without equitable funding.

3) Funding to implement the CROP is limited to available resources from the SCRSWS, jurisdictions and/or haulers.

There are some CROP activities the SCRSWS, jurisdictions, and haulers will maintain as ongoing commitments throughout the Plan period (2021 through 2026). These are indicated as “Ongoing” in the table. These activities may be increased as additional funding and resources become available. Other activities that the SCRSWS would like to implement as additional resources become available are indicated in **Table 6.8** as “Resource Dependent.”

**Table 6.8. CROP Activity Implementation Plan**

<table>
<thead>
<tr>
<th>Harmonization and Alignment:</th>
<th>Ongoing</th>
<th>Resource Dependent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCRSWS-led Waste Reduction Communication Team will:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continue regularly scheduled meetings.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Encourage and, as possible, support SCRSWS-wide (single-family, multi-family and commercial) coordinated messaging to reduce key recycling contaminants.</td>
<td></td>
<td>▲</td>
</tr>
<tr>
<td>Maintain a Waste Reduction Communication Team Google Drive with planning, media and other resources.</td>
<td></td>
<td>▲</td>
</tr>
<tr>
<td>Annually update, if needed, a list of SCRSWS priority recycling contaminants.</td>
<td></td>
<td>▲</td>
</tr>
<tr>
<td>As data is available, assess and communicate the costs and other impacts associated with contaminants to the recycling system.</td>
<td></td>
<td>▲</td>
</tr>
</tbody>
</table>
### SCRSWS Education and Outreach

<table>
<thead>
<tr>
<th>Activity</th>
<th>Ongoing</th>
<th>Resource Dependent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide SCRSWS-related updates to the Spokane Waste and Recycle Directory and promote the Directory through various means not limited to County-owned webpages and social media.</td>
<td>▲</td>
<td></td>
</tr>
<tr>
<td>Update transfer station recycling signage when necessary and ensure transfer station recycling staff receive training about accepted recyclables.</td>
<td>▲</td>
<td></td>
</tr>
<tr>
<td>Develop, promote and/or make available consistent waste reduction and recycle right messages to member jurisdictions and haulers for use in billing inserts, brochures, signage, web sites, social media, videos and newsletters.</td>
<td>▲</td>
<td></td>
</tr>
<tr>
<td>Support educational tours of recycling, end market, and disposal facilities for the public and schools.</td>
<td>▲</td>
<td></td>
</tr>
<tr>
<td>Partner with non-profit organizations, associations and service providers such as environmental groups, realtors and property owners to conduct targeted education, media and social media campaigns.</td>
<td>▲</td>
<td></td>
</tr>
<tr>
<td>Work with haulers to implement cart tagging programs that raise awareness about and/or enforce recycling contamination.</td>
<td>▲</td>
<td></td>
</tr>
<tr>
<td>Seek additional resources and funding to reduce recycling contamination</td>
<td>▲</td>
<td></td>
</tr>
</tbody>
</table>

### SCRSWS Monitoring and Assessment

<table>
<thead>
<tr>
<th>Activity</th>
<th>Ongoing</th>
<th>Resource Dependent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analyze recycle directory and other education and outreach data as well as characterization studies to improve education and enforcement efforts.</td>
<td>▲</td>
<td></td>
</tr>
<tr>
<td>Assess contamination reduction trends post education and enforcement efforts, when data is available.</td>
<td>▲</td>
<td></td>
</tr>
<tr>
<td>Work with SMaRT Center and transfer station staff to characterize and determine the percent of inbound contamination.</td>
<td>▲</td>
<td></td>
</tr>
<tr>
<td>Work with haulers to conduct lid lift audits to characterize contamination streams and routes with highest levels of contamination.</td>
<td>▲</td>
<td></td>
</tr>
</tbody>
</table>
7.0 ADMINISTRATION AND ENFORCEMENT

The Washington State Solid Waste Management Act, RCW 70A.205, assigns local government the primary responsibility for managing solid waste (Washington State Legislature, 2020). This section describes the administrative structure for solid waste management planning and permitting in the SCRSWS.

7.1 ADMINISTRATION

The SCRSWS is managed by the Spokane County Environmental Services Department. There are a number of different governing jurisdictions who are responsible for administering aspects of solid waste management activities in the County, and whose coordinated activities are important to the success of this program, as shown in Table 7.1.

Table 7.1. Solid Waste Administration in Spokane County

<table>
<thead>
<tr>
<th>Entity</th>
<th>Administration Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spokane County (County)</td>
<td>Administers the SCRSWS and prepares solid waste management plans.</td>
</tr>
<tr>
<td>Spokane Regional Health District (SRHD)</td>
<td>Issues permits for solid waste facilities and enforces the rules and regulations promulgated under RCW 70A.205.</td>
</tr>
<tr>
<td>Washington State Department of Ecology (Ecology)</td>
<td>Ensures effective solid waste programs exist throughout the state by providing oversight of comprehensive solid waste management plans and through technical assistance.</td>
</tr>
<tr>
<td>Washington State Utilities and Transportation Commission (WUTC)</td>
<td>Regulates the collection of solid waste in unincorporated areas and in jurisdictions that opt for collection without entering into a contract with a certified hauler, including curbside collection of residential recyclable materials and provides technical assistance in the preparation and revision of solid waste management plans.</td>
</tr>
<tr>
<td>Washington State Department of Agriculture (WSDA)</td>
<td>Regulates apple maggot quarantine zones and the commodities that are transported through those zones, including but not limited to, MSW and organic material.</td>
</tr>
<tr>
<td>Private and Public Haulers (Haulers)</td>
<td>Provides residential and commercial solid waste services within designated areas approved by the WUTC.</td>
</tr>
<tr>
<td>Solid Waste Advisory Committee (SWAC)</td>
<td>Assists in the development of programs and policies concerning solid waste handling and disposal and reviews and comments on proposed rules, policies, or ordinances prior to their adoption.</td>
</tr>
</tbody>
</table>
7.2 MEASUREMENT AND MONITORING

Currently, a number of entities are involved in monitoring and measuring solid waste management activities in Spokane County, as shown in Table 7.2.

Table 7.2. Solid Waste Measurement and Monitoring in Spokane County

<table>
<thead>
<tr>
<th>Entity</th>
<th>Measurement and Monitoring Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ecology, WSDA</td>
<td>Reviews this Plan and ensures process/content are consistent with state laws and regulations.</td>
</tr>
<tr>
<td>WUTC</td>
<td>Reviews the cost assessment section of this Plan to ensure it provides the information needed to determine impacts the Plan may have on rates of certificated waste collection companies.</td>
</tr>
<tr>
<td>County, City of Spokane, SCRSWS</td>
<td>Prepares monthly and annual records of material quantities received at the SCRSWS-designated facilities.</td>
</tr>
<tr>
<td>Haulers</td>
<td>Maintain records of waste and recyclables collected from residential and commercial customers in the unincorporated areas of the County and regional cities.</td>
</tr>
<tr>
<td>SCRSWS</td>
<td>Maintains records of its waste collection and recycling programs.</td>
</tr>
<tr>
<td>SCRSWS, SRHD</td>
<td>Maintains a record of wastes received at solid waste handling facilities in the county. Also monitors illegal dumping in the county.</td>
</tr>
<tr>
<td>SCRSWS</td>
<td>Tracks the effectiveness of education and outreach techniques used for waste reduction, recycling and other activities.</td>
</tr>
<tr>
<td>SCRSWS</td>
<td>Inspects loads at SCRSWS-designated facilities for non-acceptable MSW waste types such as asbestos, recyclables, HHW, and others.</td>
</tr>
<tr>
<td>Spokane County, SCRSWS</td>
<td>Reviews and updates Emergency Response plans for the SCRSWS and trains facility employees on procedures.</td>
</tr>
</tbody>
</table>
7.3 ENFORCEMENT PRACTICES

A number of agencies in Spokane County have the responsibility of enforcing solid waste management regulations and programs, including Spokane County, the participating jurisdictions, SRHD, Spokane Clean Air, and the WUTC. A summary of the responsibilities that each agency has for enforcing solid waste regulations and programs follows in Table 7.3.

Table 7.3. Solid Waste Enforcement in Spokane County

<table>
<thead>
<tr>
<th>Entity</th>
<th>Enforcement Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spokane County</td>
<td>Implements the Plan and coordinates with other enforcement agencies for activities such as illegal dumping. Enforces flow control and other local solid waste regulations.</td>
</tr>
<tr>
<td>Ecology, SRHD</td>
<td>Inspects SCRSWS-designated solid waste facilities and makes recommendations for changes to permits.</td>
</tr>
<tr>
<td>Ecology</td>
<td>May review and appeal solid waste facility permits issued by SRHD for conformance to State regulations, Plan, and zoning regulations.</td>
</tr>
<tr>
<td>Ecology</td>
<td>Inspects all landfills in Spokane County at least twice annually for compliance with State regulations</td>
</tr>
<tr>
<td>SRHD</td>
<td>Investigates complaints of illegal dumping and issues clean up orders in conjunction with the SCRSWS.</td>
</tr>
<tr>
<td>Ecology, SRHD</td>
<td>Issues permits and inspects special waste sites such as inert landfills, composting facilities, and biosolid land spreading operations for compliance with State regulations.</td>
</tr>
<tr>
<td>Spokane Regional Clean Air Agency</td>
<td>Monitors emission of air contaminants from the WTE Facility, landfills, recycling/transfer facilities, and composting sites.</td>
</tr>
<tr>
<td>Spokane Regional Clean Air Agency</td>
<td>Regulates asbestos abatement activities within Spokane County.</td>
</tr>
<tr>
<td>Spokane Regional Clean Air Agency</td>
<td>Permits and regulates open burning of organic material in the County, which affects the flow of organic material as a solid waste.</td>
</tr>
<tr>
<td>WUTC</td>
<td>Regulates the collection of solid waste in unincorporated areas and in incorporated areas without their own solid waste collection authority by issuing certificates to private collection companies. Uses enforcement mechanisms including fines and the revoking of a private collector’s right to collect solid waste.</td>
</tr>
<tr>
<td>WUTC</td>
<td>Approves collection rates for private solid waste collection companies in unincorporated areas within Spokane County via the Cost Assessment Guidelines for Local Solid Waste Management Planning.</td>
</tr>
<tr>
<td>Ecology</td>
<td>Regulates leachate, surface water and groundwater at solid waste facilities.</td>
</tr>
</tbody>
</table>
7.4 FLOW CONTROL

Flow control designates where solid waste is collected and disposed. The purpose of having flow control for solid waste is to “establish a comprehensive county-wide system for solid waste handling and solid waste recovery and/or reclamation which will prevent land, air and water pollution and conserve the natural, economic and energy resources of the county” (Spokane County Code 8.56.010) (Spokane County, WA, 2014). Furthermore, “the County exercises its right to control the disposal of all solid waste generated and collected within the unincorporated areas of its borders and to permit the incorporated municipalities of the county to use system-designated disposal sites when authorized by contract with the county or pursuant to state law” (Spokane County Code 8.56.010) (Spokane County, WA, 2014).

Per the SCRSWS’s flow control ordinance, wastes are delivered to the SCRSWS-designated facilities as described in Section 5.0 – Solid Waste Facilities and Waste Flow.

7.5 PERMITTING FACILITIES

All solid waste facilities are regulated under Chapters 173-350 WAC, 173-351 WAC and 173-304 WAC. The Spokane Regional Health District issues permits for solid waste facilities and periodically inspects facilities to ensure compliance. For more information about the permitting process visit srhd.org/programs-and-services/solid-waste-handling-garbage.

7.6 LITTER CLEAN-UP

The SCRSWS partners with the Geiger Work Crew to provide litter pickup within our member jurisdictions. More about this program can be found in Section 6.3 - Outreach and Education.
Appendix A

Regulatory Compliance

Chapter 70A.205 RCW The Washington State Solid Waste Management – Waste Reduction and Recycling Act, assigns local government the primary responsibility for managing solid waste (Washington State Legislature, 2020). In 1989, the Washington State Legislature amended this chapter to provide added direction to local governments to incorporate waste reduction and source separation strategies into coordinated systems of solid waste management. The purpose of the chapter is to protect the environment and health of our residents as well as conserve resources in our state.

The purpose and authority for solid waste planning is derived from Chapter 70A.205 RCW (Washington State Legislature, 2020). This chapter contains the regulatory requirements that each plan must encompass. Each of these regulations is listed in Table A.1, along with the section in the Plan for where the regulation is met. Also included in this section are the required elements for Moderate Risk Waste Plans which are listed in Table A.2 along with the section in the Plan where the requirement is met.
### Table A.1. Regulatory Compliance Summary Table

<table>
<thead>
<tr>
<th>Solid Waste Management Planning Element</th>
<th>Regulation or Ordinance</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review of federal, state, and local regulations and ordinances related to solid waste planning (including relevant impacts on land use planning)</td>
<td>RCW 70A.205.045(3)(a) &amp; RCW 70A.205.045(3)(b)</td>
<td>Appendix A</td>
</tr>
<tr>
<td>Inventory of existing solid waste handling facilities, capacities, and deficiencies.</td>
<td>RCW 70A.205.045(1)</td>
<td>Section 5.0</td>
</tr>
<tr>
<td>Twenty-year projection of solid waste handling facility needs</td>
<td>RCW 70A.205.045(2)</td>
<td>Section 4.3</td>
</tr>
<tr>
<td>Identification and prioritization of waste reduction strategies</td>
<td>RCW 70A.205.045(7)(a)</td>
<td>Section 6.1 &amp; 6.2</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Designation of Recyclable Materials</td>
<td>RCW 70A.205.045(7)(c)</td>
<td>Section 6.1 &amp; 6.2</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Description of Markets</td>
<td>RCW 70A.205.045(7)(c)</td>
<td>Section 6.1</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Review of Waste Generation Trends</td>
<td>RCW 70A.205.045(7)(c)</td>
<td>Appendix C</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Description of Waste Composition</td>
<td>RCW 70A.205.045(7)(c)</td>
<td>Appendix C</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Description of Existing and Future Programs</td>
<td>RCW 70A.205.045(7)(c)</td>
<td>Section 6.2</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Implementation Schedule</td>
<td>RCW 70A.205.045(7)(c)</td>
<td>Section 4.1</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Process for Modifying List</td>
<td>Recommended by Ecology</td>
<td>Section 6.0 &amp; Appendix B</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Urban Services</td>
<td>RCW 70A.205.045 (7)(b)(i)</td>
<td>Section 6.2</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Rural Services</td>
<td>RCW 70A.205.045 (7)(b)(i)</td>
<td>Section 6.2</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Non-Residential Monitoring</td>
<td>RCW 70A.205.045 (7)(b)(ii)</td>
<td>Section 6.0</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Organics Management</td>
<td>RCW 70A.205.045 (7)(b)(iii)</td>
<td>Section 6.2</td>
</tr>
<tr>
<td>Recycling and Waste Diversion – Education Programs</td>
<td>RCW 70A.205.045 (7)(b)(iv)</td>
<td>Section 6.3</td>
</tr>
<tr>
<td>Waste Collection – Urban and Rural Designation</td>
<td>RCW 70A.205.050</td>
<td>Section 6.2</td>
</tr>
<tr>
<td>Waste Collection – Description of Service Areas and Needs</td>
<td>RCW 70A.205.045 (5)</td>
<td>Section 5.1</td>
</tr>
<tr>
<td>Hazardous Waste – Assessment of Moderate Risk Waste</td>
<td>RCW 70A.300.350 (1)(a)</td>
<td>Section 6.2</td>
</tr>
<tr>
<td>Hazardous Waste – Public Involvement and Education</td>
<td>RCW 70A.300.350 (1)(b)</td>
<td>Section 6.2 &amp; 6.3</td>
</tr>
<tr>
<td>Hazardous Waste – Hazards of Improper Use and Disposal</td>
<td>RCW 70A.300.350 (1)(b)(i)</td>
<td>Section 6.2</td>
</tr>
<tr>
<td>Hazardous Waste – Inventory of Generators and Managers of Waste</td>
<td>RCW 70A.300.350 (1)(c)</td>
<td>Section 6.2 &amp; Appendix G</td>
</tr>
<tr>
<td>Hazardous Waste – Public Involvement in Developing Plan</td>
<td>RCW 70A.300.350 (1)(d)</td>
<td>Appendix H</td>
</tr>
<tr>
<td>Hazardous Waste – Eligible Zones</td>
<td>RCW 70A.300.350 (1)(e)</td>
<td>Section 6.2</td>
</tr>
<tr>
<td>Hazardous Waste – Coordination with Privately Owned Hazardous Waste Facilities</td>
<td>RCW 70A.300.350 (3)</td>
<td>Section 6.2</td>
</tr>
<tr>
<td>Facility Siting Requirements</td>
<td>RCW 70A.205.110 &amp; RCW 70A.205.045 (9)</td>
<td>Appendix E</td>
</tr>
<tr>
<td>Financing Solid Waste Infrastructure and Operations – Six Year Capital Program for Solid Waste Facilities</td>
<td>RCW 70A.205.045 (3)(c)</td>
<td>Section 4.0</td>
</tr>
<tr>
<td>Financing Solid Waste Infrastructure and Operations – Funding Strategy</td>
<td>RCW 70A.205.045 (3)(d)</td>
<td>Section 4.2</td>
</tr>
<tr>
<td>Surveillance and Control</td>
<td>RCW 70A.205.045 (4)</td>
<td>Section 7.0</td>
</tr>
<tr>
<td>Assessment of Plan Costs on Solid Waste Collection (WUTC review)</td>
<td>RCW 70A.205.045 (8)</td>
<td>Appendix I</td>
</tr>
<tr>
<td>Contamination Reduction and Outreach Plan</td>
<td>RCW 70A.205.045 (10)</td>
<td>Section 6.4</td>
</tr>
<tr>
<td>Transmittal Letter</td>
<td>Required by Ecology</td>
<td>Attached</td>
</tr>
<tr>
<td>Interlocal Agreements</td>
<td>Required by Ecology</td>
<td>Forthcoming</td>
</tr>
<tr>
<td>Evidence of Public Meeting(s)</td>
<td>Required by Ecology</td>
<td>Appendix H</td>
</tr>
<tr>
<td>SWAC Participation</td>
<td>RCW 70A.205.110</td>
<td>Appendix H</td>
</tr>
<tr>
<td>Solid Waste Management Planning Element</td>
<td>Regulation or Ordinance</td>
<td>Section</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Resolution of Plan Adoption from All Jurisdictions</td>
<td>Required by Ecology</td>
<td>Forthcoming</td>
</tr>
<tr>
<td>Change log of comments and responses from Ecology and WUTC review</td>
<td>Required by Ecology</td>
<td>Appendix H.2</td>
</tr>
<tr>
<td>SEPA documentation</td>
<td>Required by Ecology</td>
<td>Appendix I</td>
</tr>
<tr>
<td>Waste reduction and recycling programs - Reduce Waste Generated</td>
<td>RCW 70A.205.045 (6)</td>
<td>Section 6.1</td>
</tr>
<tr>
<td>Waste reduction and recycling programs - Source Separation Incentives/Mechanisms</td>
<td>RCW 70A.205.045 (6)</td>
<td>Section 6.0</td>
</tr>
<tr>
<td>Waste reduction and recycling programs - Recycling Opportunities</td>
<td>RCW 70A.205.045 (6)</td>
<td>Section 6.0</td>
</tr>
<tr>
<td>Locally defined amendment process</td>
<td>Recommended by Ecology</td>
<td>Appendix B</td>
</tr>
<tr>
<td>Plan supportive of state’s solid waste management plan and solid waste priorities</td>
<td>Recommended by Ecology</td>
<td>Goal 4.B</td>
</tr>
<tr>
<td>SWAC bylaws</td>
<td>Recommended by Ecology</td>
<td>Appendix H</td>
</tr>
</tbody>
</table>
### Table A.2. Planning Elements for MRW

<table>
<thead>
<tr>
<th>Solid Waste Management Planning Element - Master</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Introduction and Background</strong></td>
<td></td>
</tr>
<tr>
<td>1. Purpose of the Plan</td>
<td>Section 1.0</td>
</tr>
<tr>
<td>2. General Background of the Planning Area</td>
<td>Section 1.0 &amp; Appendix E</td>
</tr>
<tr>
<td>3. Public Participation Process in Plan Development</td>
<td>Appendix H</td>
</tr>
<tr>
<td><strong>Analysis of Current Conditions</strong></td>
<td></td>
</tr>
<tr>
<td>1. Moderate Risk Waste Inventory</td>
<td>Section 6.2 (Moderate Risk Waste)</td>
</tr>
<tr>
<td>a. Household Hazardous Waste</td>
<td>Section 6.2 (Moderate Risk Waste)</td>
</tr>
<tr>
<td>1. Waste quantity, type, and management practices.</td>
<td>Section 6.2 (Handling, Recycling and Disposing of MRW)</td>
</tr>
<tr>
<td>2. Documentation of the waste categories and volumes currently managed.</td>
<td>Section 6.2 &amp; Exhibit 6.4</td>
</tr>
<tr>
<td>3. Potentials and constraints for improving waste management.</td>
<td>Section 6.2 (Handling, Recycling and Disposing of MRW)</td>
</tr>
<tr>
<td>4. Changes from the last plan.</td>
<td>Section 6.2 (Moderate Risk Waste)</td>
</tr>
<tr>
<td>b. Small Quantity Generators</td>
<td>Section 6.2 (Business)</td>
</tr>
<tr>
<td>1. Waste quantities, type, and management practices.</td>
<td>Section 6.2 (Business)</td>
</tr>
<tr>
<td>2. Documentation of the waste categories and volumes currently being managed.</td>
<td>Section 6.2 (Business)</td>
</tr>
<tr>
<td>3. Identification of targeted wastes and waste sources.</td>
<td>Section 6.2 (Business)</td>
</tr>
<tr>
<td>4. Potentials and constraints for improving waste management.</td>
<td>Section 6.2 (Handling, Recycling and Disposing of MRW)</td>
</tr>
<tr>
<td>5. Changes from the last plan.</td>
<td>Section 6.2 (Business)</td>
</tr>
<tr>
<td>2. The Hazardous Waste Inventory</td>
<td>Appendix G</td>
</tr>
<tr>
<td>a. Dangerous Waste Generators</td>
<td>Appendix G</td>
</tr>
<tr>
<td>b. Remedial Action Sites</td>
<td>Appendix G</td>
</tr>
<tr>
<td>c. Transporters</td>
<td>Appendix G</td>
</tr>
<tr>
<td>d. Facilities</td>
<td>Appendix G</td>
</tr>
<tr>
<td>e. Zone Designations</td>
<td>Section 6.2, Table 6.4 &amp; Table 6.5</td>
</tr>
<tr>
<td><strong>Legal Authority for the Program</strong></td>
<td></td>
</tr>
<tr>
<td>1. Evaluation of existing regulations and regulatory program.</td>
<td>Section 6.2 (Moderate Risk Waste), Section 7.3 &amp; Section 7.4</td>
</tr>
<tr>
<td>2. Current Enforcement Program.</td>
<td>Section 7.4 &amp; Table 7.3</td>
</tr>
<tr>
<td>3. Moderate risk waste ordinance(s).</td>
<td>Section 6.2 (Moderate Risk Waste)</td>
</tr>
<tr>
<td><strong>Financing of the Program</strong></td>
<td></td>
</tr>
<tr>
<td>1. Current revenue source(s) for the program.</td>
<td>Section 4.2</td>
</tr>
<tr>
<td>2. Future sources or alternative revenue sources for programs.</td>
<td>Section 4.2</td>
</tr>
<tr>
<td><strong>Governance Structure of Jurisdiction</strong></td>
<td></td>
</tr>
<tr>
<td>1. Legal authority for plan implementation decisions.</td>
<td>Section 1.0, Appendix B &amp; Appendix H</td>
</tr>
<tr>
<td><strong>Program Philosophy</strong></td>
<td></td>
</tr>
<tr>
<td>1. The vision or mission of the plan (broadly stated).</td>
<td>Section 2.0</td>
</tr>
</tbody>
</table>
### Program Services

1. Services this plan proposes to offer (broadly stated).  
   Section 6.2 & Section 6.3

### Process for Updating Each Section of the Plan

1. When will the plan be updated and under what circumstances.  
   Appendix H

### Solid Waste Management Planning Element - Implementation

### Program Philosophy

1. The mission and/or vision of the plan.  
   Section 2.0

2. Guiding principles of the plan.  
   Section 2.0

### Strategic Goals / Elements of the Plan

1. Household hazardous waste collection element.  
   Section 3.0 [Goal 2(A-E), Goal 7(D) & Goal 8(C-D)]

2. Household and public education element.  
   Section 3.0 [Goal 6(A-B), Goal 7(Bii-iii) & Goal 8(B)]

   Section 3.0 [Goal 8(A)]

   Section 3.0 [Goal 8(A)]

5. Enforcement element.  
   Section 3.0 (Goal 5)

6. Used oil recycling element.  
   Section 3.0 [Goal 8(C)]

### C. Programs and Milestones

1. Programs selected to implement to meet your objectives.  
   Section 6.2, Section 6.3 & applicable Goals in Section 3.0

2. Lead agency responsible for coordinating plan implementation.  
   Section 1.0 (County as administrator of SCRSWS)

3. Implementing entity for each program selected.  
   Section 1.0 (County as administrator of SCRSWS, unless partners are specified)

### Alternative Programs

1. List of alternative programs not chosen to be implemented at this time but would be if finances or priorities change.  
   Appendix D

### Annual Budgets

1. Funding source, cost and number of employees needed for the programs to be implemented under the plan.  
   Section 4.2
Appendix B

Plan Amendments
Appendix B

Plan Amendments

This SWMP is required to be reviewed and revised, if necessary, at least every five years (RCW 70A.205.075) (Washington State Legislature, 2020). Outside of this five-year plan update schedule, the SWMP may require changes or updates. Some changes may alter the plan materially and thus will require the usual submittal and review by Ecology. An example of this type of change would be an increase to the cost of service or decrease to service levels. Often, the changes required are not significant and do not materially change the plan. An example of this type of would be updating the list of designated recyclable materials. When this type of non-significant change to the plan occurs, a formal plan update or revision process will not be completed. Instead, the following will occur to incorporate the change and update the plan:

1. Required change/update is identified.
2. A draft plan is created incorporating the change in track changes.
3. The SWAC is notified of the update requirement and the updated draft is distributed for review.
4. A SWAC meeting will be scheduled (if not already regularly scheduled) and held to discuss and inform SWAC of change.
5. The update process will be recorded in the plan and the plan will be finalized.
6. The finalized plan will be sent to Ecology along with a cover letter describing the change.
7. The finalized plan will be sent to each participating jurisdiction along with a cover letter describing the change.
Appendix C

Summary of Waste Characteristics
Appendix C

Summary of Waste Characteristics

C.1 WASTE QUANTITIES AND PROJECTIONS

SOURCES OF DATA
To provide a comprehensive representation of waste characteristics for the SCRSWS, several sources of data and information were used for development of the charts and tables in this appendix. Some data sets rely upon information provided by the Department of Ecology, which includes the entire population of the County and not just the jurisdictions associated with the SCRSWS. Other more detailed information is based on an Ecology 2015/2016 waste characterization study conducted at the Waste to Energy Facility (WTE) (State of Washington Department of Ecology, 2018), while other data are taken directly from SCRSWS Facility reports. The sources of data are noted under each chart or table for reference.

WASTE STREAM DEFINITION
Waste materials addressed in this Plan are described using several terms and abbreviations, including municipal solid waste (MSW), construction and demolition waste (C&D),1 miscellaneous waste, and moderate risk waste (MRW). For the purposes of this Plan, these wastes are defined as follows:

- **MSW (municipal solid waste)** means wastes generated by households and businesses that are commonly delivered to the transfer stations and directly to the WTE Facility for disposal or are recycled/diverted or composted through various means. Included in MSW are small quantities of special wastes and residential MRW, as well as C&D waste delivered in small quantities to the County waste handling facilities.
- **C&D (construction and demolition waste)** include materials delivered to privately operated inert and demolition facilities for recycling/diversion or disposal that is largely inert waste, resulting from construction and demolition activities or land-clearing activities in the County.
- **Miscellaneous waste** includes agricultural waste, asbestos waste, ash from the WTE Facility, biomedical waste, biosolids, contaminated soils, and septic tank waste.
- **MRW (moderate risk waste)** includes hazardous waste produced by households and by businesses and institutions in small quantities below the small quantity generation status thresholds.
- **Diverted wastes** are waste types that are differentiated into recyclables or other divertibles, which are defined as follows:
  - Recyclables are materials that are separated for traditional recycling such as paper, plastics, metals, etc.

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1 The MSW and C&D quantity estimates exclude ash from the WTE Facility that is currently sent to the Roosevelt Landfill for disposal.
- **Other Divertibles** are materials that are separated for reuse, composting, land application, or energy recovery that are not categorized as Recyclables, such as wood debris, yard waste, furniture, asphalt and concrete, used oil, etc. This does not include general MSW that is sent to the WTE facility for energy recovery.

- **Disposed waste** is the residual waste thrown away by all customers after materials have been diverted from the waste stream. This is the waste that is ultimately sent to a landfill or the WTE facility.

**TRENDS IN MSW GENERATION, RECYCLING AND DISPOSAL RATES**

Waste disposal data from the Department of Ecology for the County includes waste totals for all jurisdictions and solid waste handling and disposal that occur within the County, including totals from operations outside of the SCRSWS. The data spans the years 2010 through 2017 and were used to determine trends (percent changes) in waste generation, disposal, recycling, and other diversion. Over this time, waste generation increased an average of 1.7% per year. Using this rate of change, the waste generation for the entire County, as compared to the change in population, was projected for the next 20 years.
The following projection for the next 20 years is shown in Exhibit C.1 below which includes reported data from 2010 through 2017. Within the reported data from 2010-2017,

- Recycling has increased at an average rate of 2.6% per year,
- Other waste diversion in the County has increased an average of 1.6% per year, and
- Disposal has increased at an average rate of 1.3% per year.

Using these rates of change, recycling, other diversion and waste disposal were projected for the next 20 years along with the County’s population. These projections are shown in Exhibit C.1 along with actual data from 2010 through 2017.

Exhibit C.1. Historical and Projected Recyclables, Other Divertibles, Disposed Waste and County Population

This graph shows:

- Waste disposal and population continue to increase, with the rate of disposal increasing slightly more than the rate of population (1.3%/year versus 1.0%/year, respectively).
- The projected generation rates for recycling and other waste diversion continue to increase at 2.64% and 1.59%/year, respectively.
- According to these projections, the County will generate approximately 920,000 tons of waste in 2041, which is 31% more waste than in 2020. By comparison, the population increase over this same period (2020 – 2041) is projected to increase by 22%.

This data supports the need for programmatic offerings to focus on waste reduction first to counter the amount of waste generated per capita.
Exhibit C.2 shows the per capita disposal, diverted and recycled material quantities for the County from 2010 through 2017 along with the projected 2041 per capita rates in Exhibit C.1.

**Exhibit C.2. Per Capita Waste Rates for the County**

In 2011 through 2013, the per capita disposal rates stayed fairly steady while the recycling rates were at their highest. The recycling rate has continued to remain steady since then, and diversion has decreased while disposal amounts are steadily increasing.

Perhaps more interesting is the decline in other divertibles from 2011 onward and the seemingly inverse relationship with disposed waste which could indicate that some types of diverted wastes are being disposed.

Looking to the future, both diversion and disposal are projected to continue to increase slightly, each by approximately 0.5 pounds/person/day by 2041, while recycling is projected to increase by approximately 1.5 pounds/person/day.

In 2016, the Department of Ecology determined that glass placed in a recycling bin but used for an end purpose within a landfill, such as daily cover or building temporary roads, should not count as recycling. Due to the weight of glass, this had a slightly negative impact to the per capita recycling rate. Despite this, the rate of recycling has stayed fairly constant since 2012.
Exhibit C.3 shows the per capita waste generation for the County. Waste generation includes recyclables, divertibles, and disposed wastes. Overall, generation varies from 11.92 lbs/person/day to 13.52 lbs/person/day over the reported period (2010-2017), with an average of 12.51 lbs/person/day. Similar to the decline in waste disposal in years 2011 through 2013, seen in Exhibit C.2, there is a decline in waste generation between 2011 and 2013. However, there is an overall increasing trend in the amount of waste generated and by 2041, waste generation is projected to reach almost 16 pounds/person/day.

Exhibit C.3. Per Capita Waste Generated for the County
C.2 DISPOSED WASTE COMPOSITION OF THE SCRSWS

This section provides more insight into the specific types of materials that make up the “disposed” waste category. The data represented in this section originates from the Eastern Washington section of the 2015/2016 Washington Statewide Waste Characterization Study, overseen by the Department of Ecology (State of Washington Department of Ecology, 2018). The Eastern Washington study was conducted at the WTE facility, and therefore, should be representative of the waste produced in the SCRSWS.

WASTE SECTOR DEFINITIONS

For the 2015-16 Waste Characterization Study, waste was separated into four sectors:

- **Commercial** is waste hauled by contracted or municipally operated vehicles in which 80% or more of the waste is from multifamily residences with five or more units, or institutional, commercial, or industrial sources.
- **Residential** is waste hauled by contracted or municipally operated vehicles in which 80% or more of the waste is from single-family and/or multifamily residence with fewer than five units.
- **Self-hauled MSW** is waste hauled by vehicles not operated by a franchise or municipality.
- **Self-hauled C&D (construction and demolition waste)** is waste generated as a result of construction, demolition, or land clearing activities.
HOW TO READ WASTE SECTOR CHARTS
The charts in this section represent waste composition by weight for each waste type (disposed waste, recyclables, and other divertibles) within each of the sectors listed above. Each chart has four main components: the sector flags, the main chart body and the legend. An example chart with these main component labels is shown below.
COMPOSITION OF DISPOSED WASTE

Disposed waste composition data in Exhibit C.4 shows the overall breakdown of waste disposed in these sectors and that most waste is disposed through commercial and residential collection.

Exhibit C.4. Waste Breakdown by Sector

The largest portion of the waste is produced and collected from the commercial sector, followed closely by the waste collected from the residential sector. These results are expected and show that the commercial and curbside collection programs handle most of the waste in the County.
**Exhibit C.5** is a breakdown of the different types of wastes that are disposed in all four sectors. Definitions for these material types can be found in Ecology’s 2015/16 Waste Characterization study, found at [https://fortress.wa.gov/ecy/publications/documents/1607032.pdf](https://fortress.wa.gov/ecy/publications/documents/1607032.pdf).

**Exhibit C.5. Overall Waste Composition**

[Image of pie chart showing waste composition]

This exhibit shows that organics (32%) and paper (18%) make up half of the waste disposed in the SCRSWS. Both of these waste types are potentially divertible. Given that previous exhibits have shown that waste diversion has remained low compared to recycling, this could be an area of opportunity to increase diversion programs. The following exhibits analyze the different types of wastes that are disposed within each of the individual sectors.
RESIDENTIAL DISPOSED WASTE
The composition of residential disposed waste is shown in Exhibit C.6. Almost half of all waste thrown away is organics while another 30% is paper and plastic.

Exhibit C.6. Residential Sector Waste Composition
COMMERCIAL DISPOSED WASTE

The composition of commercial disposed waste is shown in Exhibit C.7. Like the residential waste sector, the largest component of commercial waste type that is disposed is organics. However, by comparison, the organics in this waste stream are almost half of what is seen in the residential waste. The commercial waste stream contains much more paper and wood wastes as compared to residential waste and similar amounts of paper and plastic.

Exhibit C.7. Commercial Sector Disposed Waste Composition

- Paper: 19%
- Plastic: 15%
- Metal: 5%
- Glass: 1%
- Organics: 26%
- Wood Waste: 12%
- Construction Materials: 13%
- Residues: 1%
- Consumer Products: 7%
- Hazardous/Special Waste: 1%
SELF-HAULED MSW DISPOSED WASTE

The composition of self-hauled waste is shown in Exhibit C.8. This waste stream is quite different than the two collected waste streams. The largest component of the self-hauled waste is consumer products (furniture, appliances, mattresses, etc.). This sector also contains a large portion of wood waste. High percentages in these two categories are expected as a large portion of self-hauled waste is brought directly to the transfer stations because it is too large to be picked up curbside.

Exhibit C.8. Self-hauled MSW Sector Waste Composition
SELF-HAULED C&D DISPOSED WASTE

The composition of self-hauled C&D disposed waste is shown in Exhibit C.9. This waste stream is made up primarily of wood waste and construction materials with a total of 78% of waste belonging to these categories.

Exhibit C.9. Self-hauled C&D Sector Waste Composition

![Pie chart showing waste composition](chart.png)
C.3 RECYCLABLES COMPOSITION OF THE SCRSWS

Exhibit C.10 illustrates the composition of public self-hauled recycled materials in the SCRSWS and is based on 2019 recycled material collection reports from the two County-owned transfer stations and the WTE. The composition of recycled materials is separated into major recyclable categories and subcategories (metals, paper, and plastics), as shown in Exhibit C.10. Approximately half of all recycled materials are comprised of paper products (cardboard, newspaper and mixed paper) with a total of 51%.

Exhibit C.10. Recyclables by Major Category
RECYCLABLES LEFT IN THE WASTE STREAM, BY SECTOR

For the charts exploring "recyclables left in the waste stream", data were derived from the Eastern Washington section of the 2015/2016 Washington Statewide Waste Characterization Study, overseen by the Department of Ecology (State of Washington Department of Ecology, 2018). The Eastern Washington study was conducted at the WTE facility, and therefore, should be representative of the waste produced in the SCRSWS.

To better understand and improve recycling programs, it is helpful to consider what is recyclable in the disposed waste stream. Charts were created showing this recyclable material, again broken down by the four waste sectors based on the Eastern Washington data collected as part of the 2015/2016 Washington Statewide Waste Characterization Study (State of Washington Department of Ecology, 2018). Recyclable materials are shown as four major categories. **Table C.1** shows how materials were categorized.

<table>
<thead>
<tr>
<th>Recyclable Paper</th>
<th>Recyclable Plastic</th>
<th>Recyclable Metal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newspaper Packaging</td>
<td>#1 PETE Plastic Bottles</td>
<td>Aluminum Beverage Cans</td>
</tr>
<tr>
<td>Newspaper</td>
<td>#2 HDPE Plastic Natural Bottles</td>
<td>Aluminum Foil/Containers</td>
</tr>
<tr>
<td>Cardboard Packaging</td>
<td>#2 HDPE Plastic Colored Bottles</td>
<td>Other Aluminum</td>
</tr>
<tr>
<td>Cardboard</td>
<td></td>
<td>Other Nonferrous</td>
</tr>
<tr>
<td>Groundwood Paper</td>
<td></td>
<td>Food Cans - Tinned</td>
</tr>
<tr>
<td>Mixed/Low Grade Paper</td>
<td>Recyclable Glass</td>
<td>Food Cans - Coated</td>
</tr>
<tr>
<td>Magazines</td>
<td>Clear Glass Containers</td>
<td>Other Ferrous Metal</td>
</tr>
<tr>
<td>High Grade Paper Products</td>
<td>Green Glass Containers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Brown Glass Containers</td>
<td></td>
</tr>
</tbody>
</table>

**Exhibit C.11** shows the recyclables left in the waste stream for all sectors compared to the remaining waste or unrecyclable portion of disposed waste. This remaining waste portion includes other divertibles.

**Exhibit C.11. Total Recyclables Left in the Waste Stream by Subcategories**

![Diagram showing recyclables and remaining waste](image)

Exhibit C.12 shows the breakdown of the recyclables left in the residential waste stream. The residential sector’s waste stream contains the largest amount of recyclable materials compared to the other three sectors. The most prominent portion of the recyclables left in the residential waste stream is paper.

Exhibit C.12. Residential Sector Recyclables Left in the Waste Stream

Exhibit C.13 shows the breakdown of the recyclables left in the commercial waste stream. Like the residential sector, the largest portion of the recyclable material left in the commercial waste stream is paper.

Exhibit C.13. Commercial Sector Recyclables Left in the Waste Stream

**Exhibit C.14** and **Exhibit C.15** show the breakdown of the recyclables left in the waste stream of the Self-hauled MSW sector and the Self-hauled C&D sector. Both sectors contain very little recyclable material. For the material that is recyclable, the majority is paper for both sectors.

**Exhibit C.14. Self-hauled MSW Sector Recyclables Left in the Waste Stream**

Exhibit C.15. Self-hauled C&D Sector Recyclables Left in the Waste Stream

Self-hauled C&D

C.4 COMPOSITION OF OTHER DIVERTIBLES LEFT IN THE WASTE STREAM OF THE SCRSWS

As another means to better understand and improve diversion programs, it is helpful to look at what materials are divertible in the disposed waste stream, also known as “other divertibles.” For this category, data was derived from the Eastern Washington section of the 2015/2016 Washington Statewide Waste Characterization Study, overseen by the Department of Ecology (State of Washington Department of Ecology, 2018). The Eastern Washington study was conducted at the WTE facility, and therefore, should be representative of the waste produced in the SCRSWS.

Charts were created showing the total amount of other divertibles left in the waste stream and broken down by the four waste sectors. Other divertible materials are shown as five major categories. Table C.2 shows how materials were categorized.

Table C.2. Other Divertible Material Categories

<table>
<thead>
<tr>
<th>Divertible Paper</th>
<th>Divertible Organics</th>
<th>Divertible Consumer Products</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compostable Paper Packaging</td>
<td>Yard Waste - Leaves &amp; Grass</td>
<td>E-Waste</td>
</tr>
<tr>
<td>Compostable Paper Products¹</td>
<td>Yard Waste - Prunings</td>
<td>Textiles</td>
</tr>
<tr>
<td></td>
<td>Livestock manure</td>
<td>Furniture</td>
</tr>
<tr>
<td>Divertible Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Wood</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Divertible Wood Waste</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dimensional Lumber</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pallets &amp; Crates</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹Compostable paper products are “non-packaging papers that can be composted” (Ecology, 2018)

OTHER DIVERTIBLES LEFT IN THE WASTE STREAM BY SECTOR

Exhibit C.16 shows the other divertible material for all sectors compared to the remaining waste or the non-divertible portion. Compared to recyclables left in the waste stream, there is a much larger quantity of material that can be targeted for diversion (13% recyclables compared to 33% other divertibles).

Exhibit C.16. Total Other Divertibles Left in the Waste Stream by Subcategory

Exhibit C.17 shows the breakdown of the other divertibles portion left in the residential waste stream. The residential waste stream sector contains the largest amount of other divertible materials compared to the other three sectors. The largest component by far is organics with yard waste comprising most of the organics.

Exhibit C.17. Residential Sector Other Divertibles Left in the Waste Stream

Exhibit C.18 shows the breakdown of the other divertible portion of the commercial waste stream. Unlike the residential sector, the other divertible portion from the commercial sector are spread evenly across all categories.

Exhibit C.18. Commercial Sector Other Divertibles Left in the Waste Stream

Exhibit C.19 shows the breakdown of other divertibles left in Self-haul MSW. This sector contains a large percentage of divertible consumer products. Of these products, furniture was the largest product by far.

Exhibit C.19. Self-hauled MSW Sector Other Divertibles Left in the Waste Stream

The breakdown of other divertibles in Self-haul C&D is shown in Exhibit C.20. The largest component of this sector is divertible wood waste with pallets and crates making up two thirds of this waste.

Exhibit C.20. Self-hauled C&D Divertibles Left in the Waste Stream

Appendix D

Goals and Actions
Appendix D

Goals and Actions

Goals were created for this Plan with the intent of supporting the Vision of the SCRSWS. A total of eight Goals are summarized below. On the pages following the Goals Summary are tables detailing each Goal and a list of actions the SCRSWS can implement to help reach that Goal. Some of the action items fulfill the needs of more than one goal and are indicated so in red text.

As the SCRSWS implements selected action items, the Vision statement and Guiding Principles will be revisited and used a compass for decision making.

Goals for the SCRSWS are summarized as below:

**Goal 1**
Continue to promote actions that follow the waste reduction hierarchy of 1) Reduce, 2) Reuse, and 3) Recycle, and ensure that waste reduction is the foremost preferred solution when it comes to solid waste choices.

**Goal 2**
Research, evaluate and implement solid waste services to better serve customers.

**Goal 3**
Create a sustainable funding mechanism for SCRSWS comprehensive planning and capital improvements.

**Goal 4**
Build a new foundation for the future of managing our waste that integrates sustainable materials management.

**Goal 5**
Continue an enforcement program for flow control, litter, unsecured loads, illegal dumping, MRW, nuisances, and other enforceable criteria.

**Goal 6**
Plan for and provide solid waste services and programs in collaboration and coordination with state agencies and other organizations.

**Goal 7**
Provide equitable solid waste services, opportunities, outreach, and resources for our community.

**Goal 8**
Emphasize protection of our sole source aquifer and promote stewardship and reduction of solid waste and toxic waste.
## GOAL 1: Waste Reduction First

Continue to promote actions that follow the waste reduction hierarchy of 1) Reduce, 2) Reuse, and 3) Recycle, and ensure that waste reduction is the foremost preferred solution when it comes to solid waste choices.

<table>
<thead>
<tr>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.A.</strong> Develop and promote waste reduction and diversion messages to residents through partnerships with local and regional stakeholders, i.e. The Waste Reduction Communications Team, higher education, local haulers, etc.</td>
</tr>
<tr>
<td><strong>1.A.i</strong> Implement a &quot;Stop Wishful-Recycling&quot; media campaign to increase awareness about recycling contamination, what is accepted locally, and curb behavior that contributes to recycling contamination.</td>
</tr>
<tr>
<td><strong>1.A.ii</strong> Provide comprehensive waste reduction consultation services for member jurisdictions, businesses, agencies, and other organizations within the SCRSWS including but not limited to: waste reduction strategies, supply chain management and green procurement policies, award and recognition programs, reuse and material exchanges, and toxics reduction strategies.</td>
</tr>
<tr>
<td><strong>1.B.</strong> Pursue local and regional material reuse partnerships and opportunities.</td>
</tr>
<tr>
<td><strong>1.B.i</strong> Research and evaluate potential outlets for glass recycling opportunities.</td>
</tr>
<tr>
<td><strong>1.B.ii</strong> Create circular economy workshop for local businesses.</td>
</tr>
<tr>
<td><strong>1.C.</strong> Use information from solid waste life cycle assessments to change the mindset and behavior of consumers towards the least environmentally impactful choices surrounding solid waste. Share this information through various outreach and education methods.</td>
</tr>
<tr>
<td><strong>1.D.</strong> Utilize surveys and other means to measure the effectiveness of education and outreach programs and to identify knowledge and/or behavior gaps for residents, businesses, and other stakeholders.</td>
</tr>
<tr>
<td><strong>1.E.</strong> Support prudent legislation and policies that reduce consumer and producer waste streams.</td>
</tr>
</tbody>
</table>
## GOAL 1: Waste Reduction First

<table>
<thead>
<tr>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.F.</strong> Research and evaluate offering a re-use store/park prior to entry into transfer stations to reduce the number of reusable items in the waste stream.</td>
</tr>
<tr>
<td><strong>1.G.</strong> Provide education and outreach to residents about organics diversion through methods including, but not limited to, the Master Composter program, public and classroom presentations, social media, websites, radio, and television.</td>
</tr>
<tr>
<td><strong>1.H.</strong> Continue to support the Event Recycling program for community events.</td>
</tr>
<tr>
<td><strong>1.I.</strong> Continue to provide reduced tipping fee rates for organic material at County-owned transfer stations to incentivize organics diversion.</td>
</tr>
<tr>
<td><strong>1.J.</strong> Evaluate options and funding for large-scale anaerobic digestion or composting of organic wastes.</td>
</tr>
<tr>
<td><strong>1.K.</strong> Evaluate options for the beneficial use of biosolids and monitor funding sources for facilities and increased processing.</td>
</tr>
<tr>
<td><strong>1.L.</strong> Regularly evaluate Spokane County demographics to identify the types of education and outreach materials needed by underserved populations within our community. (e.g., Investigate options for call-in translation assistance, evaluate and implement website functions that enable trans-created content and easy access for underserved populations.)</td>
</tr>
<tr>
<td><strong>1.M.</strong> Provide education and on-site technical assistance for businesses, including waste reduction strategies, supply chain management and green procurement policies, award and recognition programs, reuse and material exchanges, and toxics reduction strategies.</td>
</tr>
<tr>
<td><strong>1.N.</strong> Evaluate possibility of neighborhood drop boxes for commodities not accepted in curbside recycling.</td>
</tr>
<tr>
<td><strong>1.O.</strong> Promote current fiber and organics collection options and evaluate how to expand these services to underserved areas.</td>
</tr>
<tr>
<td><strong>1.P.</strong> Promote reuse opportunities at existing locations.</td>
</tr>
<tr>
<td><strong>1.Q.</strong> Evaluate rural access to waste reduction, reuse, and recycling programs and implement if needed and feasible.</td>
</tr>
<tr>
<td><strong>1.R.</strong> Research outlets and uses for recyclable materials in local and regional markets and businesses.</td>
</tr>
<tr>
<td><strong>1.S.</strong> Evaluate financial incentives to increase diversion of materials at disposal and transfer facilities.</td>
</tr>
</tbody>
</table>
### GOAL 1: Waste Reduction First

<table>
<thead>
<tr>
<th>Action Items</th>
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</thead>
<tbody>
<tr>
<td>1.T. Consider modifying the service level ordinance to allow rate structures that will incentivize recycling.</td>
</tr>
<tr>
<td>1.U. Encourage expansion of organics collection from both residential areas and large generators.</td>
</tr>
<tr>
<td>1.V. Encourage expansion of multifamily housing waste reduction and recycling programs.</td>
</tr>
<tr>
<td>1.W. Provide education and outreach to single family residents and multifamily housing about waste reduction, reuse, and recycling information through various methods.</td>
</tr>
<tr>
<td>1.X. Consider establishing waste diversion and reduction specifications for County projects or construction.</td>
</tr>
</tbody>
</table>
### GOAL 2  
Efficient Services

Research, evaluate and implement solid waste services to better serve customers.

<table>
<thead>
<tr>
<th>Action Items</th>
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<tbody>
<tr>
<td><strong>2.A.</strong> Expand the HHW hours of access.</td>
</tr>
<tr>
<td><strong>2.B.</strong> Remove or increase limits of HHW quantities for non-business customers.</td>
</tr>
<tr>
<td><strong>2.C.</strong> Evaluate small quantity generator services at SCRSWS-owned facilities.</td>
</tr>
<tr>
<td><strong>2.D.</strong> Evaluate facility capacity and needs for regional growth for both residential and commercial customers with regards to all services and programs.</td>
</tr>
<tr>
<td><strong>2.E.</strong> Maintain and/or increase the safety of transfer stations for those working at the site, regularly or temporarily, and all visitors through implementing traffic safety measures, installing surveillance cameras or other actions.</td>
</tr>
<tr>
<td><strong>2.F.</strong> Work with regional stakeholders to find sustainable material management solutions for challenging materials, e.g. animal parts, shingles, asbestos.</td>
</tr>
<tr>
<td><strong>2.G.</strong> The County and City of Spokane will continue to monitor research and investigate alternatives that utilize the Waste to Energy facility’s ash.</td>
</tr>
<tr>
<td><strong>2.H.</strong> Create outreach materials on proper handling and disposal of different miscellaneous wastes. This can be done in collaboration with partnering agencies and organizations.</td>
</tr>
<tr>
<td><strong>2.I.</strong> The County will continue to coordinate with SRHD in the distribution of educational materials for correct management of medical waste and toxic waste generated by residents.</td>
</tr>
<tr>
<td><strong>2.J.</strong> Continue to review current emergency debris response plan and coordinate with appropriate agencies or organizations in the event of implementation.</td>
</tr>
<tr>
<td><strong>2.K.</strong> Continue to allow the private sector to manage and dispose of paper sludge wastes, contaminated soils, and other such miscellaneous wastes, with emphasis in reduction and recycling when feasible.</td>
</tr>
</tbody>
</table>
## GOAL 2
### Efficient Services

<table>
<thead>
<tr>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.L. Consider implementing programs to reduce tire waste (e.g., purchasing programs for recycled tire products, consumer information on tire lifecycle costs, etc.).</td>
</tr>
<tr>
<td>2.M. Coordinate tire disposal funding and events when feasible.</td>
</tr>
<tr>
<td>2.N. Expand transfer station hours of access.</td>
</tr>
<tr>
<td>2.O. Consider/evaluate need for construction and demolition (C&amp;D) disposal operation, source separation activities, or separate fees.</td>
</tr>
<tr>
<td>2.P. Add a HHW reuse table.</td>
</tr>
<tr>
<td>2.Q. Evaluate cost-saving measures for administration and operations.</td>
</tr>
<tr>
<td>2.R. Implement separate fees for tires, appliances, mattresses, and other miscellaneous waste streams.</td>
</tr>
<tr>
<td>2.S. Provide assistance in unloading to customers with disabilities upon request.</td>
</tr>
<tr>
<td>2.T. Investigate and implement a waste monitoring program that would measure waste characterization, customer demographics and satisfaction to determine changing customer needs and how the SCRSWS can operate the transfer stations effectively.</td>
</tr>
<tr>
<td>2.U. Evaluate methods for modified operations in concurrence with emergency management plans that may decrease accessibility to programs and services.</td>
</tr>
<tr>
<td>2.V. Consider purchasing useful promotional items and other incentives to increase awareness about SCRSWS programs and services (e.g., the Load Warrior Campaign).</td>
</tr>
<tr>
<td>2.W. Continue to assess costs and logistics of current disposal practices and impacts on regional economy and community.</td>
</tr>
<tr>
<td>2.X. Assess options for long hauling waste to alternate disposal sites as necessary.</td>
</tr>
<tr>
<td>2.Y. Encourage expansion of organics collection from both residential areas and large generators.</td>
</tr>
<tr>
<td>2.Z. Re-evaluate minimum service level ordinance on an annual basis.</td>
</tr>
<tr>
<td>2.AA. Consider the implementation of a solid waste district in densely populated unincorporated areas of Spokane County for mandatory collection.</td>
</tr>
</tbody>
</table>
## GOAL 3 Adequate Funding

Create a sustainable funding mechanism for SCRSWS comprehensive planning, capital improvements, and post closure activities.

<table>
<thead>
<tr>
<th>Action Items</th>
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</thead>
<tbody>
<tr>
<td>3.A. Investigate County-wide finance mechanisms that are equitable to all county residents and that will enable an equitable long-term funding mechanism for SCRSWS-owned closed landfills.</td>
</tr>
<tr>
<td>3.B. Maintain a timeline for equipment replacement and preventative maintenance at facilities.</td>
</tr>
<tr>
<td>3.C. Budget for sustained services and capital improvements.</td>
</tr>
<tr>
<td>3.D. Support legislation that improves state funding mechanisms with regards to local solid waste programs.</td>
</tr>
<tr>
<td>3.E. Conduct business and programs within the SCRSWS that are fiscally responsible.</td>
</tr>
</tbody>
</table>
### GOAL 4

**Sustainable Materials Management**

**Build a new foundation for the future of managing our waste that integrates sustainable materials management.**

<table>
<thead>
<tr>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.A.</strong> Support efforts, legislation, and policies when feasible and beneficial to our local community’s economy and/or health in regard to: life cycle assessment, Zero Waste, Extended Producer Responsibility (EPR), and local industrial symbiosis and circular economy projects and programs.</td>
</tr>
<tr>
<td><strong>4.B.</strong> Create a decision-making framework to make informed decisions regarding sustainable materials management composed of elements from: the Center for Sustainable Infrastructure’s (CSI) Five Big Goals for 2040, recommendations from research and policies from Washington state solid and hazardous waste plan, Oregon Dept. of Environmental Quality, the EPA’s Non-Hazardous Materials and Waste Management Hierarchy, and other sources.</td>
</tr>
<tr>
<td><strong>4.C.</strong> Use information from solid waste life cycle assessments (LCA) to change the mindset and behavior of consumers towards the least environmentally impactful choices surrounding solid waste. Share this information through various outreach and education methods.</td>
</tr>
<tr>
<td><strong>4.D.</strong> Calculate and track annual greenhouse gas emissions and other environmental impacts of local operations and disposal to use as a tool for consideration in solid waste management decisions.</td>
</tr>
<tr>
<td><strong>4.E.</strong> Create recommendations to reduce impacts on our community and environment and, where feasible, implement recommendations.</td>
</tr>
<tr>
<td><strong>4.F.</strong> Ensure that programs, policies, and management decisions are in compliance with regulations and fulfill required regulatory criteria.</td>
</tr>
<tr>
<td><strong>4.G.</strong> Support efforts locally for industrial symbiosis and circular economy projects and programs.</td>
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</tbody>
</table>
GOAL 5: Enforcement

Continue an enforcement program for flow control, litter, unsecured loads, illegal dumping, nuisances, and other enforceable criteria.

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<thead>
<tr>
<th>Action Items</th>
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</thead>
<tbody>
<tr>
<td>5.A. Create an outreach program for businesses and other waste generators that are participants in the SCRSWS, explaining proper disposal practices, locations, and available solid waste programs (e.g., litter removal).</td>
</tr>
<tr>
<td>5.B. Create a task force on enforcement between the County Sheriff's Dept, Regional Health District, SCRSWS, and others as appropriate.</td>
</tr>
<tr>
<td>5.C. Share costs between task force members to allocate funding for an enforcement position.</td>
</tr>
<tr>
<td>5.D. Deter illegal dumping through proper signage, neighborhood clean-up days, security cameras, etc.</td>
</tr>
<tr>
<td>5.E. Pursue funding for clean-up events that benefit underserved populations.</td>
</tr>
<tr>
<td>5.F. Work with the member jurisdictions to improve coordination regarding cleanup of illegal dumping sites, education, and prevention programs.</td>
</tr>
<tr>
<td>5.G. Continue focusing litter clean-up crew work within SCRSWS jurisdictions and evaluate avenues to increase the program.</td>
</tr>
<tr>
<td>5.H. Evaluate reduced disposal costs for illegal dump clean-up projects within SCRSWS member jurisdictions.</td>
</tr>
<tr>
<td>5.I. Ensure the SCRSWS is within compliance with local and state regulations.</td>
</tr>
<tr>
<td>5.J. Coordinate with neighboring counties regarding enforcement issues.</td>
</tr>
<tr>
<td>5.K. Evaluate County code and ordinances with regards to solid waste enforcement issues.</td>
</tr>
</tbody>
</table>
Plan for and provide solid waste services and programs in collaboration with state agencies and other organizations.

<table>
<thead>
<tr>
<th>Action Items</th>
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</thead>
<tbody>
<tr>
<td><strong>6.A.</strong> Participate actively within the Washington Association of County Solid Waste Managers (WACSWM) to collaborate on research and ideas, work toward consistent standards, policies and programs across the state, give voice to local governments, and evaluate the impact of legislation presented in Olympia on County solid waste programs and services.</td>
</tr>
<tr>
<td><strong>6.B.</strong> Develop and promote waste reduction and diversion messages to residents through partnerships with local and regional stakeholders, i.e. The Waste Reduction Communications Team.</td>
</tr>
<tr>
<td><strong>6.C.</strong> Create a brochure and/or video for elected officials that explains how the Spokane County Regional Solid Waste System (SCRSWS) operates and the system's needs and capacities.</td>
</tr>
<tr>
<td><strong>6.D.</strong> Provide training for employees and partner organizations so that residents are well informed about SCRSWS services.</td>
</tr>
<tr>
<td><strong>6.E.</strong> Continue partnership and funding for Spokane River Forum and the Spokane County Waste and Recycle Directory.</td>
</tr>
</tbody>
</table>
## GOAL 7  Social Equity

Provide equitable solid waste services, opportunities, outreach, and resources for our community.

<table>
<thead>
<tr>
<th>Action Items</th>
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</thead>
<tbody>
<tr>
<td>7.A. For ANY action within this plan, social equity will be considered before implementation.</td>
</tr>
<tr>
<td>7.B. Determine what the biggest solid waste hurdles are for underserved populations and prioritize education and outreach to help overcome identified hurdles.</td>
</tr>
<tr>
<td>7.B.i. Establish a “Waste Ambassador” program that trains members within underserved populations to provide waste reduction education and outreach to their community in meaningful and culturally relevant ways.</td>
</tr>
<tr>
<td>7.B.ii. Trans-create transfer station flyers into languages used in the Spokane area, such as Spanish, Russian and Ukrainian, and proactively offer flyers to customers.</td>
</tr>
<tr>
<td>7.C. Evaluate and implement an effective low-income assistance program for solid waste services.</td>
</tr>
<tr>
<td>7.D. Evaluate and implement household hazardous waste collection services for elderly or vetted individuals that cannot access transfer stations.</td>
</tr>
<tr>
<td>7.E. Prioritize education and outreach into underserved populations within our community to determine what their biggest hurdles are regarding sustainable materials management and find solutions to overcome identified hurdles.</td>
</tr>
<tr>
<td>7.F. Provide training for employees and partner organizations so that residents are well informed about SCRSWS services.</td>
</tr>
<tr>
<td>7.G. Incorporate provisions regarding wages, benefits, workforce diversity and career pathways into public sector solid waste investments, operations contracts, franchises, licenses and other procurement and regulatory instruments.</td>
</tr>
<tr>
<td>7.H. Advocate for multiple sizes of curbside service containers for individuals that struggle with physically maneuvering large carts, e.g. Organics and Recycling carts. Collaborate with stakeholders to provide additional resources to multi-family properties for sustainable materials management.</td>
</tr>
<tr>
<td>7.I. Work with County solid waste employees, Human Resources, and thought leaders to understand what types of equity and social justice training is most appropriate to aid staff in advancing their skills based on their work assignments and current experiences. Identify resources for providing the training and work with County leadership to establish a training schedule.</td>
</tr>
</tbody>
</table>
**GOAL 8**

Moderate Risk Waste Reduction

**Emphasize protection of our sole source aquifer and promote stewardship and reduction of solid waste and toxic waste.**

<table>
<thead>
<tr>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.A. Provide technical assistance to businesses regarding MRW through consulting or through partnerships with local agencies and organizations such as Local Source Control, the Spokane River Forum’s EnviroCertified program and the Spokane Aquifer Joint Board.</td>
</tr>
<tr>
<td>8.B. Continue efforts to increase public awareness on proper handling and disposal of MRW and use of alternative products through partnerships with local agencies and organizations such as Local Source Control, the Spokane River Forum, and the Spokane Aquifer Joint Board.</td>
</tr>
<tr>
<td>8.C. Provide residents with the ability to drop off 5 gallons of used oil per household per operating day, consistent with RCW 70A.224.030.</td>
</tr>
<tr>
<td>8.D. All uncontaminated used oil collected at MRW permanent collection sites is sent to be re-refined.</td>
</tr>
<tr>
<td>8.E. Offer periodic collection events for residents in rural areas of the County when feasible.</td>
</tr>
<tr>
<td>8.F. Evaluate and implement toxic reduction strategies at the point of purchase by working with consumers and retailers.</td>
</tr>
<tr>
<td>8.G. Continue to collect residential MRW at system facilities.</td>
</tr>
<tr>
<td>8.H. Increase services of MRW at system facilities (hours, quantities, business assistance).</td>
</tr>
<tr>
<td>8.I. Support implemented State product stewardship programs through outreach and education.</td>
</tr>
</tbody>
</table>
Appendix E

Facility Siting
Appendix E

Facility Siting

The geographic area of Spokane County covers approximately 1,765 square miles and lies at the northeast corner of the Columbia Plateau (see Exhibit E.1). Spokane County is situated midway between Canada to the north and the State of Oregon to the south. Neighboring Washington State counties include Whitman County to the south, Lincoln County to the west, and Stevens and Pend Oreille to the North. The State of Idaho lies to the east. Neighboring Idaho counties include Kootenai and Benewah Counties.
E.1 TOPOGRAPHY

The topography of Spokane County ranges from its lowest elevation of 1,534 feet above sea level along the Spokane River to Mount Spokane at 5,878 feet above sea level. The Spokane River, which originates at Lake Coeur d’Alene in Idaho, flows primarily east to west through Spokane County in the wide depression of land that forms the Spokane Valley. A drop of 134 feet in the river, known as the Spokane Falls, marks the beginning of a shift in the river’s flow to a northwesterly direction. Another drop of 240 feet occurs at the confluence with the Little Spokane River, where the topography changes to a deep gorge-like valley bordered by prominent cliffs and terraces.

To the north and west of the Valley, there are several mesas that rise 400 to 500 feet above surrounding lands. These mesas range between 2,300 and 2,450 feet above sea level. The northeastern portion of Spokane County is a bedrock highland that includes Mount Spokane and surrounding peaks.

Much of the topography of the southwestern part of Spokane County consists of southwest-trending channels eroded into the basalt plateau, known as the channeled scablands. Topography in the south and southeast consists of relatively flat basalt plateaus. However, various peaks are found in this area, with Mica Peak rising to 5,205 feet above sea level.

E.2 CLIMATE

Spokane County’s climate is derived from oceanic, continental, and mountain influences. To the west, the Cascade Mountains limit the movement of cool marine air into the area. The Rocky Mountains to the east and north protect Spokane County from most of the cold air masses that move across Canada in the winter. Summer weather is generally dry, sunny, and warm, with cool nights. Winters are fairly cool, with temperatures often below freezing and limited precipitation.

Average meteorological data compiled from 1981 to 2010 are shown in Exhibit E.2. Most of Spokane County’s precipitation occurs between October and March. Sub-zero temperatures and disabling snowfalls are not common. Winds are predominately out of the southwest, with an average wind velocity of 8 mph.
E.3 AIR

Because of topographic and climatic conditions, Spokane County can suffer from significant seasonal fine particulate air-pollution problems. Frequent temperature inversions and stable air conditions cause air pollutants to accumulate in the Spokane Valley basin. These conditions are most persistent in fall and winter. Spring and summer inversions are more frequent but shorter in duration. Wood stoves are used widely in Spokane County, and contribute greatly to the air pollution problem. Burning bans are mandated when pollution is trapped in the Spokane Valley and the air quality is deemed impaired by Ecology or Spokane Regional Clean Air Agency (SRCAA). Burning of grass and other agricultural fields are tightly controlled by Ecology and SRCAA—agencies that issue permits on a limited basis because of the detrimental effect on air quality.

The primary source of carbon monoxide (CO) in the atmosphere is gasoline-powered motor vehicles. Other sources include heating and power generation from natural gas and wood heat for residential, commercial, or industrial uses. Topographic conditions restrict the movement of air and pollutants out of the Spokane Valley basin and further complicate the inversion problems. Portions of Spokane County have been designated as non-attainment areas for particulates less than 10 microns in diameter (PM10).

E.4 WATER

The surface waters of Spokane County include the Spokane River and its tributaries, in addition to smaller streams and lakes. These lakes are located in the southwestern and central eastern portions of Spokane County. Lakes include Medical Lake in the southwest
quadrant of the county, Newman Lake and Liberty Lake, located near the east central section of Spokane County, and Eloika Lake along the northern border. In all, lakes cover approximately 5,646 acres of Spokane County.

Most surface water in Spokane County is considered unfit for domestic use. The area’s lake and pond water quality is adversely affected by the land-locked conditions of most ponds and lakes—human activity along waterbodies, runoff from agricultural fields, and the discharge of sewage effluent. Furthermore, water quality necessary to sustain fish has become a concern for the Spokane River and its tributaries. Heavy metals released by historic mining operations in the Coeur d’Alene Basin persists in Spokane River sediment and poses environmental and health concerns. Groundwater is used for drinking supplies.

There are four distinct groundwater zones present in Spokane County: (1) the Spokane-Rathdrum Zone, (2) the Sand and Gravel Zone, (3) the Basalt Zone, and (4) the Metacomplex Zone. The Spokane-Rathdrum Aquifer was designated as a sole-source of water supply for the Spokane-Coeur d’Alene area by the United States Environmental Protection Agency (EPA) in 1978.

A designation was established for the area within which activities could affect the aquifer water quality. Various cities and the County have implemented land use practices with the purpose of protecting water resources affected by their jurisdictions including the construction of a WTE facility in lieu of any future MSW landfills. Aquifer recharge occurs all along the Spokane River in the eastern Valley where the elevation of the river is above the water surface elevation in the aquifer. There is evidence of aquifer-river interchange downstream from the recharge section to Spokane Falls in the City of Spokane. Because of population growth and increased development, aquifer quality and capacity concerns have developed in the region, making it more difficult to obtain water rights.

**E.5 LAND USE**

The City of Spokane is the second largest city in the state and is a regional transportation, financial, health care, and cultural center for the Inland Northwest (defined to include eastern Washington, northern Idaho, western Montana, northeast Oregon, and southeast British Columbia). The City of Spokane is becoming an area dominated by employment in personal services and government, with a high representation of employment in social services, hospitals, and health. Spokane has evolved into the medical, retail, and services center for the entire Inland Northwest. Both wholesale and retail trades are growing in this area. In addition, technical firms are moving into the area and existing facilities are expanding to accommodate growth in this market.

The County supports other large industries including agriculture, wood products, and tourism. Education also forms a significant part of the county’s economic base because of the local universities (Eastern Washington University, Washington State University, Gonzaga University, Whitworth College) and community colleges. The top employment sectors include government agencies, health care services, accommodations, and manufacturing.

The County’s primary developed area extends from the City of Spokane metropolitan area to the east along Interstate 90 to the Washington-Idaho border, across the central part of the
County. The major commercial uses in the County are centered in the City of Spokane and spread outward, mainly along Division Street to the north and Sprague Avenue to the east. Industrial uses are primarily found east of the City of Spokane boundaries between Trent and Sprague Avenues.

There are some large industrial developments to the north in the Mead area (closed Kaiser Aluminum site), west in the West Plains area and in the north east area of the City of Spokane. Furthermore, Fairchild Air Force Base employs thousands of people who travel from the base to other areas in Spokane County on State Route 2 and contributes to the economic vitality of the region.

E.6 TRANSPORTATION

Spokane County’s existing transportation system is composed of roadways, public transportation, trucking, air, and rail and bus lines. These modes of transportation accommodate both the movement of goods and personal travel. The county is served by several small-sized airports in addition to larger airports at the Spokane International Airport, in the west portion of Spokane County. Burlington Northern Railroad serves the county and handles all types of commodities; rail passenger service is provided by Amtrak. Greyhound is the largest bus service available. Numerous trucking firms provide inter- and intra-state hauling services. No ship or barge facilities are available because of the county’s inland location.
Appendix F

Jurisdiction Specific Waste Reduction Programs
Appendix F

Jurisdiction Specific Waste Reduction Programs

Some member jurisdictions offer waste reduction programs to their residents that are in addition to those provided by the SCRSWS, or at the SCRSWS-designated facilities, or are additional to the solid waste services provided in contracts between a city and a private hauler. The most common programs are outlined in Table F.1.
Table F.1. Common Waste Reduction Programs Offered by Jurisdictions

<table>
<thead>
<tr>
<th>Programs</th>
<th>Airway Heights</th>
<th>Deer Park</th>
<th>Fairchild AFB¹</th>
<th>Fairfield</th>
<th>Latah</th>
<th>Medical Lake</th>
<th>Millwood</th>
<th>Rockford</th>
<th>Spangle</th>
<th>Spokane²</th>
<th>Waverly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Bill Inserts: Print &amp; Stuff Envelopes</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td></td>
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<tr>
<td>Utility Bill Inserts: Stuff Envelopes Only</td>
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<tr>
<td>Organics: Seasonal Dumpster Provided by Jurisdiction</td>
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<tr>
<td>Organics: Fall and/or Spring Organics Collection</td>
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<tr>
<td>Organics: Chipping Events³</td>
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<tr>
<td>Organics: Compost Facility</td>
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<tr>
<td>Recycling: Source Separated Dumpsters Provided by Jurisdictions</td>
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<tr>
<td>Recycling: Comingled Dumpsters Provided by Jurisdiction⁴</td>
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</tbody>
</table>

¹More information about FAFB’s programs can be found in section F.1
²More information about the City of Spokane’s programs can be found in section F.2
³Chipping events for Fairfield, Latah and Waverly are outlined in a cost-share agreement with Spokane County due to the cities’ distance from SCRSWS-designated facilities.
⁴Comingled dumpsters for Fairfield, Latah and Waverly are outlined in a cost-share agreement with Spokane County due to the cities’ distance from SCRSWS-designated facilities.
**F.1 City of Airway Heights**

**OPERATIONAL PROGRAMS**
The City of Airway Heights offers free trips to the WTE for organics and waste to its residents four times per year in coordination with Waste Management. To promote this program, educational flyers are directly mailed to residents. Airway Heights pays for the disposal costs of this program in close coordination with the WTE.

**WASTE REDUCTION PROGRAMS**
The City of Airway Heights directly mails or emails a waste reduction and recycling guide sent via Waste Management to all Airway Heights customers once per year. Airway Heights has a specific page at wmnorthwest.com for their residents and businesses to receive updated information on collection services and frequently asked recycling questions.

**F.2 City of Deer Park**

**WASTE REDUCTION PROGRAMS**
The City of Deer Park directly mails or emails a waste reduction and recycling guide sent via Waste Management to all Deer Park customers once per year. Deer Park has a specific page at wmnorthwest.com for their residents and businesses to receive updated information on collection services and frequently asked recycling questions.

**F.3 Fairchild Air Force Base**

**FACILITIES**

**Recycling Center**
Fairchild Air Force Base (Fairchild) operates a Recycling Center, which has the equipment necessary to process and store materials recycled on base. The Recycling Center has a drop-off area open 7 days a week, 24 hours a day, and is available for use by all individuals that have access to the base. Customers are asked to separate their recyclables and place them in the appropriate containers. The base recycling contractor collects, transports, processes, and stores recyclable materials from all non-residential areas on the base until they are sold to private recycling centers.

Items currently accepted at the Recycling Center include:

- Cardboard
- Newspaper
- Magazines and catalogs
- Paper products
- Certain plastic bottles and jugs
- Steel and aluminum cans
WASTE REDUCTION PROGRAMS

Recycling Collection Program
Fairchild Air Force Base has a comprehensive recycling program that includes collection from residential areas and central collection points within non-residential areas. Under housing privatization, the privatization contractor is responsible for the collection of refuse, recycling, and yard waste in accordance with their lease agreement and all applicable regulations. A variety of containers for recyclable materials (desk side containers, cardboard cages, containers for paper, cans, plastic, etc.) are located at all Fairchild offices and shops (including office buildings, industrial areas, dormitory housing, food service areas, medical facilities, and recreation areas). Recyclable materials are generated by Department of Defense (DoD) employees, contractors, associate organizations, and anyone else with base access. Each office and shop is responsible for placing bagged recycled materials at their building’s designated central collection point(s). The Recycling Center contractor performs weekly or as-needed pick-up of the materials from these central collection points and transports them to the Recycling Center for processing. Other materials (e.g., scrap metal, Commissary and Base Exchange cardboard, tires, etc.) are collected through various base organizations.

Park and Event Recycling
Fairchild has outdoor recycling units at several locations throughout the base including parks, baseball fields, and the “FAMCAMP” recreational vehicle park area. For major picnics and events, portable recycling containers are used to supplement the permanent outdoor containers.

Operational Programs
At Fairchild Air Force Base, source reduction is encouraged through a wide variety of venues and educational efforts targeted to base personnel.

Operational Programs include:

- The Department of Defense reuse and reutilization program which ensures all serviceable equipment, materials and other items are reused to the maximum extent possible
- A moving box reuse/exchange program
- Pallet reuse
- Operation of a thrift shop and “Airman’s Attic” used by military personnel
- Commissary food donations to local food banks.
- Grasscycling
- Construction and demolition recycling to the maximum extent possible by C&D contractors and in-house C&D projects

Educational Programs
Fairchild offers many recycling education and outreach programs targeted to base personnel that include, but are not limited to: periodic articles in the base electronic newsletter, a variety of briefings to facility managers, unit environmental coordinators, and base leadership, distribution of an environmental brochure to all base employees, recycling
brochures made available to all base organizations, monthly briefings to all new employees to the base, informational booths set up at various base and community functions, and other miscellaneous programs.

**MONITORING AND MEASUREMENT**
Fairchild Air Force Base maintains records of its waste collection and recycling programs.

**F.4 City of Spokane**
The City of Spokane provides an integrated waste reduction outreach program for its residents and businesses that focuses on four main areas: school and youth education, public outreach, coalitions with other entities, and business and institution education and consultation. Spokane solid waste education staff provides waste reduction and recycling education programs in partnership with the SCRSWS as well as other environmental entities in Spokane County. The City of Spokane also has a Public Infrastructure, Environment, and Sustainability Committee, of which a Sustainability Action Subcommittee hosts a workgroup dedicated to exploring efficiencies in managing waste and recycling.

**SCHOOL AND YOUTH EDUCATION**

**Public and Private Schools**
Since 1989, Spokane has sponsored waste reduction assembly and classroom programs for the K-16 school population. The programs are accompanied by student take-home pieces and teacher curriculum materials. Solid Waste Educators also work with local schools and with the Educational Service District 101 to provide waste and energy-related continuing education to teachers through workshops and conferences.

**Other Youth Activities**
In addition to classroom presentations and support of all school programs that promote waste reduction, reuse, and recycling, presentations are given to Boy and Girl Scouts, Campfire USA, Ecology Youth Corps, childcare programs, church youth groups, homeschool groups, and other youth venues that operate within the City of Spokane. Furthermore, the City of Spokane’s educational tour program at the WTE Facility is available for interested teachers and groups. The tour program emphasizes waste reduction and recycling and includes related curriculum materials aligned to Washington State Learning Standards to help teachers integrate waste reduction lessons into their curriculum.

**PUBLIC OUTREACH**

**Printed Materials**
The City’s Solid Waste Department produces numerous informational brochures of its own and distributes waste reduction information at Spokane City Hall and other Spokane municipal facilities such as Spokane public libraries and community centers. Information is also made available at public events such as neighborhood block parties and in utility bill inserts. The contents of the brochures cover general waste reduction, reuse, and recycling activities, mulching, composting, curbside recycling, use of County facilities, HHW, plastics recycling, and private drop-off recycling opportunities.
Solid Waste Website
The City of Spokane maintains a solid waste homepage (my.spokanecity.org/solidwaste/) that is updated regularly to provide current information about City of Spokane waste reduction services, facilities, events, and opportunities.

COALITIONS WITH OTHER ENTITIES
The city of Spokane’s Solid Waste Department is involved in many programs with other government and business entities promoting waste reduction and sustainable lifestyle choices. Additional to the partners already listed in the Programs section, the City of Spokane works with the entities and/or programs described below.

Eastern Washington Regional Science and Engineering Fair
EWRSEF is attended by middle and high school students selected to share their research projects through oral presentations and posters (ewrsef.org). Spokane works in partnership with other local agencies such as Spokane Clean Air, Spokane County Water Quality Program, WA Department of Ecology, Spokane County Conservation District, Educational Services District 101, and the National Weather Service. Regional educators are encouraged to incorporate environmental education into their curriculums by involving their students in this competitive event. Business sponsors are solicited to donate cash rewards for student presentations and school science departments.

EarthGen
EarthGen is a statewide program that supports schools in achieving their sustainability goals through curriculum, resources and recognition. The City of Spokane supports the organization and its local teacher development efforts, especially its certification program dealing with waste reduction and recycling. Learn more at earthgenwa.org.

BUSINESS AND INSTITUTIONAL EDUCATION
The City of Spokane’s Solid Waste Department provides waste consultations to businesses upon request. Consultations usually include an assessment of opportunities to reduce waste, increase recycling, and “right-size” dumpsters to avoid unnecessary disposal costs. In-house educational services are also offered to help staff with container placement, signage and staff messaging.

NEIGHBORHOOD CLEAN UPS
The City of Spokane provides semi-annual clean up opportunities to each of its twenty-nine neighborhoods. These opportunities take the form of either neighborhood drop off events for large bulky wastes, organics, recycling and HHW, or dump passes which allow the resident to dispose one load of waste at the WTE Facility for free.

SUPPORT OF LOCAL EVENTS
The City of Spokane Solid Waste Department assists local events with their disposal needs. Large community events like Hoopfest and Bloomsday receive personalized disposal and waste reduction assistance to encourage events to be as low waste producing as possible and to be a model for other events to emulate. The Spokane River Clean-Up and community clean up days have also been supported by the solid waste department.
Appendix G

Inventory of Dangerous Waste Generators and Handling Facilities
## Appendix G

### Inventory of Dangerous Waste Generators and Handling Facilities

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LQG = Large Quantity Generator  
MQG = Middle Quantity Generator  
SQG = Small Quantity Generator  
XQG = Generated Haz Waste in the past - but not in most recent reporting period
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Appendix H

Plan Update Process
Appendix H

Plan Update Process

The 2021 Plan update process began by soliciting and hiring a consultant (Great West Engineering) to complete the update as a planning team with SCRSWS staff. Once a consultant was chosen, the update process was initiated with a SWAC meeting. During the SWAC meeting, a planning subcommittee was formed to work as part of the planning team throughout the update process. SWAC membership represents citizens, business, the waste management industry, local elected public officials, and public interest groups and is shown in Table H.1. Because some SWAC members’ terms expired during the Plan update process, both recent and current SWAC members are shown in Table H.1. This table also indicates which SWAC members comprised the planning subcommittee.

Table H.1. SWAC and Subcommittee Members

<table>
<thead>
<tr>
<th>SWAC Member</th>
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<th>Plan Subcommittee</th>
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<tr>
<td>Josh Kerns</td>
<td>Spokane County</td>
<td>No</td>
</tr>
<tr>
<td>Karen Stratton</td>
<td>City of Spokane</td>
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<tr>
<td>Shaun Culler</td>
<td>City of Millwood</td>
<td>Yes</td>
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<tr>
<td>Kevin Anderson</td>
<td>City of Airway Heights</td>
<td>No</td>
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<tr>
<td>Rebecca Johnson</td>
<td>City of Spangle</td>
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<tr>
<td>Philip Small</td>
<td>Agriculture Interest</td>
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<tr>
<td>Matthew Pederson</td>
<td>Waste Industry</td>
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<tr>
<td>Erik Makinson</td>
<td>Recycling Industry</td>
<td>No</td>
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<tr>
<td>Bruce Williams</td>
<td>Health District</td>
<td>No</td>
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<tr>
<td>Tonilee Hanson</td>
<td>Public Interest</td>
<td>Yes</td>
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<tr>
<td>Eric Cultum</td>
<td>Business</td>
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<tr>
<td>Kimberly Kreber</td>
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<tr>
<td>Isaiah Paine</td>
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<tr>
<td>Andy Hoye</td>
<td>Citizen At Large District #2</td>
<td>Yes</td>
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<tr>
<td>Suzanne Tresko</td>
<td>Citizen At Large District #3</td>
<td>Yes</td>
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</table>
The subcommittee met with the planning team as needed for the duration of the plan update process. The subcommittee then reported back to the SWAC on the progress of the plan update. Overall, the subcommittee met eight times during the process. The dates of these meetings as well as the SWAC meetings are shown in Table H.2, and the notes from each meeting are provided in Section H.1.

### Table H.2. Meeting Dates

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<td>March SWAC Meeting</td>
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</table>

The first step after forming the full project team was to hold a vision setting workshop where the team worked in unison to determine the priorities of the SCRSWS and develop a vision statement based on those priorities. The vision statement was then used as a guiding principle for the Plan. The next step in the update process included a complete reorganization of the Plan. The goal for the plan reorganization was to create a plan that was useable and easily referenced. After the initial reorganization, a review meeting was held with Ecology to discuss the reorganization and the forthcoming plan update process.

The update continued with an iterative process of revising each of the plan sections, updating and reformatting information, taking to the SWAC subcommittee for review, and then incorporating comments and finalizing sections. A financial toolkit was created to associate costs to programs and capital improvements and was then used to prioritize goals and create the implementation plan. Upon completion of the draft Plan, a second meeting was held with Ecology to review the completeness of the Plan prior to submitting. Upon submittal of the Plan to, and review by Ecology, comments were addressed, and the plan was revised to incorporate Ecology’s comments. The Ecology comments and associated responses are provided in Section H.2.
Throughout the update process, the SCRSWS worked to involve the public through outreach by:

- Inviting members of the public to the subcommittee meetings which were accessible via virtual platforms
- Providing Plan updates in a SWMP newsletter
- Posting Plan updates, Subcommittee meeting notes and current working documents to the County SWMP website
- Providing a draft of the Plan to local industry stakeholders for their review and comment.
H.1 SUBCOMMITTEE MEETING NOTES
Spokane County
SWAC Subcommittee Meeting #4
Minutes
June 24, 2020
11am-12pm

Attendees
Suzanne Tresko, SWAC Member Marcus Cooksey, Sunshine Disposal
Andy Hoye, SWAC Member Hailie Gillette, Spokane County
Tonilee Hanson, SWAC Member Steven Gimpel, Dept. of Ecology
Eric Cultum, SWAC Member Kris Major, City of Spokane
Bruce Williams, SWAC Member Kelly Vigeland, City of Spokane
Deb Geiger, Spokane County Diane Wulf, Fairchild AFB
Steve Wulf, Sunshine Disposal Lindsay Chapman, Spokane County
Chris Averyt, City of Spokane Austin Stewart, Spokane County

Agenda:
• Introductions
• Update on SWMP progress
• Demonstration of the rate model for the transfer stations

Update on SWMP progress—Lindsay Chapman
Lindsay shared she is hoping to have a few sections and appendices of the draft Solid Waste Management Plan (SWMP) completed about a week prior to the next SWAC meeting. This would give SWAC members about one week to review the documents so meaningful discussion can happen during the July 15th SWAC meeting.
Some changes specific to the goals and recommended actions section include adding goals and recommended actions that are focused on providing access to underprivileged populations in the County for solid waste services. Examples of possibilities include options to overcome language barriers on informational documents, website accessibility, low-income disposal rates, and others.
Tonilee expressed interest in doing the same for the Waste Directory to give everyone convenient access to information. Deb shared that ideally, the plan will extend the area or options for HHW collection. Many elderly do not have a way to transport their toxics to the regional system facilities. Tonilee mentioned that this indeed was a service provided by Spokane Joint Aquifer Board in the past.

Excel based rate model for the Transfer Stations—Deb Geiger
Deb presented a new rate model that is being developed for transfer station business management at County facilities. The new model included an updated dashboard that presents the information graphically so it’s easier to quickly interpret. The model will mainly be used as a tool for forecasting for County solid waste staff.
Andy asked when the SWAC might see real numbers as Deb had presented the model using ballpark figures during the demonstration. Deb replied that she will be working with the model over the next few months to give SWAC a budget preview that will include actual numbers.
Q&A

- Andy asked if the SWMP Update was still on track. Lindsay replied that delays attributed to COVID had set the project back by about a month. Originally the project had an aggressive 19-month long project timeline, but a more realistic timeline may be 20-21 months.

- Andy asked about national or regional impacts of COVID-19 on the solid waste industry. Deb shared that the Transfer Stations have seen a large increase of self-haul customers during the COVID-19 pandemic. Commercial volumes went down everywhere, but residential volumes increased. Steve Wolf shared that haulers have seen a large increase in curbside tonnage which can have a negative effect on haulers with contracts because they budgeted for a lower average tonnage per customer. Haulers have also seen a decrease in commercial tonnage and service frequency which has meant lower revenue on both residential and commercial markets during the pandemic.

- Suzanne asked if anybody knew if organic tonnages heading to Barr-Tech have increased. Deb commented that the County transfer stations have seen an increase in clean green, year to date.

With no further business, the meeting adjourned at 11:32 a.m.
Spokane County
SWAC Subcommittee Meeting #9
Minutes
February 23, 2021
1-3pm

Attendees
Suzanne Tresko, SWAC Member
Tonilee Hanson, SWAC Member
Deb Geiger, Spokane County
Lindsay Chapman, Spokane County
Chris Averyt, City of Spokane
Andy Hoye, SWAC Member
Matthew Pederson, SWAC Member
Austin Stewart, Spokane County
Marcus Cooksey, Sunshine Disposal and Recycling
Phil Small, SWAC Member
Erik Makinson, Resource Synergy
Diane Wulf, Fairchild Airforce Base
Heather Church, Dept. of Ecology

Agenda
1. Review and provide feedback on new sections:
   a. Contamination Reduction and Outreach Plan
   b. Appendix J: Jurisdiction Specific Waste Reduction Programs
2. Plan timeline update

Contamination Reduction and Outreach Plan
- Lindsay acknowledged the work done by Suzanne Tresko and Andy Dunau in authoring this section.
- Tonilee asked if this group would be reviewing the Programs section during this meeting and Lindsay responded that it was an attachment to provide context for the CROP and Appendix J.
- Tonilee wanted to remind everyone that the CROP will sit at the end of the Programs section.
- Lindsay asked the meeting attendees if it would be helpful to briefly review the contents of the Programs section and several attendees said yes. Lindsay quickly reviewed the contents of the Programs section and asked for any feedback on the CROP document.
- Andy asked about goals in 6.3 and wondered if there was a way to know if there is a change in waste reduction as a result of those goals and outreach methods.
- Lindsay responded that it can be difficult to know the exact change in behavior from outreach methods but there are metrics associated with different types of outreach, such as click through rates for social media ads, or listener rates for radio ads.
- Tonilee added that in the Waste Directory they can use Google Analytics to determine website hits for specific marketing campaigns around what to do with specific materials.
• Suzanne asked if there was still ongoing MRF audits to see the effectiveness of some of the lid-lift cart tagging education and outreach? Lindsay responded that there was some MRF audits occurring, but it was grant-funded so didn’t want to label that as an ongoing activity.

• Suzanne asked if ongoing education and outreach is going to be a key factor in reduction contamination in the recycling stream.

• Lindsay responded that education and outreach will always be a key component in reducing contamination and getting residents to recycle right. Identifying what types of information residents pay attention to will continue to be the most difficult part of education and outreach.

• Andy noted that it was interesting to see that the inbound cost of contamination is 40% spent on disposing of garbage.

• Tonilee asked how much of that 40% is actually garbage versus contamination. Lindsay responded that she could look into the survey that the 40% statistic was derived from to see if there is more information available.

Appendix J: Jurisdiction Specific Waste Reduction Programs

• Lindsay noted that she will amend Table J.1 to include the Rockford compost facility.

• Suzanne asked if the reason some programs were called out later in the document was because they weren’t represented in the table. Lindsay responded with yes because some of the programs are not easily represented in a clean table without further explanation.

SWMP Timeline Update

• Lindsay to pass on last sections to Great West by 2/26.

• Great West to provide a comprehensive SWMP Draft by March 12th.

• 2-week comment period from March 15-26th

• Great West to produce a finalized draft plan by the week of April 9th

• Schedule a review meeting with Dept. of Ecology in mid-April.

• Tonilee asked that a request be made to Great West about consistent formatting of headers and fonts within the different sections.

With no further business, the meeting adjourned at 1:36pm.
Proof of discussion of Waste Reduction and Recycling elements of Plan prior to submission of Final Draft Plan.

From:  Gillette, Hailie S. <HGILLETTE@spokanecounty.org>
Sent:  Wednesday, July 13, 2022 1:26 PM
To:  Aaron Lawhead <aaronla@wcnx.org>; Tripp, Albert <ATripp@cawh.org>; Allison Kingfisher <agra461@ecy.wa.gov>; Andy Dunau <info@spokaneriver.net>; Coles, Chad <CColes@spokanecounty.org>; Chapman, Lindsay L. <LCHAPMAN@spokanecounty.org>; Averyt, Chris C <CAveryt@SpokaneCity.org>; Paine, David <DPaine@SpokaneCity.org>; Diane Wulf <diane.wulf@us.af.mil>; Dobbins, Danette <DDobbins@spokanecounty.org>; Doug Vermillion <dvermill@wm.com>; Erik Makinson <erik@resource-synergy.com>; French, Al <AFRENCH@spokanecounty.org>; Geiger, Debra <DGeiger@spokanecounty.org>; Gillette, Hailie S. <HGILLETTE@spokanecounty.org>; Heather Church <heather.church@ecy.wa.gov>; Henry Allen <hallen@spokanevalley.org>; Jesse Granado <jgranado@wm.com>; Jim Schrock <jim@earthworksrecycling.com>; John Higgins-Mayor of Medical Lake <mayor@medical-lake.org>; John Lloyd <johnl@sunshinedisposal.com>; Julia McHugh <jemchugh@hotmail.com>; Ken Gimpel <kgimpel1@wm.com>; Kevin Freeman-Mayor of Millwood <mayor@millwoodwa.us>; Kristin Nester <kristin.nester@us.af.mil>; Major, Kristine <kmajor@spokanecity.org>; latahtown@gmail.com; Clift, Lauri <LClift@spokanecounty.org>; Marc Torre <mtorre@sunshinedisposal.com>; Marcus Cooksey <mcooksey@sunshinedisposal.com>; Marsh, Claudia <CMarsh@spokanecounty.org>; Mike Noder <mike@momike.com>; Nick DiBartolo <ndibartolo@paint.org>; Quinn Gonder <quinn.gonder@wasteconnections.com>; Rockford town Clerk <townclerk@rockfordwa.com>; Voeller, Ronald <RVOELLER@SpokaneCounty.org>; Steven Gimpel <sgim461@ecy.wa.gov>; Stewart, Austin R. <ASTEWART@spokanecounty.org>; Tami Yager <tyager@wm.com>; Todd Ableman <tableman@cityofcheney.org>; Town of Fairfield <fairfieldwa@outlook.com>; Town of Waverly <waverlytown@gmail.com>; Will Flanigan <wflanigan@guildmortgage.net>
Subject:  SWAC meeting 07/20/22

TO:  SWAC Members and Interested Parties
FROM:  Chair, Shaun Culler
DATE:  July 7, 2022

The next meeting of the Solid Waste Advisory Committee will be held on Wednesday, **July 20, 2022 from 3:00 to 5:00pm** via Microsoft Teams platform (see below for dial-in phone).

**Agenda**

1.  **Roll Call and Introductions** – Chair, Shaun Culler

2.  **Approval of Minutes** – May 18, 2022 – Chair, Shaun Culler
Hello SWAC members and interested parties,

We are nearing the submission of our final comprehensive solid waste management plan. During this July SWAC meeting I’ll be addressing how we’ve incorporated waste reduction and recycling elements into our final version of the Plan. These elements haven’t changed since the draft version but we are required to discuss them in a public forum before the final submission. For reference these elements can be found in Chapter 6 of the Plan. The draft version can still be found online at: https://www.spokanecounty.org/DocumentCenter/View/42035/Spokane-County-SWMP_Compiled_Feb2022?bidId=

Thank you!

Lindsay Chapman | Project Manager
Spokane County Public Works
Environmental Services Division
509-723-9545 | lchapman@spokanecounty.org

Microsoft Teams meeting

Join on your computer or mobile app
Click here to join the meeting
Or join by entering a meeting ID
Meeting ID: 237 925 340 965
Passcode: 9eH36J
Or call in (audio only)
+1 509-703-4418,,315998940# United States, Spokane
Phone Conference ID: 315 998 940#

Hailie Gillette
Admin Support Specialist 3
Spokane County Public Works – Environmental Services Division
509-477-7523
H.2 ECOLOGY COMMENTS AND RESPONSES
2022-2027 SPOKANE COUNTY COMPREHENSIVE SOLID WASTE and MODERATE RISK WASTE MANAGEMENT PLAN (Plan)

June 25, 2022 – Department of Ecology review of February 25, 2022 Preliminary draft Plan

Steven Gimpel – Eastern Regional Planner – 509-934-5483 – steven.gimpel@ecy.wa.gov

This review is grouped into four sections

**Section A – Required revisions to meet the minimum requirements for Plan approval.**

**Section B – Recommended revisions to expand on or update information in the Plan and improve consistency with local Plans statewide.**

**Section C – Minor edits to correct typos and improve clarity and readability.**

**Section D – What to include in your final submittal packet.**

### Section A: Revisions required for Plan approval

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<thead>
<tr>
<th>Comment Number</th>
<th>Plan section – page #</th>
<th>Comment</th>
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| 1 | 5.3 – page 35 | **Disposal Contract**  
The plan references that the main disposal contracts with the Waste to Energy Facility and possibly with Republic Services for waste disposal at the Roosevelt landfill will be renegotiated during this planning period. We assume this means the current contracts will expire unless they are renegotiated. If that’s the case, please make that clear in this section, and include the year the contracts will expire.  
Under Goal 2 – Efficient Services (page D-6) one action item (2.X) is to “assess options for long hauling waste to alternate disposal sites as necessary.” Given that the County’s current disposal contracts will be expiring during the planning period, we strongly recommend there be some discussion in this section about the alternative options to the current system the County might consider, along with the criteria that would likely be used to evaluate them. Similar to Appendix K (Cheney’s Plan), it would also be helpful to see rough estimates of potential rates, as well as how any potential increases will be managed. |

Spokane County includes month and year of contract expiration with WTE for disposal.  
Spokane County includes brief discussion of alternatives for disposal and criteria that would be used in evaluation of alternatives. Additions can be found in section 5.3, page 36.
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<td><strong>From page 35:</strong> For the duration of this Plan, waste disposal is anticipated to continue in the manner described above. However, it is ultimately contingent on the disposal contracts which will be renegotiated during the timeframe of this Plan.</td>
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<td>Include section &amp; page #s if applicable</td>
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<td><strong>Plan clarity, content, and navigation</strong></td>
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<td>2</td>
<td>Title Page – other places where the full title is mentioned</td>
<td><strong>Change the Plan’s title.</strong> To bring some statewide consistency, ensure it’s clear that this is also the Hazardous Waste Plan, and make the applicable time period clearer, Ecology recommends that the title be changed to <em>Spokane County Comprehensive Solid and Hazardous Waste Management Plan – 2022 to 2027.</em></td>
<td>County declined to revise.</td>
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<td><strong>Statewide programs and regulations</strong></td>
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| 3              | Multiple sections | **Update sections related to recent state SW-related legislation: Senate Bill 5022, the Bag Ban, and Paint Stewardship.**  
Please add information into your plan detailing the various new legislation around solid waste.  
**Senate Bill 5397, RCW 70A.245 Recycling, Waste, and Litter Reduction:**  
In section 6.1, Waste Reduction and Diversion, you can add the new information about plastic packaging rules, and timelines for the bans. Update information on “Plastic Packaging Senate Bill 5397” Senate Bill 5397 precedes Senate Bill 5022 which was codified in 2021 as Chapter 70A.245 RCW Recycling, Waste, and Litter Reduction  
In addition to other regulations, this new law sets the following notable requirements:  
- **Minimum Post-Consumer Recycled Content (PCR) Requirements.** Minimum PCR content requirements are established for plastic beverage containers, trash bags, and household cleaning and personal care product containers.  
- **Expanded Polystyrene Prohibitions.** It is prohibited to sell or distribute in or into Washington three types of expanded polystyrene products: Portable containers designed for cold storage; Food service products; and Void filling packaging products. | County declined to revise. |
## Section B: Recommended revisions

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<td>These restrictions apply beginning June 1, 2023, for void filling packaging products, and June 1, 2024, for cold storage containers and food service products.</td>
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<td>- <strong>Food Service Products on Request.</strong> Beginning January 1, 2022, food service businesses may only provide single-use utensils, straws, condiment packaging, and beverage cup lids only after affirming that the customer wants the product.</td>
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<td>See additional <a href="#">Information on SB 5022</a></td>
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<td><strong>Single-use plastic bag ban:</strong></td>
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<td>Update section 6.1 to also include information about the statewide bag ban that went into effect on October 1st, 2021.</td>
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<td>- Change “Senate Bill 5323” to RCW 70A.530: <a href="#">Chapter 70A.530 RCW: CARRYOUT BAGS (wa.gov)</a></td>
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<td>- Information on Washington’s single-use plastic bag ban can be found here: <a href="#">Plastic bag ban - Washington State Department of Ecology</a></td>
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<td></td>
<td>Both the plastic packaging laws, and the single use plastic bag ban include Ecology education and outreach. The states effort can also be mentioned in your education and outreach section (6.3).</td>
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<td><strong>Paint Stewardship:</strong></td>
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<td>The Plan doesn’t go into detail on PaintCare, and how the management of Paint has changed in the last year. This both includes operational changes at the MRW facilities, as well as how paint disposal is applied to your LSWFA grant.</td>
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### Section B: Recommended revisions

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<td></td>
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<td>This should be updated in your “Product Stewardship Programs” section 6.2, as well as section 4.2 under “Grants”. This new program is paid for by the state, which in effect allows you to use more of your LSWFA grant money towards other parts of your solid waste system. We recommend referencing the following resources for more information on this program:</td>
<td>Include section &amp; page #s if applicable</td>
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</table>
- Chapter 70A.515 RCW: ARCHITECTURAL PAINT STEWARDSHIP PROGRAM  
- PaintCare webpage: [Washington - PaintCare](#) | County declined to revise. |
| 4              | Pg 62                 | Reference the sunsetting of the LightRecycle program in the Plan. The LightRecycle product stewardship law will likely end in July, 2026. We recommend including language that addresses this likely change. Some sample draft language and additional guidance on this topic can be found here. | County declined to revise. |
| 5              | 6.3, and appendix F   | Provide a summary of Ecology outreach and education programs in the Plan. There are a lot of great education and outreach programs mentioned, and we recommend also adding a complete list of programs and resources provided by the state. A list of Ecology’s outreach programs can be found here. | County declined to revise. |
| 6              | Appendix A, pg A-2    | More fully address the relationships to other plans. Appendix A mentions the requirement to address the relevant impacts of solid waste planning, including on land use planning. However, many of these types of plans where these issues are addressed are not referenced. These could include Land Use Plans, Capital Facility Plans, Landfill Master Plans, Economic Development and Business Synergy Plans, Climate Action Plans, Disaster Management Plans, or any other plan that relate to or impact the management of solid waste and solid waste facilities. | Plan states consistency with the 2020 Spokane County Comprehensive Plan on p. 1. County declined to revise. |

**Additional technical details**
### Section B: Recommended revisions

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<tr>
<td>7</td>
<td>5, 5.4</td>
<td>Disaster debris planning. Your 2015 plan set out goals to better manage disaster debris, and work together with neighboring jurisdictions. And Goal 2.J (page D-5) in your Plan update is an action item to “continue to review current emergency debris response plan and coordinate with appropriate agencies or organizations in the event of implementation.” However, there is no discussion of disaster debris management issues, strategies, goals, or policies elsewhere in the Plan. We recommend addressing this issue more fully in the Plan. This would including inserting a link, if possible, to the current emergency debris response plan mentioned in Goal 2.J, along with a summary of its key elements.</td>
<td>County declined to revise.</td>
</tr>
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| Plan Maintenance | Appendix B, pg B-1 | Include a periodic Plan check-up in your implementation plan | County declined to revise. |

To ensure the Plan is kept in current condition, we recommend you include an action item in your implementation plan to periodically perform a “Plan check-up” during its implementation period. We suggest this be done annually with your SWAC and that you share the results of your checkup with Ecology. More details on the value of this kind of review and some suggested items to cover during the check-up can be [found here](#).
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<tr>
<td>9</td>
<td>Exhibit 5.2, pg 26</td>
<td>Is this map just showing the overall boundaries of the WUTC haulers? Airway Heights, and Cheney don’t show their correct haulers, but if this map is only showing the broader zones, then a little more description would be helpful. Also, the shapes are a little off near the Valley, which is understandable if this is a difficult map to manipulate.</td>
<td>County declined to revise. Explanation for overall boundaries provided in paragraph following Exhibit 5.2.</td>
</tr>
<tr>
<td>10</td>
<td>Several Locations in Appendix K</td>
<td>Within Appendix K (Cheney’s Plan), they reference their Comprehensive Solid Waste Management Study (CSWMS) incorrectly with the acronym CSWMP. These can be found on pages (Cheney Plan page numbers) 5, and 14. Page 14 has several occurrences, as well as the full name being incorrectly referred to as the Comprehensive Solid Waste Management Plan. There are also several uses of the acronym CSWMP to refer to Spokane County’s plan, but I have not included those examples here to reduce confusion.</td>
<td>County declined to revise.</td>
</tr>
<tr>
<td>11</td>
<td>6.1</td>
<td>The link to Ecology’s recycling market information found on the top of pg. 48 is outdated. The updated link is <a href="https://app.box.com/s/klxstztju7kh8aq15qvzaf2vfo0oguun">https://app.box.com/s/klxstztju7kh8aq15qvzaf2vfo0oguun</a></td>
<td>County revised as recommended.</td>
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Appendix I

Checklists and Forms
Appendix I
Checklists and Forms

1.1 SEPA CHECKLIST
SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use “not applicable” or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.
A. **Background**

1. Name of proposed project, if applicable:
   
   **Spokane County Solid Waste and Moderate Risk Waste Management Plan**  
   (Abbreviated as “Plan” in the following responses.)

2. Name of applicant:  **Spokane County**

3. Address and phone number of applicant and contact person:
   
   **Deb Geiger, Regional Solid Waste Manager**  
   Spokane County  
   1026 West Broadway  
   Spokane, WA 99260  
   (509) 477-7281

4. Date checklist prepared:  **December 22, 2020**

5. Agency requesting checklist:  **Spokane County**

6. Proposed timing or schedule (including phasing, if applicable):
   
   **Draft Final Plan submitted to Ecology in July/August 2021**  
   **Final Plan submitted to Ecology in November/December 2021**

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal?  If yes, explain.
   
   **State law requires that the Plan be reviewed every five years and updated if necessary.**

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
   
   **No environmental information has been, or will be prepared, as part of this Plan update.**

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal?  If yes, explain.
   
   **There are no applications/proposals pending which would affect adoption of the Plan update.**

10. List any government approvals or permits that will be needed for your proposal, if known.

    **Approvals are required from the Spokane County Board of Commissioners, participating jurisdictions in the County, Washington State Department of**
Ecology, and Washington Utilities and Transportation Commission. All facilities (solid waste and moderate risk waste) require a permit from the Spokane County Health District.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The Spokane County Solid Waste Management Plan documents existing waste management policies and handling methods. It establishes a waste management framework that will guide Spokane County in the years to come. The Plan updates the County’s previous Spokane County Solid Waste Management Plan (2015).

In compliance with the Washington State solid waste management priorities, the strategies recommended for waste collection, handling, and management priorities are to be implemented in the following order: Waste Reduction; Recycling/Diversion; Energy recovery/ incineration or landfill disposal of separated and mixed wastes, respectively.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The plan includes all unincorporated areas of Spokane County, the cities of Airway Heights, Deer Park, Fairfield, Latah, Medical Lake, Millwood, Rockford, Spangle, Spokane, and Waverly, and Fairchild Air Force Base.

B. Environmental Elements

1. Earth

   a. General description of the site:

Flat, rolling, hilly, steep slopes, mountainous, other ______________

The geographic area of Spokane County covers approximately 1,765 square miles and lies at the northeast corner of the Columbia Plateau. Spokane County borders the State of Idaho on the east and is situated midway between Canada to the north and the State of Oregon to the south.

The topography of Spokane County ranges from its lowest elevation of 1,534 feet above sea level along the Spokane River to Mount Spokane at 5,878 feet above sea level. The Spokane River, which originates at Lake Coeur d’Alene in Idaho, flows primarily east to west through Spokane County and occupies the wide depression of land that forms the Spokane Valley. A drop of 134 feet in the river,
known as the Spokane Falls, marks the beginning of a shift in the river’s flow to a northwesterly direction. Another drop of 240 feet occurs at the confluence with the Little Spokane River, where the topography changes to a deep gorge-like valley bordered by prominent cliffs and terraces.

To the north and west of the Valley, there are several mesas that rise 400 to 500 feet above surrounding lands. These mesas range between 2,300 and 2,450 feet above sea level. The northeastern portion of Spokane County is a bedrock highland that includes Mount Spokane and surrounding peaks.

Much of the topography of the southwestern part of Spokane County consists of southwest-trending channels eroded into the basalt plateau, known as the channeled scablands. Topography in the south and southeast consists of relatively flat basalt plateaus. However, various peaks are found in this area, with Mica Peak rising to 5,205 feet above sea level.

b. What is the steepest slope on the site (approximate percent slope)? N/A

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. N/A

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. N/A

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. N/A

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. N/A

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? N/A

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: N/A

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

There will be some emissions to the air from existing landfills, transfer stations, the Waste to Energy (WTE) facility, and from motor vehicles transporting solid
waste. These sources are expected to be only a small percentage of total air emissions generated in the county. The primary source of carbon monoxide (CO) in the atmosphere is gasoline-powered motor vehicles. Other sources include heating and power generation from natural gas and wood heat for residential, commercial, or industrial uses.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. **Unknown.**

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

**Emissions from the existing landfills and WTE are controlled and regulated.** The closed portion of the Northside Landfill has a landfill gas collection and treatment (system construction completed November 1992). The active portion of the Northside Landfill has an existing Air Operating Permit. The three closed County-owned landfills all have gas collection systems. The Colbert landfill collects and treats the gas with activated carbon units. The Mica landfill collects and flares landfill gas. The Greenacres landfill does not produce enough gas to keep a flare lit, and instead gas is blown through a biofilter before emitting into the atmosphere.

**WTE facility emissions, including those from the boiler units and fugitive emissions, are regulated through the facility’s Title V Air Operating permit, Notice of Construction (NOC) permit issued by the Spokane Regional Clean Air Agency (SRCAA), and the Prevention of Significant Deterioration (PSD) permit issued by Ecology. The permits require continuous emission monitors, monthly reporting, and annual stack tests. The monitors provide data on oxygen (O2), carbon dioxide (CO2), nitrogen oxides (NOx), sulfur dioxides (SO2), temperature, and opacity every 15 seconds. These data are compiled into the monthly report. Testing is performed to demonstrate compliance with the System’s Title V Air Operating permit and NOC permit. The facility is in compliance with all permits. Portions of Spokane County have been designated as non-attainment areas for particulates less than 10 microns in diameter (PM10).**

3. **Water**

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

**The surface waters of Spokane County include the Spokane River and its tributaries, in addition to smaller streams and lakes. These lakes are located in the southwestern and central eastern portions of Spokane County. Popular recreational area lakes include Medical Lake in the southwest quadrant of the county, Newman Lake and Liberty Lake, located near the east central section of Spokane County, and Eloika Lake along the northern border. In all, lakes cover approximately 5,646 acres of Spokane County.**
2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

All existing solid waste facilities are located 200 feet or more from described surface waters.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. N/A

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. N/A

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. N/A

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. N/A

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. N/A

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals . . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The Southside Landfill has a 750 gal septic tank to serve an on-site residential trailer. The Northside Landfill has a 1,000 gal septic tank to serve a scale house and two maintenance buildings. The Colbert landfill has a 1,000 gal septic tank to serve a small administrative building. Greenacres has a 1,500 gal holding tank and Mica landfill has a 3,000 gal holding tank to serve their respective maintenance buildings.

The Northside and Valley transfer stations each have a 1,000 gal holding tank to serve the administration buildings.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.
The existing solid waste facilities have runoff control and stormwater management programs in place.

2) Could waste materials enter ground or surface waters? If so, generally describe. No.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. No.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Control systems are in place to prevent waste materials from impacting surface, ground or runoff water at transfer stations and at closed and operating landfills in the County.

4. Plants

a. Check the types of vegetation found on the site:

   ___ deciduous tree: alder, maple, aspen, other
   ___ evergreen tree: fir, cedar, pine, other
   ___ shrubs
   ___ grass
   ___ pasture
   ___ crop or grain
   ___ Orchards, vineyards or other permanent crops.
   ___ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
   ___ water plants: water lily, eelgrass, milfoil, other
   ___ other types of vegetation

   Does not apply. The Plan encompasses all of Spokane County.

b. What kind and amount of vegetation will be removed or altered? N/A

c. List threatened and endangered species known to be on or near the site. N/A

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: N/A

e. List all noxious weeds and invasive species known to be on or near the site. N/A

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.
Examples include:

- birds: hawk, heron, eagle, songbirds, other:
- mammals: deer, bear, elk, beaver, other:
- fish: bass, salmon, trout, herring, shellfish, other ________

**Does not apply. The Plan encompasses all of Spokane County.**

b. List any threatened and endangered species known to be on or near the site. **N/A**

c. Is the site part of a migration route? If so, explain. **N/A**

d. Proposed measures to preserve or enhance wildlife, if any: **N/A**

e. List any invasive animal species known to be on or near the site. **N/A**

**6. Energy and Natural Resources**

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. **N/A**

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. **No.**

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

   **The WTE facility conserves energy by using solid waste as a fuel to generate electricity, reducing the use of other sources of energy.**

**7. Environmental Health**

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

   **The Plan incorporates the County’s Moderate Risk Waste Management Plan, and the used oil recycling element. The Plan includes a comprehensive program for household and business education and technical assistance, moderate risk waste (MRW) collection, and disposal. The County’s two fixed facilities and the City of Spokane’s facility receive all types of household hazardous waste (HHW). Radioactive wastes (except smoke detectors) are excluded, along with explosives and critically unstable materials.**

1) Describe any known or possible contamination at the site from present or past uses. **Not known.**
2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

*Does not apply. The Plan documents waste management policies and handling methods. It does not include project development or design. Any future waste handling facility design or development would be separate from the Plan and would address this concern.*

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

*Under guidance of the Plan, MRW is segregated at collection facilities by type of waste (i.e. corrosives, poisons, etc.) and are handled in accordance with state regulations. MRW is stored on double containment systems to ensure no site contamination occurs.*

4) Describe special emergency services that might be required.

*Emergency alarm systems are present at the facilities. If necessary, County fire and emergency services are available.*

5) Proposed measures to reduce or control environmental health hazards, if any:

*The facilities have Spill Prevention and control plans, emergency response plans, and health and safety programs.*

b. *Noise*

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? N/A

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

*Does not apply. Existing facilities comply with noise regulations.*

3) Proposed measures to reduce or control noise impacts, if any: N/A

8. *Land and Shoreline Use*

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. N/A

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands
have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

**Does not apply.** The Plan documents waste management policies and handling methods. It does not include project development or design. Any future facilities that are constructed for the management and handling of solid waste and moderate risk waste will address this concern.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: **N/A**

c. Describe any structures on the site. **N/A**

d. Will any structures be demolished? If so, what? **N/A**

e. What is the current zoning classification of the site? **N/A**

f. What is the current comprehensive plan designation of the site? **N/A**

g. If applicable, what is the current shoreline master program designation of the site? **N/A**

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. **N/A**

i. Approximately how many people would reside or work in the completed project? **N/A**

j. Approximately how many people would the completed project displace? **N/A**

k. Proposed measures to avoid or reduce displacement impacts, if any: **N/A**

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: **N/A**

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: **N/A**

**9. Housing**

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. **N/A**

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. **N/A**

c. Proposed measures to reduce or control housing impacts, if any: **N/A**
10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? N/A

b. What views in the immediate vicinity would be altered or obstructed? N/A

c. Proposed measures to reduce or control aesthetic impacts, if any: N/A

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? N/A

b. Could light or glare from the finished project be a safety hazard or interfere with views? N/A

c. What existing off-site sources of light or glare may affect your proposal? N/A

d. Proposed measures to reduce or control light and glare impacts, if any: N/A

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? N/A

b. Would the proposed project displace any existing recreational uses? If so, describe. N/A

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe. N/A

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. N/A

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. N/A
d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. N/A

14. Transportation
a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. N/A

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? N/A

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? N/A

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). N/A

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. N/A

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? N/A

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. N/A

h. Proposed measures to reduce or control transportation impacts, if any: N/A

15. Public Services
a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. N/A

b. Proposed measures to reduce or control direct impacts on public services, if any. N/A

16. Utilities
a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other __________
Does not apply. The Plan encompasses all of Spokane County Regional Solid Waste System.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. N/A

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: [Signature]
Name of signee: Kevin Cook, P.E.
Position and Agency/Organization: Director, Environmental Services Department, Spokane County
Date Submitted: 7-28-21

D. Supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment. When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The Plan will not have an adverse impact to water or air; will not increase the production, storage or release of toxic or hazardous substances or the production of noise. The continued implementation of the Plan will result in decreased discharges to the environment as a result of management strategies developed to prevent problems caused by solid waste. The Plan provides for the continued designation of solid waste from the entire County (incorporated and unincorporated areas). This system provides for the proper disposal of solid waste, programs for waste reduction, reuse and recycling.

Proposed measures to avoid or reduce such increases are: N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Continued implementation of the Plan will result in improved quality of habitat for plant and animal species in the county by reducing pollution to lakes and streams and
contamination of groundwater through proper management, disposal, source reductions and recycling of solid waste. Continued implementation of the Plan will also decrease pollution problems in surface and groundwater, which will result in improved environmental quality for plants, animals, fish, and marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are: **N/A**

3. How would the proposal be likely to deplete energy or natural resources?

Implementing the Plan’s waste management priorities of waste reduction, reuse and recycling will result in conservation of energy and natural resources through avoiding the production of waste followed by recycling and reuse of products, such as used glass, paper, aluminum, metals, and plastics.

When garbage must be properly disposed, the use of the EPA’s preferred waste hierarchy of energy recovery before landfilling through the Waste to Energy Facility lessens the use of natural resources for energy generation.

Proposed measures to protect or conserve energy and natural resources are:

**The following goals are included in the Plan:**

- **Continue to promote actions that follow the waste reduction hierarchy of 1) Reduce, 2) Reuse, and 3) Recycle,** and ensure that waste reduction is the foremost preferred solution when it comes to solid waste choices.

- **Begin building a new foundation for the future of managing our waste that integrates sustainable materials management.**

- **Create an enforcement program for proper solid waste disposal practices and other enforceable criteria.**

- **Emphasize protection of our sole source aquifer and promote stewardship of solid waste and toxic waste reduction.**

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Continued implementation of the Plan will enhance these areas by providing education to the public who use these areas to properly manage and dispose of solid and hazardous waste. This system provides for the proper disposal of solid waste, programs for recycling, reuse, and waste reduction.

Proposed measures to protect such resources or to avoid or reduce impacts are: **N/A**

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?
The Plan does not result in land and shoreline use that would be incompatible with existing plans.

Proposed measures to avoid or reduce shoreline and land use impacts are: N/A

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The Plan will not increase demands on transportation or public services or utilities.

Proposed measures to reduce or respond to such demand(s) are: N/A

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The Plan conforms to all applicable local, state, and federal regulations. All future solid waste handling facilities will conform will all applicable local, state, and federal regulations, and SEPA review.
I.2 SEPA DETERMINATION OF NON-SIGNIFICANCE
DETERMINATION OF NON-SIGNIFICANCE
WAC 197-11-970 and Section 11.10.230(3) Spokane Environmental Ordinance
SPOKANE COUNTY PUBLIC WORKS DEPARTMENT
1026 W Broadway Av, Spokane, WA 99260-0170

PROPOSAL: Spokane County Solid Waste and Moderate Risk Waste Management Plan

DESCRIPTION OF PROPOSAL: The Spokane County Solid Waste and Moderate Risk Waste Management Plan documents existing waste management policies and handling methods. It establishes a waste management framework that will guide Spokane County for the next five years. The Plan updates the previous Spokane County Solid Waste and Moderate Risk Waste Management Plan (2015).

APPLICANT: Spokane County

CONTACT: Deb Geiger

PHONE: (509) 477-3604

LOCATION OF PROPOSAL: The plan includes all unincorporated areas of Spokane County, the cities of Airway Heights, Deer Park, Fairfield, Latah, Medical Lake, Millwood, Rockford, Spangle, Spokane, and Waverly, and Fairchild Air Force Base.

LEAD AGENCY: Spokane County

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.

DETERMINATION:

☐ There is no comment period for this DNS.

☒ This DNS is issued using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

☐ This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by

DATE: 7-28-21

SIGNATURE: ________________________________

Please Print or Type:

Proponent: Kevin R. Cooke P.E., Spokane County
Title: Director, Environmental Services Dept.
Phone: 509-477-3604

Address: 1026 West Broadway Avenue, 4th Floor
Spokane, WA 99260

Person completing form (if different from proponent): Deb Geiger, Spokane County

Title: Regional Solid Waste Manager

Address: 1026 West Broadway Avenue, 4th Floor
Spokane, WA 99260

APPEAL OF THIS DETERMINATION may be made to the Spokane County Hearing Examiner at the Public Works Department, 1026 West Broadway Avenue, Spokane, WA 99260, no later than fourteen (14) calendar days after the date of this determination. The appeal shall be made by completing and signing the appeal form and remitting the appropriate appeal fee. The appellant shall be prepared to make specific legal and factual objections.

This DNS was submitted to the Department of Ecology through the online Statewide SEPA Register.
I.3 WUTC FORMS
WUTC Cost Assessment Questionnaire

Plan Prepared for: Spokane County
Prepared: FCS GROUP, Matt Hobson, Project Manager
Contact Telephone: 425 615 6056
Date: February 24, 2022

DEFINITIONS
The planning period throughout the cost assessment questionnaire refers to 2022 to 2027. Spokane County's fiscal year coincides with the calendar year (January to December).

DEMOGRAPHICS
The population forecast for the planning period is based on the 2017 update of the 2010-2040 population forecast (medium series) published by the State of Washington, Office of Financial Management. The share of the County population within the planning area is based on the 2019 population estimate (76.8 percent).

<table>
<thead>
<tr>
<th>Demographics</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
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<tbody>
<tr>
<td>County Population</td>
<td>530,835</td>
<td>536,135</td>
<td>541,487</td>
<td>546,892</td>
<td>552,352</td>
<td>557,865</td>
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<tr>
<td>% Change from Prior Year</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
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<tr>
<td>County Population Under Jurisdiction</td>
<td>407,656</td>
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<td>415,835</td>
<td>419,987</td>
<td>424,179</td>
<td>428,414</td>
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<tr>
<td>% Change from Prior Year</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
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</tbody>
</table>

WASTE STREAM GENERATION
Waste generation for year one of the planning period is generally based on actual per capita waste generation rates from 2017 applied to the planning area population estimate (see table above). Years two to six are based on the following per capita generation rates applied to the planning area population estimates described in the Demographics section.

- Mixed municipal solid waste: 4.21 to 4.25 pounds per capita per day
- Recycling: 3.78 to 4.03 pounds per capita per day
- Divertables: 2.63 to 2.70 pounds per capita per day

<table>
<thead>
<tr>
<th>Waste Generation (in tons)</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
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<tbody>
<tr>
<td>Mixed Municipal Solid Waste</td>
<td>312,467</td>
<td>316,371</td>
<td>321,202</td>
<td>324,326</td>
<td>328,378</td>
<td>332,481</td>
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<td>Recyclables</td>
<td>276,454</td>
<td>283,743</td>
<td>292,021</td>
<td>298,901</td>
<td>306,781</td>
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<tr>
<td>Divertables</td>
<td>194,743</td>
<td>197,837</td>
<td>201,531</td>
<td>204,173</td>
<td>207,417</td>
<td>210,713</td>
</tr>
</tbody>
</table>

RECYCLABLE MATERIAL FORECAST
The County does not forecast recyclable tonnage by commodity.
SYSTEM COMPONENT COSTS

Generally, the solid waste system costs included in the cost assessment are funded from solid waste tipping fees assessed at County transfer stations, an Ecology grant, and other non-rate revenue (e.g., interest earnings).

WASTE REDUCTION PROGRAMS

Programs are provided within the SCRSWS to comply with and support waste reduction and diversion efforts. Per RCW 70A.205.005, “waste reduction must become a fundamental strategy of solid waste management.” Solid waste management plans must consider and plan for waste reduction strategies, along with other requirements (RCW 70A.205.040). Current programs fall under the waste hierarchy of reduce, reuse, and recycle, or under other needed services. Waste reduction program expenses are based on 2020 actual and 2021 budget expenses with annual inflationary adjustments.

Existing waste reduction programs are listed below. Additional detail is provided in Section 6 of the plan.

- “Pay As You Throw” collection rates.
- Education and Outreach
  - Public and school presentations, classes, activities, and facility tours
  - Mailers, inserts, and flyers
  - Radio and television
  - Social media, websites, online media, and videos
  - Public events
  - Promotional items
  - Signage
- Spokane County EcoTeam
- Backyard Composting
- EnviroCertified Program
- EnviroKids’ Club
- Master Composters/Recyclers
RECYCLING COLLECTION PROGRAMS
Residents and businesses in unincorporated areas of Spokane County are provided curbside recyclable material collection services through WUTC certificated hauling companies. A forecast of customers and tonnage for each hauler is itemized below:

<table>
<thead>
<tr>
<th>Recycling Collection Programs</th>
<th>Year 1</th>
<th>Year 3</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>WUTC-Regulated Haulers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Empire Disposal, Inc (G-75)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Commercial</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>18</td>
<td>19</td>
<td>20</td>
</tr>
<tr>
<td>Sunshine Disposal, Inc (G-199)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>2,550</td>
<td>2,700</td>
<td>2,800</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>460</td>
<td>480</td>
<td>510</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>Not Provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste Management of Washington, Inc (G-237)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>26,042</td>
<td>26,563</td>
<td>27,094</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>19,506</td>
<td>19,896</td>
<td>20,294</td>
</tr>
<tr>
<td>Commercial</td>
<td>225</td>
<td>230</td>
<td>234</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>12,603</td>
<td>12,855</td>
<td>13,112</td>
</tr>
</tbody>
</table>

Incorporated cities, towns, and Fairchild AFB provide recyclable material collection services and programs through either a WUTC certificated hauling company or through a contract with a certificated hauler. See Table 5.3 for an inventory of recycling services provided in unincorporated areas of the County as well as in cities and towns.

The County also provides sorted collection of recyclables at the North and Valley transfer stations. Other recycling programs provided by the County include white goods and large appliance recycling and event recycling.
ORGANICS COLLECTION PROGRAMS

Curbside residential organics collection is provided as a subscription service in some cities and towns as well as in unincorporated areas of the County. Waste Management and Sunshine Disposal also provide commercial organics collection, which is mainly provided to grocery stores, food banks, organic processors, schools, and other public institutions. A forecast of customers and tonnage for each hauler is itemized in the following table:

<table>
<thead>
<tr>
<th>Organics Collection Programs</th>
<th>Year 1</th>
<th>Year 3</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WUTC-Regulated Haulers</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sunshine Disposal, Inc (G-199)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>630</td>
<td>660</td>
<td>690</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>290</td>
<td>300</td>
<td>315</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td></td>
<td></td>
<td>Not Provided</td>
</tr>
<tr>
<td>Waste Management of Washington, Inc (G-237)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>12,687</td>
<td>12,941</td>
<td>13,200</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>31,466</td>
<td>32,095</td>
<td>32,737</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>19</td>
<td>19</td>
<td>20</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>1,809</td>
<td>1,845</td>
<td>1,882</td>
</tr>
</tbody>
</table>

See Table 5.3 for an inventory of organics collection services provided in unincorporated areas of the County as well as in cities and towns.

The County collects “Clean Green” material at the North and Valley transfer stations. The Clean Green material is delivered to the County from area solid waste collection haulers and self-haulers.

Annual expenses for the County-operated recycling and organics programs are based on 2022 budget expenses, forecasted Clean Green tons, and annual inflationary adjustments.
SOLID WASTE COLLECTION PROGRAMS

Solid waste collection is provided to residents, businesses, and institutions within the County by several UTC-regulated solid waste collection companies and the City of Spokane. A forecast of customers and tonnage for each hauler is itemized below:

<table>
<thead>
<tr>
<th>Solid Waste Collection Programs</th>
<th>Year 1</th>
<th>Year 3</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WUTC-Regulated Haulers</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Empire Disposal, Inc (G-75)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>1,688</td>
<td>1,738</td>
<td>1,793</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>1,876</td>
<td>1,931</td>
<td>1,992</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>143</td>
<td>145</td>
<td>147</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>243</td>
<td>247</td>
<td>250</td>
</tr>
<tr>
<td><strong>Sunshine Disposal, Inc (G-199)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>12</td>
<td>14</td>
<td>18</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>41</td>
<td>48</td>
<td>62</td>
</tr>
<tr>
<td><strong>Ada-Lin Waste Systems (G-104)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>485</td>
<td>504</td>
<td>535</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>390</td>
<td>406</td>
<td>430</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>13</td>
<td>15</td>
<td>18</td>
</tr>
<tr>
<td><strong>Torre Refuse &amp; Recycling (G-260)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>7,637</td>
<td>8,095</td>
<td>8,581</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>7,654</td>
<td>8,113</td>
<td>8,600</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>969</td>
<td>1,027</td>
<td>1,089</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>12,853</td>
<td>13,624</td>
<td>14,442</td>
</tr>
<tr>
<td><strong>Waste Management of Washington, Inc (G-237)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>30,921</td>
<td>31,771</td>
<td>32,669</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>26,893</td>
<td>27,632</td>
<td>28,413</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>1,149</td>
<td>1,181</td>
<td>1,214</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>14,927</td>
<td>15,337</td>
<td>15,771</td>
</tr>
<tr>
<td><strong>Other Haulers</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>City of Spokane</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customers</td>
<td>68,784</td>
<td>69,471</td>
<td>70,164</td>
</tr>
<tr>
<td>Tonnage Collected</td>
<td>164,088</td>
<td>165,729</td>
<td>168,386</td>
</tr>
</tbody>
</table>
ENERGY RECOVERY AND INCINERATION (ER&I) PROGRAMS
Solid waste collected within the planning area is transported to the City of Spokane Waste to Energy Facility located at 2900 South Geiger Blvd. The facility is owned and operated by the City of Spokane.

The facility processed 312,830 tons in 2020 based on data provided by the City of Spokane. While there is no permitted maximum capacity, the available capacity is 800 tons per day. The City projects the average daily throughout to remain at 800 tons per day throughout the planning period. Ash and other waste that bypasses the facility is estimated at 141,261 tons in the first year, increasing to 163,761 by the sixth year. Operating and capital costs for the waste to energy facility over the planning period are based on projected contract rates assessed to the County by the City of Spokane and the disposal tonnage forecast. The table below summarizes the key operating statistics for the facility for the first, third, and sixth year of the planning period.

<table>
<thead>
<tr>
<th>Energy Recovery &amp; Incineration</th>
<th>Year 1</th>
<th>Year 3</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Throughput (Tons per Day)</td>
<td>800</td>
<td>800</td>
<td>800</td>
</tr>
<tr>
<td>Ash/Bypass Waste (tons)</td>
<td>141,261</td>
<td>149,864</td>
<td>163,761</td>
</tr>
<tr>
<td>Operating and Capital Costs</td>
<td>$6,884,652</td>
<td>$7,451,816</td>
<td>$8,187,651</td>
</tr>
</tbody>
</table>

LAND DISPOSAL PROGRAM
The contract waste to energy rate assessed to the County by the City of Spokane includes the cost to transport ash and bypass waste to the Roosevelt Landfill.

ADMINISTRATION
County administrative costs include a pro-rated portion of salary and benefit expenses for the solid waste manager, staff assistant, and two project managers. Non-labor expenses include billing, contract auditing and accounting services, information technology support, legal and permitting expenses, taxes, and County-assessed indirect expenses. Administration expenses are forecast over the planning period based on 2020 actual expenses with annual inflationary adjustments.

OTHER PROGRAMS: TRANSFER STATION OPERATIONS AND MAINTENANCE
The operating, maintenance, and capital expenses for the North and Valley transfer stations comprise the largest share of County solid waste system expenses. The two stations are owned by Spokane County. The County staffs the scale houses and Waste Connections operates the transfer and transportation functions of the transfer stations. Scale house operating expenses are forecast based on 2021 budget expenses and annual inflationary adjustments averaging 2.24 percent over the planning period. Contract operating expenses are based on existing service contract terms and forecasted disposal tons and Clean Green tons. Contract operating expenses are projected to increase by an average of 3.83 percent annually over the planning period.
SYSTEM COSTS
Total annual system costs range from $16.1 million in Year 1 to $19.2 million in Year 6. Operating expenses are forecast to increase from $15.4 million in Year 1 to $18.6 million in Year 6. Annual debt service is forecast at $0.4 million. Annual capital equipment replacement funding is estimated at $0.25 million over the planning period. Total system costs over the planning period are itemized in the following table.

<table>
<thead>
<tr>
<th>System Component Costs</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste Reduction</td>
<td>123,970</td>
<td>131,408</td>
<td>139,293</td>
<td>144,864</td>
<td>147,353</td>
<td>149,884</td>
</tr>
<tr>
<td>Recycling</td>
<td>2,392,242</td>
<td>2,519,931</td>
<td>2,654,990</td>
<td>2,762,572</td>
<td>2,861,714</td>
<td>2,964,606</td>
</tr>
<tr>
<td>Energy Recovery &amp; Incineration</td>
<td>6,884,652</td>
<td>7,162,672</td>
<td>7,451,816</td>
<td>7,714,461</td>
<td>7,947,182</td>
<td>8,187,651</td>
</tr>
<tr>
<td>Administration</td>
<td>1,368,906</td>
<td>1,433,204</td>
<td>1,496,750</td>
<td>1,543,818</td>
<td>1,568,067</td>
<td>1,592,711</td>
</tr>
<tr>
<td>Other: Transfer Stations</td>
<td>4,645,785</td>
<td>4,894,280</td>
<td>5,143,113</td>
<td>5,342,111</td>
<td>5,520,679</td>
<td>5,705,759</td>
</tr>
<tr>
<td>Debt Service</td>
<td>378,600</td>
<td>377,600</td>
<td>376,100</td>
<td>374,100</td>
<td>376,600</td>
<td>378,350</td>
</tr>
<tr>
<td>Capital/Equipment Replacement Funding</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$16,056,954</td>
<td>$16,769,095</td>
<td>$17,512,062</td>
<td>$18,131,925</td>
<td>$18,671,596</td>
<td>$19,228,961</td>
</tr>
</tbody>
</table>

FUNDING MECHANISMS
System component costs are generally funded through tipping and transaction fees assessed at the transfer stations, an Ecology grant, interest earnings, and interfund transfers. A revenue requirement analysis was developed to compare operating and capital expenses to revenues at planned tipping fees over the planning period.

Tipping fee revenue is projected to generate $16.8 to $17.8 million in annual revenue over the planning period. Other revenue sources are projected to generate $0.6 million per year.

<table>
<thead>
<tr>
<th>Funding Mechanisms</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Expenses</td>
<td>$16,056,954</td>
<td>$16,769,095</td>
<td>$17,512,062</td>
<td>$18,131,925</td>
<td>$18,671,596</td>
<td>$19,228,961</td>
</tr>
<tr>
<td>Tipping fee revenues</td>
<td>$16,755,172</td>
<td>$17,180,201</td>
<td>$17,341,681</td>
<td>$17,504,776</td>
<td>$17,669,501</td>
<td>$17,835,874</td>
</tr>
<tr>
<td>Other revenue</td>
<td>611,775</td>
<td>611,775</td>
<td>611,775</td>
<td>611,775</td>
<td>611,775</td>
<td>611,775</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$17,366,946</td>
<td>$17,791,976</td>
<td>$17,953,456</td>
<td>$18,116,551</td>
<td>$18,281,276</td>
<td>$18,447,649</td>
</tr>
</tbody>
</table>

The following tables outline planning-level estimates of the tipping fees at the North and Valley transfer stations as well as tipping fee revenue over the planning period. Tipping fee revenues only include the revenue generated from tipping fees -- the County also generates revenue from minimum fee transactions for MSW and Clean Green that are brought to the stations from self-haulers.

<table>
<thead>
<tr>
<th>Tipping and Transaction Fees</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSW Tipping Fee ($ per ton)</td>
<td>$112.00</td>
<td>$114.00</td>
<td>$114.00</td>
<td>$114.00</td>
<td>$114.00</td>
<td>$114.00</td>
</tr>
<tr>
<td>MSW Minimum Fee</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Clean Green Tipping Fee ($ per ton)</td>
<td>$54.00</td>
<td>$55.00</td>
<td>$55.00</td>
<td>$55.00</td>
<td>$55.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Clean Green Minimum Fee</td>
<td>$8.00</td>
<td>$8.00</td>
<td>$8.00</td>
<td>$8.00</td>
<td>$8.00</td>
<td>$8.00</td>
</tr>
<tr>
<td>Environmental Program Fee ($ per ticket)</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$2.00</td>
</tr>
</tbody>
</table>
SURPLUS FUNDS
Spokane County maintains a 90-day minimum operating reserve and a minimum capital fund reserve of $100,000.
April 14, 2022

Deb Geiger
Spokane County Solid Waste Manager
9605 Tilley Road S., Suite C
Olympia, WA 98512

RE: Spokane County Comprehensive Solid and Hazardous Waste Management Plan,
Cost Assessment Questionnaire TG-220165

Dear Deb Geiger:

The Washington Utilities and Transportation Commission (Commission) has completed its review of the revised cost assessment questionnaire for the preliminary draft of Spokane County Comprehensive Solid and Hazardous Waste Management Plan (Plan), submitted March 14, 2022.

Commission staff (Staff) computed projected tip fees based on the data provided in the cost assessment questionnaire in the 2022-2027 Spokane County Comprehensive Solid and Hazardous Waste Management Plan. The projected impact to rate payers is illustrated in the table below:

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Projected Disposal Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Ton Disposal Cost</td>
<td>$112.00</td>
<td>$113.58</td>
<td>116.49</td>
<td>119.46</td>
<td>121.04</td>
<td>122.76</td>
<td></td>
</tr>
<tr>
<td>Per Ton Increase</td>
<td>$0.00</td>
<td>$1.58</td>
<td>$2.91</td>
<td>$2.97</td>
<td>$1.58</td>
<td>$1.72</td>
<td>$10.76</td>
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<tr>
<td><strong>Projected Rate Increases</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly rate increase for one 32- gallon can per month</td>
<td>$0.00</td>
<td>$0.12</td>
<td>$0.21</td>
<td>$0.22</td>
<td>$0.12</td>
<td>$0.13</td>
<td>$0.79</td>
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<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly rate increase for one-yard weekly pickup</td>
<td>$0.00</td>
<td>$0.60</td>
<td>$1.10</td>
<td>$1.13</td>
<td>$0.60</td>
<td>$0.65</td>
<td>$4.08</td>
</tr>
</tbody>
</table>
Staff notes that Spokane County (County) has set goals for the Spokane County Regional Solid Waste System. The top priority is waste reduction. Action items that promote waste reduction and diversion through partnerships with local and regional stakeholders is ongoing. There are outward looking goals of research and evaluation of potential outlets for glass recycling opportunities. Because Spokane County is isolated from the larger recycling processors, it is difficult to find markets for plastics and glass. This research will help find a place to fill this need in the County. Another goal for the County is to hire a recycling consulting service, which would be available for businesses, jurisdictions, and others to educate on recycling. The County has a program called “Stop Wishful-Recycling,” a media campaign, and its goal is to increase awareness of recycling contamination. With the continuation of this media campaign and the County’s goal of a creating a recycling consulting service, the hope is to lower contamination of recycling and teach others on what, when, and how to recycle.

The County has also looked at many options to reduce the amount of waste that ends up in the landfill. To redirect waste, the County’s goal is to increase public awareness on proper handling and disposal of moderate risk waste or MRW through outreach and education. The County has also taken steps to improve curbside services (commercial and residential) to be brought to the Waste to Energy Facility (WEF), the transfer and disposal site. The WEF also generates electricity and uses incineration technology that ranks higher in the Environmental Protection Agency’s hierarchy than landfiling.

Staff has no further comment on the cost assessment questionnaire. Please direct questions or comments to Jaclynn Simmons at (360) 664-1253 or by email at jaclynn.simmons@utc.wa.gov.

Sincerely,

Amanda Maxwell
Executive Director and Secretary

cc: Steve Gimple, Department of Ecology, Planner and Grants Specialist
I.4 DEPARTMENT OF AGRICULTURE REVIEW
March 22, 2022

Deb Geiger
Spokane County Solid Waste

Steven Gimpel
Solid Waste Management Program
Department of Ecology

Dear Deb Geiger and Steven Gimpel:

After reviewing the preliminary draft of the Spokane County Solid Waste Management Plan, our agency does not see any current conflicting compliance issues related to the apple maggot quarantine, as prescribed in Chapter 16-470-124 WAC.

Spokane County is located in the apple maggot quarantine area under WAC 16-470-105(2)(a). Our agency recommends mentioning this in the plan, as the movement of waste into the surrounding pest-free area is regulated under the quarantine. Additionally, the transport of municipal solid waste from Spokane County, through the pest-free area, to the Roosevelt Regional Landfill, is currently allowed under a WSDA issued Special Permit. Without this permit, the movement of waste from Spokane County to the Roosevelt Regional Landfill would be out of compliance with the apple maggot quarantine. It is recommended that this is clarified somewhere in the plan.

Regarding Appendix K – City of Cheney Comprehensive Solid Waste Management Plan: The City of Cheney falls within the apple maggot quarantine area, therefore a Special Permit is required in order to transport waste into or through a pest-free area. In Chapter 6.0, Appendix 2 CSWMS 2012-2023, Section 1.3, long-range MSW alternatives are discussed. Alternative C, which is highlighted in the Executive Summary of the City of Cheney’s Plan, discusses long hauling MSW via rail to Klickitat County. Waste transported under this alternative would be traveling through a pest-free area and would therefore require a Special Permit. If this option or one of the other alternative options are pursued, it is recommended our agency is contacted to discuss whether a Special Permit is necessary.
Thank you for providing our agency with the opportunity to comment on the Spokane County Plan. RCW 70A.205.060 requires the Washington State Department of Agriculture to review preliminary draft solid waste management plans for any increased risk of introducing a quarantine plant pest or disease into a pest free area.

Sincerely,

Amy Clow
Quarantine and Rules Coordinator
WSDA Plant Protection Division

cc:
Greg Haubrich, WSDA Pest Program Manager
Appendix J

Solid Waste History
Appendix J

Solid Waste History

J.1 REGIONAL SOLID WASTE SYSTEM HISTORY

In 1988, an interlocal agreement between Spokane County and the City of Spokane formed the Spokane Regional Solid Waste System (SRSWS). The purpose of this partnership was to operate disposal, recycling, and MRW facilities, provide for effective implementation of regional solid waste policies, and to develop solutions to regional and solid waste management needs. At that time, the SRSWS, administered by the City of Spokane, was directed to perform regional planning and operations functions through that 1988 agreement as well as additional interlocal agreements and amendments between Spokane County and the City of Spokane and each of the other regional cities and Fairchild Air Force Base. In 2001 and 2003, respectively, two additional cities (City of Liberty Lake and City of Spokane Valley) incorporated. These new cities also signed solid waste management interlocal agreements with the City of Spokane and Spokane County. These interlocal agreements assigned the SRSWS to conduct solid waste disposal, and planning activities for these jurisdictions.

The City of Spokane was responsible for operating facilities and making all operational and administrative decisions, except for the following major decisions which were required to be made with agreement between the City of Spokane and Spokane County:

- An expansion of the SRSWS’s service territory to include use of the SRSWS by persons or interests outside of Spokane County.
- Any discretionary modification of the SRSWS costing more than $1,000,000.
- Major changes in the WTE Facility construction contract of more than $1,000,000 or increases in annual operating costs of more than 5 percent.
- Changes in the tipping fees other than those necessary to fulfill the bonding of the WTE Facility or to cover landfill closure costs.
- Siting and selection of any publicly owned transfer stations.
- Adoption and implementation of a County-wide solid waste reduction, recycling, litter control, or dangerous waste disposal program.
- Siting and selection of any regional landfill used for solid waste.
- The adoption, development, and implementation of a County-wide dangerous waste disposal program.

This interlocal agreement between Spokane County and the City of Spokane, and the agreements with the member jurisdictions, were set to expire on November 16th, 2014.

On February 11, 2014, Spokane County and the City of Spokane entered into a new interlocal agreement transferring ownership of the North County and Valley transfer stations to Spokane County. It also transferred the administration and management of the solid waste system to Spokane County. The City of Spokane retained ownership of the Waste to Energy (WTE) facility and Northside Landfill (NSLF). As part of the agreement, the County directs the waste delivered to the transfer stations to the WTE facility for incineration. This
agreement was for seven years beginning November 17, 2014, and was amended to provide a reduction in disposal costs in return for extending the agreement to use the WTE and the City’s contract for disposal through Republic Services to September 1, 2022.

In November 2014, administration for the SRSWS fell under the jurisdiction of the Spokane County Department of Environmental Services and the system name was modified to the Spokane County Regional Solid Waste System.

### J.2 SOLID WASTE MANAGEMENT PLAN HISTORY

The Spokane County Solid Waste Management Plan is a living document. It is updated periodically, in response to changing conditions, programs, and technologies. Recommended actions/goals are set during the updating of the SWMP, in an effort to keep progressing.

#### 1971 AND 1984 SPOKANE COUNTY SOLID WASTE MANAGEMENT PLANS

In 1971, Spokane County developed its first SWMP for the county.

The 1984 Spokane County Solid Waste Management Plan (Parametrix, 1984) update was prepared by Spokane County to address changes in regulations, technology, and public awareness and to guide program development. Plan recommendations led to the development and implementation of waste reduction and recycling programs and a WTE Facility, conducting a siting study for a new regional landfill, and forming an intergovernmental agency to manage solid waste issues.

#### 1991 SPOKANE COUNTY MODERATE RISK WASTE MANAGEMENT PLAN

The 1991 Spokane County Moderate Risk Waste Management Plan (MRW Plan) (Parametrix, 1991) was developed and was the System’s first comprehensive planning effort designed to improve the management of MRW in Spokane County. The MRW Plan was developed to protect the natural resources and public health in Spokane County by eliminating the discharge of moderate-risk wastes into solid waste and energy recovery systems, wastewater treatment systems, and into the environment through indiscriminate disposal. The MRW Plan was developed with significant direction and input from the SWAC, regional cities, numerous local and state agencies, and the general public.

The 1991 MRW Plan highlighted seven key areas with recommendations for improving MRW management in Spokane County:

- MRW education
- MRW collection
- MRW education for businesses
- MRW collection for businesses
- Health and safety
- Compliance and enforcement
- Program evaluation
1992 SPOKANE COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN
The 1992 Spokane County Solid Waste Management Plan (Parametrix, 1992) update was built on the planning framework established in the 1984 Plan and was prepared in accordance with the new planning requirements outlined in the state planning guidelines established in 1990.

The 1992 Plan key issues included:

- Significant increase in waste diverted from disposal
- Selection of a vendor for yard waste processing
- Development of long-term plans for disposal of non-processible waste, bypass, and ash from the WTE Facility
- Documented the status of landfill closures in the county
- Documented plans for construction of the Colbert and Valley Transfer Stations
- Recommended a coordinated approach to illegal dumping between the Spokane Regional Health District (SRHD) and the SCRSWS

1998 SPOKANE COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN
The 1998 Spokane County Comprehensive Solid Waste Management Plan (Parametrix, 1998) updated the 1984 plan, building upon, and adding to, key programs at the time which included:

- A comprehensive review of waste reduction and recycling opportunities in the county that showed a significant increase in materials that were diverted from disposal
- Promotion of grass recycling by sponsoring the participation of 50 local households in the Toro Mulch Mowing program
- A catastrophic waste management plan
- A long-term plan for disposal of non-processible waste, bypass, and ash from the WTE Facility
- Documentation of the status of landfill closures in the county
- Documentation of plans for the upgrade the Colbert Transfer Station, addition of a third scale and second scalehouse, and the expansion of the facility
- Support for coordinated approach to illegal dumping between the SRHD and the SRSWS

1998 MODERATE RISK WASTE MANAGEMENT PLAN
The Moderate Risk Waste Management Plan (Parametrix, 1998) update was fully integrated into the 1998 Comprehensive SWMP, and was not a separate, stand-alone document. The 1998 MRW Plan specifically addressed the Used Oil Recycling Act concerning needs for collection and recycling of used motor oil produced by residential “do-it-yourselfers” – individuals who change the oil in their own vehicles. The Act required that plans establish appropriate goals for improving collection, recycling, and re-refining of used oil, for educating citizens, and for meeting reporting requirements.
2009 SOLID WASTE MANAGEMENT PLAN
The 2009 Plan update was prepared under the direction of the SRSWS. Guidance and recommendations were provided by representatives from regional cities and the County, the Spokane Regional Solid Waste Liaison Board (Liaison Board), the SWAC, the Stakeholder Input Committee (SIC), and the general public. Ecology provided additional guidance during the planning process.

The timing of the 2009 Plan was unique because recommendations had to satisfy regional bond obligations as well as explore foundations for new solid waste management opportunities after those bonds were retired. Funding to close non-compliant landfills and construct new and compliant solid waste, recycling, and MRW facilities was acquired through a grant from the Washington State Department of Ecology (Ecology) and municipal bonds. SCRSWS facilities and programs were designed to serve the needs of residents and businesses countywide, but the City of Spokane was responsible for repayment of the bonds, which retired in 2011. The 2009 Plan supported both near-term needs related to the current regional responsibilities, and longer-term recommendations to develop foundations for new opportunities in solid waste management.

2015 SOLID WASTE MANAGEMENT PLAN
The 2015 Plan update (SCS Engineers, 2015) was prepared under the direction of the new County administered SCRSWS with input and guidance provided by the SWAC. It was also the first Plan in which three cities, Cheney, Liberty Lake, and Spokane Valley were excluded because of their choice to plan independently. The Plan focused on the following key issues:

- Consider variable tipping fees on specific wastes, such as construction and demolition waste and other WTE applicable wastes, such as tires or other non-burnables
- Reevaluate curbside recycling collection within existing service areas based on material types
- Evaluate existing recycling goals and methods
- Evaluate markets for recyclables, including viability of glass and 3-7 plastics, and current economics associated with continuing to process these materials
- Evaluate material recovery facilities (MRFs) and material separation methods
- Evaluate new technologies
- Review and evaluate system administration and management
- Illegal disposal (tires, roadside dumps, enforcement challenges)
- Food waste composting
- Construction/Demolition and Inert wastes
- Sustainable financing mechanism
- HHW
- Outreach and Education priorities

Based on these issues, specific goals and objectives for the Plan were developed for managing solid waste in Spokane County. These goals and objectives were prioritized into an implementation plan. After writing the 2015 Spokane County Solid Waste Management Plan, however, funding to the Spokane County Solid Waste Division was greatly reduced. As
a result, many of the recommendations from that Plan were not able to be realized. The status of the recommendations from the 2015 Plan are included in Table J.1.
<table>
<thead>
<tr>
<th>#</th>
<th>Subcategory</th>
<th>2015 Recommended Action</th>
<th>2020 Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Education and Outreach</td>
<td>Expand and coordinate existing education efforts. The County will collaborate with other organizations, including the Spokane River Forum, to tailor educational messages and identify outreach opportunities.</td>
<td>This occurred many times and is still occurring today.</td>
</tr>
<tr>
<td>2</td>
<td>Education and Outreach</td>
<td>Community based social marketing. The County will enhance their existing education efforts by using community based social marketing techniques.</td>
<td>Social media marketing used through the County’s Facebook and the Master Composter Recycler’s Facebook and other social media accounts. Spokane River Forum also uses social media to educate residents about proper waste disposal.</td>
</tr>
<tr>
<td>3</td>
<td>Residential Waste Reduction</td>
<td>The County will promote toxic reduction strategies at the point of purchase by working with consumers and retailers. The County will promote backyard composting through community-based social marketing techniques and will continue the Master Composter/Recycler (MC/R) Program.</td>
<td>Staff to interface with consumers and retailers is lacking at point of purchase. The MC/R program has been continued and has a strong social media presence.</td>
</tr>
<tr>
<td>4</td>
<td>Residential Waste Reduction</td>
<td>The County will conduct an assessment of the impact of banning single-use plastic bags.</td>
<td>The staff to conduct this assessment is lacking.</td>
</tr>
<tr>
<td>5</td>
<td>Commercial Waste Reduction</td>
<td>Provide education and on-site technical assistance for businesses, including supply chain management and green procurement policies, award and recognition programs, reuse and material exchanges, and toxics reduction strategies.</td>
<td>Staff to provide business technical assistance is lacking. The Spokane River Forum’s EnviroCertified Program is supported. Several businesses have emerged within Spokane County that provide this sort of technical assistance to businesses on waste reduction. Haulers also provide right-size dumpster consultations upon request.</td>
</tr>
<tr>
<td>6</td>
<td>Self-Haul Waste Reduction</td>
<td>The County will promote on-site separation of construction materials for reuse and material exchange, green building practices, and use of re-sale stores for durable goods.</td>
<td>Non-burnables are separated from regular MSW. No material exchange exists outside of a small for-profit venture. Re-sale stores are listed in the Spokane River Forum Waste Directory, which is an online directory of vendors that accept specific wastes.</td>
</tr>
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**Section 5. Recycling**

<table>
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<th>2015 Recommended Action</th>
<th>2020 Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Residential and Commercial Recycling and Organics</td>
<td>The County will use community based social marketing techniques to promote recycling and composting.</td>
<td>Social media marketing used through the County’s Facebook and the Master Composter Recycler’s Facebook and other social media accounts. Spokane River Forum also uses social media to educate residents about proper disposal.</td>
</tr>
<tr>
<td>2</td>
<td>Residential Recycling</td>
<td>The County will establish a committee to evaluate the design, cost, and logistics of a rural area recycling drop-off program.</td>
<td>The rural towns of Fairfield, Latah, and Waverly provide roll off recycling dumpsters to their residents as part of a cost-share agreement with Spokane County. Beyond these efforts, the rural town and County staff to dedicate to this work is lacking.</td>
</tr>
<tr>
<td>3</td>
<td>Residential Recycling and Organics</td>
<td>County staff will establish a committee to evaluate the design, cost, and logistics of rural curbside recycling and yard debris collection programs.</td>
<td>The minimum service level boundary was expanded in 2018 to accommodate a larger area of curbside recycling and yard debris collection programs through Waste Management and Sunshine. Beyond working with the haulers to cost-effectively offer these services, the County does not have the staff to dedicate to this work.</td>
</tr>
<tr>
<td>#</td>
<td>Subcategory</td>
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<td>2020 Status</td>
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</tr>
<tr>
<td>4</td>
<td>Multi-Family Residential Recycling</td>
<td>The County will improve its MF recycling rates with community based social marketing techniques, including asking for commitments, prompting actions, and creating norms.</td>
<td>Through a Revenue Sharing Agreement with Waste Management, the County has reached out to multi-family establishments to assist with education and outreach, provide individual unit bins, and technical consultation for business owners.</td>
</tr>
<tr>
<td>5</td>
<td>Residential Recycling</td>
<td>The County will support aggressive Pay As You Throw (PAYT) rate structures in unincorporated areas by lobbying the rate-making bodies of the service providers in their region and advertising the savings associated with diversion.</td>
<td>The haulers for unincorporated County offer PAYT rate structures.</td>
</tr>
<tr>
<td>6</td>
<td>Residential Recycling and Organics</td>
<td>The County will promote current fiber and organics collection options and evaluate how to expand these services to rural areas.</td>
<td>Curbside organics collection (Clean Green) is promoted as an option through the MC/R program and social media. In rural areas without curbside service, the County's transfer stations accept food waste in the Clean Green drop off area. Clean Green is subsidized through MSW tipping rates to provide incentive to residents to separate their waste.</td>
</tr>
<tr>
<td>7</td>
<td>Residential and Commercial Recycling</td>
<td>The County will ensure the availability of recycling containers for cardboard, wood, and metals at all its recycling and disposal sites.</td>
<td>Wood that is untreated is accepted in the Clean Green area. Treated wood is accepted as garbage and goes to the WTE for incineration and electricity generation. Cardboard and metal recycling containers are available at all TSs.</td>
</tr>
<tr>
<td>8</td>
<td>Residential and Commercial Recycling</td>
<td>The County will use financial incentives to increase diversion of materials at disposal and transfer facilities.</td>
<td>Free disposal of all recyclables at TSs is offered, and the Clean Green rate is about half of the cost of MSW. Both recycling and Clean Green are subsidized through MSW tipping fees.</td>
</tr>
<tr>
<td>9</td>
<td>Self-Haul Recycling</td>
<td>The County will assess local markets for recycling shingles.</td>
<td>The staff capacity to assess this opportunity is currently unavailable.</td>
</tr>
<tr>
<td>10</td>
<td>Organics</td>
<td>To ensure successful recycling of organics into the future, the County will assess the current and future supply and permitted processing capacity at the Barr Tech compost facility, and other facilities as available.</td>
<td>Barr Tech periodically updates the County on processing capacity. Currently Barr Tech has room to expand and are welcoming uncontaminated food waste.</td>
</tr>
<tr>
<td>11</td>
<td>Organics</td>
<td>The County will establish a committee to evaluate the feasibility of offering collection for food waste and animal manure and identify potential partners.</td>
<td>The staff capacity to assess this opportunity is currently unavailable.</td>
</tr>
<tr>
<td>12</td>
<td>Organics</td>
<td>Local establishments will be encouraged, through educational efforts, to follow the food waste hierarchy when possible.</td>
<td>The County partnered with the Regional Health District in 2018 to create a flyer that would be handed out to restaurants through health inspectors that demonstrates the benefits and feasibility of food share/donation programs. A contributing partner in this endeavor was Feed Spokane, who provides transportation from donated food to food banks, soup kitchens and other donation facilities. The County pursued and received a grant in 2017-18 to work with rural school districts and part of this grant was to educate cafeterias on food waste and waste reduction practices within the cafeteria environment.</td>
</tr>
<tr>
<td>#</td>
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<td>2015 Recommended Action</td>
<td>2020 Status</td>
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<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>13</td>
<td>Organics</td>
<td>The County will assess on-site composting systems both for public institutions, such as schools, and will also promote on-site composting to food-waste generating businesses.</td>
<td>The staff capacity to assess this opportunity is currently unavailable.</td>
</tr>
<tr>
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</tr>
<tr>
<td>1</td>
<td>N/A</td>
<td>Consider modifying the service level ordinance to allow rate structures that will incentivize recycling.</td>
<td>In 2018 the County updated its minimum service level boundary which required curbside trash customers to receive (and pay for) a recycling bin.</td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td>Consider implementing a collection district in densely populated areas of County unincorporated area for mandatory collection.</td>
<td>Before the County updated the minimum service level boundary, the County discussed the option of setting up collection districts and the most beneficial method was to expand the boundary with mandatory recycling.</td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
<td>Encourage certificated haulers to expand commercial recycling services and types of materials collected.</td>
<td>In County code several recyclable items are listed as required with suggested optional items that can be collected in curbside and commercial programs. The County will not encourage certificated haulers to collect items for which there is no market which would contribute to recycling contamination. Haulers and waste consulting businesses have increased commercial recycling services without County influence.</td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
<td>Encourage the expansion of organic materials collection from large generators.</td>
<td>Haulers and waste consulting businesses have taken on this opportunity without County influence.</td>
</tr>
</tbody>
</table>

**Section 6. Collection**

<table>
<thead>
<tr>
<th>#</th>
<th>Subcategory</th>
<th>2015 Recommended Action</th>
<th>2020 Status</th>
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<tbody>
<tr>
<td>1</td>
<td>N/A</td>
<td>Assess the need for additional transfer station or disposal options as necessary to accommodate for growth or change in operations. The County has seen steady growth over the last 5 years but that growth has not exceeded capacity at the transfer stations. The County works closely with the City of Spokane to ensure disposal options are available during maintenance shutdowns of the WTE plant.</td>
<td>The County has explored financial and economic costs (system impacts) for long haul disposal to other sites.</td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td>Identify potential sites to be used for emergency staging and debris storage sites as a result of natural disasters.</td>
<td>Disaster debris planning began in 2017 and is ongoing in 2020 to identify solutions and solidify contracts for land, trucks, and other considerations for natural disaster clean ups.</td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
<td>Promote reuse opportunities at existing locations.</td>
<td>Although scavenging is forbidden at transfer stations due to safety reasons, through the Waste Directory numerous businesses are listed where residents can take their reusable goods, e.g., Goodwill, Habitat for Humanity Reuse store, and others.</td>
</tr>
</tbody>
</table>

**Section 7. Transfer System**

<table>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>N/A</td>
<td>The County will evaluate whether to continue to send waste to the WTE facility or to opt out of the agreement, giving the City a one-year notice that it does not intend to send waste to the WTE facility after year three.</td>
<td>The County continues to send waste to the WTE facility.</td>
</tr>
</tbody>
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**Section 8. Energy Recovery/Incineration**

<table>
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**Section 9. Landfill Disposal**
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<th>2015 Recommended Action</th>
<th>2020 Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>N/A</td>
<td>The County will regularly review their post-closure plan and obligations to ensure adequate funding for closed landfills.</td>
<td>The County revised its long-term liability costs in 2017, saving substantial costs. The County is currently investigating alternatives for continued funding of its closed landfills but has yet to determine a solution that is equitable to all County residents.</td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td>The County and SWAC will monitor developments in alternative processing technologies and discuss the potential for application in the county.</td>
<td>When presented with the opportunity to discuss alternative processing technologies, the County always listens and is open to possibilities.</td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
<td>The County will assess options for long hauling of MSW out of the county as may be necessary.</td>
<td>The County has done this.</td>
</tr>
</tbody>
</table>

### Section 10. Miscellaneous Wastes

<table>
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<tr>
<th>#</th>
<th>Subcategory</th>
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<th>2020 Status</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Agricultural Waste</td>
<td>The County will continue development of emergency response plans regarding agricultural waste.</td>
<td>Agricultural waste is included in the Disaster Debris Emergency Response Plan currently being worked on.</td>
</tr>
<tr>
<td>2</td>
<td>Asbestos Waste</td>
<td>The County will provide information to homeowners on proper identification, handling and disposal methods.</td>
<td>Homeowners that call into the Recycling Hotline are given info on proper identification, handling, and disposal. The County partners with the Spokane Waste Directory to disperse information as well.</td>
</tr>
<tr>
<td>3</td>
<td>Asbestos Waste</td>
<td>The County will work with the Spokane Regional Clean Air Agency (Spokane Clean Air) to develop outreach and education strategies.</td>
<td>The staff capacity to assess this opportunity is currently unavailable.</td>
</tr>
<tr>
<td>4</td>
<td>WTE Ash</td>
<td>The County and City of Spokane will continue to monitor research and investigate alternatives for ash utilization.</td>
<td>The City continues to monitor opportunities.</td>
</tr>
<tr>
<td>5</td>
<td>Biomedical Waste</td>
<td>The County will continue to coordinate with SRHD in the distribution of educational materials for correct management of medical waste generated by residents.</td>
<td>The County continues to do this.</td>
</tr>
<tr>
<td>6</td>
<td>Biomedical Waste</td>
<td>The County will continue to plan and coordinate with the appropriate federal, state, and local agencies regarding emergency response plans involving human or animal diseases.</td>
<td>Human and animal diseases are included in the Emergency Response Plan.</td>
</tr>
<tr>
<td>7</td>
<td>Biosolids</td>
<td>The County will continue to monitor opportunities for increased beneficial use of biosolids, and funding sources for facilities and increased processing.</td>
<td>The County has continued to monitor opportunities while working closely with County wastewater staff.</td>
</tr>
<tr>
<td>8</td>
<td>Contaminated Soils</td>
<td>Continue to allow the private sector to manage and dispose of contaminated soils in permitted facilities.</td>
<td>This is allowed with documentation of the type of contamination, administered through the Health District.</td>
</tr>
<tr>
<td>9</td>
<td>Paper Sludge</td>
<td>Continue to allow the private sector to appropriately manage and dispose of its paper sludge wastes, with emphasis on reduction and recycling.</td>
<td>This is allowed and administered through the Health District.</td>
</tr>
<tr>
<td>10</td>
<td>Tires</td>
<td>The County and cities will implement purchasing programs for recycled tire products as practicable.</td>
<td>The County does not have the staff capacity to pursue this opportunity.</td>
</tr>
<tr>
<td>#</td>
<td>Subcategory</td>
<td>2015 Recommended Action</td>
<td>2020 Status</td>
</tr>
<tr>
<td>---</td>
<td>-------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>11</td>
<td>Tires</td>
<td>The County will continue to promote and implement programs to reduce tire waste.</td>
<td>In 2018 and 2019 the County applied for and received Dept. of Ecology grants to host tire collection events for residents in Spokane County. One-day events in Millwood, Latah, Fairfield, Deer Park, and Airway Heights have been held, which are open to surrounding area residents as well. The County does not have staff capacity to pursue point of sale programs.</td>
</tr>
<tr>
<td>12</td>
<td>Tires</td>
<td>The County will provide to consumers information on tire maintenance, tire repair, and lifecycle costs to encourage purchase of longer-life tires.</td>
<td>The County does not have staff capacity to pursue this type of education and outreach.</td>
</tr>
</tbody>
</table>

**Section 11. Construction, Demolition, Landclearing, and Inert Waste**

<table>
<thead>
<tr>
<th>#</th>
<th>Subcategory</th>
<th>2015 Recommended Action</th>
<th>2020 Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>N/A</td>
<td>The County will continue to provide waste reduction and recovery outreach and education materials for construction, demolition, landclearing and inert waste (CDL/I).</td>
<td>The County does not have staff capacity to provide this type of education and outreach.</td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td>The County will consider establishing waste diversion specifications for County projects.</td>
<td>The County does not have staff capacity to pursue this opportunity.</td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
<td>The County will provide information on recycled content building materials to contractors and member jurisdictions for use in municipal projects.</td>
<td>The County does not have staff capacity to pursue this opportunity.</td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
<td>The County will consider requiring diversion of construction and demolition materials from residential and commercial projects in the County.</td>
<td>The County does not have staff capacity to pursue this opportunity.</td>
</tr>
<tr>
<td>5</td>
<td>N/A</td>
<td>The County will consider the implementation of economic incentives to stimulate markets for CDL/I recovery.</td>
<td>The County does not have staff capacity to pursue this opportunity.</td>
</tr>
<tr>
<td>6</td>
<td>N/A</td>
<td>The County will evaluate the feasibility of developing CDL/I recovery capacity at the County transfer stations.</td>
<td>The County does not have staff capacity to pursue this opportunity.</td>
</tr>
</tbody>
</table>

**Section 12. Moderate Risk Waste**

<table>
<thead>
<tr>
<th>#</th>
<th>Subcategory</th>
<th>2015 Recommended Action</th>
<th>2020 Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Education and Outreach</td>
<td>The County will continue existing education and outreach efforts on proper handling, disposal, and use of alternative products.</td>
<td>The County does not have staff capacity to pursue this opportunity.</td>
</tr>
<tr>
<td>2</td>
<td>Education and Outreach</td>
<td>The County will expand HHW outreach in K-12 classrooms using school resources available from Ecology and Washington Toxics Coalition.</td>
<td>The County does not have staff capacity to pursue this opportunity.</td>
</tr>
<tr>
<td>3</td>
<td>HHW Collection</td>
<td>The County will consider offering periodic collection events for residents in rural areas of the County.</td>
<td>With grant funds, the County offered two HHW collection events in rural towns, Fairfield and Deer Park, in 2019. Both had poor turnout despite being advertised through County and local means. The cost to offer collection events outside of the transfer stations is cost-prohibitive without grant funds.</td>
</tr>
<tr>
<td>4</td>
<td>HHW Collection</td>
<td>The County will consider offering on-call services for senior citizens and physically challenged individuals.</td>
<td>The County is financially unable to support such a program at this time.</td>
</tr>
<tr>
<td>#</td>
<td>Subcategory</td>
<td>2015 Recommended Action</td>
<td>2020 Status</td>
</tr>
<tr>
<td>----</td>
<td>--------------------</td>
<td>-----------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>5</td>
<td>HHW Collection</td>
<td>The County will continue to collect HHW at the transfer stations, and HHW will be collected at the WTE facility.</td>
<td>The County is doing this.</td>
</tr>
<tr>
<td>6</td>
<td>Business Technical Assistance</td>
<td>The County will provide technical assistance to businesses through the County website, and at the transfer stations.</td>
<td>The County refers businesses to the EnviroCertified program, and to call their haulers if they would like technical assistance. The transfer stations do not provide technical assistance to businesses.</td>
</tr>
<tr>
<td>7</td>
<td>Business Technical Assistance</td>
<td>The County will make available to businesses information on purchasing re-refined lubricating oil and will assess the availability of its use in County vehicles.</td>
<td>The County does not have staff capacity to pursue this opportunity.</td>
</tr>
<tr>
<td>8</td>
<td>Product Stewardship</td>
<td>The County will support State product stewardship programs through outreach and education to businesses and residents.</td>
<td>The County supports Northwest Product Stewardship as well as other programs through the advocacy performed by the Washington Association of County Solid Waste Managers (WACSWM). Furthermore, the County has provided text and images for bill inserts in participating jurisdictions with the subject matter about the e-cycle and light cycle Washington programs.</td>
</tr>
</tbody>
</table>

### Section 13. Administration and Enforcement

<table>
<thead>
<tr>
<th>#</th>
<th>Subcategory</th>
<th>2015 Recommended Action</th>
<th>2020 Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Enforcement</td>
<td>The County will coordinate enforcement activities with the member jurisdictions to attain maximum impact without duplication.</td>
<td>The Health District is tasked with solid waste enforcement. They work directly with the affected parties to solve solid waste problems. To reduce enforcement needs, the County produced a Load Warrior campaign that it began in spring 2017 to help prevent litter on roadways. Implementation of an uncovered load fee began in earnest in January 2020 at the transfer stations for any vehicle entering the transfer station with an uncovered load.</td>
</tr>
<tr>
<td>2</td>
<td>Administration</td>
<td>The County will work with the member jurisdictions to improve coordination regarding cleanup of illegal dumping sites, education, and prevention programs.</td>
<td>The Health District is tasked with solid waste enforcement, including cleanup of illegal dumping sites. The County has developed a close relationship with the Geiger Prison Litter Crew, who performs the actual clean-up of roadways and illegal homeless dump sites. Through this partnership in 2017 the County began to market out to community groups a “Team Up to Clean Up” program where concerned citizens can gather a group of volunteers to clean up a trail/roadside/ or other area and the Geiger Litter Crew will pick up the trash bags from the clean-up, and the County gives the Geiger litter crew free disposal of that litter at the transfer stations.</td>
</tr>
</tbody>
</table>
J.3 HISTORY OF LANDFILLS IN SPOKANE COUNTY

Six closed landfills are located within Spokane County. Three of the landfills are owned by Spokane County and two are owned by the City of Spokane. All City and County-owned landfills are undergoing post-closure activities. All closed landfills are located in unincorporated areas of the County. These landfills are shown in Table J.2 along with their closure date.

Table J.2. Landfills within Spokane County

<table>
<thead>
<tr>
<th>Landfill</th>
<th>Status</th>
<th>Owner</th>
<th>Date Waste Delivery Ceased</th>
<th>Years that site has been in Post-Closure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colbert Landfill</td>
<td>Closed</td>
<td>Spokane County</td>
<td>Operations – Oct. 1986; Covered 1996</td>
<td>+30</td>
</tr>
<tr>
<td>Greenacres Landfill</td>
<td>Closed</td>
<td>Spokane County</td>
<td>Operations – 1972; Covered 1998</td>
<td>+40</td>
</tr>
<tr>
<td>Southside Landfill</td>
<td>Closed</td>
<td>City of Spokane</td>
<td>Operations – 1987; Covered – 1988</td>
<td>+30</td>
</tr>
</tbody>
</table>

COLBERT LANDFILL

The Colbert Landfill is located approximately 2.5 miles north of Colbert, Washington, and approximately 15 miles north of Spokane, Washington. The closed landfill is surrounded primarily by rural residential development and open lands. The area south of the site contains forested lands, open fields, and a few residential homes. The Spokane County Recycling Center and Transfer Station is located immediately west of the site’s groundwater treatment facility. There are residences located within the footprint of the groundwater plume in all directions around the landfill.

The landfill operated from 1968 to 1986. During a 5-year period between 1975 and 1980, the landfill accepted spent solvents and other chemical waste that were subsequently poured into open tranches to mix with the soil or ordinary municipal refuse already in the trench. The solvents typically included 1,1,1-trichloroethane (TCA); methyl ethyl ketone (MEK); poly thinner; enamel thinner; toluene; paint remover; and primer wastes.

In 1980, EPA, Washington State Department of Ecology (Ecology), and the Spokane County Utilities Department conducted an investigation into public complaints about disposal practices by initiating a groundwater sampling study of nearby domestic water wells. Groundwater samples collected from 20 domestic wells contained contaminants at
concentrations above drinking water standards that were, in part, traced to the spent solvents disposed of at the landfill.

Following domestic well sampling, a Remedial Investigation/Feasibility Study (RI/FS) was completed and EPA issued a Record of Decision (ROD) in 1987, which selected a remedy based on the results of the RI/FS. The selected remedy included a pump and treat (P&T) system for groundwater, landfill closure and post-closure components for source control, plus institutional controls and an alternate water supply to impacted residents. Additional site characterization and investigation was completed in 1990 as part of the Phase I engineering assessment (Landau Associates 1991) to collect additional information needed to initiate the final design of the P&T system.

Construction of the P&T system was completed in 1994. The P&T system operated successfully for 20 years. In 2014, an EPA recommended shut-down test was initiated to determine if the facility was continuing to add any significant benefit to the cleanup.

The programs currently in place include a Shut-Down Test (lower aquifer) for the pump and treat system; and upper aquifer compliance groundwater monitoring (includes 1,4-dioxane monitoring and Minimum Functional Standards (MFS) monitoring of the upper aquifer); residential well monitoring (includes both upper and lower aquifers); supplemental sampling (includes both upper and lower aquifers); and landfill cover maintenance and monitoring.

**GREENACRES LANDFILL**

The Greenacres Landfill was used as a dump site as early as the 1940s. In 1951, the property was deeded to the Greenacres Township for use as a municipal dump. Upon dissolution of the township governmental structure in 1967, the responsibility for operating and regulating the site passed to Spokane County in 1968. Spokane County owns the landfill and was responsible for landfill operations until the site was closed in 1972.

During routine monitoring in 1978, Ecology discovered contaminants in a residential well located 600 feet downgradient of the landfill. In 1983, as a result of the contamination found at the well, the site was nominated for Superfund eligibility. The Greenacres Landfill was placed on the National Priorities List (NPL) in 1984 by the EPA.

In 1988, the County initiated a RI/FS. The RI was completed in 1989 and the FS in 1991. The final FS contained two different points of view. This is an uncommon occurrence, and because of the disagreement on the necessity for compliance with certain regulations, both Ecology and Spokane County’s points of view were included in the final FS.

In 1994, Ecology issued an Enforcement Order requiring the County to monitor the groundwater for a number of indicator parameters over a 3-year period. At the end of the 3 years, a statistical analysis was performed to determine if the groundwater data met the “No Further Action” criteria outlined in the Enforcement Order. The data did not meet these criteria, and an RA involving the construction of an impermeable landfill cover and associated components was required.
The landfill cover system construction was completed in 1998. Other components include a landfill gas treatment system and a stormwater collection system. The site also incorporated a long-term groundwater monitoring program that is currently ongoing.

**MICA LANDFILL**
The Mica Landfill was an MSW landfill owned by Spokane County and operated from 1972 to late 1991. From 1974 to 1987, Kaiser disposed of aluminum slag, known as black dross, at Mica. In 1984, a dangerous waste permit application was submitted to Ecology for disposal of black dross at the landfill.

In 1981, the EPA sampled the original Mica monitoring well and a domestic well located one-half mile to the south of the landfill. A chlorinated solvent, 1,1,1-Trichloroethane, was detected in both wells. In response, Spokane County initiated a three-phase assessment of the potential groundwater contamination. EPA conducted a preliminary assessment in 1984; and in 1985, Mica Landfill was added to the NPL.

In 1988, Ecology and Spokane County entered into a Consent Decree obligating the County to perform an RI/FS. The RI was completed and approved in 1992. As a result of the findings in the RI, Spokane County agreed to place a dangerous waste cover on the landfill as part of an Interim Action (IA) clause of the Model Toxics Control Act (MTCA). Cover system construction began in early 1994 and was completed in July 1995. The landfill cover system includes leachate and gas collection systems and stormwater controls.

Under the IA agreement, the landfill was monitored for a period of 5 years after completion of the cover system construction. At the end of the 5-year period (ending in 2000), Ecology reviewed the monitoring data collected at the landfill to evaluate cover performance and establish groundwater compliance criteria. Based on this review, Ecology approved a Final Cleanup Action Plan in 2001 that incorporates the same components as the IA and includes a landfill cover system, leachate and gas collection systems, stormwater controls, institutional controls, standard maintenance, and operations, and a long-term groundwater monitoring program.

**NORTHSIDE LANDFILL - CLOSED PORTION**
The Northside Landfill (NSLF), owned by the City of Spokane, is a 345-acre site in the northwest corner of the City of Spokane. The site became the area’s primary refuse dump in about 1931. During the 1930s and into the 1940s, the northeast portion of the site was an open dump where the refuse was burned. A refuse incinerator was constructed in the 1940s, but open burning continued at the site into the late 1950s. Between 1962 and 1973, landfilling began in the central area of the site using land-spreading techniques. In 1973, trench filling began in the landfill area adjacent to Nine Mile Road.

In the early 1980s, hydrogeological investigations revealed the presence of volatile organic compounds (VOCs) in offsite groundwater samples taken from residential wells located northwest of the landfill. The City of Spokane immediately supplied the residences with bottled water and approved the extension of municipal water to the area.

On October 15, 1984, the EPA proposed the NSLF for inclusion on the NPL, which designates the site as a priority cleanup site. The site was formally placed on the NPL on
June 10, 1986. In February 1986, Ecology and the City of Spokane signed an agreement for the NSLF site. Based on that report, dry cleaning sludge and wastewater treatment plant skimmings were identified as potential sources of chemical contamination in the landfill waste.

The City conducted an RI and submitted a draft RI report in October 1986; a draft FS report was submitted in early 1987. In this report, the City of Spokane evaluated various alternatives for addressing contamination problems in three areas: contaminated refuse, treatment plant skimmings, and groundwater.

After reviewing the draft FS, EPA and Ecology asked the City of Spokane to install additional monitoring wells. These wells were required to help characterize the extent of the contamination plume in the aquifer. The City and Ecology were unable to come to an agreement on the proposed wells, and Ecology requested that EPA take lead agency status for the project. Subsequently, EPA signed a consent order with the City of Spokane on March 16, 1988, to complete the wells and undertake future remedial actions. On January 23, 1991, the U.S. District Court formally signed the NSLF Consent Decree.

The NSLF stopped receiving wastes by December 31, 1991, in accordance with the Consent Decree. Landfill closure activities were initiated with the development of the Closure and Future Operations Plan for the NSLF (CH2M HILL, 1991). Closure activities that have been completed at the site include:

- Groundwater extraction and treatment (system construction completed April 1992).
- Landfill gas collection and treatment (system construction completed November 1992)
- Onsite sewer relocation, operation, and maintenance (system construction completed December 1992)
- Construction of a cover system for the old 150-acre landfill area in accordance with the MFS (WAC 173-304) (system construction completed November 1992).
- Surface water drainage control and infiltration system (system construction completed November 1992)
- Groundwater monitoring (ongoing)

In 1993, the Washington State Professional Engineers Association gave the Outstanding Civil Engineering Achievement Award of Merit to the NSLF Closure Project.

The City of Spokane continues to perform gas extraction, gas sampling, cover system maintenance and water monitoring on the site during the post-closure period. The groundwater extraction and treatment system functioned until indicator VOC parameters monitored in groundwater wells fell below the threshold criteria established in the Consent Decree. In December 2012, Ecology approved beginning the two-year shutdown period to demonstrate whether the clean-up goals had been met. The two-year period was successful, and in September 2020, EPA removed the landfill from the NPL. Operation and maintenance of the landfill gas collection control system; maintenance of the landfill cover; and groundwater monitoring will continue to be required and EPA will review site data every five years to ensure the groundwater continues to meet the clean-up goals. In 2020, the City
began a project to refurbish the landfill infrastructure to carry it through the post closure period.

**SOUTHSIDE LANDFILL**

This closed landfill contains approximately 72 acres, is over 30 years old, and was part of the Moran Township disposal site prior to 1960. The Southside Landfill stopped accepting waste on July 21, 1987. During 1988, the site was closed in compliance with Washington State landfill closure requirements (WAC 173-304). The final cover system consists of a landfill gas collection and treatment system, a geomembrane cover [60-mil High Density Polyurethane (HDPE)], drainage and vegetation layers, and stormwater control berms and ditches.

The site is secured around its entire perimeter, with no public access. Operations include erosion control, grading control and repair, maintenance, site security, operation of a landfill gas flare station, internal and external methane control, cap maintenance, and ongoing gas and groundwater monitoring.

In 2020, the City began a project to refurbish the landfill infrastructure to carry it through the post closure period.

**MARSHALL LANDFILL**

The Marshall Landfill is privately owned and was privately operated. The landfill is located eight miles southwest of the City of Spokane, about 0.5-mile west of the unincorporated town of Marshall. The landfill consists of four primary historic land use areas, including:

- **The Main Landfill:** approximately 25 acres, this landfill operated from 1970 to 1990. After the landfill was closed, it was covered with sand. It is located within the south-central portion of the Site.

- **The Five-Acre Landfill:** approximately 200 feet northwest of the Main Landfill and about 5 acres in size, this waste disposal area is located within the northwest portion of the Site. Waste was disposed within the Five-Acre Landfill during the period from 1980 through 1984. After it was closed, it was capped with 2 feet of compacted clay.

- **The Gravel Pit:** This area is currently operated as a gravel pit by Action Materials and is north of the Main Landfill and east of the Five-Acre Landfill.

- **The Former Spokane County Landfill:** This property was operated by Spokane County as a daily-burn landfill from the 1950s until 1970 and is located adjacent to the southern boundary of the Main Landfill.
Prior to closure, the Marshall Landfill received MSW and demolition debris from the Cities of Cheney, Spangle, Medical Lake, and Airway Heights, as well as from southwest portions of Spokane County, at a rate that exceeded 20,000 cubic yards per month. Waste disposed at the Marshall Landfill site included oily wastewater, latex paint, caustic soda solution, used oil, sludge, perchloroethylene (PCE) contaminated soil, and more.

The Marshall Landfill accepted solid waste from 1970 to December 1991, when its existing variance from the SRHD expired. It was granted a limited variance in 1992 from the SRHD to allow for closure. However, the landfill never operated under the 1992 variance, and closure has not been completed. The company that operated the Marshall Landfill was financially insolvent when operations ceased, and the landfill was never officially closed. The Remedial Investigation/Feasibility Study was completed in 2018, and the Washington Department of Ecology is currently developing the Cleanup Action Plan (CAP) for the Marshall Landfill site.
Appendix K

City of Cheney

Comprehensive Solid Waste Management Plan
Comprehensive Municipal Solid Waste, Recycling and Moderate Risk Waste Management Plan

January 14, 2021
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5.0 Recommendations

6.0 Appendices

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Appendix 2: Comprehensive Solid Waste Management Study 2012-2031
Appendix 3: Solid Waste Residential Curb Side Service and Recycling Facility Map
Appendix 4: Capital Facilities Plan 2020-2025
Appendix 5: Cheney Municipal Code Chapter 8.12 Solid Waste Disposal
Appendix 6: Cheney Municipal Code Chapter 8.16 Yard Waste Disposal
Appendix 7: Projected Needs and Financing for Solid Waste Handling
Appendix 8: SEPA DNS & Checklist
Appendix 9: Resolution Adopting Cheney Comprehensive Municipal Solid Waste, Recycling, and Moderate Risk Waste Management Plan
Appendix 10: City of Spokane - Interlocal Agreement for disposal of MSW
Appendix 11: Contamination Reduction and Outreach Plan (CROP)

Web Site References:

Cheney Comprehensive Plan 2010 to 2030:

http://www.cityofcheney.org/long-range-planning
1.0 Purpose

1.1 Objective

In 2009, the City of Cheney took control of its solid waste stream and in conformance with its Comprehensive Municipal Solid Waste, Recycling, and Moderate Risk Waste Plan (CMSWRMRWP), arranged for all aspects of management as required under RCW 36.58, RCW 70A.205, RCW 70A.300, RCW 70.165, WAC 173-350 in Municipal Solid Waste (MSW), Moderate Risk Waste (MRW), and Waste Reduction and Recycling in compliance with other required applicable state laws and regulations. The City committed to selecting management alternatives that minimize long-run costs to ratepayers while maximizing future flexibility to produce a sustainable long-range solution to municipal solid waste, recycling and moderate risk waste. This plan encompasses only the corporate limits of the City of Cheney.

1.2 Background

In 1987, an interlocal agreement with the City of Spokane, Spokane County and other local governments was entered into for the purpose of constructing the Spokane Regional Solid Waste Disposal Facility ("WTE") to manage the handling and disposal of solid waste generated within the City and unincorporated areas of the County. To ensure solid waste would be delivered to the WTE, the County agreed, through its police power, to designate the system as the sole site for disposal of solid waste collected within the unincorporated area through a "flow control ordinance." On September 28, 1989, the City of Cheney, through an interlocal agreement agreed and covenanted to exercise its police power and direct the deposit of solid waste within its corporate limits to the WTE. (Appendix 1) This interlocal agreement was based upon an adopted Spokane County Solid Waste Management Plan. The interlocal agreement provided for a term of 25 years, or for so long as bonds for the facility remained outstanding.

In 2009, the City of Cheney elected to manage and operate the collection of solid waste within its corporate limits. The City acquired equipment, facilities, and necessary personnel in order to collect and transfer its solid waste. The City adopted an emergency solid waste management plan for the purpose set forth in this paragraph and on January 1, 2010, began its solid waste operations.

Washington State law assigns primary responsibility for solid waste handing to local governments such as a city. To properly collect, transport, and dispose of solid waste, to include recovery and recycling, cities must engage in and adopt plans for solid waste management. This can occur in one of three ways. A city may (1) adopt a solid waste plan for integration into the comprehensive county plan, (2) enter into an agreement with the county whereby the city participates in preparing a joint city-county plan, or (3) authorize the county to prepare a plan for the city's solid waste management, which will become part of the county comprehensive plan (RCW 70A.205.040). Through this document, the City of Cheney desires to adopt its own solid waste management plan for integration into the County Comprehensive Solid Waste Management Plan, to the extent such provisions of the County Plan are relevant to the collection and disposal of solid waste in the City of Cheney.

As part of the development of this Comprehensive Solid Waste Management Plan, the City conducted a Comprehensive Solid Waste Management Study (CSWMS). Cheney’s CMSWRMRWP recommends alternatives identified in the Comprehensive Solid Waste Management Study. In development of the CMSWRMRWP, the Public Works and Utilities Committee (formerly the Public Works Advisory Committee) consists of three City Council members reviews the plan and public comments. The PWUC meets to review Public Works related items. The PWUC further assisted in the development of programs
and policies concerning solid waste handling and disposal to include review and comment on City policies and ordinances presently in existence and to be adopted. The PWUC further reviews levels of service in the collection, waste reduction and recycling element of the CMSWRMRWP. This plan has also been developed in consultation with the Washington State Department of Ecology.

1.3 Executive Summary

The City’s current collection operation of MSW, recycling, and clean green will continue as currently provided including management of recycling and clean green waste. Alternative requirements as part of the City’s own CMSWRMRWP include alternatives and solutions for MSW disposal, MSW self-haul, and Moderate Risk Waste (MRW) management of collection, disposal, and education.

The City of Cheney provides municipal solid waste (MSW) collection services within its municipal jurisdictional boundaries. Cheney provides mandatory weekly MSW services that includes residential automated cart service; multi-family residential automated cart, dumpster or roll-off compactor service, commercial automated cart, dumpster, roll-off container, or roll-off compactor service. Other services include subscription dumpster and roll-off services, and large item curbside pickup service.

City of Cheney currently contracts with the City of Spokane (Appendix 1) for disposal of all MSW collected within its jurisdictional boundaries to the Spokane Waste to Energy Plant located at 2900 S. Geiger Blvd., Spokane, approximately 12 miles from Cheney.

Currently, citizens of Cheney can self-haul disposal items to one of the three Spokane County regional collection sites. These sites collect a fee for disposal of MSW and clean green waste, and provide free drop off services for Moderate Risk Waste (MRW) and recycling products. Funding for the free MRW and recycling programs are paid through MSW gate fees collected at one of the three regional system disposal sites and regional Ecology LSWFA grants. The gate fees are collected from self-haulers, or through mandatory and subscription collection contractors or municipalities that are required to dispose MSW at one of the three regional facilities.

The Cheney Recycling Facility and Clean Green drop off center (a source separated recycling center is located at 100 Anderson Road. The Clean Green drop center is open from dawn to dusk during the months of March through November. In addition to the Clean Green drop off center, the City's Solid Waste Division provides Clean Green curbside service picked up once a week. Clean Green curbside service is subscription based, with service offered from April to October of each year.

The City of Cheney currently manages its education program through utility bill newsletters and inserts, City website, and volunteer programs through citizens, businesses, public schools and Eastern Washington University.

The Plan is to continue existing solid waste services as currently provided and recommends collection and disposal alternatives and solutions as a means to improve solid waste disposal of MSW, self-haul collection and disposal, and collection and disposal of MRW. The alternatives are identified in the Cheney Comprehensive Solid Waste Management Study 2012-2031 and have been discussed in this document.

The current interlocal agreement between Cheney and City of Spokane allows MSW disposal to continue at the Waste to Energy Plant. Alternatively, we may contract with an area transfer station for the disposal of its MSW (CSWMS 2012-2031, Section 1.3, Alternative C). The term of this contract at the selected transfer station will be based on tonnage costs and updated feasibility study as a decision tool to provide
an option for the City to construct its own transfer station as described in section 3.3 and identified in CSWMP, Section 1.4. Currently the City has selected a site to construct its own transfer facility within its jurisdiction with design, permitting, and construction completion by 2024, if necessary, although the City has not found it necessary at this time.

As provided in section 2.1 collection services, Cheney residents are provided the opportunity to dispose of items that are not part of their mandatory collection services through the City’s annual Clean Sweep event (section 2.1.9) and large item pick up (Section 2.1.10). Currently, residents of Cheney can also self-haul disposal items to one of the three regional disposal sites.

MRW which does not generate sufficient volumes to make continuous acceptance at the Cheney Recycling Facility feasible, the City of Cheney will incorporate MRW into its annual Cheney Clean Sweep event. The collection site during this event (which occurs annually) will be at the Cheney Recycling Facility and MRW products will be collected that day and removed from the site immediately following the event. The City will contract for MRW disposal from a certified contractor. This program will require substantial education and encouragement as the part of the City’s Educational Program (section 2.3). Residents will regularly be encouraged throughout the year to utilize the services available at the Cheney Recycling Center, and to save up MRW which cannot be accepted at the Recycling Facility, and hold it for the disposal event. The Cheney Solid Waste Division will advertise the date and location of MRW collection event well in advance, and accommodate drop-off acceptance of these materials. If residents choose, they may self-haul MRW to the WTE and pay any appropriate fees at the facility as a resident within the county.

2.0 Current Conditions

The City of Cheney provides municipal solid waste (MSW) collection services within its municipal jurisdiction. Cheney provides mandatory weekly MSW services that includes residential automated cart service; multi-family residential automated cart, dumpster, or roll-off compactor service; commercial automated cart, dumpster, roll-off container, or roll-off compactor service, and Eastern Washington University 40 cubic yard compactor service. Other services include subscription dumpster and roll-off services, and large item curbside pickup service. MSW generated from residential and commercial customers are currently disposed at the Regional Waste to Energy (WTE) Plant located at 2900 S. Geiger Blvd., Spokane, approximately 12 miles from Cheney.

The Cheney Recycling Facility and Clean Green drop off center are located at 100 Anderson Road. The Clean Green drop center is open from dawn to dusk during the months of March through November. In addition to the Clean Green drop off center, the City’s Solid Waste Division provides Clean Green curbside service picked up once a week. Clean Green curbside service is subscription-based with service offered from April to October of each year.

In 2012, the City of Cheney conducted an analysis and feasibility study for addressing MSW, recycling, clean green, and moderate risk waste. This document titled City of Cheney Solid Waste Comprehensive Management Study 2012 to 2031 provides the best management alternatives for collection and disposal needs and is incorporated in Cheney’s CMSW/WMRWP. (Appendix 2)
2.1 Collection Services

2.1.1 MSW Residential Collection Service

MSW collection service for residential automated cart include subscription service for weekly pick up for a 64-gallon, 96-gallon cart, or a 20-gallon conservation cart. Collection service for residential automated carts is provided weekly, Monday through Thursday depending on the location of service as described in the residential service area map. (Appendix 3.0)

2.1.2 MSW Multi-family Collection Service

MSW collection service for multi-family units are provided either through automated cart service, for smaller multi-family units (e.g., duplex, triplex, 4-plex), dumpster service at capacities of 1 to 8 cubic yards, or roll-off compactor service at capacities of 10 to 40 cubic yards. Collection service for multi-family residential are provided weekly Monday through Friday, depending on the location of service. Determination of multi-family collection needs is determined individually on a case-by-case basis. Based on route sheets and via the City’s billing system, the City maintains a list of multi-family units that are served throughout the city.

2.1.3 MSW Commercial Collection Service

MSW collection service for commercial are provided either through automated cart service, for smaller commercial businesses, dumpster service at capacities of 1 to 8 cubic yards, roll-off service at capacities of 10 to 40 cubic yards, or roll-off compactor service at capacities of 10 to 40 cubic yards. Collection service for commercial are provided weekly Monday through Friday, depending on the location of service.

2.1.4 MSW Eastern Washington University Collection Service

Eastern Washington University collects MSW around the university campus to a central location into a 40 cubic yard compactor unit that is serviced by the City of Cheney through its roll-off compactor service.

2.1.5 Miscellaneous Collection Services

Other collection services provided by the City of Cheney includes subscription dumpster services at capacities of 1 to 6 cubic yards and roll-off container services at capacities of 10 to 40 cubic yards. Additional services include large item curbside collection through customer request. Miscellaneous waste generated within the City of Cheney for City collection services include MSW, regulated asbestos waste, construction, demolition, land clearing and inert waste (CDL&I). Fees for miscellaneous collection services are set by City Council Resolution and available is available upon request or on the City of Cheney website.

2.1.6 MSW Self Haul Service

Currently through the Regional Solid Waste Management System, citizens of Cheney can self-haul disposal items to one of the three Spokane County regional collection sites. These sites collect a fee for disposal of solid waste and clean green waste, and provide free drop off services for Moderate Risk Waste (MRW) and recycling products. Funding for the free MRW and recycling programs are paid through MSW gate fees collected at one of the three regional system disposal sites and regional Ecology LSWFA grants. The
gate fees are collected from self-haulers, or through mandatory and subscription collection contractors or municipalities that are required to dispose MSW at one of the three regional facilities.

### 2.1.7 Recycling Collection Service

Cheney opened its Recycling Facility in 1994. The Recycling Facility is located at 100 Anderson Road in Cheney. Recycling products accepted at the facility include:

- Ferrous and non-ferrous metals
- Batteries (household)
- Cardboard (corrugated)
- Paper Products (colored ledger paper, computer paper, magazines, newspapers, phone books, white ledger paper)
- Aluminum
- Plastic Products (HDPE and PETE)

### 2.1.8 Clean Green Collection Service

Clean Green Collection is located at 100 Anderson Road in Cheney next to the Recycling Facility. The Yard Waste Facility is a free drop-off service to residents of Cheney from March to November, weather permitting. The collection site consists of three roll-off containers for drop-off disposal that are easily accessed by Cheney residents that choose to self-haul. In addition to the drop-off site for disposal of clean green materials, Cheney citizens can subscribe for curbside cart service that is picked up once a week from April to October of each year. Commercial landscape businesses are required to pay an annual permit fee for the disposal of yard waste collected within the city limits.

The following yard waste materials are acceptable for disposal:

- leaves
- grass clippings
- pinecones
- pine needles
- weeds (except herbicide tainted material)

Brush, pruning and branches are also acceptable yard waste material but must be no larger than two inches in diameter and four feet in length.

### 2.1.9 Cheney Clean Sweep

Cheney Clean Sweep, started in 2010, is an annual, one day, Saturday event in April that allows citizens of Cheney to self-haul disposable and large recyclable items to a primary collection area located in the city. Recycling items include construction debris, metals, tires, and office shredding service. The City provides dumpsters for MSW, and source separated construction debris and metals that are deposited in roll-off containers. Tire disposal and shredding services are sponsored by local businesses. During the event, over 200 volunteers walk the streets and alleys picking up litter and trash. This event has proven to be a success as the community offers this program annually. There is no charge for disposal for citizens during this event.
2.1.10 Large Item Pick up

Large Item Pick up is a subscription for curbside pick-up for customers wanting to dispose of large items not fitting into their cart. Prior to the Cheney Clean Sweep event, the City mails out large item pick up information in utility bills to citizens of Cheney providing them the opportunity to sign up for this low-cost disposal of large items. These large items are collected at the residents’ curb on the same day as their scheduled MSW garbage. Large Item Pick up continues to be offered on an annual basis.

2.2 Disposal and Generation

2.2.1 MSW Disposal

The City of Cheney currently disposes all MSW collected within its jurisdictional boundaries at the Spokane Waste to Energy Plant located at 2900 S. Geiger Blvd., Spokane, approximately 12 miles from Cheney. Spokane County and Spokane Municipalities are required to transfer all Municipal Solid Waste (MSW) to one of the three regional disposal sites which include the North Transfer Station, Valley Transfer Station, or the Waste to Energy Plant.

2.2.2 Miscellaneous Disposal

The City of Cheney currently disposes all of its construction, demolition, land clearing, and inert waste (CDL&I) to Graham Road limited-purpose landfill located west of Airway Heights, at 1820 S. Graham Road, Medical Lake, WA. The Graham Road Facility is owned and operated by Waste Management. There is contract for this service. Whomever the disposer is, they pay the disposal fee at the gate. If the City hauls, the city pays the gate and/or tonnage fee, and that is passed on to the customer.

2.2.3 MSW Generation

The total MSW tonnage generated within the city of Cheney is expected to increase by 24% by 2040 (Table 2.2.1). This solid waste generation forecast is based upon population figures in the 2017 to 2037 City of Cheney Comprehensive Plan. The forecast assumes a 1.4% annual average population growth over the next 20 years. This figure was then used to forecast the growth in residential tonnage using a 0% per-capita yearly increase in waste generation due to ongoing recycling education.

The forecast applies a 1% annual growth rate in all other waste generation, which should grow at close to the same rate as the population.
2.2.4 MSW Deficiencies

The City does not have any deficiencies in its solid waste handling facilities as identified in the Comprehensive Solid Waste Study 2012 to 2031. Several alternatives identified in this study provide the City with flexibility in providing its citizens low-cost collection and disposal alternatives and solutions.

2.2.5 Recycling Products Disposal

The Cheney Recycling Facility can accommodate all current recycling volumes to its citizens in the City of Cheney. The City of Cheney Solid Waste Division transports separated cardboard, paper products, plastic products, and metals to local recycling vendors. Used batteries and motor oil are collected on site and disposed of through vendors. Proper testing of motor oil for contamination is provided by solid waste staff and verified through vendor at disposal.

2.2.6 Clean Green Waste Disposal

The Cheney yard waste drop-off area consists of roll-off disposal bins placed for easy access by residents. This set-up is currently undersized and will need to expanded or relocated. The proposal is to construct a drop off pad east of the current site to accommodate current and future volumes, which has not occurred as of 2020 (The 2020-2025 Capital Facilities Plan indicates expansion of the recycling and yard waste site beginning in 2021). In addition, this pad will reduce the risk of residents dumping into roll-off boxes. The new proposed site will allow more efficient operations in processing and hauling yard waste for bio-solids operation. Yard waste is mixed with the city’s wastewater bio-solids to produce a compost product. Yard waste disposal volumes are consistent with the bio-solids operation and will accommodate capacity for future needs. The compost services are very popular with residents of the community, as we continue to offer this as a public service.

### Table 2.2.1

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2021</th>
<th>2025</th>
<th>2030</th>
<th>2040</th>
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<tbody>
<tr>
<td>Population</td>
<td>11,650</td>
<td>12,323</td>
<td>12,890</td>
<td>13,635</td>
<td>15,256</td>
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<tr>
<td>Total Generation (tons)</td>
<td>6,486</td>
<td>6,861</td>
<td>7,177</td>
<td>7,591</td>
<td>8,494</td>
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<tr>
<td>Residential Generation (tons)</td>
<td>4,660</td>
<td>4,929</td>
<td>5,156</td>
<td>5,454</td>
<td>6,102</td>
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<tr>
<td>Commercial Generation (tons)</td>
<td>1,826</td>
<td>1,932</td>
<td>2,021</td>
<td>2,137</td>
<td>2,392</td>
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<tr>
<td>Per Capita Residential (tons)</td>
<td>0.40</td>
<td>0.40</td>
<td>0.40</td>
<td>0.40</td>
<td>0.40</td>
</tr>
</tbody>
</table>

* Note, this assumes 0% per year increase in per capita generation.

** Note, 2016 generation and population figures are actual.
2.3 Education Program

2.3.1 Utility Bill Newsletter

The City of Cheney manages utilities (water, wastewater, solid waste, and electric) for its customers. Each month a newsletter is include in the utility bill that provides educational information spanning a broad range of topics. Information and education on solid waste, recycling, clean green, and compost are regularly seen in these newsletters.

2.3.2 Utility Bill Inserts

Utility bill inserts are provided occasionally in addition to the monthly newsletter and provide additional education items and specific program information. The annual Cheney Clean Sweep and Large Item Pick up events are activities which are promoted by these types of inserts.

2.3.3 City of Cheney Website

The City of Cheney manages its own website that includes educational areas, program information, activities, news items and calendar events. The website is designed to easily search out information for any user wanting information on a multitude of topics.

2.3.4 Volunteer Program

The City of Cheney promotes and manages its volunteer program primarily through public schools and Eastern Washington University. The majority of the volunteer programs are litter control programs, and EWU’s fraternity and sorority organizations participate regularly in Cheney’s “Adopt a Street” program. These volunteers pick up litter on designated streets monthly. Other volunteer programs include helping out at the Cheney Recycling, Parks facilities, and the annual Cheney Clean Sweep events where over 300 volunteers walk the city’s streets and alleyways picking up litter.
2.4 Planning

In concert with the City’s Comprehensive Plan and the Growth Management Act, requires jurisdictions to identify specific facilities, include a realistic financing plan, and make adjustments to the plan if funding is inadequate. Capital facilities are important because they support the growth envisioned in the community.

The Public Works Department Solid Waste Division is responsible for the collection and disposal of the City’s MSW, clean green waste, and recyclables. As of December 31, 2009, the City of Cheney ended its contract with a private provider of collection and disposal services, opting to finance the operations, maintenance, and capital expenditures needed for the program. The Solid Waste Division’s capital needs include vehicle upgrades and replacements, facilities, and additional capital purchase as needed exists. Current level of service (LOS) standards identify adequate capacity for MSW, recycling, and clean green collection and disposal.

2.4.1 Cheney Comprehensive Land Use Plan

The City Comprehensive Plan was adopted pursuant to the State of Washington Growth Management Act, RCW Chapter 36.70A. ([https://www.cityofcheney.org/193/Comprehensive-Plan-2017-2037](https://www.cityofcheney.org/193/Comprehensive-Plan-2017-2037)) The Comprehensive Plan contains a capital facilities element, which consists of an inventory of existing capital facilities, a forecast of the future needs of such facilities, the capacity of the facilities, a six-year plan that will finance the capital facilities (“Capital Improvement Program”) to include identifying sources of public money and a requirement to reassess the city land use element of the Comprehensive Plan if funding falls short. (RCW 36.70A.070 (3)) The City Comprehensive Plan contains a Six Year Capital Improvement Program, which includes solid waste handling facilities and related equipment with projected funds and financing. The City Comprehensive Plan, for the purposes set forth above, is hereby incorporated into this Section.

2.4.2 Capital Facilities Plan

The Solid Waste six-year capital and financing plan for capital projects (Appendix 4.0) describes the estimated dates and costs, and proposed methods of financing. The Plan is reviewed and updated annually. Capital facilities are the facilities needed to support growth. They include trucks, garbage disposal and recycling.

The table below outlines the six-year capital plan for Cheney’s Solid Waste Division.

Table 2.2 – Solid Waste Future Needs and Costs

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Facility Needs</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 6 Years</td>
<td>Commercial Front-End Loader</td>
<td>$160K</td>
</tr>
<tr>
<td></td>
<td>Roll-Off Truck</td>
<td>$200K</td>
</tr>
<tr>
<td></td>
<td>Replacement Residential Truck</td>
<td>$300K</td>
</tr>
<tr>
<td>7 to 20 Years</td>
<td>Solid Waste Transfer Facility</td>
<td>$1.3M</td>
</tr>
<tr>
<td></td>
<td>Yardwaste Facility Expansion</td>
<td>$230K</td>
</tr>
</tbody>
</table>
The system management capital items, as well as the update to the Solid Waste Facility, are all related to addressing capacity needs for the operation. These will be funded through City solid waste rate revenues, recycling revenues, and other miscellaneous revenues.

2.4.3 Level of Service

The current Level of Service (LOS) for solid waste collection is 0.4 tons (800 pounds) per capita. Based on a projected population increase of 3,096 additional residents in the next 20 years, while maintaining the same LOS, the City will need to fund capacity expansion to collect an additional 2,000 tons of solid waste.

The City of Cheney will be able to maintain the current LOS for its MSW collection, recycling collection and disposal, and Clean Green collection and disposal services. The City of Cheney continue to dispose of it’s MSW at the City of Spokane Waste to Energy Plant.

The Recycling Facility and Clean Green waste disposal LOS has substantial capacity to accommodate future collection and disposal of source-separated recycling products and clean green waste. Currently recyclable products are monitored annually as recycling habits change and markets open new opportunities for other types of recyclables. The LOS for Clean Green waste combines the Clean Green waste with the City's Wastewater Treatment bio-solids process to make a saleable byproduct, Eco-Green compost. The system currently has capacity to meet future clean green waste disposal needs.

The annual budget process provides recommendation for changes of recycling products based on market conditions and operational feasibility to continue collection and marketing of these products.

The level of service for solid waste collection is set forth in the capital facilities element of the City Comprehensive Plan. In addition, the level of service for the waste reduction and recycling element of this solid waste management plan to include the services required by RCW 70.95.090 is covered in the Comprehensive Solid Waste Management Study 2012-2031.

2.4.4 Administration and Enforcement

The chief executive of the City of Cheney is the elected Mayor, who performs the normal functions of an elected chief executive, including powers of appointment, supervision and dismissal of the director who directly manages the Solid Waste Division. The Mayor proposes the annual budget for the City and also sees ordinances passed (Cheney Municipal Code Chapter 8.12 (Appendix 5.0) and Cheney Municipal Code 8.16 (Appendix 6.0)) by the Cheney City Council affecting the solid waste operations and policies. The City of Cheney's legislative function is performed by the Cheney City Council. The Cheney City Council confirms and approves the solid waste budget, rates and ordinances.

The City Solid Waste Fund is reviewed annually to provide a plan for financing capital as well as operation expenses related to the solid waste management system. City collection requirements and operations are annually reviewed through routine budget process of the City, as well as required two-year review of the city capital improvement program. The City does not franchise its collection activities. At present, disposal of MSW is at the WTE as described in Section 2.2.1, and MRW collection and disposal as described in Section 2.1.6.

Enforcement of solid waste regulations is through the Department of Public Works, with assistance from other regulatory agencies as deemed necessary. MSW collection services and facilities identified in Section 2.1 are routinely inspected when deposited from City vehicles or by private parties. This
inspection is designed to control and manage the materials, debris, and refuse that is entering the waste stream. The City recognizes the priorities set forth by the State with regard to solid waste handling and the importance of eliminating hazardous materials from the general waste stream.

2.4.5 Public Participation

As part of the development of the city’s *Comprehensive Municipal Solid Waste, Recycling, and Moderate Risk Waste Plan* there has been an opportunity for public engagement and involvement throughout the process in the development and management of the Plan. Some of the opportunities for public involvement are as follows:

- A specific solid waste management plan webpage on the city’s website where the general public can review the sections of the Draft Plan (https://www.cityofcheney.org/204/Solid-Waste-Recycling)
- Notices about the Solid Waste Management Plan update in the city’s newsletter and utility bills to direct interested parties to the plan webpage.
- News stories in the local newspaper (Cheney Free Press).

Additional opportunities for public involvement have been through the following:

- Planning Commission workshops.
- City Council informational items.
- Public meetings.
3.0 Alternatives and Solutions

The City of Cheney will be ending its contract with the Spokane Regional Solid Waste System in 2014. The City's current collection operation of MSW, recycling, and clean green will continue as currently provided including disposal of recycling and clean green waste. Alternatives and solutions that will be required under the City of Cheney Comprehensive Municipal Solid Waste, Recycling, and Moderate Risk Waste Plan include MSW disposal, MSW self-haul, and Moderate Risk Waste (MRW) collection and disposal.

The Washington State Department of Ecology, through WAC Chapter 173-350, has set minimum functional performance standards for the proper handling of all solid waste materials generated from residential, commercial, agricultural, and industrial operations, plus other sources. The above regulation identifies those functions necessary to assure effective solid waste handling programs, to include management of solid waste as follows: (a) waste reduction; (b) waste recycling; (c) energy recovery or incineration; and (d) landfill. Through this plan, City ordinances, policies and practices the responsibility of the City, its contracting entity and local government partners are identified. The City of Cheney has at all times conformed to the City’s current Solid Waste Comprehensive Plan as integrated in the Spokane County Comprehensive Solid Waste Plan, and state and federal law. Further included in this plan is a discussion of the City's management plan for moderate risk waste. The City is aware of and practices the goals and policies set forth in the State Solid and Hazardous Waste Management Plan entitled "Beyond Waste Plan" 2009 update (https://fortress.wa.gov/ecy/publications/SummaryPages/0907026.html). As set forth in this plan, the City intends to contract for the disposal of MSW and MRW, and thus transfer those responsibilities to another entity subject to full compliance with state and federal law.

3.1 MSW Disposal

As described in the Cheney Comprehensive Management Plan 2012-2031, Section 1.3, (CSWMP) The City of Cheney ended its contract with the Spokane Regional Solid Waste System in 2014. A current interlocal agreement between Cheney and City of Spokane allows MSW disposal to continue at the Waste to Energy Plant as identified in the MSW disposal alternative for the City of Cheney to contract with an area transfer station (CSWMP, Section 1.3). The term of this contract at the selected transfer station will be based on tonnage costs and updated feasibility study as a decision tool to provide an option for the City to construct its own transfer station as described in section 3.3 and identified in CSWMP, Section 1.4. Currently the City has selected a site to construct its own transfer facility within its jurisdiction with design, permitting, and construction completion by 2024, if necessary.

3.2 MSW Self-Haul Service

As provided in section 2.1 collection services, Cheney residents are provided the opportunity to dispose of items that are not part of their mandatory collection services through the City’s annual Clean Sweep event (section 2.1.9) and large item pick up. (Section 2.1.10) Spokane County, through their own planning process, will determine if self-haulers residing in jurisdictions under their own solid waste plan will be able to dispose of items at Spokane County area transfer stations. Cheney residents will still be provided this service through Cheney Clean Sweep, large item pick up service, and under the interlocal Agreement with City of Spokane be able to self-haul to the WTE plant.
3.3 MSW Transfer Station

Facility Description & Operations: This facility has yet to be constructed. This facility will only be constructed pending the results of contract negotiations with current and other potential facility operators.

Surveillance & Control: Solid waste facilities in Washington State are permitted by the local health district. The Spokane Regional Health District is the permitting agency for this transfer station. The Washington Department of Ecology (DOE) also has review authority of the permitting process. There is substantial incentive for the transfer station operators to self-regulate and maintain compliance with all requisite regulations, which are reviewed by the respective agencies.

Facility Siting: Under RCW 70.95.165, potential sites for a waste transfer facility in Cheney will be checked for compliance with Washington State Department of Ecology conformance standards for:

- Geology
- Soil
- Surface Water
- Cover Material
- Climatic Factors
- Toxic Air Emissions
- Groundwater
- Flooding
- Slope
- Capacity
- Land Use
- Other factors determined by Ecology

Plans for a potential waste transfer facility in Cheney will also be checked against:

- Local hazardous waste plans
- Land use/growth management plans
- Capital facilities plans
- Watershed plans
- Flood plain management plans
- Emergency management plans

Regulations and permits not specifically aimed at solid waste, but which protect environmental and public health, should also be reviewed for solid waste management application. These regulations and permits may address water and air pollution, fire protection and general public health. While it is recognized that regulations and plans change, this discussion may provide an important educational and reference tool for elected officials, SWAC, the solid waste industry, general public, and new local and state government staff.
4.0 MODERATE RISK WASTE

Moderate risk waste (MRW) is hazardous waste generated by residents and in small quantities by businesses and institutions. Revisions to Washington State's 1986 Hazardous Waste Management Act (RCW 70.105) defined MRW. MRW includes two categories of waste:

1. Household hazardous waste (HHW), which is generated by residents, and
2. Conditionally exempt small quantity generator waste (CESQG), which is generated in small quantities by businesses, schools, and other institutions. This term refers to both the waste and generator of that waste.

These wastes include many common materials—cleaning, yard care and automotive products—that contain toxic, flammable, reactive, or corrosive ingredients. Cheney Municipal Code (CMC 8.12.360) prohibits disposing HHW in garbage. Disposed of improperly, these products can pose a threat to human health and the environment.

4.1 MRW - Existing Conditions

MRW Collection and Disposal — Cheney opened its Recycling Facility in 1994. The Recycling Facility is located at 100 Anderson Road in Cheney. MRW products accepted at the facility include:

- Ferrous and non-ferrous metals
- Waste oil
- Vehicle (lead acid) batteries
- Household (dry cell) batteries
- Fluorescent bulbs

4.2 MRW – Disposal

The Cheney Recycling Facility can accommodate the collection of the MRW identified above. Disposal of batteries and motor oil is available to residential customers, and is collected on site and disposed of through vendors. Used motor oil must be uncontaminated and in sealed 1-gallon containers, allowing up to 2-gallons per resident per visit. Proper testing of motor oil for contamination is provided by solid waste staff and verified through vendor at disposal.

The City of Cheney currently contracts with Batteries Plus to handle the off-site disposal of batteries. The City contracts with Emerald Recycling to handle the off-site disposal of used motor oil.

- Batteries Plus, 7704 N Division St, Spokane, WA  (509) 489-4226
- Emerald Recycling, 6308 E. Sharp, Spokane, WA (509)-928-6789

4.3 MRW – Small/Large Businesses

The City of Cheney and the Department of Ecology have identified four businesses/facilities that hold federal ID numbers as hazardous waste generators. Two of those facilities are conditionally exempt small quantity generators (CESQGs). They generate less than 220 pounds of Dangerous Waste and less than 2.2 pounds of Acutely Hazardous Waste or WT01 toxic waste per month. Two other facilities have been
identified as large quantity generators (LQGs), and are fully regulated by Department of Ecology under the Dangerous Waste Rules.

4.4 MRW Education & Outreach

4.4.1 Utility Bill Newsletter

The City of Cheney manages utilities (water, wastewater, solid waste, and electric) for its customers. Each month a newsletter is included in the utility bill that provides educational information spanning a broad range of topics. Information and education on MRWs are regularly seen in these newsletters.

4.4.2 Utility Bill Inserts

Utility bill inserts are in addition to the newsletter and provide additional education items and programs. The annual Cheney Clean Sweep is an example of an activity promoted by this type of bill insert.

4.4.3 City of Cheney Website

The City of Cheney manages its own website that includes educational, programs, activities, news items and calendar events. The website is designed to easily search out information for any user wanting information on a multitude of topics, including MRWs.

4.4.4 Cheney Clean Sweep

Cheney Clean Sweep, started in 2010, is an annual one day Saturday event in April that allows citizens of Cheney to self-haul disposable and large recyclable items to one of two collection areas located in the city. In the past, recycling items have included construction debris, metals, tires, and office shredding service. Starting in 2015, the City will include the collection of small amounts of MRW at the Recycling Facility during the Clean Sweep Event. During an event, the City will contract with a disposal company to collect the MRW, to be hauled off-site immediately following the event. There is no charge for disposal for citizens during this event. This will be the only residential or business MRW collection opportunity in Cheney on an annual basis. Small businesses will be accommodated with disposal during the Clean Sweep events.

4.4.5 MRW Plan and Update

The City will review and update the MRW Plan as necessary when the Spokane Countywide Solid Waste Management Plan (CSWMP) is updated. Changes may be deemed necessary due to changes in State law, conditions in the City, budgets, and/or other issues. If changes are identified, the City will develop the changes for review and approval by the City.

4.4.6 Plan Implementation Recommendations

The City of Cheney recommends that the small business education and technical assistance and the residential education and collection programs described in the preceding sections of this chapter be implemented through the public works utility at City of Cheney.
5.0 Recommendations

During the planning process, input was sought from a variety of participants throughout the City. Evaluations and comparisons of solid waste collection and disposal alternatives discussed in Section 3 lead this Plan to recommend implementing a progressive approach that will provide affordable means for continued responsible collection and disposal of MSW, MRW, and recycling. Recommendations include:

- The City of Cheney contracts with the City of Spokane (WTE) for the disposal of its MSW.

- The term of this contract will be based on tonnage costs and updated feasibility study as a decision tool to provide an option for the City to construct its own transfer station. Currently the City has selected a site to construct its own transfer facility within its jurisdiction with design, permitting and construction completion possible by 2024, if necessary.

- Self-haul for Cheney residents will be provided through Cheney Clean Sweep, Large Item pick up service, or to self-haul to an approved Spokane County accepted disposal facility (section 3.1.2) or City’s contracted transfer station or if necessary, its own transfer station.

- The City of Cheney will incorporate MRW into its annual Cheney Clean Sweep event. The collection site during this event will be at the Cheney Recycling Facility. During an event, the City will contract with a disposal company to collect the MRW, to be hauled off-site immediately following the event. There is no charge for disposal for citizens during this event. This will be the only residential or business MRW collection opportunity in Cheney on an annual basis. Small businesses will be accommodated with disposal during the Clean Sweep events. This program will require substantial education and encouragement on the part of the City of Cheney. Residents will regularly be encouraged throughout the year to utilize the services available at the Cheney Recycling Center, and to save up MRW which cannot be accepted at the Recycling Facility, and hold it for the disposal event. The Cheney Solid Waste Division will advertise the date and location of MRW collection event well in advance, and accommodate drop-off acceptance of these materials.

The Plan recommends the above collection and disposal alternatives as a means to improve solid waste collection and disposal of MSW, MRW, and recycling. These alternatives and alternatives identified in the Cheney Comprehensive Solid Waste Management Study 2012-2031 should be frequently reviewed and considered to improve solid waste collection, disposal, and recycling waste reduction.
6.0 Appendices

Appendix 1: Spokane County Solid Waste Transfer and Disposal Interlocal Agreement
Appendix 2: Comprehensive Solid Waste Management Study 2012-2031
Appendix 3: Solid Waste Residential Curb Side Service and Recycling Facility Map
Appendix 4: Capital Facilities Plan 2020-2025
Appendix 5: Cheney Municipal Code Chapter 8.12 Solid Waste Disposal
Appendix 6: Cheney Municipal Code Chapter 8.16 Yard Waste Disposal
Appendix 7: Projected Needs and Financing for Solid Waste Handling
Appendix 8: SEPA DNS & Checklist
Appendix 9: Resolution Adopting Cheney Comprehensive Municipal Solid Waste, Recycling, and Moderate Risk Waste Management Plan
Appendix 10: City of Spokane - Interlocal Agreement for disposal of MSW
Appendix 11: Contamination Reduction and Outreach Plan (CROP)
INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF CHENEY
FOR SOLID WASTE TRANSFER AND DISPOSAL AND OTHER MATTERS RELATED
THERETO

THIS AGREEMENT, made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY" and the City of Cheney, a municipal corporation of the State of Washington, having offices for the transaction of business at 609 Second Street, Cheney, Washington 99004 referred to as "CITY," jointly hereinafter referred to as the "PARTIES."

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System is administered by the COUNTY. The System's facilities consist of four primary facilities: a waste-to-energy ("WTE") facility owned and operated by the City of Spokane, a transfer station in Spokane Valley ("Valley Transfer Station"), a transfer station in unincorporated north Spokane County ("North County Transfer Station") (jointly referred to as the "Transfer Stations"), both owned by the COUNTY, and the Northside Landfill (City of Spokane).

WHEREAS, pursuant to the provisions of RCW 70A.205.040(1), each county within the state, in cooperation with the various cities located within such county, shall prepare a coordinated, comprehensive solid waste management plan. The purpose is to plan for solid waste and materials reduction, collection, and handling and management services and programs throughout the state, as designed to meet the unique needs of each county and city in the state; and

WHEREAS, pursuant to the provisions of RCW70A.205.040(3), each city shall:

(a) Prepare and deliver to the county auditor of the county in which it is located its plan for its own solid waste management for integration into the comprehensive county plan; or

(b) Enter into an agreement with the county pursuant to which the city shall participate in preparing a joint city-county plan for solid waste management; or

(c) Authorize the county to prepare a plan for the city's solid waste management for inclusion in the comprehensive county; and

WHEREAS, pursuant to the provisions of RCW 70A.205.040(1), the COUNTY is in the process of preparing a Spokane County Comprehensive Solid Waste Management Plan to replace the 2015 Comprehensive Solid Waste Management Plan; and

WHEREAS, the CITY desires to designate RCW70A205.040(3)(a) as its choice in conjunction with the COUNTY preparing a Spokane County Comprehensive Solid Waste Management Plan as well as any subsequent amendments, revisions or updates thereto to replace the 2015 Comprehensive Solid Waste Management Plan; and

WHEREAS, the CITY, in consideration of the COUNTY handling disposal of the CITY's solid waste at the County Regional Solid Waste System as of ________________, agrees to exercise its police powers to designate the County Regional Solid Waste System as the sole site for
disposal of solid waste under its control; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate with each other to perform functions which they may individually perform.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the above recitals which are incorporated herein by reference, and as authorized by RCW 70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

SECTION NO.1: PURPOSE

The purpose of this Agreement is to:

(1) Reduce to writing the PARTIES’ understandings as to the terms and conditions under which the COUNTY will prepare a Spokane County Comprehensive Solid Waste Management Plan ("SCCSWMP") as provided for in RCW 70A.205.040(1) including any subsequent amendments, revisions or updates thereto to replace the 2015 Comprehensive Solid Waste Management Plan and in conjunction therewith the CITY will select RCW 70A.205.040(3)(a) as its option with respect to its solid waste management planning.

RCW 70A.205.040(3)(a) provides as follows:

Prepare and deliver to the county auditor of the county in which it is located its plan for its own solid waste management for integration into the comprehensive county plan; and

(2) Establish participation by the CITY in the County Regional Solid Waste System as one of the Regional Cities.

SECTION NO.2: DURATION/ TERMINATION

This Agreement shall commence as of 12:01 A.M. and run until . PROVIDED, however, the CITY may terminate this AGREEMENT upon twelve (12) months written notice as provided for in A.2 prior to the effective date. Under no circumstances shall this Agreement be terminated prior to .

Upon termination of this Agreement for any reason whatsoever, the CITY shall not be entitled to any part of the County Regional Solid Waste System enterprise fund provided for in C. 2 nor shall it be responsible for any unpaid amount owing and due on the acquisition of the Transfer Stations provided for in the City/County Interlocal Agreement.

This Agreement may be extended in five (5) year increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES.

SECTION NO.3 AGREEMENT DOCUMENTS

The rights and obligation of the PARTIES to this Agreement are governed by this Agreement and the
attachments incorporated herein by reference (the "Agreement Documents"). The Agreement Documents include:

(1) This Agreement,

(2) Attachment "A"-General Terms and Conditions,

(3) Attachment "B" -Special Terms and Conditions with Respect to City's Selection of Option under RCW 70A.205.040(3) in Conjunction with Comprehensive Solid Waste Management Plan Update, and

(4) Attachment "C"-Special Terms and Conditions with Respect to PARTIES' Obligations with Regard to the County Regional Solid Waste System.

In the event of an inconsistency among the above listed Agreement Documents, the more specific shall control.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED by the Board of County Commissioners of Spokane County, Washington this ______ day of _______________, 2022.

___________________________________  MARY L. KUNEY, Chair

ATTEST:  AL FRENCH, Vice-Chair

___________________________________  Ginna Vasquez, Clerk of the Board

JOSH KERNS, Commissioner

DATED:______________________  CITY OF:_____________________________

ATTEST:  By:__________________________________

___________________________________  Title: _______________________________

City Clerk
ATTACHMENT "A"
GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. CITY shall mean the City executing this Agreement.

b. City/County Interlocal Agreement shall mean that agreement executed between the City of Spokane and Spokane County entitled " INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE ".

c. Comprehensive Solid Waste Management Plan or SCCSWMP shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. COUNTY shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. Flow Control Ordinance shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. Regional Cities or Signatory Regional City shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. County Regional Solid Waste System includes (I) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1) and (2) above.

h. Solid Waste shall mean all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

i. Transfer Stations shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County.
Assessor Parcel No. 45024.9027 including all structures and site improvements.

j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

A. 2: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

A. 3: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

A. 4: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.

A. 5: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY.
Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

COUNTY initials   CITY initials

A. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that
there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

A. 10: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

A. 11: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: FILING
The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY’s website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY’s website or other electronically retrievable public source.

A. 16: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

A. 17: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. 20: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

Insurance requirements for general, automobile and professional liability may be satisfied by providing
proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: RCW 39.34 REQUIRED CLAUSES

a. PURPOSE: See Section No. 1.

b. DURATION: See Section No. 2.

c. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.


e. AGREEMENT TO BE FILLED: See A.15.

f. FINANCING: See provisions within Contract Documents.

g. TERMINATION: See Section No. 2.

h. PROPERTY UPON TERMINATION: See A.8
ATTACHMENT "B"

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY'S SELECTION OF OPTION UNDER RCW 70.95.080(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B. 1: CITY's SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(a) in conjunction with its solid waste management, namely:

(a) Prepare and deliver to the county auditor of the county in which it is located its plan for its own solid waste management for integration into the comprehensive county plan

(This space intentionally left blank.)
CITY joins the County Regional Solid Waste System. CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY's Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

C. 2: COUNTY'S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

COUNTY shall own, maintain and operate the County Regional Solid Waste System. COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, post-closure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board
of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.

The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

1. assist in the development of programs and policies concerning solid waste handling and disposal,
2. review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
3. review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations.

In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300.

COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS

During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4 EVALUATION OF COMMUNITY CLEAN-UP PROGRAM

During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE

Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
City of Cheney

Comprehensive Solid Waste Management Study 2012 - 2031
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1.0 Municipal Solid Waste

Overview

All Municipal Solid Waste (MSW) generated in Spokane County is required to ultimately end up at the Spokane Waste to Energy Facility (WTE) as part of a 25 year agreement set to expire in 2014. This plan examines several alternatives for the City of Cheney’s MSW in the years after the expiration of the agreement.

1.1 Generation

The total MSW tonnage generated within the city of Cheney is expected to increase by 23.2% by the year 2031 (Exhibit 1). This solid waste generation forecast is based upon population figures in the 2008 City of Cheney Comprehensive Plan. The forecast assumes a 1.4% annual average population growth over the next 20 years. This figure was then used to forecast the growth in residential tonnage using a 0% per-capita yearly increase in waste generation due to on-going recycling education.

The forecast applies a 1% annual growth rate in all other waste generation, which should grow at close to the same rate as the population. See Appendix 3-2-2 for more.

City of Cheney
20 Year Solid Waste Generation Yearly Projection

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
<th>2016</th>
<th>2021</th>
<th>2026</th>
<th>2031</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>10,600</td>
<td>10,748</td>
<td>11,522</td>
<td>12,352</td>
<td>13,241</td>
<td>14,194</td>
</tr>
<tr>
<td>Total Generation (tons)</td>
<td>5,367</td>
<td>5,409</td>
<td>5,766</td>
<td>6,147</td>
<td>6,554</td>
<td>6,988</td>
</tr>
<tr>
<td>Residential Generation (tons)</td>
<td>3,843</td>
<td>3,869</td>
<td>4,148</td>
<td>4,447</td>
<td>4,767</td>
<td>5,110</td>
</tr>
<tr>
<td>Commercial, On Call, Landfill (tons)</td>
<td>1,524</td>
<td>1,539</td>
<td>1,618</td>
<td>1,701</td>
<td>1,787</td>
<td>1,878</td>
</tr>
<tr>
<td>Per-Capita residential (tons)</td>
<td>0.36</td>
<td>0.36</td>
<td>0.36</td>
<td>0.36</td>
<td>0.36</td>
<td>0.36</td>
</tr>
</tbody>
</table>

*Note, this assumes 0% per year increase in per capita generation.
**Note, 2010 generation and population figures are actual.

Projected annual increase in per capita generation: 0%
Base Population Year: 2010
Average Annual Population Growth Rate (forecast): 1.4%
Average annual growth in other waste 1.0%
1.2 Existing Facilities

**Spokane Waste to Energy Facility**

**Current conditions:** All of the City of Cheney’s MSW and Hazardous Waste is currently handled by the Spokane Waste to Energy Facility. The waste to energy facility is located approximately 12 miles from Cheney at 2900 S. Geiger Blvd., Spokane, WA.

The Spokane Waste to Energy Facility will continue to be the primary dumping site for municipal solid waste unless new facilities are identified to handle certain portions of Cheney’s waste stream.

**Facility Description:** The WTE is designed to process waste from mixed residential, commercial, and industrial sources. The WTE Facility incinerates municipal solid waste using two 400-ton-per-day “mass-burn” combustion units to generate steam and electricity by means of a 26-megawatt turbine generator. Each furnace is designed to burn 400 tons each day, but conservative design parameters allow them to operate in excess of that amount. Both fly ash and bottom ash are collected and transported to the Roosevelt Regional Landfill (RRLF) for disposal. Ferrous metals are recovered from the bottom ash stream and recycled.

**Emissions Controls:** Facility emissions, including those from the boiler units and fugitive emissions, are regulated through the facility’s Title V Air Operating permit, Notice of Construction (NOC) permit issued by the Spokane County Air Pollution Control Authority (SCAPCA), and the Prevention of Significant Deterioration (PSD) permit issued by Ecology. The permits require continuous emission monitors, monthly reporting and annual stack tests.

**Facility Site:** The WTE Facility is located on a 52-acre site in Spokane County approximately 1.5 miles west of the City of Spokane limits. The site is zoned “restricted industrial.” Land adjacent to the site is also zoned “restricted industrial” or manufacturing, including a commercial zone on the southeast border of the site.

**General Operations:** The WTE Facility is designed to process waste 24 hours per day every day of the year except for three scheduled maintenance periods. The facility receives waste from commercial haulers and the public 7 days per week from 7:00 a.m. to 4:30 p.m., closing on six designated holidays (New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.)

The guaranteed available capacity for acceptable municipal solid waste is 248,200 tons per year (TPY). Since opening in 1991, the facility has exceeded all operations performance standards. In 2004, the WTE Facility processed 282,479 tons.

Wheelabrator Spokane Inc. (WSI) operates the facility, under contract to the System. WSI is a wholly owned subsidiary of Wheelabrator Technologies, Inc. (WTI), which is a subsidiary of Waste Management, Inc.

The facility includes three scalehouses, two independent refuse receiving areas, and a storage pit area with approximately 6 days of disposal capacity. Two overhead cranes mix and sort the waste and deliver it into the hopper for incineration. Each of the two furnaces has a design capacity of 400 tons per day of solid waste. The ash generated by the combustion process is approximately 30 percent of the incoming
material by weight, but only about 10 percent by volume. The Facility’s ash is treated at the WTE facility using Wesphix process. The ash consistently passes TCLP, pH, and bioassay tests, and therefore is neither dangerous waste nor special incinerator ash.

**Ash and Non-processible Wastes:** The WTE facility entered into a 10-year contract (from September 11, 1991) with Regional Disposal Company (RDC) to provide for the transportation and disposal of facility ash and the disposal of certain non-processible waste at the Roosevelt Regional Landfill (RRLF). RDC owns and operates the RRLF, which is located approximately 200 miles southwest of Spokane County in Klickitat County, Washington. That contract was extended to 2011 with an additional 5-year term.

The RRLF, in compliance with RCW 70.138, is permitted to construct an ash monofill, and accept up to 280 tons of ash daily, and up to 102,200 tons yearly.

In addition, the Northside Landfill, located on the north side of the City of Spokane, is also available to dispose of the system’s non-processible waste.

The City of Spokane acquired a site in an area called Malloy Prairie in west Spokane County for a future ash monofill landfill as a long-term alternative to the RRLF, if that becomes necessary. An environmental impact statement was completed before site acquisition.

**Surveillance & Control:** Solid waste facilities in Washington State are permitted by the local health district. The Spokane WTE is permitted by the Spokane Regional Health District. The permit was reviewed by the Washington Department of Ecology (DOE). Additionally, DOE has certified the WTE to serve as a Solid Waste Incinerator Landfill Operator. There is substantial incentive for the WTE System to self-regulate and maintain compliance with these permits which are reviewed by the respective agencies.

**City of Cheney Recycling Facility**

**Facility Description:** The facility, located at 110 Anderson Road in Cheney, can accommodate all current recycling volumes in the City of Cheney and has substantial excess capacity. This capacity will be continually monitored as recycling habits change and market forces open new opportunities for accepted recyclables.

**General Operations:** The Cheney Recycling Facility is open for drop-off of recyclable materials Wednesdays and Fridays from noon to 5 p.m., and Saturdays from 10 a.m. to 4 p.m. The City of Cheney contracts with various recycling companies to collect the recyclable materials from the Cheney location.

The City of Cheney Solid Waste Division will continually analyze the feasibility of instituting co-mingled, curbside recycling service in addition to the existing drop-off option. This service is becoming more promising with the completion of a Waste Management Single Stream Recycling Facility located adjacent to the Spokane Waste to Energy Facility. Waste Management company officials estimate that completion of this facility will increase recycling in the entire region by as much as 40%. This increase is achieved because many materials which hadn’t been accepted, will be accepted at this facility.

**Accepted Materials:** The following materials are accepted at the City of Cheney Recycling Facility:
- Aluminum
- Batteries (household and automobile)
• Cardboard (corrugated)
• Glass
• Motor Oil
• Paper Products (colored ledger paper, computer paper, magazines, newspapers, phone books, white ledger paper)
• Plastic Products (HDPE and PETE)
• Tin

City of Cheney Yard Waste Facility

Facility Description: The facility, located at 110 Anderson Road in Cheney next to the Recycling Facility, consists of roll-off disposal bins placed for easy access by residents. This set-up can easily be up-scaled to meet future volume increases if necessary.

General Operations: The City of Cheney Yard Waste Facility is available for free use by the residents of Cheney from March to November, weather permitting. Commercial landscape businesses are required to pay an annual permit fee for the disposal of yard waste collected within the city limits only. The commercial landscape business must also have a current City of Cheney Business License.

Accepted Materials

The following yard waste materials are acceptable for disposal:
• leaves
• grass clippings
• pinecones
• pine needles
• weeds (except herbicide tainted material)

Brush, pruning and branches are also acceptable yard waste material but must be no larger than two inches in diameter and four feet in length.

1.3 Long-Range MSW Alternatives

There are three general long-range alternatives for handling the City of Cheney’s MSW, with several particular alternatives available through each. Generally, the City of Cheney may choose to remain with the Spokane Waste to Energy Facility for all solid waste needs, long-haul truck the city’s solid waste elsewhere, or take the city’s solid waste elsewhere via rail.

MSW Alternative A: Remaining with the Spokane Waste to Energy Facility

Tipping fees at the Spokane WTE facility are currently considerably higher than elsewhere in the state, however it is close by. The current tipping fees at the Spokane WTEF as of 2012 are $104 per ton. Cheney residents and businesses generated 5,440 tons of solid waste in 2011, for a current yearly cost of $565,760 for tipping fees.

A simple projection of future tipping fees at the Spokane WTE, which assumes an annual increase of 1 percent carried over 20 years, shows that the anticipated tipping fee by the year 2031 to be $126.90. This results in a 22% increase in disposal costs for the Cheney Solid Waste System, which would likely
have to be funded by rate payers. If rates were adjusted to meet this straight-line increase, Exhibit 2 shows generally what the average residential customer would pay for 64 gallon cart service each year.

<table>
<thead>
<tr>
<th>Month</th>
<th>Annual</th>
<th>Month</th>
<th>Annual</th>
<th>Month</th>
<th>Annual</th>
<th>Month</th>
<th>Annual</th>
<th>Month</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>$142.56</td>
<td>2017</td>
<td>$149.83</td>
<td>2022</td>
<td>$157.47</td>
<td>2027</td>
<td>$165.51</td>
<td></td>
<td>$173.95</td>
</tr>
</tbody>
</table>

*See Appendices 1-3 for detail regarding financing and cost estimates.

MSW Alternative(s) B: Long Hauling via Truck to Other Dumping Sites

Any option which involves long-haul trucking Cheney’s waste via highway would require constructing a waste transfer facility for an estimated $1.3 million. The construction, staffing, and financing of a waste transfer facility, along with transportation costs associated with long-hauling the refuse ultimately raises the cost-per ton to dispose of the solid waste, in addition to the tipping fees.

There are several locations in Washington where it is projected that the Cheney solid waste system could realize per-ton savings. Exhibit 3 shows the estimated cost-per ton, anticipated effect on a current 64 gallon residential user, and a projection of total possible savings when compared to projections of the Spokane WTE Facility carried over 20 years.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1 Grant County</td>
<td>$81.07</td>
<td>$111.50 (22% reduction)</td>
<td>$3.95 million (26%)</td>
</tr>
<tr>
<td>B-2 Yakima County</td>
<td>$91.70</td>
<td>$125.70 (12% reduction)</td>
<td>$2.36 million (16%)</td>
</tr>
<tr>
<td>B-3 Klickitat County</td>
<td>$93.70</td>
<td>$128.44 (10% reduction)</td>
<td>$2.08 million (14%)</td>
</tr>
<tr>
<td>Current</td>
<td>$104.00</td>
<td>$142.56 (current)</td>
<td>$--</td>
</tr>
</tbody>
</table>

* See Appendices 1-3 for detail regarding financing and cost estimates

MSW Alternative(s) C: Long Hauling via Rail to Klickitat County

There are two options available for loading Cheney’s solid waste onto rail cars and disposing of it in Klickitat County. The other low-tipping-fee sites lack sufficient infrastructure to make rail feasible.

MSW Alternative C-1: This option would be similar to MSW alternatives B-1 through B-4 in that the City of Cheney would have to construct a waste transfer facility. This alternative would see the City of Cheney loading solid waste onto rail cars in Cheney and send the waste to Roosevelt Regional Landfill (RRLF) in Klickitat County.

MSW Alternative C-2: This option would utilize a local area waste transfer facility in Spokane Valley to load Cheney’s solid waste onto rail cars and send it to the RRLF.

MSW Alternative C-2 appears to be the lower-cost alternative in the near-term because Cheney would not have to construct a waste transfer facility. Depending on the useful life of Cheney’s potential waste transfer facility, however, the Cheney Solid Waste System could see higher savings after the projected 20 year bond payment to finance construction. Exhibit 4 shows the estimated cost-per ton, potential
effect on a current 64 gallon residential user, and a projection of total possible savings when compared to projections of the Spokane WTEF carried over 20 years.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>C-1</td>
<td>$100.70</td>
<td>$138.04 (3% reduction)</td>
<td>$1.13 million (8%)</td>
</tr>
<tr>
<td>C-2</td>
<td>$94.00</td>
<td>$128.85 (10% reduction)</td>
<td>$1.44 million (10%)</td>
</tr>
<tr>
<td>Current</td>
<td>$104.00</td>
<td>$142.56 (current)</td>
<td>$--</td>
</tr>
</tbody>
</table>

*See Appendices 1-3 for detail regarding financing and cost estimates

**Alternatives Ranked by Cost**

A 20-year cost projection shows in Exhibit 5 that long-haul trucking offers the greatest potential for system-wide cost savings. While Grant and Yakima counties show potential for cost savings, Cheney may need to enter into a negotiated agreement in order for these jurisdictions to accept Cheney’s waste due to capacity concerns. Current capacities and other issues surrounding these alternatives are addressed in section 1.5 of this plan.

<table>
<thead>
<tr>
<th>MSW Alternatives</th>
<th>Build Transfer Station Y/N</th>
<th>Projected Savings vs. Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1 Trucking to Grant County</td>
<td>Yes</td>
<td>$3.95 million</td>
</tr>
<tr>
<td>B-2 Trucking to Yakima County</td>
<td>Yes</td>
<td>$2.36 million</td>
</tr>
<tr>
<td>B-3 Trucking to Klickitat County</td>
<td>Yes</td>
<td>$2.07 million</td>
</tr>
<tr>
<td>C-2 Rail with Sunshine</td>
<td>No</td>
<td>$1.44 million</td>
</tr>
<tr>
<td>C-1 Rail from Cheney</td>
<td>Yes</td>
<td>$1.13 million</td>
</tr>
<tr>
<td>A Remain with Spokane WTEF</td>
<td>No</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*See Appendices 1-3 for detail regarding financing and cost estimates

**1.4 Facility Needs to Meet MSW Alternatives**

The City of Cheney is currently examining several options other than the Spokane Waste to Energy Facility to handle its MSW from 2014 and on. Neither of these facilities would handle Cheney’s hazardous waste, which would be handled pursuant to the alternatives found in the hazardous waste section of this plan. Yard waste would continue to be handled at the city’s recycling facility.

<table>
<thead>
<tr>
<th>Potential Facility Type</th>
<th>Location</th>
<th>Deficiencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste Transfer Station</td>
<td>Cheney, WA*</td>
<td>Will handle Cheney’s MSW only. Hazardous waste will continue to be taken to the Spokane Waste to Energy Facility. Yard waste will continue to be handled at the city’s recycling facility.</td>
</tr>
<tr>
<td>Local Area Waste Transfer Station</td>
<td>Spokane Valley, WA</td>
<td>Will handle Cheney’s MSW only. Hazardous waste would continue to be taken to the Spokane Waste to Energy Facility. Yard waste will continue to be handled at the city’s recycling facility.</td>
</tr>
</tbody>
</table>

*Locations for a Cheney Waste Transfer Station are currently being identified.*
Sunshine Disposal Waste Transfer Facility

**Facility Description:** The facility is located at 2405 N. University in Spokane Valley, WA, which is approximately 25 miles northwest of Cheney. Utilizing this facility would roughly double the travel distance for City of Cheney Solid Waste collection vehicles travelling to off-load. This facility currently handles approximately 100,000 tons of solid waste annually.

**General Operations:** The facility operates Monday through Friday throughout the year, and accepts MSW, yard waste, and is in the process of examining the potential to handle co-mingled recycling. Solid waste from this transfer facility is loaded on rail cars and taken to Roosevelt Regional Landfill (RRLF) in Klickitat County, WA.

**Surveillance & Control:** Solid waste facilities in Washington State are permitted by the local health district. The Spokane Regional Health District is the permitting agency for this transfer station. The Washington Department of Ecology (DOE) also has review authority of the permitting process. There is substantial incentive for the transfer station operators to self-regulate and maintain compliance with all requisite regulations, which are reviewed by the respective agencies.

City of Spokane – Valley Waste Transfer Facility

**Facility Description:** The facility is located at 3941 N. Sullivan Road in Spokane Valley, WA, which is approximately 29 miles northwest of Cheney. Utilizing this facility would roughly double the travel distance for City of Cheney Solid Waste collection vehicles travelling to off-load.

**General Operations:** The facility operates Monday through Sunday throughout the year, and accepts MSW, yard waste, and recycling. Currently Solid waste from this transfer facility is transferred to the Waste to Energy Plant. (WTE)

**Surveillance & Control:** Solid waste facilities in Washington State are permitted by the local health district. The Spokane Regional Health District is the permitting agency for this transfer station. The Washington Department of Ecology (DOE) also has review authority of the permitting process. There is substantial incentive for the transfer station operators to self-regulate and maintain compliance with all requisite regulations, which are reviewed by the respective agencies.

Potential Cheney Waste Transfer Facility

**Facility Description & Operations:** This facility has yet to be constructed. This facility will only be constructed pending the results of contract negotiations with current and other potential facility operators.

**Surveillance & Control:** Solid waste facilities in Washington State are permitted by the local health district. The Spokane Regional Health District is the permitting agency for this transfer station. The Washington Department of Ecology (DOE) also has review authority of the permitting process. There is substantial incentive for the transfer station operators to self-regulate and maintain compliance with all requisite regulations, which are reviewed by the respective agencies.
Facility Siting: Potential sites for a waste transfer facility in Cheney will be checked for compliance with Washington State Department of Ecology conformance standards for:

- Geology
- Soil
- Surface Water
- Cover Material
- Climatic Factors
- Toxic Air Emissions
- Groundwater
- Flooding
- Slope
- Capacity
- Land Use
- Other factors determined by Ecology

Plans for a potential waste transfer facility in Cheney will also be checked against:

- Local hazardous waste plans
- Land use/growth management plans
- Capital facilities plans
- Watershed plans
- Flood plain management plans
- Emergency management plans

Regulations and permits not specifically aimed at solid waste, but protect environmental and public health should also be reviewed for solid waste management application. These regulations and permits may address water and air pollution, fire protection and general public health. While it is recognized that regulations and plans change, this discussion may provide an important educational and reference tool for elected officials, SWAC, the solid waste industry, general public, and new local and state government staff.

1.5 Inventory of Potential Landfill Sites to Meet MSW Alternatives

The City of Cheney is examining potential for cost savings by long-haul trucking the city’s MSW from one of the potential transfer facilities to several landfills in the state of Washington (Exhibit 5). Contract negotiations for these sites have not yet begun, so final cost-savings are yet to be determined. Therefore, several landfills are being examined.

Roosevelt Regional Landfill- Klickitat County

The Roosevelt Regional Landfill (RRLF) is located approximately 200 miles to the southwest of Cheney in Klickitat County, WA. The landfill is designed to meet all current solid waste landfill regulations, including WAC 173-351. In 2003, this facility received some type of waste from 34 Washington counties, including Spokane County’s HHW, MRW, and ash from the WTE Facility. As of 2010, RRLF had 186,644,000 tons of remaining capacity, with a Washington Department of Ecology estimated closure date of 2111 (111 years).

Ephrata Landfill- Grant County

The Ephrata Landfill is located approximately 100 miles to the west of Cheney in Grant County, WA. As of 2010, the Washington Department of Ecology estimated the Ephrata Landfill’s remaining capacity at 2,591,497 tons, with an estimated closure date of 2034 (24 years). The 2008 Grant County
Comprehensive Solid Waste Management Plan warns against accepting additional solid waste from outside of Grant County. However, the total amount of generation from the City of Cheney for the years 2014 – 2031 amounts to approximately 110,000 tons. It is forecast that this relatively small amount of waste would only reduce the facility’s life-expectancy by approximately one year. It is possible that a mutually beneficial arrangement may be negotiated with Grant County wherein the landfill accepts Cheney’s waste at a higher tipping fee to allow for a build-up of reserve funds to help finance a slightly earlier expansion of the facility.

Cheyne Landfill- Yakima County

The Cheyne Road Landfill is located approximately 150 miles to the west of Cheney in Yakima County, WA. As of 2010, the Washington Department of Ecology estimated the remaining capacity of the landfill’s currently used Cell 2 at 7,403,000 tons, with an estimated closure date of 2040 (30 years). The 2010 Yakima County Comprehensive Solid Waste Management Plan outlines a plan for opening a third cell when Cell 2 nears capacity. It is forecast that Cheney’s total generation for the years 2014 – 2031 would only reduce Cell 2’s useful life by 0.45 years.
2.0 Hazardous Waste

2.1 Existing Regulations

Local governments are required by the Washington State Hazardous Waste Management Act (HWMA, Chapter 70.105 RCW) to address moderate risk waste (MRW) management in their jurisdictions. Moderate risk wastes are hazardous wastes produced by households, and generated by businesses and institutions in small quantities that do not exceed state regulatory limits:

- 220 pounds (100 kg) of dangerous waste per month or per batch.
- 2.2 pounds (1 kg) of acute or extremely hazardous waste per month or per batch.

In addition, to maintain its status as a small-quantity generator (SQG), a business or institution may not accumulate more than 2,200 pounds of dangerous waste or more than 2.2 pounds of acute or extremely hazardous waste at one time. SQGs must meet certain requirements for identifying and managing their hazardous wastes, but are exempt from some of the waste tracking and reporting requirements.

Business or institutions producing or accumulating hazardous waste above the SQG exclusion limits are required to meet a more stringent set of regulations when storing, handling, and disposing of their hazardous wastes. In addition, these fully regulated hazardous waste generators must comply with extensive waste tracking and reporting requirements.

Hazardous waste, as defined in RCW 70.105.010, is not considered solid waste, and therefore is not typically included in a Comprehensive Solid Waste Management Plan. For the purposes of this Plan, MRWs are solid wastes, and are addressed in this Plan following planning guidelines (Publication #93-99) established by Ecology and requirements of RCW 70.105.220.

In response to the HWMA and local needs, an initial MRW Plan was completed in 1991, and was adopted by Spokane County, as well as all other municipalities within the county. The MRW Plan was designed to improve the management of moderate risk wastes, thereby promoting better regional protection of public health and the environment. The MRW Plan contributes to the Legislature’s goal “...to establish a comprehensive statewide framework for the planning, regulation, and management of hazardous waste...” as outlined in the HWMA (RCW 70.105.007).

In 1991, the Used Oil Recycling Act (Chapter 70.95I RCW) was enacted by the Washington State Legislature. Among other requirements, this statute required that MRW management plans more specifically address needs for collection and recycling used motor oil produced by residential “do-it-yourselfers”; that is, individuals who change the oil in their own vehicles. The Act requires that plans establish appropriate goals for improving collection, recycling, and re-refining of used oil, for educating citizens, and for meeting reporting requirements. In response to the statute, a used oil recycling element to supplement the County’s MRW Plan was completed in August 1993. This update to the Spokane County Comprehensive Solid Waste Management Plan included an update to the 1991 Spokane County Moderate Risk Waste Management Plan, and the used oil recycling element.

The MRW Plan section of the Spokane County Comprehensive Solid Waste Management Plan, adopted in 2009, proposes a comprehensive program for household and business education and technical
assistance, MRW collection, and disposal compliance. The System prepared the updated MRW Plan with the guidance and assistance of technical and management staff from county and municipal departments, the Spokane County Solid Waste Advisory Committee (SWAC), local elected officials, and interested citizens.

2.2 Future Compliance

The City of Cheney still operates under all relevant hazardous waste plans adopted by Spokane County. It is the intent of the City of Cheney to continue operating within those plans for disposal of HHW and MRW by:

a) Continuing existing agreements with the Spokane WTE system.
b) Forming an interlocal agreement with the Spokane WTE system to handle HHW and MRW if Cheney’s MSW is taken elsewhere.
c) Creating a network of contracts with private and public entities if the Spokane WTE system is no longer viable.

HHW Alternative A: Status Quo

System Education Program: The Spokane County System currently provides HHW education for residences and businesses located in Spokane County and the City of Cheney through a variety of approaches. HHW education components are integrated within the System education programs. That is, whenever general educational information is presented by the System, a variety of topics regarding waste and disposal, including HHW, is conveyed at the same time.

Residents often have questions concerning the management of hazardous wastes, particularly used motor oil, batteries, and other hazardous wastes. Approximately 5 percent of the calls to Spokane’s Recycling Hotline in 2004 were related to hazardous wastes (about 740 calls). Callers are given assistance over the phone, and in some cases are mailed supplemental information packets or brochures.

As part of the broader education program established by the System, other methods used to inform the public on HHW issues include distributing written materials through governmental offices or businesses, at meetings, and at shows and fairs. The System sponsors booths at local fairs such as the Family A-Fair, Home and Garden Show, Home Fest and Earth Day. The System has combined its waste management display with displays covering air quality and water quality issues.

Presentations, workshops, school assemblies, newsletters, and classroom presentations are used to increase awareness of environmental issues in Spokane County, including HHW management. During the 2004-2005 school year, 29 presentations were made through school assemblies and other community events by the System’s solid waste education coordinator, and presentation topics typically included HHW.

Environmental education also includes production of “Recycling RAP” and “kids enviro page.” Both documents are published during the school year. The RAP is distributed three times a year to 3,000 elementary school teachers countywide to assist educators with environmental education integration. The System’s full-page “kids enviro page” has been a companion piece to the RAP since 1995. It is
published in “Kids News” ten times during the school year and goes home with approximately 38,000 elementary school children. In addition to promoting solid waste recycling and reuse, the publication describes the importance of segregating and diverting MRW from MSW disposal, and promoting the use of MRW collection facilities in the county.

Although it is difficult to measure the impacts of HHW education efforts, it is clear that an increasing number of residents are willing to take action to reduce and properly manage their wastes. This is demonstrated, in part, through participation at the System’s HHW collection sites, which now receive over 37,000 visits annually.

System Household Hazardous Waste Collection Events: Every year, in conjunction with the Spokane Regional Health District, the Spokane Joint Aquifer Board, and RSVP (Retired Senior Volunteer Program), the System sponsors an HHW collection program called “Spring Greening.”

Funded by a grant from Ecology, this program consists of volunteers distributing door hangers with educational materials, and collecting HHW for proper disposal. The events are designed to serve seniors and physically challenged citizens, providing them an opportunity to properly discard a range of HHW, including pesticides, paints, paint thinner, solvents, used motor oil, antifreeze, car batteries, furniture strippers, chemical drain cleaners, disinfectants, and similar hazardous products. In 2004, approximately 60 volunteers and 320 households took part in the Spring Greening program, resulting in more than eight (8) tons of HHW being properly disposed (System, 2004).

System Permanent Collection Sites: In 1991, permanent System HHW collection sites were established with the construction of the North County and Valley Transfer Stations, and the WTE Facility. This made HHW disposal significantly more convenient for citizens. Residents can now deliver HHW at the recycling/transfer stations and WTE Facility every day of the year except major holidays.

The System’s three fixed facilities receive all types of HHW. Latex paint is also accepted at these facilities, although latex paint is considered a solid waste and is processed with the MSW at the WTE facility. The cost of shipping of latex paint to a recycling facility would be prohibitive. However, useable latex paint is aggressively re-used by the public at our sites. Most latex paint disposed of is unsuitable for recycling due to freezing. The System has been involved with, and will continue to support, product stewardship initiatives such as paint recycling.

Radioactive wastes (except smoke detectors) are excluded, along with explosives and critically unstable materials. Trained staff operates the collection program. The program is paid for with solid waste tipping fees.

Staff accept, sort, and package HHW delivered by the public. Certain hazardous materials are placed inside a chemical storage building at each collection site. The storage building is prefabricated and separated into three compartments for corrosives, flammables, and poisons. Within each compartment, chemicals are stored on shelves, and up to three 55-gallon drums are placed for lab packing, loose packing, or bulking. Outside the chemical storage building (but within the covered facility), waste oil is stored in an 846-gallon tank, four 55-gallon drums are set up for antifreeze collection, and auto batteries are stored on a spill pallet.

Many of the HHWs collected are ultimately recycled or used as fuels. Currently, oil-based paints and other flammable liquids are shipped for fuel blending in cement kilns. Auto batteries are delivered
directly to battery retailers in exchange for the core deposit. Buttoncell batteries are shipped to a refining company for silver and mercury recovery. Rechargeable batteries are recycled by the Rechargeable Battery Recycling Corporation (RBRC). The costs for both shipping the batteries and recycling them are paid by the RBRC.

Used motor oil is refined in Portland, Oregon for use as a fuel supplement on ships, or sent to a refinery for production of recycled lubricating and hydraulic oils. In 2004, approximately 85,000 gallons of motor oil were sent to the refinery. The System is paid $0.15 for each gallon shipped to Portland. Antifreeze is processed for reuse as a coolant. Other wastes, such as poisons, corrosives, oxidizers, and aerosols, are lab-packed and shipped to a hazardous waste incinerator in El Dorado, Arkansas. Waste management methods are evaluated periodically and are subject to change.

A building for storing HHW prior to shipment was constructed in 1997. This facility is located at the WTE Facility.

Materials designated for disposal from all of the collection sites are consolidated at this location and held until shipped out to a treatment storage disposal (TSD) facility. Operating costs have been remarkably low when examined on a per-vehicle basis. Average total costs per vehicle served from 1997 through 2004 were $12. Costs are influenced by many factors, but are primarily driven by the types and quantities of waste delivered to the facilities and the management methods chosen for those wastes. In 2004, approximately 52 pounds of materials were delivered per vehicle.

**System HHW Collection Participation:** Since the last Hazardous Risk Waste Management Plan was published in 1991, citizen participation in the HHW program has increased ten-fold. Records have been kept of the types and quantities of waste handled through the fixed HHW collection facilities, including quantities of dry cell batteries received through the curbside and retail collection programs.

Used motor oil and auto batteries account for more than half of the HHW stream. In addition to the 90 tons collected through the System HHW collection program in 2004, the majority of used auto batteries produced during the year are delivered to battery retailers in exchange for the core deposit. These waste streams are being managed well through existing private and public sector efforts.

Also, the System sponsors a hazardous materials reuse program. A table is set up at the facilities for people to take reusable products, such as paints, pesticides, waxes, cleaners, and stains. Products are carefully screened by operations staff and do not include old or unidentifiable products or any restricted or banned pesticides. The program is extremely popular. Through 2004, nearly 150,000 pounds of products had been distributed through the reuse program.

**System Dry Cell Battery Collection:** Dry cell batteries are collected at the HHW facility at the transfer stations and the WTE Facility. Furthermore, the System also encourages retailers county-wide to accept dry cell batteries from the public. Currently, over 40 retailers and recycling centers are participating in the dry cell battery collection program. In 2004, over 80 tons of dry cell batteries were collected. This includes alkalines, rechargeables, and button cells. City of Spokane Solid Waste Management personnel sort the batteries. Mercury-containing batteries, including button cell batteries, are sent for recycling to reclaim the mercury. Rechargeables and batteries containing lead are recycled. The remaining batteries are sent for hazardous waste disposal.
**System Health and Safety Program:** The System has developed an employee training program that has become both a state and national model.

An in-house training program has been prepared for solid waste facility personnel as well as HHW facility operators. This training is available to non-municipal employees who might need hazardous materials training, such as staff from local counties.

Transfer station personnel complete a 24-hour hazardous materials training course. The course includes instruction on a variety of topics, including hazard determination, hazard communication, physical and health hazards of chemicals, use of personal protective equipment, hygiene, work procedures, basic chemistry and toxicology, information on bloodborne pathogens, waste characterization, medical monitoring, emergency response, decontamination, and storage and handling of incompatible or reactive wastes.

Hazardous waste technicians responsible for supervision and specialized waste handling receive 40-hour training. These staff members are involved in lab-packing certain wastes (such as poisons, corrosives, and oxidizers) and testing unknown wastes for proper classification and disposal.

All solid waste and HHW facility employees, as well as staff members from other counties, receive an annual 8-hour refresher course in hazardous materials training. Periodically, employees participate in drills to test the effectiveness of their training.

**System Compliance and Enforcement:** During implementation of the MRW Plan, emphasis has been given to expanding collection opportunities, as well as providing education and technical assistance to businesses in the county to improve MRW management. If serious or imminent threats to public health or the environment are identified through complaints or onsite visits to businesses, the System will refer such problems to the appropriate regulatory agencies.

A primary focus of the System’s compliance effort has been to assure the quality of the waste stream arriving at the NSLF, the WTE Facility, and the transfer stations. A load inspection program has been established to identify non-acceptable wastes, including asbestos, regulated quantities of hazardous waste, infectious waste, large containers, nonprocessible material, recyclables, large quantities of liquids, contaminated soils, and sludge. If unacceptable wastes such as hazardous waste are discovered through load inspection, an effort is made to identify the sources of the waste. Responsible parties are notified, if possible, and arrangements made for proper waste disposal.

The quality control program also includes an emergency response plan. The plan identifies procedures for response to injuries, fires and explosions, hazardous material spills, and release of toxic gases. Training on emergency response procedures is provided to all facility employees.

**System Program Evaluation:** The System tracks and reports expenditures, activities, and accomplishments associated with the MRW management program. Reports are routinely provided to Ecology and the Spokane Regional Health District (SRHD). The System also compiles detailed information on its HHW and SQG waste collection programs on an annual or more frequent basis.
HHW Alternative B: Interlocal Agreement for HHW & MRW

If the City of Cheney begins taking its MSW out of the county to realize cost savings for that portion of the waste stream, the first alternative will be to enter a contract with the Spokane Waste to Energy System to continue handling HHW & MRW programs.

Based on current rate schedules furnished by the Spokane Regional Solid Waste System, the City of Cheney is charged $1 per ton in tipping fees to provide the existing hazardous waste program outlined above in HHW Alternative A.

HHW Alternative C: Contract Network for HHW & MRW

If the City of Cheney begins taking its MSW out of the county to realize cost savings for that portion of the waste stream, and the Spokane Regional Solid Waste System is no longer a viable option to form an interlocal agreement with for handling HHW & MRW, then the city of Cheney will look to satisfy this service need by contracting with private entities.

HHW & MRW Disposal Markets: Approximately half of the HHW waste stream in the Spokane County WTE System is comprised of used motor oil and automotive batteries. Both of these segments of the waste stream are already handled separately by the City of Cheney at its Recycling Center at 100 Anderson Road. The private contracts for handling these segments of the waste stream will continue to be reviewed and updated regardless of the alternative selected.

There are currently (June, 2012) six active G-certificated solid waste hauler permits with the Washington Utilities & Transportation Commission for service within Spokane County. This number does not include specialty haulers who focus on specific segments of the waste stream, such as medical waste.

<table>
<thead>
<tr>
<th>UTC Permit</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-75</td>
<td>Empire Disposal, Inc.</td>
</tr>
<tr>
<td>G-142</td>
<td>Waste Paper Services, Inc.</td>
</tr>
<tr>
<td>G-199</td>
<td>Sunshine Disposal, Inc.</td>
</tr>
<tr>
<td>G-260</td>
<td>Torre Refuse and Recycling, LLC</td>
</tr>
</tbody>
</table>

HHW & MRW Disposal Operations: For HHW and MRW which does not generate sufficient volumes to make continuous acceptance at the Cheney Recycling Facility feasible, the City of Cheney will conduct several disposal events annually. This program will require substantial education and encouragement on the part of the City of Cheney. Residents will regularly be encouraged throughout the year to utilize the services available at the Cheney Recycling Center, and to save up HHW and MRW which cannot be accepted, and hold it for the disposal events. The Cheney Solid Waste Division will advertise the dates of HHW and MRW collection events well in advance, and accommodate for a combination of curbside and drop-off acceptance of these materials. This HHW and MRW will then be disposed of in bulk through the network of private or public contractors.
Surveillance & Control: Prior to execution of a contract to provide HHW & MRW services, potential contractors will be required to supply proper documentation of compliance with all Washington laws relating to HHW & MRW, as well as the proper permits for handling HHW & MRW from the Washington Utilities & Transportation Commission (UTC) if necessary.

As maintenance of proper state hazardous waste permits is contingent on compliance with state and local hazardous waste laws, a large portion of surveillance and control will fall directly on the contracted providers. In an effort to retain their permits required to remain in business, there will be substantial incentive for these providers to comply with the requisite regulations. Depending on the type of HHW and MRW, various permitting agencies will provide over-arching surveillance of the contractors. The City of Cheney will check on the currency of contractor permits from time to time during the life of any contract, as well as at contract renewal.
3.0 Waste Reduction & Recycling

3.1 Incentives & Opportunities

City of Cheney Recycling Facility
The City of Cheney currently operates a recycling facility at 100 Anderson Road which accepts Aluminum, batteries (household and automobile), cardboard (corrugated), glass, motor oil, paper products (colored ledger paper, computer paper, magazines, newspapers, phone books, white ledger paper), plastic products (HDPE and PETE), and tin.

The City of Cheney’s recycling center is open 21 hours per week and is completely free to Cheney residents. This option serves as a financial incentive to source-separate, because it offers a mechanism for residents to reduce the amount of waste that they put into their garbage cans. Reducing the amount of garbage creates the potential for residents to down-size their service and reap the financial rewards.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Newsprint</td>
<td>10.26</td>
<td>20.76%</td>
<td>$60.83</td>
</tr>
<tr>
<td>Cardboard</td>
<td>18.30</td>
<td>46.26%</td>
<td>$83.56</td>
</tr>
<tr>
<td>Plastic Mix</td>
<td>0.45</td>
<td>1.13%</td>
<td>-$64.91</td>
</tr>
<tr>
<td>Colored Ledger</td>
<td>1.91</td>
<td>4.83%</td>
<td>$18.49</td>
</tr>
<tr>
<td>Aluminum</td>
<td>0.42</td>
<td>0.95%</td>
<td>$1,306</td>
</tr>
<tr>
<td>Tin</td>
<td>0.78</td>
<td>1.97%</td>
<td>$137</td>
</tr>
<tr>
<td>PETE Plastic</td>
<td>0.95</td>
<td>2.41%</td>
<td>$346</td>
</tr>
<tr>
<td>HDPE Natural</td>
<td>0.26</td>
<td>0.65%</td>
<td>$239</td>
</tr>
<tr>
<td>HDPE Color</td>
<td>Na</td>
<td>0%</td>
<td>Na</td>
</tr>
<tr>
<td>Glass</td>
<td>8.33</td>
<td>21.04%</td>
<td>-$35.00</td>
</tr>
<tr>
<td>Batteries</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motor oil</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Percentage of waste entering Cheney Recycling Facility

Eastern Washington University Recycling
Eastern Washington University partners with the City of Cheney in marketing some recyclable materials (cardboard, others), but handles other materials internally. Exhibit 7 shows a breakdown of the materials present in EWU’s recycling waste stream.

<table>
<thead>
<tr>
<th>Material</th>
<th>Amount in Waste Stream (Tons per month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OP2</td>
<td>1.39</td>
</tr>
<tr>
<td>Newsprint</td>
<td>1.50</td>
</tr>
<tr>
<td>Colored Ledger</td>
<td>2.15</td>
</tr>
<tr>
<td>White Ledger</td>
<td>1.21</td>
</tr>
<tr>
<td>Aluminum</td>
<td>0.14</td>
</tr>
<tr>
<td>PETE Plastic</td>
<td>0.91</td>
</tr>
<tr>
<td>HDPE Natural</td>
<td>0.09</td>
</tr>
<tr>
<td>HDPE Color</td>
<td>0.03</td>
</tr>
<tr>
<td>-----------</td>
<td>------</td>
</tr>
<tr>
<td>Magazines</td>
<td>0.68</td>
</tr>
<tr>
<td>Plastic Mix</td>
<td>0.20</td>
</tr>
</tbody>
</table>

**Levels of Public Participation**

For the year 2010, the last full-year of available data, all recycling in the City of Cheney between the city-owned facility, and EWU totaled 628 tons of various materials. Based on 2010 Census figures, this yields a per-capita recycling rate of approximately 119 pounds per year.

The City of Cheney conducted a survey of solid waste customers in October, 2008. The city received 611 responses. At that time, approximately 80% of respondents indicated that they use the Cheney Recycling Facility to drop-off recyclables.

### 3.2 Source Separation Strategies

**Statewide Practices**

Many curbside programs in the State are implementing multistream collection systems in an effort to reduce collection costs and increase collection of recyclables. Under this approach, commingled recyclables are placed into one or two containers. Recyclables are then sorted after delivery to a material recovery facility (“clean” MRF).

Some evidence suggests that the convenience of not having to sort recyclables leads to increased participation by residents. Some studies note, however, that container capacity, not less sorting, is the significant factor in determining the amount of materials set out at the curb.

Because collecting recyclables is the curbside recycling hauler’s biggest expense, gathering materials in one container, instead of several, leads to lower collection costs. Some communities have had capital costs for buying new carts. Lowered collection costs, however, can be negated by increased processing costs and, if necessary, the cost for building a MRF to sort the recyclables. Capital and operations costs for a clean MRF vary depending on the level of technology used at the facility but typically fall in the range of $10,000 to $22,000 per ton of daily capacity. Operations and maintenance costs can range from $20 to $60 per ton, exclusive of revenues gained from marketing recycled materials.

Problems that arise with this form of collection include:

- Contamination resulting from more non-recyclable materials being put into the recycling carts. A study of 70 multistream facilities found an average “residue percent” of 16.6 for multistream, compared to 4.3 for source-separated collection systems.

- Cross contamination between grades and types of recyclable materials.

- Recycling processors experience an increase in maintenance and repair costs to their equipment due to damage from contaminants.

**Considerations for Cheney**

The Cheney Solid Waste System runs very efficiently because of the technology used in collection. Cheney’s collection vehicles utilize automated systems for pickup of residential solid waste containers.
This automation allows for a collection unit to be operated by only one handler. The institution of a curbside recycling collection program would likely force several changes to the system:

- Collection fleet upgrades: The system’s collection vehicles are currently designed to combine all MSW into the collection vehicle. The addition of curbside collection of source-separated materials would likely require the purchase of additional vehicles.

- Solid Waste Rate Increases: Adding curbside collection of recyclable materials would most likely have an impact on solid waste rate payers.

### 3.3 Source Separation Alternatives

#### Alternative 1: Single Stream Curbside Service with Disposal at Waste Management

Waste Management operates a recycling facility near the existing Spokane WTE Facility. This facility allows Cheney Solid Waste vehicles to dispose of single-stream recycling, with sorting occurring at the facility.

**Operations:** Under this alternative, the City of Cheney Solid Waste Division would require all solid waste customers (2,447 monthly average, 2011) to participate in the recycling service as well. Collection would utilize City of Cheney Solid Waste Division vehicles, take place separately from solid waste collection, and occur once every other week. Recyclables would be taken to the Waste Management Facility.

**Cost Considerations:** The existing Cheney Recycling Facility has the potential to generate some revenue for the system depending on market conditions for recyclable commodities. The implementation of a curbside recycling program would make operation of the recycling facility needlessly redundant and likely force its closure.

Costs associated with taking recyclables to the Waste Management Facility include tipping fees estimated at $70 per ton, purchase of a new collection vehicle at $250,000, operation of a new collection vehicle (0.5 FTE) at $20,000 annually, and purchase of recycling containers at $220,000. When amortizing the capital assets over 10 years and holding tipping fees & wages constant, the increase per solid waste customer comes to $4.23 per month, or approximately $50 per year.

It is estimated that this alternative to providing curbside collection would raise the average residential customer’s bill by 36%. This will impact those customers whether they utilize recycling services or not. Below is a straight-across application of recycling costs to solid waste users based on projected costs.

<table>
<thead>
<tr>
<th>Exhibit 8: Cost Impact of Curbside Recycling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Monthly Bill</td>
</tr>
<tr>
<td>Residential 64 Gal.</td>
</tr>
</tbody>
</table>

*Tipping fee, annual operations, new collection vehicle (10-year repayment), new recycling carts (10-year repayment)*
Revenue Considerations: It is estimated that a contract with the Waste Management recycling facility could yield some revenue to offset costs. To account for Waste Management’s costs and profits, Cheney may expect to see 30% of the total revenue generated from the sale of its recycled materials.

Resident Cost Opinions: The latest data available sampling Cheney residents’ opinion regarding payment for curbside recycling service is from October, 2008. A survey of customers received 611 responses (there were 2,447 solid waste customer accounts in 2011). The survey asked customers if they would be willing to pay an additional charge to receive weekly curbside recycling service, and if so, how much they would be willing to pay.

The results of the 2008 survey show a general aversion toward weekly curbside recycling at the price-point of $4.23 per month identified in Exhibit 8. At this price point, only 15% of respondents are willing to pay. The price point must be cut nearly in half to $1.99 per month before a majority of respondents say they would be willing to pay for curbside service.

<table>
<thead>
<tr>
<th>Cost of Service</th>
<th>Percent of all respondents Willing to Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.99 per month</td>
<td>59.4%</td>
</tr>
<tr>
<td>$1.99 per month</td>
<td>53.4%</td>
</tr>
<tr>
<td>$2.99 per month</td>
<td>34.2%</td>
</tr>
<tr>
<td>$3.99 per month</td>
<td>19.8%</td>
</tr>
<tr>
<td>$4.99 per month</td>
<td>15.2%</td>
</tr>
</tbody>
</table>

It would be advised that the City of Cheney conduct another survey to gain updated customer opinions regarding curbside recycling. This updated survey should again focus on identifying a resistance point for pricing, and alter the question to a semi-weekly service.

Generation Considerations: The existing Cheney Recycling Facility processes approximately 550 to 600 tons of recyclable material annually. The implementation of a curbside, single-stream recycling option would likely have a positive impact on the rate of recycling among Cheney residents. It is estimated that the amount of recycling generated through a curbside collection program could raise that number to approximately 700 tons per year, or roughly 15%. To make the system feasible, the cost of providing the service would be applied to all accounts utilizing solid waste services in Cheney. Therefore, there will be little reason not to utilize the recycling program.

The expected increase in recycling within Cheney of 15% may seem small based on the ease of use and limited number of disincentives, but this projection takes into account the positive externality which the Cheney Recycling Facility creates for non-Cheney residents who live nearby. The existing facility is not monitored to ensure residency of those who utilize this free service. Therefore, there are nearby residents of un-incorporated Spokane County who dispose of their recyclable materials at the Cheney Recycling Facility. Doing so provides them a financial incentive by reducing the amount of waste which they place into their solid waste containers, or which they must take to the WTE Facility themselves.

Elimination of the Cheney Recycling Facility would reduce the amount of recyclable materials coming into Cheney from un-incorporated Spokane County. This would have an effect on the perceived rate or recycling among Cheney residents, and have an effect on recycling system operations for Spokane County.
Alternative 2: Single Stream Curbside Service with Disposal at Sunshine Disposal

Sunshine Disposal, Inc. is currently examining the feasibility of offering single stream recycling at its Spokane Valley Transfer Station.

Operations: Under this alternative, operations would be similar to those outlined under alternative 1, with the exception that recyclables would be taken to the Sunshine Disposal Spokane Valley Transfer Station.

Cost Considerations: Costs associated with taking recyclables to the Sunshine Disposal Facility include:

- Tipping fees ($ Unknown)
- Purchase of a new collection vehicle at $250,000
- Operation of a new collection vehicle (0.5 FTE) at $20,000 annually
- Purchase of recycling containers at $220,000.

When amortizing the capital assets over 10 years and holding tipping fees & wages constant, the increase per solid waste customer can be expected to be between $3.50 and $5.00 per month. This translates to between a 29% and 42% increase for the average residential customer.

Depending on the tipping fees charged, and the expected revenue generated from the sale of recyclables, the cost impact will vary. These costs will impact rate payers whether they utilize recycling services or not.

Resident Cost Opinions: See Exhibit 9 for price resistance points for weekly service identified in 2008.

Generation Considerations: The impact of this alternative on recycling generation will likely have the same impact as those outlined under alternative 1.

Revenue Considerations: The recycling system can expect to see some revenue from a contract with Sunshine Disposal depending on the market price of the various commodities. These figures are as yet unknown.

Alternative 3: Single Stream Curbside Service Carried out by the Cheney Solid Waste Division

The City of Cheney currently operates a recycling facility at 100 Anderson Road. This facility is a drop-off location which operates approximately 20 hours per week. With a substantial capital investment, this facility may be upgraded to accommodate the equipment necessary to perform the function of a recycling sorting facility.

Operations: Under this alternative, collection operations would be similar to those outlined under alternative 1. This alternative would also necessitate an additional aspect of operations through the sorting of materials, and administrative functions of managing wholesale recycling contracts. These additional operational aspects would add currently unknown personnel costs to the system.

Cost Considerations: Costs associated with collecting single-stream recycling, sorting it, and marketing it independently include:
• Upgrade of existing recycling facility to accommodate sorting ($unknown)
• Purchase of a new collection vehicle at $250,000
• Operation of a new collection vehicle (0.5 FTE) at $20,000 annually
• Purchase of recycling containers at $220,000.
• Operation of a sorting facility ($unknown)

**Resident Cost Opinions:** See Exhibit 9 for price resistance points for weekly service identified in 2008.

**Generation Considerations:** The increase in generation mentioned in alternatives 1 & 2 can also be expected for this alternative; however this alternative will not result in the expected reduction which is also mentioned. Maintaining the Cheney Recycling Facility will maintain the positive externality for nearby residents of un-incorporated Spokane County who find it easier, or more feasible, to utilize Cheney’s resource, rather than the Spokane WTE.

**Alternative 4: No Curbside Service; Continuation of Existing Program**

The City of Cheney currently operates a recycling facility at 100 Anderson Road.

**Operations:** This facility is open to the public approximately 20 hours per week as a drop-off facility. The facility currently accepts:
- Aluminum
- Batteries (household and automobile)
- Cardboard (corrugated)
- Glass
- Motor Oil
- Paper Products (colored ledger paper, computer paper, magazines, newspapers, phone books, white ledger paper)
- Plastic Products (HDPE and PETE)
- Tin

The City of Cheney contracts with various vendors to dispose of these recycling materials.

**Cost Considerations:** Depending on the market forces for the various recyclables, the Cheney Recycling Facility has the potential to generate a small amount of revenue some years, and must be subsidized by the solid waste system other years. The costs of operating the Cheney Recycling Facility are currently factored into the City of Cheney’s Solid Waste System, and are continually monitored.

Continued operation of the Cheney Recycling Facility would have little, to no effect, on Cheney Solid Waste Users aside from routine maintenance and inflationary costs.

**Generation Considerations:** The existing Cheney Recycling Facility processes approximately 550 to 600 tons of recyclable material annually. This translates to nearly 100 pounds of recyclables per Cheney Resident. It is again important to point out, however, that not all of the recycling stream at the Cheney Recycling Facility comes from Cheney Solid Waste customers. The location of the facility, relative to the nearest other facility (Spokane WTE), makes it a beneficial option for many residents living in Southwest Spokane County.
### Appendix 1

#### 20 Year Solid Waste Generation Projection

<table>
<thead>
<tr>
<th></th>
<th>2011</th>
<th>2016</th>
<th>2021</th>
<th>2031</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>10,748</td>
<td>11,522</td>
<td>12,352</td>
<td>14,194</td>
</tr>
<tr>
<td>Total (Tons)</td>
<td>5,409</td>
<td>5,766</td>
<td>6,147</td>
<td>6,988</td>
</tr>
<tr>
<td>Residential (Tons)</td>
<td>3,869</td>
<td>4,148</td>
<td>4,447</td>
<td>5,110</td>
</tr>
<tr>
<td>Commercial (Tons)</td>
<td>1,539</td>
<td>1,618</td>
<td>1,701</td>
<td>1,878</td>
</tr>
</tbody>
</table>

*This assumes 0% per year increase in per capita generation
*2010 generation and population figures used for projection

Average Annual Population Growth Rate: 1.4%
Average annual Growth in other waste: 1.0%
### Appendix 2

#### Yearly Unit (per-ton) Cost Summary

<table>
<thead>
<tr>
<th>Alternative</th>
<th>2011</th>
<th>2016</th>
<th>2021</th>
<th>2031</th>
</tr>
</thead>
<tbody>
<tr>
<td>A- Spokane</td>
<td>$104.00</td>
<td>$109.31</td>
<td>$114.88</td>
<td>$126.90</td>
</tr>
<tr>
<td>B1- Grant via Truck</td>
<td>$81.34</td>
<td>$82.63</td>
<td>$84.78</td>
<td>$89.73</td>
</tr>
<tr>
<td>B2- Yakima via Truck</td>
<td>$91.70</td>
<td>$94.19</td>
<td>$96.93</td>
<td>$103.16</td>
</tr>
<tr>
<td>B3- Klickitat via Truck</td>
<td>$93.70</td>
<td>$96.30</td>
<td>$99.14</td>
<td>$105.60</td>
</tr>
<tr>
<td>C1- Rail from Cheney</td>
<td>$75.70</td>
<td>$77.11</td>
<td>$78.74</td>
<td>$82.69</td>
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<tr>
<td>C2- Rail from Spokane Valley</td>
<td>$69.00</td>
<td>$72.52</td>
<td>$76.22</td>
<td>$84.19</td>
</tr>
</tbody>
</table>

**Assumptions**

**Generation**

See Appendix 1

**B-1,2,3 Trucking**

- Average cost per ton per mile: $0.10
- Average increase in hauling cost: 1.0%
- Design/Build Transfer Station: $1,300,000
- Construction Financing Rate: 3.0%
- Yearly Transfer Station Operations: $30,000
- Yearly increase in operations: 1.0%

**C-1 Rail from Cheney**

- Cost per ton to rail to Klickitat: $55
- Yearly increase in haul cost: 1.0%
- Design/Build Transfer Station: $1,300,000
- Construction Financing Rate: 3.0%
- Yearly Transfer Station Operations: $30,000
- Yearly increase in operations: 1.0%

**C-2 Rail from Spokane Valley**

- Cost per ton to rail to Klickitat: $55
- Yearly increase in haul cost: 1.0%
- Cost per ton to use Sunshine access: $15
- Yearly increase in access cost: 1.0%

**Tipping**

- Yearly increase to all tipping fees: 1.0%
Appendix 2.1

20 Year Unit Cost Comparison

Per Ton Cost

B-1 (Grant)
B-3 (Klickitat)
A (Spokane)
B-2 (Yakima)
C-2 (Spokane Valley)
C-1 (Cheney)
## 20 Year Total Cost Summary

<table>
<thead>
<tr>
<th>Alternative</th>
<th>2011</th>
<th>2016</th>
<th>2021</th>
<th>2031</th>
<th>Savings*</th>
</tr>
</thead>
<tbody>
<tr>
<td>A- Spokane</td>
<td>$563,000</td>
<td>$630,000</td>
<td>$706,000</td>
<td>$887,000</td>
<td>$ -</td>
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<tr>
<td>B1- Grant via Truck</td>
<td>$437,000</td>
<td>$476,000</td>
<td>$521,000</td>
<td>$627,000</td>
<td>$3.95 M</td>
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<tr>
<td>B2- Yakima via Truck</td>
<td>$496,000</td>
<td>$543,000</td>
<td>$596,000</td>
<td>$721,000</td>
<td>$2.36 M</td>
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<tr>
<td>B3- Klickitat via Truck</td>
<td>$507,000</td>
<td>$555,000</td>
<td>$609,000</td>
<td>$738,000</td>
<td>$2.07 M</td>
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<tr>
<td>C1- Rail from Cheney</td>
<td>$409,000</td>
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<td>$484,000</td>
<td>$577,000</td>
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<td>C2- Rail from Spokane Valley</td>
<td>$373,000</td>
<td>$418,000</td>
<td>$469,000</td>
<td>$588,000</td>
<td>$5.03 M</td>
</tr>
</tbody>
</table>

*Savings measured vs. Alternative A (Status Quo)*

### Assumptions

#### Generation

See Appendix 1

#### B-1,2,3 Trucking

- **Average cost per ton per mile:** $0.10
- **Average increase in hauling cost:** 1.0%
- **Design/Build Transfer Station:** $1,300,000
- **Construction Financing Rate:** 3.0%
- **Yearly Transfer Station Operations:** $30,000
- **Yearly increase in operations:** 1.0%

#### C-1 Rail from Cheney

- **Cost per ton to rail to Klickitat:** $55
- **Yearly increase in haul cost:** 1.0%
- **Design/Build Transfer Station:** $1,300,000
- **Construction Financing Rate:** 3.0%
- **Yearly Transfer Station Operations:** $30,000
- **Yearly increase in operations:** 1.0%

#### C-2 Rail from Spokane Valley

- **Cost per ton to rail to Klickitat:** $55
- **Yearly increase in haul cost:** 1.0%
- **Cost per ton to use Sunshine access:** $15
- **Yearly increase in access cost:** 1.0%

#### Tipping

- **Yearly increase to all tipping fees:** 1.0%
Municipal Solid Waste
Residential Service Routes
Monday thru Thursday

Legend

Garbage Routes
Route Day
- Monday
- Tuesday
- Wednesday
- Thursday
- Cheney City Limits

Cheney Recycling Facility
Yard Waste Drop Off Center
100 Anderson RD
Cheney, WA 99004

2021 Population: 12,010
Area: 4.374 square miles
Population Density: 2,745 persons/sq.mi.
The most basic principle of the Capital Facilities Element and the Capital Facilities Plan is that the public facilities provided contribute significantly to the quality of life in Cheney. The quality of roads, parks, and public buildings is a physical reflection of community values. The difficulty faced by the City is meeting the demands for new and enhanced facilities due to growth or changing community needs.

Capital facilities are the basic services that the public sector provides to support the community as it currently exists, and as it is expected to develop over the next twenty years. The state Growth Management Act (GMA) establishes many of the requirements for the capital facilities element. GMA put into law the goal to "ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards" (RCW 36.70A.020).

By law, the capital facilities element must include an inventory of existing publicly owned capital facilities, a forecast of future needs for new or expanded facilities and a six year plan identifying from what sources the future facilities will be financed. GMA defines public facilities to include roadways, street lighting, sidewalks, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and recreation facilities, and schools. On the other hand, public services are defined to include fire protection, law enforcement, public health, education, recreation, environmental protection, and other government services. This Capital Facilities Plan (CFP) is the plan that provides a summary of how and when these basic improvements to facilities and services will be provided to support the future growth the citizens of Cheney have envisioned via the Comprehensive Plan, and how they will pay for them.

The purpose of the capital improvement plan is to identify future needs of public facilities and public services without decreasing current service levels below locally established minimum standards. The purpose of establishing measurable level-of-service for growth is not all that easy to determine without identifying the preservation of current minimum standards. By definition, in order to identify capital needs whether it be meeting current minimum standards or future growth standards, level of service definitions were established:
SOLID WASTE AND RECYCLING

The Public Works Department Solid Waste Division is responsible for the collection and disposal of the City’s solid waste and recyclables. As of December 31, 2009, the City of Cheney ended its contract with a private provider of collection and disposal services, opting to finance the capital and operational expenditures needed to run the program. The Solid Waste Fund is used for the Division's capital needs, including vehicle upgrades and replacements, facilities, and additional capital purchase as need exists. Current LOS standards identify adequate capacity to collect solid waste.

Table 11 – Solid Waste Future Needs and Costs

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Facility Needs</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 6 Years</td>
<td>• Commercial Front-End Loader</td>
<td>$160K</td>
</tr>
<tr>
<td></td>
<td>• Roll-Off Truck</td>
<td>$200K</td>
</tr>
<tr>
<td></td>
<td>• Replacement Residential Truck</td>
<td>$300K</td>
</tr>
<tr>
<td>7 to 20 Years</td>
<td>• Solid Waste Transfer Facility</td>
<td>$1.3M</td>
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</tbody>
</table>

The system management capital items as well as the update to the Solid Waste Facility are all related to addressing capacity needs for the operation. These will be funded through City solid waste rate revenues, recycling center income, and other miscellaneous revenues.

The current LOS for solid waste collection is 0.5 tons (1,000 pounds) per capita. Based on a projected population increase of 3,275 additional residents in the next 20 years while maintaining the same LOS, the City will need to fund capacity expansion to collect an additional 1,680 tons of solid waste.

In 2020, the City of Cheney will update its waste plan via a renewed contract for disposal services with the City of Spokane.
Table 15 - Capital Facilities Plan: Solid Waste Projects – 403

<table>
<thead>
<tr>
<th>Revenues</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Reserves</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>$270,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Total</td>
<td>$0</td>
<td>$270,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Replacement Requests</th>
<th>*LOS</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
</tr>
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<tr>
<td>Recycling Forklift</td>
<td>2</td>
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<td>$40,000</td>
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<td>Yard Waste Site Expansion</td>
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<td>Capital Replacement Request Total</td>
<td>$0</td>
<td>$270,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

*CIP Level of Service
1. Deficiency: Addresses a technical or regulatory deficiency or requirement
2. Preservation: Preserves existing facility or system component.
3. Growth: Serves to accommodate growth of a facility or system component through new development or expansion.
CHAPTER 8.12 - SOLID WASTE DISPOSAL

Footnotes:

--- (1) ---


8.12.060 - Application for service—Deposit.

Every person, firm, corporation or institution shall make application for garbage collection service at the office of the city clerk, city hall, in the city, on forms furnished by the city clerk prior to the time of occupancy of the premises. Such application shall contain a description of the premises to be served, the name of the applicant and the name of the legal owner if the applicant is a tenant, the type of service required, and such other information as may be required.

Any applicant, not being a property owner, shall deposit at the time of making application for garbage collection, and keep on deposit, such sum of money as may be required by the finance director of the city as continuing security for the payment of garbage collection charges. No deposit shall be for less than two months minimum charges for service applied for.

(Ord. No. R-10, § 1(part), 1997)

8.12.070 - Reserved.

8.12.075 - Credit for vacancies.

Credit for vacancies will be allowed only when finance department records reflect reasonable advance notice. It shall be the responsibility of the premises owner/occupant to notify the finance department of any changes in service.

(a) Those wishing to have utility services and charges suspended must provide the city with notice of their intent within three business days of wanting the change to be made. Garbage containers must be moved and kept out of site of the garbage collector until service is to be restarted. The customer must notify the city when they wish service to be resumed.

(b) If the water meter is pulled then the charges for water, sewer and garbage can be withheld.

(c) If the electric meter is shut off or recorded as disconnected, then the charges for water, sewer, garbage and electricity can be withheld.

(d) When the water meter is pulled on a temporary basis there will be a $25.00 disconnect fee and a $25.00 reconnect fee charged.

(e) If it is discovered and proven by the city that services having been disconnected, have been delivered and/or used at the property recorded as disconnected, charges for those services will then be levied back to the original disconnect date.
(f) Fees for temporary electrical service disconnects can be found in title 14 of the Cheney Municipal Code.

(Ord. No. R-10, § 1(part), 1997)


8.12.090 - Payment of charges—Delinquency a lien—Interest.

(a) The city shall mail each service user a statement each month setting forth the charges for usage. The charges for usage shall be due and payable 15 days after the mailing of such statements and shall become delinquent the next following business day after the 15th day.

(b) Delinquent charges shall bear interest at the rate of one percent per month, with a minimum service charge of $1.00.

(c) All charges for garbage service and usage all service charges provided in this chapter, or as may hereafter be amended, together with penalties and interest thereon, shall be a lien upon the property to which such garbage service is rendered, superior to all other liens and encumbrances whatsoever, except for general taxes and local special assessments. Enforcement of such liens shall be in the manner provided by law.

(Ord. No. R-10, § 1(part), 1997)

8.12.095 - Under billing or over billing.

Where an account is under billed because of city error, not the customer fault, the city back charge period is up to six months. Where an account is over billed or overpaid because of city error, not the result of customer fault, the refund period is up to six months. The city does not issue cash refunds or rebates. Approved funds are administered by an account credit for the premises served.

(Ord. No. R-10, § 1(part), 1997)

8.12.100 - Definitions.

The following definitions apply to this chapter.

(Ord. No. V-46, § 2, 8-24-2010)

8.12.102 - City.

"City" is the City of Cheney.

(Ord. No. V-46, § 3, 8-24-2010)

8.12.104 - Collection day.

"Collection day" means the day of the week scheduled for city solid waste collection service.

(Ord. No. V-46, § 4, 8-24-2010)

(a) Collection services are identified in relation to:

1. Style or capacity of container and associated department collection vehicles and equipment: "Commercial/residential" and "automated/semi-automated" service. In limited circumstances, as permitted by the director, an account may be served manually, i.e. without the direct assistance of equipment;

2. Time services are provided: Day/early day service;

3. Pickup location: "Alley/curb/rollout."

(b) Commercial/residential service. "Commercial or residential" service is based upon the type of container necessary to serve the Premises, considering the nature and the quantity of solid waste generated, the public health and safety, and business efficiency, as determined by the director.

1. "Commercial service" is provided through large capacity containers, which include one- to eight-cubic yard dumpsters, front or rear loaded, and ten- to 40-cubic yard roll off containers. Such containers are supplied by the city.
   a. Commercial service further includes the compactor container service. Customers may supply containers for compactor services ranging from two- to 40-yard capacity, subject to approval by the department for compatibility with collection vehicles.
   b. Commercial service containers are associated with business and commercial customer needs, and large multi-unit residential premises.
   c. Similar commercial service containers, except compactors, are used for general-mixed solid waste and source separated recyclable materials.

2. "Residential service" for general-mixed solid waste is provided through city-furnished containers of different capacity.
   a. Additional charges will be assessed for containers filled beyond rated capacity.

(c) Automated/semi-automated service. "Automated service" is provided through a single operator and collection vehicle. It is distinguished from "semi-automated service," which uses a different collection vehicle and, occasionally, a two-person crew. Most residential and commercial service is automated service.

(d) Day/early day service. Collection services are provided in two time shifts:

1. "Day" service starts at 6:00 a.m.

2. "Early-day" service starts at 5:00 a.m.

(e) Alley/curb/rollout service. "Alley," "curb," or "rollout" service refers to the service pickup location for the container.

1. "Alley service" collects solid waste from areas located in or along alleys. It is provided for some residential and commercial container service.

2. "Curb service" collects solid waste at the street curb adjacent to the premises, including adjacent sidewalk area.

3. "Rollout service" is solid waste collection from a location more than ten feet from the vehicle access point for automated service, or more than 15 feet from the vehicle access point for semi-automated service areas.

The director determines which locations are best suited for pickup based on considerations of vehicle access, site configuration, operational efficiency and convenience. For residential areas, curb pickup is preferred unless otherwise determined by the director.

(Ord. No. V-46, § 5, 8-24-2010)

"Combined city utilities bill" refers to the combining of utility billing for municipal water, sewer, electricity, and solid waste in a single account.

(Ord. No. V-46, § 6, 8-24-2010)


(a) "Customer" is the person making arrangements or receiving solid waste collection service from the department.

(1) Because solid waste collection service is mandatory for all premises, "customer" includes all owners and occupants of premises generating or accumulating solid waste.

(2) Where arrangements have been made for billing to be sent to an address other than the premises serviced, "customer" includes the persons at such billing address.

(b) Notice given by the city under this chapter is sufficient if it is either mailed, given, or left at the premises served or the billing address.

(1) For premises with multi-unit dwellings or where several buildings are served with one account, notice is sufficient if personally served or mailed to the agent or representative of the account.

(2) Nothing herein limits the city's right to recover any obligation from any person determined to be responsible for charges incurred or persons who have received direct benefit from services provided.

(Ord. No. V-46, § 7, 8-24-2010)

8.12.112 - Department—Regional system.

(a) "Department" means the city department of solid waste management.

(b) The "regional solid waste system" is a joint operating entity established by interlocal agreement between the city and County of Spokane with coordinating functions for regional disposal planning and the waste-to-energy plant.

(Ord. No. V-46, § 8, 8-24-2010)

8.12.114 - Director.

"Director" means the director of public works or designee.

(Ord. No. V-46, § 9, 8-24-2010)

8.12.116 - Generator.

"Generator" is any person originating solid waste including the owner and/or occupant of any premises on which solid waste is located.

(Ord. No. V-46, § 10, 8-24-2010)

8.12.118 - Health officer.
"Health officer" is the appointed health officer of the Spokane Health District. The director may also exercise any health officer function for the purpose of this chapter.

(Ord. No. V-46, § 11, 8-24-2010)

8.12.120 - Premises—Premises with multi-unit dwellings.

(a) "Premises" means a specific lot or area of real property.

(1) "Premises" includes permanent and transient dwellings and places of accommodation, commerce or recreation.

(b) "Premises with multi-unit dwellings" means premises operating in whole or part under unified management or ownership with housing facilities for more than a single-family residence. Such facilities include duplex or multiplex dwellings, apartments, condominiums, trailer parks or other accounts, including planned unit developments.

(1) The above does not include hotels, motels, hospitals, nursing homes, or other congregate-care or institutional facilities, which are generally served as a commercial-service account.

(Ord. No. V-46, § 12, 8-24-2010)


(a) "Recyclable materials" or "recyclables" means materials which are source-separated from the general waste stream for recycling or reuse, as opposed to disposal, and accepted under the recycling program operated by the department.

(b) The director, through policy, may adjust the city's recycling program consistent with regulatory requirements solid waste management planning, prevailing market conditions and administrative convenience or efficiency.

(Ord. No. V-46, § 13, 8-24-2010)


(a) "Solid waste or waste" means the entire local general-mixed solid waste, separated waste and recyclable materials generated or accumulated in the city. General-mixed solid waste includes:

(1) "Garbage" which is solid and semi-solid putrescible, discarded materials such as food, animal and vegetable wastes; and

(2) "Refuse" which is nonputrescible discarded materials, such as rubbish, ashes or other miscellaneous wastes.

(b) "Separated wastes" are discarded materials of a uniform content, quality or consistency approved by the director for acceptance as separated wastes. Types of separated wastes may change from time to time, depending on the market conditions, operational efficiencies and other factors, in the director's discretion. Currently identified categories are:

(1) Separated yard and garden waste, also referenced as "clean green" wastes;

(2) Other composts;

(3) "Demolition debris" which is materials such as concrete, brick, metals, wood, and glass as a result from demolition of a building or other structure.

(c) "Solid waste" is distinguished from sewage or other water-carried wastes, which are handled by the city sewer utility or lawful on-site sewage disposal systems. "Solid waste" includes infectious and
hazardous wastes, to the extent these materials are accepted for city collection or disposal but not including materials handled under procedures administered pursuant to a preemptive regulatory program by another governmental entity, acting within its lawful jurisdiction.

(1) “Solid waste” includes recyclables from residential-use premises unless otherwise specifically indicated or apparent from context.

(Ord. No. V-46, § 14, 8-24-2010)

8.12.126 - Spokane County Comprehensive Solid Waste Management Plan.

"Spokane County Comprehensive Solid Waste Management Plan," sometime referenced as "Spokane Solid Waste Plan" or in shorter terms, means a plan prepared by Spokane County in cooperation with the City of Cheney and others pursuant to the requirements of RCW 70.95.080 guiding the City of Cheney's goals and priorities for implementing and evaluating municipal solid waste management functions.

(Ord. No. V-46, § 15, 8-24-2010)

8.12.128 - Transfer station.

"Transfer station is a permanent, fixed supplemental collection and transportation facility used by persons and collection vehicles to deposit solid waste into a larger transfer vehicle for transportation to a disposal site.

(Ord. No. V-46, § 16, 8-24-2010)


"Waste-to-energy plant" or "waste-to-energy facility" (W-T-E) is the Spokane Regional Solid Waste Disposal System Incinerator operated as a solid waste disposal and energy-recovery facility.

Words herein used in the present tense shall include the future tense, and in singular shall include the plural and in the plural shall include the singular, and in the masculine shall include the feminine gender.

(Ord. No. V-46, § 17, 8-24-2010)


There is established a solid waste fund of the city. All money and receipts from the collection and disposal of solid waste shall be deposited with the city treasurer into the fund. The expense of collecting solid waste, separated waste and recyclables, to include billing and costs and fees, shall be paid there from. The city council may provide for additional revenue to be paid into such fund from time to time.

(Ord. No. V-46, § 18, 8-24-2010)


There is established a fund within the solid waste fund to be known as the solid waste reserve fund. All money received from the Spokane Regional Solid Waste System Landfill Closure Rebate Program shall be deposited into the established fund. Moneys may be withdrawn from the fund to pay for liabilities assigned to the city under the Comprehensive Environmental Response, Compensation, and Liability Act
(CERCLA) or the Model Toxic Control Act (MTCA), or for any solid waste purpose as determined by the city council.

(Ord. No. V-46, § 19, 8-24-2010)

8.12.204 - Universal service by the city.

The City of Cheney, pursuant to RCW 35.21.152, exercises full authority to establish and operate a solid waste collection and disposal service for the city through the department of solid waste management. The city asserts exclusive and universal control over the business of all solid waste collection, disposal and other handling functions within the city. This authority includes collection and handling of recyclable materials, as further described in this chapter.

(Ord. No. V-46, § 20, 8-24-2010)

8.12.206 - Private hauling prohibited—Special reports.

(a) Except where preempted by state law or pursuant to a written city franchise as provided hereafter, no person may engage in the business of providing solid waste collection or disposal services or residential recycling collection services within the city.

(1) The use of roll-off boxes or tilt-frame trucks by persons other than the solid waste management department or persons authorized by the city is prohibited.

a. A "roll-off box" is defined as a non-motorized container that is located on premises to receive deposited trash, construction debris and/or garbage. It is normally metal and capable of being hauled to be dumped elsewhere.

(b) Engaging in the business of private junk removal or hauling services is prohibited to the extent it involves collection or hauling of solid waste. Private cleanup services not involving regular routes may be permitted where:

(1) The primary charge is for premises cleanup with labor and hauling charges incidental thereto;

(2) All non-recyclable materials are source separated and disposed of at the regional solid waste system;

(3) Disclosure and reporting requirements as prescribed by the director are followed;

(4) No solid waste hauling which could be the subject of any WUTC regulatory action occurs; and

(5) Parties engaged in such activities accept and agree to any other regulation or policy as the director may determine appropriate.

(c) Solid waste franchises.

(1) Persons holding a state certificate of public convenience and necessity within any areas annexed and entitled to an exclusive municipal franchise following annexation under RCW 35A.14.900 are hereby granted an exclusive franchise as provided by law commencing at the effective date of annexation.

a. The city council may extend the term of such franchises, considering the value of any interests cancelled because of an annexation.

(2) Any person or entity collecting solid waste in the city pursuant to this subsection (c) is subject to the following:

a. The franchise shall not exceed the scope of permission as to kind of service, territory or any other matter relating to solid waste granted by any state certificate of public convenience and necessity subject to state law in effect prior to the time of annexation.
b. Rates shall be fair and reasonable. Compliance with WUTC-approved rates for similar services shall be presumed fair and reasonable but rates in excess of such rates shall be presumed not to be fair and reasonable, all rates subject to review and approval by the director shall be guided by standards applicable to WUTC certificated haulers.

c. Service levels shall be adequate and sufficient to satisfy all customer needs. Service levels at least equal to the level currently provided by the city shall be presumed adequate and sufficient. Service is subject to review and approval by the director considering WUTC policies, practices and the existing certificate.

d. A person or entity collecting solid waste shall be solely and separately liable for all activities and shall not represent that it is an employee or agent of the city.

e. The person or entity shall indemnify and hold harmless the city, its officers, agents and employees from all loss or liability for the service provider’s acts and omissions in connection with the enjoyment of service privileges.

f. Evidence of insurance, including naming the city as an additional named insured on the insurance policy as the director may reasonably require, considering the nature and scope of service activities and level of risk to the public there shall be provided to the city.

(d) Commercial recycling hauling.

(1) Persons engaged in commercial recycling hauling for hire are not subject to requirements of a municipal solid waste contract or franchise under this section, but must submit a written location disclosure report. The report must contain the following information: destination of haul, resulting useful product showing recycling use, and proof of commercial value of said product.

a. The report is due at or before the time of placement of any containers for recyclables collection.

b. All recycling containers placed must be clearly labeled "recyclables only" in large 12-inch block letters of contrasting colors on all exterior sides.

c. Haulers are also responsible to explain city requirements to segregate recyclables from solid waste to their customers.

d. Additionally recycling haulers must file a written annual report with the director of solid waste no later than February 1 for the prior year's recycling activities.

e. The report must contain information in substantially similar form to the Annual Recycling Survey submitted to Spokane County or the department of ecology required by chapter 70.95 RCW for the immediate past year.

(2) "Commercial recycling hauling" for purpose of report requirements consists of collection and transportation of source-separated (that is, separated by the original generator) recyclable materials from a drop-off box, or from a commercial or industrial generator of recyclable materials to a processor of recyclable materials or end user of recyclable materials.

a. Recyclable materials must contain no solid waste (non-recyclable materials). However, adjustments to this requirement may be made by the director, granted only in writing, if the applicant can demonstrate to the director that its activities are in the best interests of the public health and safety for meeting the recycling goals set forth in the Cheney Regional Solid Waste Management Plan.

b. All recyclable materials shall be processed and marketed in such a way that they are recycled rather than disposed of as solid waste.

c. All records of any party engaged in activities relating to collection of solid waste or recycling as identified under this section are subject to inspection ad copying by the director. Such parties shall furnish promptly such records or information as the director may require, at no cost to the city.
d. In addition to any other provision, any person in violation of applicable requirements in this section shall be subject to revocation of said party’s collection privileges.

1. Except in case of danger to the public health safety, as the director may determine, or where otherwise provided, no revocation shall occur prior to the 30 days’ written notice by the director to the party subject to revocation, specifying the violation and providing for an opportunity to correct the same.

2. If the director determines such violation is not corrected after 30 days, the director may issue and order requiring the party to show cause before the city hearing examiner why collection privileges should not be cancelled.

3. Upon receipt of such order, the hearing examiner schedules a hearing and determines the issue, subject to appeal within 14 days to city council on the record submitted, without additional testimony.

(e) Upon cancellation of any collection privileges, the holder thereof shall peacefully surrender all territory, providing such information related thereto at no cost the city, as the director may require.

(f) The director of solid waste management is vested with the duty of administering the provisions of this section. The director may prepare and require the use of such forms as deemed needed for administering the requirements of this section.

(Ord. No. V–46, § 21, 8-24-2010)

8.12.208 - Authority of the director.

(a) Purpose. The director shall implement:

(1) The Cheney Solid Waste Plan;

(2) Chapter 70.95 RCW and other federal, state and local laws;

(3) The means to assure prompt, safe and efficient solid; and

(4) Solid waste collection and disposal services to the public.

The director administers and interprets this chapter and the operations and functions of the department. The director may delegate authority.

(b) Policies and practices. The director may promulgate policies and practices to implement and enforce of this chapter.

(c) Warnings—Orders. The director may issue warning notices and/or a notice of violation with a reasonable period to cure the violation. The director may take such remedial measures necessary to enforce any order, regulation or provision of this chapter, including clean-up operations to protect the public health and safety.

(d) Procedures. The director may establish procedures to resolve disputes.

(e) Penalties. If a notice of violation is not satisfactorily resolved according to the discretion of the director. A notice of infraction pursuant to RCW Chapter 7.80 may be issued.

(1) For single-family residences the civil penalty is a Class 4 infraction and may be assessed for up to the first five days of noncompliance. Thereafter, the civil penalty shall be a Class 2 infraction.

(2) For premises other that single-family residences, the civil penalty for a first time violation is a Class 2 infraction.

(3) In case of a continuing violation, each day is a new violation, and the civil penalty may be assessed for up to the first five days of noncompliance.

(4) Said penalties are in addition to actual costs of clean-up or other services provided by the city.
8.12.210 - Stopping service—In general.

Where the director deems it necessary for administrative reasons, emergency conditions, adverse weather, natural disaster, equipment failure, labor dispute, inaccessibility, enforcement measure, conservation of public moneys, or to protect the public health and safety, service may be stopped, suspended, limited or specially conditioned, with or without notice, to any premises, area, customer or group. No claim for damages by any person shall arise as a result of the director taking action under this section.

8.12.212 - Rates.

(a) General rates and charges for solid waste collection or disposal service are set by the city council through Resolution pursuant to RCW 35A.21.152. The rate structure considers the nature of the materials collected or received for disposal, how the materials are prepared, such as being baled or tied in bundles, or compacted, and the volume, weight or container holding the materials.

(b) Specific charges may be waived by the director, in the exercise of reasonable business judgment and/or protection of the public health and safety.

8.12.214 - Charges by labor, equipment, weight or volume.

(a) Rates and charges may be based upon labor, required equipment, weight, volume or any combination of the above.

(b) Rates shall include a reasonable value for overhead charges and employee time, including clerical, administrative, legal, engineering and other professionals.

(c) All costs of collection, including interest, filing fees or other administrative expenses, are added to amounts due.

8.12.216 - Taking of or snooping in garbage or recyclables prohibited.

(a) No person shall take, examine, uncover, inspect, separate, gather, collect or salvage materials deposited in automated carts or containers, including recycling containers, bins, dumpsters or roll offs, for collection or acceptance by the department or other authorized persons.

(1) This prohibition applies when materials have been deposited in solid waste or recyclable bins, automated carts or containers or left in the vicinity of a container pickup location.

(2) For materials brought to a municipal disposal facility or transfer station area, the prohibition applies when materials arrive upon the site of the facility or transfer station.

(b) Violations are punishable as a Class 2 infraction.

(c) This section shall not be construed to create or recognize any right or expectation of individual privacy with respect to solid waste identifiable to any person or premises, nor shall it apply to government-authorized activities.
8.12.218 - Theft of collection service prohibited.

(a) Only the owner, occupant or authorized individual may place or deposit materials in or around a solid waste receptacle or recycling container owned or provided by the premises.

(b) Violations are a Class 2 infraction.

8.12.220 - All materials deemed abandoned—No claim recognized.

(a) All materials, including solid waste, separated wastes or recyclables, deposited or left for collection by the department or brought for acceptance or disposal by the department are deemed irrevocably abandoned. No claim for loss or damage of said materials shall be recognized.

(b) This provision applies at the point when any materials have been deposited in solid waste or recyclable bins, automated carts or containers or left in the vicinity of a container pickup location.

(c) For materials brought to a municipal disposal facility or transfer station area, the provision applies unless materials arrive upon the site of the facility or transfer station.

8.12.222 - Burning, burying, on-site private disposal prohibited—Compost exception.

(a) No person may burn, bury or otherwise dispose of or process solid waste on any premises except for composting of garden wastes in a compost process approved by the department.

(b) This prohibition does not apply to outside burning of yard waste to the extent such activities may be allowed under the City of Cheney Fire Code and regulations of the Spokane County Air Pollution Control Board.


(a) Failure of an owner or occupant of any occupied premises to receive weekly solid waste collection service is declared to be a public nuisance, as a condition tending to promote the breeding of vermin and spread of disease.

(b) Notwithstanding any other provision of this chapter, and in addition thereto, the maintenance of any condition upon premises creating or tending to create a risk to the public health or safety, specifically including but not limited to the accumulation of solid waste, including garbage, refuse or any malodorous, unhealthful, flammable or putrescent materials in premises shall constitute a public nuisance and in the discretion of the fire inspector, building official, code enforcement official, health officer or director shall be susceptible to abatement by the city, with or without prior notice, at the expense and liability of the premises owner and/or the person causing or maintaining the same.

(c) Costs of abatement of any nuisance as above defined are declared to be part of municipal solid waste collection and disposal service which may be billed as a utility service to the premises where the condition arose or exits. This section shall not limit the city or premises owner’s rights to seek recovery against other responsible persons.

(d) This section may be enforced pursuant to state law and city ordinance.

(a) Property clean-up, whether carried out at the request of a customer (owner or occupant) or pursuant to a code enforcement or nuisance abatement function, with or without prior notice, are charged based upon time, distance of haul, accessibility of staff, vehicles and equipment to materials, cost of employees and equipment, volumes or weights of material removed, or any combination of these variables.

(b) The department may trim any trees, shrubbery or remove any obstructions or obstacles to the safe and efficient collection of solid waste on, over or otherwise obstructing clear passage of solid waste collection vehicles or functions.

1. Prior to taking action under this subsection (b), the director may cause reasonable notice to be given as set forth in 8.12.110(b). Notice is not required in case of emergent circumstances or where, in the city's judgment, there is a safety hazard, danger of damage to city equipment or undue delay in collection operations.

2. Any charges for such action may be added to the combined municipal utility bill as a charge for solid waste service, provided the director may waive incidental or minor charges in the exercise of sound business discretion.

8.12.228 - Designation of area as "premises" for billing, enforcement.

The director may designate any area where solid waste is generated or persists as a "discrete premises" for administrative convenience, for purposes of presenting a bill or establishing an area subject to lien, to accomplish any enforcement actions, or whenever deemed necessary in the interest of the public health and safety. Such designation may include several lots or properties, where such areas are served as a group, as in premises with multi-unit dwelling or pursuant to any other combined billing arrangement.

8.12.230 - Inspections, testing, monitoring may be ordered.

The director may order inspections, examination of records, facilities and equipment as well as testing, monitoring or other measures deemed necessary to enforce this section for the protection of public health and safety. Where any violation of law, ordinance or regulation is determined, the cost of such measures shall be paid by the property owner or other responsible party.

8.12.232 - Refuse-only accounts.

Most premises in the city are billed through a combined city utilities bill. For premises not served with city water or sewer service, the billing is described as a "refuse-only" account. "Refuse-only" account customers must contact the director or designee for prior approval to initiate a refuse-only account.

(a) Policy. It is the policy of the city to collect all amounts identifiable as due and owing for solid waste collection and disposal service from the account served, recognizing losses from not collecting such amounts must be made up by moneys collected from all ratepayers. It is presumed that owners and occupants of premises are aware of the obligation to accept and pay for departmental services and the cost of such services for the premises concerned. Subject to this policy the director or administrative head of city utility billings has discretion to adjust billings considering individual account circumstances as follows:

(1) Under bill—Underpayment. Under billing or underpayment because of customer errors or other reasons not the result of city errors will be collected in full. Under billing or underpayment because of city error may be adjusted, considering the following criteria:

   a. Where it appears a customer or other person responsible for payment did not know and had no reason to know of the error, accrued charges may be waived which are over six months in arrears.

   b. In general, customers are presumed to know that solid waste collections and disposal service is not rendered for free, and there is a prima facie customer "reason to know" of an error where no charges are being assessed for premises receiving service, or failure to act or make reasonable inquiry promptly upon the presentation of a bill for services for premises inconsistent with services rendered thereto.

   c. In considering in individual cases where a customer knew or had reason to know of an under billing error, the adjusting official may consider a customer's status as a single-family account compared to a larger volume user, with a presumption that larger volume users should have better awareness of the status of their service consumption and obligation to make proper payment therefore. Under billings because of customer error or where is appears a customer knew or should have known of the error should be paid in full.

(2) Overbill. Where an account is overbilled or overpaid because of city error, not the result of customer fault, the refund period is up to six months from the time the error is reported to the city. Approved refunds are generally administered by an account credit for the premises served.

(Ord. No. V-46, § 35, 8-24-2010)

8.12.236 - No gift, credit or free service.

(a) No gift of public or departmental funds, free service or loan of credits or forbearance of collection of any obligation due and owing the department for services rendered by or available from the department shall be made.

(1) This provision shall not preclude the director from granting, through annual budget process, a credit for community cleanup purposes. The director establishes further conditions of use, consistent with the purpose.

(2) No credit may be carried over into a new calendar year.

(Ord. No. V-46, § 36, 8-24-2010)

8.12.238 - Service outside city limits.

(a) The city solid waste department does not provide collection service outside city limits except as may be authorized by applicable law or contract, including appropriate arrangements with a private solid waste collection company.
(b) In the event all aspects of service are not specifically addressed by contract or otherwise specifically provided, and other portions of this chapter may be applied by the director of solid waste management where deemed needed as terms and conditions of service to outside the city customers.

(Ord. No. V-46, § 37, 8-24-2010)

8.12.300 - Purpose.

To protect and maintain the public health, safety, and sanitation and aesthetics of the city, all generators of solid waste shall accept, arrange and pay for solid waste collection and disposal services established by the city. The mandatory service includes the collection of general-mixed solid wastes on a regular schedule by the department of solid waste management.

(Ord. No. V-46, § 38, 8-24-2010)

8.12.302 - Weekly collection mandatory, exceptions and temporary service.

(a) Weekly collection service is mandatory for all occupied premises or any other premises generating solid waste. Unless otherwise defined, for purposes of this section, "occupied" means:

(1) Water or other utility service is currently received by the premises; or

(2) There are other signs of physical occupancy or human habitation.

The department may order collection more frequent than on a weekly basis, to protect the public health, safety or aesthetics. For unoccupied premises, service may be ordered by the director as determined necessary.

(b) premises not required to have weekly service shall receive monthly service unless the director determines otherwise, considering the public health and safety, and business and administrative convenience. Premises considered eligible for monthly service are:

(1) Premises with limited or intermittent disposal needs, provided they generate solely nonputrescible wastes.

(2) Nonresidential premises, provided they generate solely nonputrescible, dry waste, that does not exceed 20 cubic yards per month, minimum volume.

(c) A temporary collection includes construction, remodeling, demolition or other short-term events.

(1) Customer requests for temporary accounts may not exceed 120 days with any calendar year period.

(2) Use of a temporary container does not displace regular solid waste service. Regular solid waste generated by premises is not permitted in temporary containers.

(Ord. No. V-46, § 39, 8-24-2010)


(a) Collection services are provided Monday through Friday except during holidays.

(1) Disposal facilities are open seven days a week, except holidays.

(2) Saturday collection occurs only after a Friday holiday.

(3) There is no regular Saturday or Sunday collection except as may be ordered by the director.

(4) Saturday and Sunday collection may be billed as an "extra" service in accord with administrative needs.
(5) Weekly collection service is generally scheduled for the same weekday for specific premises or areas but is subject to modification by the director.

(b) No collection occurs on the following holidays:

1. New Year's Day,
2. Martin Luther King Jr. Day,
3. President's Day,
4. Memorial Day,
5. Fourth of July,
6. Labor Day,
7. Veteran's Day,
8. Thanksgiving Day, and

Regular collection occurs the day after a holiday.

(Ord. No. V-46, § 41, 8-24-2010)

8.12.308 - Collection routes.

(a) Collection routes, dates and times, and type of service (semi-automated or automated) are determined in the director's discretion, based upon the premises, reasonable business management practice and system operations.

(Ord. No. V-46, § 42, 8-24-2010)

8.12.310 - Collection schedule—Container placement.

(a) Collection services are scheduled in two work shifts:

1. Regular day schedule. Regular day schedule is primarily for residential automated cart customers outside the central city collection area.
   a. Containers shall be ready for pickup by 6:00 a.m.
   b. Collection occurs after 6:00 a.m.
   c. After collection, containers not regularly stored at the container pickup location must be promptly returned to their regular storage area away from the curbs, sidewalk or pickup area no later than 9:00 p.m. in the evening of the collection day.

2. Early day schedule. Collection occurs any time after 5:00 a.m. of the collection day.
   a. Early day schedule is primarily for residential automated cart customers around Eastern Washington University Campus collection area.
   b. Containers shall be ready for pickup by 5:00 a.m.
   c. After collection, containers must be returned to their regular storage area promptly, but no later than 9:00 p.m. in the evening of collection day.

(Ord. No. V-46, § 43, 8-24-2010)
8.12.312 - Container location.

(a) The director determines all container pickup locations, and may adjust or change such locations in the interests of operational efficiency.

(b) The container pickup location will generally be at the curbside, sidewalk, or alley adjacent to the premises at the property line, unless arrangements have been made in advance for rollout service.
   
   (1) Any location change requires advance director approval.

(c) In addition to placement at the approved container pickup location, "available for collection" includes:
   
   (1) Opening gates,
   (2) Removing locks and chains,
   (3) Making provision for inclement weather, including:
      a. Snow removal,
      b. Sanding icy areas,
   (4) Clearing the area of vehicles or other blockages, and
   (5) Removal of waste, debris and anything else required making the container accessible for dumping.

   Customers are responsible to clear away any obstructions or otherwise restore access by the second business day after adverse conditions.

(d) Chains must be completely removed to protect vehicles and employees.
   
   (1) All containers must be placed outside any fence or barrier 24 inches or higher.
   (2) Employees will not access steep ramps, stairs or hazards to remove automated carts or containers in the performance of their duties.

(Ord. No. V-46, § 44, 8-24-2010)

8.12.314 - Customer responsible to accommodate departmental collection vehicle and equipment weight, clearance needs.

(a) Customers are responsible to make premises conditions suitable for collection.
   
   (1) Department collection vehicles and equipment providing service for residential-capacity containers such as automated carts and roll-off containers require an access route, a minimum of 12 feet wide, to the container pickup location. Height clearance requirements are a minimum of 14 feet.
   
   (2) In addition, the premises site must have adequate access to permit vehicle turn-around.

(b) Department collection vehicles and equipment providing service for residential capacity automated carts, dumpster containers (one to eight cubic yards), roll off containers (with a capacity greater that 15 cubic yard drop boxes or roll off compaction units) require access route and conditions as provided in subsection (a) of this section.

(Ord. No. V-46, § 45, 8-24-2010)

8.12.316 - Pickup area—Containers to be clean—Additional charges.

(a) Customers are responsible to keep the pickup area and containers or carts in a sanitary condition with the outside thereof clean and free from accumulating grease, decomposing materials and litter.
(1) Loose solid waste must be deposited in containers for collection.

(2) Clean-up effort by the department will result in an additional service charge against the account.

(b) Where determined necessary, to protect the public health, safety, or aesthetics, the director may order or a customer may request a cleaned replacement container. A cleaning fee or refurbishing charge may be assessed.

(Ord. No. V-46, § 46, 8-24-2010)

8.12.318 - Container location—Combustibles separated.

Commercial-capacity containers or any container with a storage capacity equal to or exceeding one cubic yard may not be stored in buildings or placed within five feet of combustibles, including combustible walls, openings or combustible roof eave lines without prior written approval from the fire official. Containers with flammable contents, such as grease may not be stored in the same enclosure as general-mixed solid waste containers, except with written approval from the department.

(Ord. No. V-46, § 47, 8-24-2010)

8.12.320 - Premises generating food or other putrescible wastes.

(a) Premises with activities tending to generate larger quantities of food or other putrescible wastes such as restaurants or other food preparation or processing activities must, in addition to the above requirements, provide year-round access to running water as well as a floor drain in the enclosure which drains to the sanitary sewer.

(b) This drain shall be positioned so that only water originating on the slab, or running water necessary for maintenance of the container, reaches the sanitary sewer.

(c) Those premises unable to comply with the above will be required to pay all costs necessary to maintain the container in a sanitary condition, and return the container to a usable condition, including refurbishing costs, as necessary.

(Ord. No. V-46, § 48, 8-24-2010)

8.12.322 - Address displayed—Visible at pickup site.

The owner or occupants of each premises is required to have the premises' address displayed or clearly visible at the pickup site.

(Ord. No. V-46, § 49, 8-24-2010)

8.12.324 - Lids to be kept closed on containers.

Container lids shall be operable and tightly fitted and closed.

(Ord. No. V-46, § 50, 8-24-2010)

8.12.326 - Overweight commercial container—Volume overloading containers forbidden.

(a) Loading containers beyond volume or weight capacities in a manner which is unstable, likely to cause damage to the collection vehicle, create litter or impede collection is prohibited.
Objects should not project outside the container.

Loading shall be weight-centered in the base of the container.

Customers shall drain containers so that they are essentially liquid-free.

Customers are advised that the city has no on-site, immediate means of determining weights of filled containers at the pickup site and customers are responsible to familiarize themselves with the container weight limits set forth in this chapter, and to avoid overloading containers.

Overweight commercial container surcharge.

1. For commercial containers that exceed weight limits, a rate surcharge is added to the account.

2. If city equipment is damaged, repair or replacement charges shall be added to the account.

(Ord. No. V-46, § 51, 8-24-2010)

Bulky loading prohibited.

(a) Contents must be able to fall freely from the container when emptied.

1. Overfilled or overloaded containers will be assessed additional labor and equipment charges.

2. Alternatively, collection may be declined for an overfilled container.

(b) Tree limbs and brush must be cut in three-foot lengths and tied in small bundles.

(c) The department may decline to collect on regular routes appliances, furniture, tree stumps and other oversized wastes.

(Ord. No. V-46, § 52, 8-24-2010)

Assistance to elderly and/or disabled individuals.

(a) Low income elderly or disabled residents who are unable to place their containers for collection pickup may request assistance from the department.

(Ord. No. V-46, § 53, 8-24-2010)

Compaction container requirements.

(a) Compactor customers must ensure that: (1) the compaction unit is compatible with department vehicles and equipment; and (2) there is adequate access, including minimum height and width clearances for collection vehicles.

1. Damage to premises or property because of weight from collection vehicles and equipment, container placement or returning container to the ground after dumping is the customer’s sole risk and liability.

2. Customers are fully responsible to provide adequate advance notice to the department of any conditions or problems on site susceptible to damage or injury.

3. Wheels on compactors can be damaged by the act of normal dumping of these containers.

4. The city is not responsible for damage through normal wear and tear.

5. Spillage due to overfill or other conditions not the result of active city fault is the customers responsibility.

(b) In addition to regular service, customers may request additional pickups.
(1) One-day advance notice to the department is required.

(Ord. No. V-46, § 54, 8-24-2010)

8.12.334 - Residential containers.

(a) Only premises generating solid waste of a nature and quantity typical for single-family residential households are eligible for service with residential style automated carts.

(b) Premises approved by the director as eligible for residential service may use the following containers for mixed municipal solid waste:

(1) Automated cart service. Automated carts are available in three sizes:
   a. Twenty gallons (equivalent to a mini-can).
   b. Sixty-four gallons.
   c. Ninety-six gallons.

(Ord. No. V-46, § 55, 8-24-2010)


(a) Premises not eligible for service with residential containers are served by commercial-capacity containers. All containers except compactor units are supplied by the department. Where premises generate more than 60 cubic yards per week, minimum size service is a roll off container of 20-cubic yard capacity.

(b) No more than three automated refuse carts are allowed at any one pickup site. If the customers' needs exceed this level, then, space permitting, minimum size service is a one-cubic yard dumpster, with enclosure. In individual cases, the director may adjust this policy, on customer request.

(c) Approved commercial containers are:

   (1) Dumpster service, provided in capacities of one-, one and one-half-, two-, three-, four-, six-, and eight-cubic-yard dumpsters. Dumpster design will be front loader, depending upon the method of emptying the containers;

   (2) Roll off service, provided in capacities of ten, 20-, 30-, and 40-cubic-yards;

   (3) Small compactor service. Customer purchases unit and container, from two- to four-cubic-yard capacity. All compactor units must be approved by the director as compatible for use with departmental equipment, including compatibility with equipment safety limitations;

   (4) Large compactor service. Customer purchases unit and container, from ten- to 40-cubic-yard capacity. All compactor units must be approved by the director as compatible for use with departmental equipment, including road weight limitations;

   (5) Recyclable containers. Commercial-service containers for separated recyclables are available in the same capacities as for general mixed-solid waste. The same general conditions apply as for general mixed-solid waste containers.

(Ord. No. V-46, § 56, 8-24-2010)

8.12.338 - Customers must use only approved containers.

(a) Customers must use only containers approved by the director for solid waste collection operations, including recyclables.
(b) The director determines which type of container and equipment is suitable for a service request.

(c) Separate vehicles are provided to collect general-mixed solid waste and source-separated recyclable materials.

(d) Where service is declined for failure to comply with this or any other provision, it does not relieve the customer's obligation to pay for the service call.

(Ord. No. V-46, § 57, 8-24-2010)

8.12.340 - Owner responsible for containers.

(a) The department will furnish an initial container to the premises. Each owner or occupant is responsible thereafter for lost, damaged, stolen or missing containers.

(b) Except for containers supplied by the customer or purchased from the city, containers remain the property of the city, and when premises are vacated the container shall remain on the property or returned to the department.

(c) New owners or tenants are responsible to obtain any containers from their predecessors in interest.

(Ord. No. V-46, § 58, 8-24-2010)

8.12.342 - Containers, equipment furnished "as is."

(a) All department-furnished automated carts, containers, dumpsters, collection vehicles or other equipment ("equipment") supplied are furnished "as is," without any implied or express warranties of merchantability or fitness or any other promises except to replace equipment damaged by department negligence.

(b) Claims for damage to such equipment or lids because of weather, or other circumstances not the fault of the department, are not honored. Customers are responsible to protect such equipment, lids and any associated equipment enclosures from damage or misuse to avoid unsafe conditions on the premises from such equipment, equipment tampering, improper use, storage, placement or neglect or accumulations of waste.

(c) Customers must waive all claims for loss of liability as provided herein as a condition of service.

(Ord. No. V-46, § 59, 8-24-2010)

8.12.344 - Adequate foundation for collection vehicle, container.

For any area under a customer's ownership or control, including driveways, alleys or any other access route, as well as the container pickup locations, customers are responsible to have a good and sufficient foundation to support the size and weight of the collection vehicle.

(Ord. No. V-46, § 60, 8-24-2010)

8.12.346 - Customer accepts risk of loss or damage from normal operations.

(a) As a condition of service, customers, including the property owner, acknowledge: (1) review and understanding of the terms of service, access requirements and rates and charges; (2) risk of property loss or liability for damages accruing from service operations of department vehicles or equipment from normal operations, including container delivery, placement, use, pickup or other weight-related impacts from container service; and (3) Any special instructions regarding placement or use of
containers or service damage hazards, e.g., foundation or driveway weakness, curbs, lawn, sprinkler systems, shrubbery, storm drains, etc., must be disclosed to the department. This includes all conditions known to be created by the premises owner or occupant as well as any condition that, in the exercise of reasonable care, ought to have been known by the owner of occupant.

(b) Except as disclosed by customer, customer agrees as a condition of accepting service to indemnify and hold harmless the city against all loss or liability from risks or claims arising from container location or placement.

(1) As a condition of service, commercial container service requires department approval and may require a signed damage release from be on file at solid waste management.

(c) The customer assumes all risk and responsibility for litter, unsanitary or unsafe conditions of premises, dumping or spillage of solid waste.

(Ord. No. V-46, § 61, 8-24-2010)

8.12.348 - Premises site plan approval for solid waste collection area required.

(a) The director shall approve all proposed waste storage areas, collection points and customer equipment.

(b) This requirement shall apply to new construction, remodeling, site plan modifications or whenever customer's waste disposal needs change.

(Ord. No. V-46, § 62, 8-24-2010)

8.12.350 - Commercial container site location requirements.

(a) All commercial containers must be placed on a firm surface pad of concrete or asphalt at least three inches thick. Use of asphalt is discouraged and is at the customer's sole risk.

(b) The surface pad for a dumpster must be a least ten feet wide by ten feet deep inside measurements without recycling, and 17 feet wide by ten feet deep with recycling.

(1) The surrounding site-obscuring fence must be a minimum of six feet tall with sturdy gates.

   a. The gates must be of construction and design to rest in an open position during pickup so they do not swing shut upon city equipment or employees.

   b. The gate(s) must include some sort of latch mechanism to ensure the gates remain open during entry, dumping process and exit.

(2) The site must have adequate lighting and any other improvements determined necessary by the director.

(c) The container pickup location for recyclable materials must have a five feet opening for access either to the front or side.

(1) Large containers designated for large volumes of recyclables must have screened enclosures of adequate size and dimension to contain each container.

(2) The director reviews each application and reserves the right to modify the requirements herein or impose additional requirements in the interest of safety, aesthetics and the efficient operation of the department.

(d) Customers must provide access and turning space for department vehicles. These requirements include:

(1) Space for a collection vehicle turning radius of a minimum of 45 feet or equivalent vehicle clearance or access if the collection vehicles perform a hammerhead maneuver.
a. As used herein, the term "hammerhead" defines a backup pattern of a collection vehicle in the shape of the letter "T";

(2) Collection vehicle backup allowance requirement of 50 feet;

(3) Enclosures housing containers must include space to allow an approach for department collection vehicles sufficient for vehicle ingress and egress.

(4) A sturdy, reliable backstop to prevent damage to back enclosure wall;

(5) All collection vehicle access routes must have at least 14 feet vertical height drive clearance.
   a. Dump clearance is greater.
   b. Customers are required to remove any vertical height lines or obstacles;

(6) All vehicle maneuvering must be done on site.

(e) An apron or curb cut must be available or provided for departmental use, provided at the customer's expense.

(f) Nothing may be stored in the enclosure other than containers.
   (1) This includes grease buckets, loose cardboard or pop and milk crates.
   (2) The city will not repair any damages incurred to an enclosure when it is improperly used for storage.

(g) Roll requirements. Roll off containers are placed after an on-site inspection to insure that space requirements are fulfilled.
   (1) Generally, a container will not be placed in the street, in the parking strip on the sidewalk.

A certificate of occupancy or other departmental approval will not be signed until on-site inspection confirms compliance with this chapter. At all times, it remains the customer's sole responsibility to obtain such approval.

(Ord. No. V-46, § 63, 8-24-2010)


Maximum permissible container weight, meaning total gross weight of loaded container, including the container and contents, in pounds, is:

(1) Residential.
   a. Twenty-gallon and thirty-two-gallon automated carts: Two hundred fifty pounds.
   b. Sixty-four gallon automated carts: Two hundred fifty pounds.

(2) Commercial.
   a. One-cubic yard and one and one-half-cubic-yard dumpster: Five thousand pounds.
   d. Four-cubic-yard dumpster: Five thousand pounds.
   e. Six-cubic-yard dumpster: Five thousand pounds.
   g. Ten-cubic yard roll off: Fifteen thousand pounds.
h. Twenty-cubic-yard roll off: Twenty thousand pounds.
i. Thirty-cubic-yard roll off: Twenty thousand pounds.
j. Forty-cubic yard roll off: Twenty thousand pounds.
k. Small compactor, from two-cubic-yard capacity up to six-cubic-yard capacity: Six thousand pounds.
l. Large compactor, from ten- to forty-cubic-yards: Twenty thousand pounds.

(Ord. No. V-46, § 64, 8-24-2010)

8.12.354 - Special arrangements for loads in excess of ten tons.

(a) Customer must make advanced application to the director for hauling in excess of ten tons net weight.
   (1) Failure to do so will result in overweight commercial container surcharge.

(Ord. No. V-46, § 65, 8-24-2010)


(a) Premises with multi-unit dwellings must accept solid waste collection services for at least 64-gallon automated cart or equivalent container capacity per dwelling unit per week. Subject to this minimum, a customer may use 64-gallon automated carts or select from container choices available from the department sufficient for the premises’ weekly needs.

(b) Premises with five or more multi-unit dwellings served by a single water meter may not elect separate billings for individual dwelling units or groups of units. Such premises must accept single-account billing through a combined city utilities bill for the entire premises unless other arrangements are approved in writing by the director.

(Ord. No. V-46, § 66, 8-24-2010)

8.12.358 - Limit on twenty gallon cart rate use.

(a) Twenty-gallon automated cart service is available upon director approval. The intent of allowing 20-gallon automated cart service is to promote and encourage source separation of recyclables from the general-mixed solid waste stream and improved participation in the department's recycling programs.
   (1) Because solid waste collection costs are a function of weight and volume, 20-gallon automated cart rates are not available for customers who use compactors.

(b) Absent showing to the contrary, single-family residences are presumed to generate a volume of one 64-gallon automated cart of general mixed solid waste per week.

(Ord. No. V-46, § 67, 8-24-2010)

8.12.360 - Unacceptable wastes.

(a) Departmental collection operations are intended to collect normal household and business wastes. No person may deposit for collection or disposal any unacceptable wastes.
   (1) "Unacceptable wastes" are determined by the director according to generally acceptable standards.
(2) Unacceptable wastes include, but are not limited to, medical hazard waste, infectious wastes, any wastes which are of extreme temperatures, harmful vapors, the presence of corrosive, flammable, explosive or toxic chemicals, or any materials with physical or other properties which render collection operations hazardous or which create a risk to the public health and safety, to the health or safety of departmental employees or of damage to departmental collection vehicles or equipment.

(b) Specific list. In addition to wastes with general characteristics described above, unacceptable wastes include:

(1) Liquid wastes, both bulk and containerized, exceeding a volume of one gallon, unless specific advance arrangements are made with the department;

(2) Any materials regulated by the State of Washington Department of Ecology as dangerous under chapter 173-303 WAC, or as hazardous wastes by the United States Environmental Protection Agency under 40 CFR, applicable parts;

(3) Any equipment or machinery used for refrigeration provided the department will accept household refrigerators from residential premises;

(4) Improperly wrapped or secured wastes which emit noxious, foul orders to disturb or annoy a reasonable person; and

(5) Animal remains in an amount over 15 pounds are prohibited from disposal in the waste stream by Spokane County Health District regulations.

a. Animal remains 15 pounds or less must be separately and securely bagged as a condition of acceptance.

(Ord. No. V-46, § 68, 8-24-2010)


(a) Unacceptable wastes may not be deposited, commingled or otherwise incorporated, directly or indirectly, into solid waste left department collection, unless by advance arrangements, approved in writing.

(b) The director may impose additional charges as a condition of special handling or disposal requirements for unacceptable wastes or other additional costs.

(c) Additionally, any costs for damages or injury accruing from collection or disposal operations may be billed as an additional service to the generator or owner or occupant of the generating premises, without limitation on the city’s right to recover from any other responsible person.

(Ord. No. V-46, § 69, 8-24-2010)

8.12.364 - Collection service stopped for enforcement reasons.

(a) Collection service may be stopped, suspended or conditioned by the department to any premises for noncompliance with this chapter, any regulation or order of the director. Reasons for such action include, but are not limited to:

(1) Nonpayment of charges billed or accruing to an account;

(2) Obstruction or obstacles to convenient and easy access for collectors, collection vehicles and equipment;

(3) Improper container placement;

(4) Container not in proper pickup location;
(5) Improper or damaged container;
(6) Improperly loaded container or container overload;
(7) Hostile animal or persons; or
(8) Unacceptable wastes.

(b) Stopping or suspension of service also renders the premises affected subject to other enforcement action as a public nuisance at the risk and expense of the owner of the premises and/or other responsible persons in addition to other enforcement action.

(Ord. No. V-46, § 70, 8-24-2010)

8.12.366 - Charges continue.

(a) In the event collection service is suspended, not the result of departmental error or fault, all charges for regular collection services for said premises and special charges shall continue to accrue, without reduction.

(Ord. No. V-46, § 71, 8-24-2010)

8.12.400 - Reserved for recycling.

(Ord. No. V-46, § 72, 8-24-2010)

8.12.500 - Residential service rates—Weekly service.

(a) Rates are stated as a monthly charge, with weekly collection. Rates include all taxes imposed on the department. Taxes imposed on the customer are added to the rates.

(b) Rates are based upon the capacity, number of containers, and rollout distance.
   (1) Single family residential premises or equivalent are presumed to require service of at least a one 64-gallon automated cart.

(c) Debris extending above the top of the automated cart such that the lid is at or above a 45 degree angle will receive an additional charge.

(d) Rollout service more than ten feet and up to 50 feet.
   (1) Container pick up location for automated service that is more than ten feet and up to 50 feet from collection vehicle will be assessed a monthly carry out charge.

(Ord. No. V-46, § 73, 8-24-2010)


(a) Commercial rates are stated for monthly billing, with weekly collection. Rates include all taxes imposed on the department. Taxes imposed on the customer are added to the rates.

(b) Commercial can service require at least a 64-gallon automated cart.

(c) Dumpster service is provided through a front-end.

(d) Roll off service is provided through ten-, 20-, 30-, or 40-yard containers furnished by the department.

(e) Where the customer supplies the compactor unit for disposal, an account will be billed for services in accord with the service rates herein.
(f) Compactors with putrescible materials, as determined by the director, must be emptied weekly.

(g) For all commercial capacity containers, a placement fee charge is billed to the customer's city utility account when the container is placed.
   (1) To avoid container damage, location changes are to be made by the department.
   (2) Where customer needs require the container to be moved, an additional placement fee is assessed.
   (3) For regular customers, the delivery charge may be waived.

(h) For all commercial capacity containers, a charge is assessed when the site conditions require additional site cleanup due to spilled contents other conditions, or where access is blocked by debris.

(i) For all commercial capacity customers, debris extending above the top of container will be charged at a minimum one-half cubic yard rate for non compacted loose debris.

(Ord. No. V-46, § 74, 8-24-2010)

8.12.504 - Construction demolition disposal service rates.

(a) Construction demolition disposal rates are per service request. Rates include all taxes imposed on the department. Taxes imposed on the customer are added to the rates.
   (1) Construction demolition containers are available upon request to the department.
   (2) Demolition containers are available from one- to four-cubic yard dumpster's and ten- to 40-cubic yard roll off containers.
   (3) Construction/demolition dumpster or roll-offs must be emptied at least once per month
   (4) Only accepted construction demolition materials may be deposited in the containers. Any unacceptable material(s) that is deposited in the construction demolition container will be charged according to city council resolution.
   (5) For all construction demolition containers, a daily rental fee will be assessed.

(Ord. No. V-46, § 75, 8-24-2010)

8.12.506 - Commercial container service, placement, monthly rate.

(a) For all commercial containers, a flat fee will be charged.
   (1) To avoid container damage, location changes are to be performed by the department.
   (2) Where customers needs require the container be moved, an additional placement charged is assessed.
   (3) For regular customers, the delivery charge may be waived.

(Ord. No. V-46, § 76, 8-24-2010)

8.12.508 - Compactor service.

(a) Where a customer supplies the compactor unit for disposal the charge will be assessed based on the container size, provided that the director determines an account should not be billed by cubic yard (e.g. as with roll off boxes).

(b) Compactors with putrescible materials, as determined by the director, must be emptied weekly.

(a) A return trip charge accrues where a solid waste collection vehicle passes premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:

1. Have container properly prepared for pickup;
2. Have container as the required pickup location;
3. Have container available at the required time; or
4. Remove obstacles to department vehicle access.

(b) Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection charges accrue to the premises.

8.12.512 - Container cleaning.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department.

8.12.514 - Container refurbishment charge.

When a customer discontinues a service or the container must be cleaned/refurbished, the department may assess a refurbishment fee.

8.12.516 - Temporary account.

Rates for temporary service shall include delivery placement charge plus container rental fee.

8.12.518 - Special handling.

(a) Special loads to be removed at customers request or through code enforcement cleanup action are charged based upon weight, time, travel, labor and equipment.

8.12.520 - Overtime periods.

When a customer requests service on holidays, Saturdays or Sundays, or other overtime periods, an additional charge shall be assessed.
8.12.522 - Clean green yard waste collection.

(a) Depending on the feasibility of the program the department may provide "clean green" yard waste collection service to customers. Participation is voluntary. Customers may apply to the department for collection of "clean green" yard waste.

(1) To be accepted as "clean green" yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches or other such fresh yard waste type material, not putrefied.

(2) Woody materials must be no more than three inches in diameter and not to be extended outside the approved container.

(3) Total gross cart weight may not exceed 300 pounds.

(b) In addition to subsection (a) of this section, customers are cautioned that "clean green" yard material may not contain the following:

(1) Sod (beyond small amounts).

(2) Rocks.

(3) Dirt.

(4) Gravel.

(5) Concrete.

(6) Glass.

(7) Metal.

(8) Plastic.

(9) Kitchen waste.

(10) Animal feces.

(11) Paint residue.

(12) Holiday decorations.

(13) Paper.

(14) Flocking.

(15) Dimensional lumber.

(16) Stumps/roots.

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of 30 feet. Loads submitted not acceptable as "clean green" will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a 96-gallon automated style container.

(c) The collection day for clean green yard waste shall be on a weekly basis.

(d) Service is provided in 96-gallon carts supplied by the department.

(e) Clean green service will be from March to November.

(f) No container charge for the first cart. The customer is responsible for any additional cart or the cost of the cart replacement in case of loss or damage.

(Ord. No. V-46, § 84, 8-24-2010)

8.12.600 - Repeal and savings.
The adoption of this chapter repeals the previously existing chapter 8.12 CMC, provided that any amendment, repeal, modification or revision of chapter 8.12 CMC shall not be construed to affect any existing right acquired under provisions amended, repealed, modified or revised, or acquired under any rules, regulations or orders issued or adopted pursuant to the authority of this chapter, or as affecting any proceedings instituted there under.

(Ord. No. V-46, § 85, 8-24-2010)

8.12.602 - No special duty.

This chapter creates and the city shall have no special duties to any person or class. Any duty nonetheless deemed to exist shall be a duty to the general public as a whole, and not to any specific person or class.

(Ord. No. V-46, § 86, 8-24-2010)

8.12.604 - Penalty.

(a) Except where otherwise specified for violations of this chapter, the civil penalty for first time violations is $25.00 per violation.

(1) In case of a continuing violation, each day is a new violation, and the civil penalty may be assessed for up to the first five days of noncompliance.

(2) Thereafter, the civil penalty is $100.00 per day, for a maximum total of $1,000.00.

(3) For all other violations, the civil penalty for a first-time violation is $100.00 per violation.

(4) In case of a continuing violation, each day is a new violation, and the civil penalty may be assessed for up to the first five days of noncompliance.

(5) Thereafter, the civil penalty is $500.00 per day, for a maximum total of $5,000.00.

(6) Said penalties are in addition to actual costs of cleanup or other services provided by the city.

(b) Noncompliance after expiration of time specified in any notice authorized in this chapter shall be a separate violation for each notice. Each day of continuing violation shall constitute a separate and additional violation.

(Ord. No. V-46, § 87, 8-24-2010)


(a) The provisions of this chapter are supplemental to any other jurisdictional laws or regulations.

(b) In the event of a conflict, the most restrictive provisions apply.

(c) In case of preemption, any preempted provisions shall be considered as if not enacted with respect to the specific circumstances in which the preemption arises.

(Ord. No. V-46, § 88, 8-24-2010)

8.12.608 - Severability.

If any section, subdivision, part or word of this chapter or any regulation, rule or order adopted pursuant to the authority thereof be determined invalid, it shall not affect the remainder, but be confined to the section, subdivision, part or word directly involved in the controversy.
(Ord. No. V-46, § 89, 8-24-2010)
CHAPTER 8.16 - YARD WASTE DISPOSAL

8.16.010 - Definition of acceptable yard waste material.

Acceptable yard waste material is defined as leaves, grass clippings, pinecones, pine needles and weeds, except herbicide tainted material. Brush, pruning and branches are also acceptable yard waste material but must be no larger than two inches in diameter and four feet in length. Any material other than that defined under this section shall be unacceptable for disposal at the city's designated yard waste disposal site.

(Ord. No. S-80, § 2, 2002)

8.16.020 - Designated yard waste disposal site and material.

The city's designated yard waste disposal site is located at 100 Anderson Road near the entrance to the Cheney recycling center. The yard waste disposal site may be opened from the first week in March until the last week in November under the supervision and control of the director of public works, and during such hours as he/she may establish. Only acceptable yard waste material defined under this chapter shall be deposited into the yard waste boxes located at the disposal site and only if there is sufficient space within the boxes to fully contain the yard waste material. Acceptable yard waste material shall only be dumped in loose (non-bagged) quantities during the regular hours of operation.

(Ord. No. S-80, § 3, 2002)

8.16.030 - Commercial landscape businesses—Definition, fees, procedure and cost.

(a) Definition—Commercial landscape business. A commercial landscape business includes an individual, group, or corporation that is required to register with the Washington State Department of Revenue as doing business within this state, and/or obtains a City of Cheney business license, and provides landscape services such as mowing grass, trimming shrubs or trees or other outside work producing yard waste within the incorporated limits of Cheney. Yard waste produced outside the incorporated limits of Cheney shall not be deposited at the Cheney disposal site.

(b) Commercial landscape business fees. Prior to using the city's waste disposal site, a commercial landscape business shall obtain a landscape disposal permit from the public works department. The non-refundable annual permit fee for commercial landscape business shall be the current fee established by council resolution for rates and fees, which is payable in full at the time of the application.

(c) Procedure and cost. Commercial landscape businesses shall only be authorized to dump acceptable yard waste material during the designated hours. A commercial landscape business shall provide the city public works department with a record of the location and number of yards dumped on record sheets provided by the public works department.

(Ord. No. S-80, § 4, 2002; Ord. No. V-89, § 1, 4-24-2012)

8.16.040 - Unlawful dumping and civil recovery.

It shall be unlawful to dump any non-acceptable yard waste materials either within or outside of the designated yard waste disposal boxes. Further, it is unlawful to dump or deposit any acceptable yard waste materials outside of the designated yard waste disposal boxes. Any person or commercial landscape business violating this section shall, in addition to any other penalty, be liable to the city for the cost, including a reasonable administrative fee, of clean up and disposal of the material unlawful dumped. The city may bring suit in any court of competent jurisdiction to enforce and collect the civil recovery
provisions of this section and the court may award to the prevailing party costs and a reasonable attorney fee.

(Ord. No. S-80, § 5, 2002)

8.16.050 - Penalty for violations.

Any person or business violating any of the provisions of this chapter shall be guilty of a misdemeanor punishable by a fine not to exceed $1,000.00, or by imprisonment in jail for a period not to exceed 90 days, or both such fine and imprisonment.

(Ord. No. S-80, § 6, 2002)
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<th>Project Description</th>
<th>Estimated Project Cost (2021 dollars)</th>
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Revenue: $1,562,300 $1,577,923 $1,593,702 $1,609,639 $1,625,736 $1,641,993 $1,658,734 $1,571,578 $1,580,108
Surplus / Deficit: ($228,700) ($179,419) ($80,234) $118,853 $117,838 ($258,282) $265,065 $4,095,356
Reserve Balance: $600,000 $371,300 $191,881 $111,647 $230,501 $348,339 $390,056 $1,206,935
Operating Reserve: $360,000 $390,575 $394,481 $398,426 $402,410 $406,434 $410,498 $602,830
**DETERMINATION OF NON-SIGNIFICANCE**

**Lead Agency:** City of Cheney  
**Staff Planner** Brett Lucas, 498-9221, blucas@cityofcheney.org  
**Application #:** LUA2020-008 – Comprehensive Municipal Solid Waste, Recycling and Moderate Risk Management Plan  
**Proponent:** Todd Ableman, City of Cheney Public Works  
112 Anderson Road, Cheney, WA 99004  
Phone: 509-498-9225  
Email: tableman@cityofcheney.org  
**Location:** Citywide  
**County Parcel #:** All parcels within the city limits.

**Proposal:** The Plan is an update to the existing Comprehensive Municipal Solid Waste, Recycling and Moderate Risk Management Plan for the City of Cheney. The solid waste plan serves approximately 12,500 residents. The Plan was developed to meet WAC 173-350 and provide comprehensive planning to meet the future solid waste needs for the service area.

**DETERMINATION**

The lead agency for this proposal has determined that it would not have a probable significant adverse impact on the environment if the following mitigation measures are followed. 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, site plan, and other information on file with the lead agency. This information is available to the public on request.

This Determination of Non-Significance (DNS) is issued under WAC 197-11-350 (4). The lead agency will not act on this proposal for a least 14 days from the date issued (below). Comments regarding this DNS and attached documents, submitted from outside jurisdictions, must be submitted within fourteen (14) days from the date shown below.

**RESPONSIBLE OFFICIAL:** Chris Grover, Mayor, 509-498-9202

**DATE ISSUED:** September 16, 2020  
**SIGNATURE** ________________________________
ANALYSIS

1. *Earth*
   This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

2. *Air*
   This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

3. *Water*
   This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

4. *Plants*
   This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

5. *Animals*
   This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level. A formal survey will be performed during design of specific projects if required.

6. *Energy and Natural Resources*
   This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

7. *Environmental Health/Noise*
   This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

8. *Land and Shoreline Use*
   The plan affects many areas with various uses ranging from undeveloped to residential, commercial, and industrial. A portion of the city outside the Plan area contains wetlands. This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

9. *Housing*
   None proposed or displaced. This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

10. *Aesthetics*
    This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

11. *Light and Glare*
    This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

12. *Recreation*
    No displacement is anticipated. This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

13. *Historic and Cultural Preservation*
    None known. This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

14. *Transportation*
    This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.
15. Public Services
   This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

16. Utilities
   This is a non-project action. Specific issues are unknown at this time. Will be addressed at the project level.

MITIGATION

None proposed at this time, as this is a non-project action.

EXHIBITS (not attached unless indicated)

   A. Environmental Checklist (attached)
Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use “not applicable” or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.
A. background

1. Name of proposed project, if applicable:
   City of Cheney Solid Waste Plan Update

2. Name of applicant:
   City of Cheney

3. Address and phone number of applicant and contact person:
   City of Cheney, 112 Anderson Rd, Cheney, WA 99004
   Contact Person: Mr. Todd Ableman, (509) 498-9293

4. Date checklist prepared:
   September 14, 2020

5. Agency requesting checklist:
   Washington State Department of Ecology

6. Proposed timing or schedule (including phasing, if applicable):
   Plan includes a schedule of activities for 2020 through 2040. Plan is scheduled to be updated every ten years.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
   Yes, The Plan contains recommendations for improvements to the collections, household hazardous waste, and the Moderate Risk Waste (MRW).

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
   Both the City of Cheney: Comprehensive Municipal Solid Waste, Recycling and Moderate Risk Waste Management Plan and the City of Cheney: Comprehensive Plan are directly related to this proposal and contain further environmental information.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
   Any zoning and planning changes affecting the existing service area will affect this document.

10. List any government approvals or permits that will be needed for your proposal, if known.
    Review and approval is required from the Cheney City Council, the Washington State Department of Ecology
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The Plan is an update to the existing solid waste plan that deals with solid waste collection and disposal for the City of Cheney. The Plan serves approximately 12,500 persons. The Plan was developed to meet WAC 173-350 and provide comprehensive planning to meet the future solid waste demands for the service area.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Cheney is located in Spokane County, Washington. The Plan indicates several projects that would occur within the City of Cheney. No detailed plans are available at this time.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site.

The city includes varying types of terrain from roads to parks, residential areas, undeveloped land and industrial areas.

b. What is the steepest slope on the site (approximate percent slope)?

The City covers a wide area and the slope varies greatly within from very flat to upwards of 20 percent.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

All soil types listed are present to some degree within the City. Specifics on soil type, classification and impacts will be addressed during design of specific projects.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Soils in the vicinity of specific projects will be evaluated during design.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.
Requirements for fill will be evaluated during design of specific projects.

f. **Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

Yes, but proper construction practices according to temporary erosion and sediment control will prevent excessive erosion.

g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

Area will vary depending on the project (Solid Waste Transfer Facility or Yardwast Facility Expansion).

h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any:**

Proper construction practices according to temporary erosion and sediment control procedures will prevent excessive erosion.

2. **Air**

a. **What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

Emissions will be evaluated during design of specific projects.

b. **Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

Off-site emissions sources will be evaluated during design of specific projects.

c. **Proposed measures to reduce or control emissions or other impacts to air, if any:**

Emissions will be evaluated during design of specific projects.

3. **Water**

a. **Surface Water:**

1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

There are multiple small creeks and wet areas within the water service area. All of which flow downstream to one or more of a multitude of small lakes and streams in the surrounding areas.

2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**
Future projects may include work near or crossing surface water bodies. Construction descriptions and plans are not available at this time.

3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

Information is not available at this time.

4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.**

Information is not available at this time.

5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

The exact location of all future work is unknown. Mitigation measures from any work that may occur within a flood plain will be addressed during the design of the project.

6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

None are anticipated.

b. **Ground Water:**

1) **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.**

No discharges to groundwater are anticipated.

2) **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals . . .; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

No discharges into the ground are anticipated, but proper spill response and other emergency procedures will be followed during construction.

c. **Water runoff (including stormwater):**

1) **Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

Storm water drainage will be considered during the design of new facilities.
2) Could waste materials enter ground or surface waters? If so, generally describe.

Yes, but proper construction practices including spill prevention and TESC will prevent waste materials from entering ground or surface waters.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Drainage for individual sites will be analyzed during design.

d. Proposed measures to reduce or control surface, ground, runoff water, and drainage pattern impacts, if any:

Measures to control surface, ground, runoff water, and drainage pattern impacts will be analyzed during design.

4. Plants

a. Check the types of vegetation found on the site:

- x deciduous tree: alder, maple, aspen, other
- x evergreen tree: fir, cedar, pine, other
- x shrubs
- x grass
- x pasture
- x crop or grain
- x Orchards, vineyards or other permanent crops.
- x wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- x water plants: water lily, eelgrass, milfoil, other
- x other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

The specifics of the vegetation affected during future work is unknown, but will be addressed during design.

c. List threatened and endangered species known to be on or near the site.

Not researched, this will have to be done during design.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Landscaping and replacement of vegetation will be considered during the design of future projects.

e. List all noxious weeds and invasive species known to be on or near the site.

Not researched, this will have to be done during design.
5. **Animals**

   a. **List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:**

      - **birds:** hawk, heron, eagle, songbirds, other:
      - **mammals:** deer, bear, elk, beaver, other:
      - **fish:** bass, salmon, trout, herring, shellfish, other

     A survey of birds and animals in the area was not performed. Several of the birds and animals listed may exist in the area. A formal survey will be performed during design of specific projects if required.

   b. **List any threatened and endangered species known to be on or near the site.**

     Not researched, this will have to be done during design.

   c. **Is the site part of a migration route? If so, explain.**

     Not researched, this will have to be done during design.

   d. **Proposed measures to preserve or enhance wildlife, if any:**

     Specifics of measures for preservation and enhancement will occur during design.

   e. **List any invasive animal species known to be on or near the site.**

     Not researched, this will have to be done during design.

6. **Energy and natural resources**

   a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

      Electricity will be used for heating, lighting, pumping and telemetry. Gasoline and diesel fuel will be used for construction equipment and generators.

   b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

      Generally, no; however, potential new water storage reservoirs may block some sun.

   c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:**

      Energy efficient pumps and equipment shall be used where possible.

7. **Environmental health**
a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Proper safety precautions will be taken during construction. Utilities will be marked in the field to aid in preventing damage to utilities. No other hazards are known.

1) Describe any known or possible contamination at the site from present or past uses.

None are known.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Locates for gas and sewer pipelines will be done prior to design, and during construction, they will be marked in the field.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

During construction, chemicals such as chlorine will be used to disinfect newly laid pipes. Diesel and gasoline fuels will be used for equipment.

4) Describe special emergency services that might be required.

None are anticipated, but proper construction safety will be maintained.

5) Proposed measures to reduce or control environmental health hazards, if any:

Source and wellhead protection measures are being implemented to protect water sources. No other measures are anticipated.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

None

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Noise during construction from equipment and activities would be temporary.

3) Proposed measures to reduce or control noise impacts, if any:

None at this time. Will be addressed at the project level.
8. **Land and shoreline use**

a. *What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.*

   The plan affects many areas with various uses ranging from undeveloped to residential, commercial, and industrial.

b. *Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?*

   Not at this time.

   1) *Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:*

      No.

c. *Describe any structures on the site.*

   The city contains many structures from residential to commercial in various sizes.

d. *Will any structures be demolished? If so, what?*

   Not at this time. Will be addressed at the project level.

e. *What is the current zoning classification of the site?*

   The service area includes many zoning classifications.

f. *What is the current comprehensive plan designation of the site?*

   The service area includes many comprehensive plan designations.

g. *If applicable, what is the current shoreline master program designation of the site?*

   Not applicable. There are no shorelines within the Plan area.

h. *Has any part of the site been classified as a critical area by the city or county? If so, specify.*

   A portion of the City outside the Plan area contains wetlands.

i. *Approximately how many people would reside or work in the completed project?*

   The city has an estimated total population including students of 12,500.

j. *Approximately how many people would the completed project displace?*
No displacement is anticipated nor planned.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable, none required.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Not at this time. Will be addressed at the project level.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

No considerations are necessary.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not applicable, no housing is proposed.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Not applicable, no removal of housing is proposed.

c. Proposed measures to reduce or control housing impacts, if any:

None.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Unknown at this time. Will be addressed at the project level.

b. What views in the immediate vicinity would be altered or obstructed?

Unknown at this time. Will be addressed at the project level.

c. Proposed measures to reduce or control aesthetic impacts, if any:

Unknown at this time. Will be addressed at the project level.

11. Light and glare
a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

This will be considered during design.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

This will be considered during design.

c. What existing off-site sources of light or glare may affect your proposal?

This will be considered during design.

d. Proposed measures to reduce or control light and glare impacts, if any:

This will be considered during design.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

The City is close to many regional recreational opportunities from parks to casinos.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No displacement is anticipated.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None anticipated, but this will be checked during design.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

Unknown at this time. Will be addressed at the project level.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Unknown at this time. Will be addressed at the project level.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.
d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

Unknown at this time. Will be addressed at the project level.

14. **Transportation**

a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

Unknown at this time. Will be addressed at the project level.

b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

The majority of the City is served by public transit.

c. **How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?**

Not applicable. No parking nor removal of parking is planned.

d. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

Unknown at this time. Will be addressed at the project level.

e. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

This is unknown.

f. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

The only additional traffic might be from maintenance personnel or construction workers. No specifics are known.

g. **Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

None are anticipated.

h. **Proposed measures to reduce or control transportation impacts, if any:**
None are anticipated.

15. **Public services**

a. *Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.*

   None are anticipated.

b. *Proposed measures to reduce or control direct impacts on public services, if any.*

   None are anticipated.

16. **Utilities**

a. *Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other  ___________*

   Unknown at this time. Will be addressed at the project level.

b. *Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.*

   Unknown at this time. Will be addressed at the project level.

**C. Signature**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  ____________________________

Name of signee  ____________________________

Position and Agency/Organization  ____________________________

Date Submitted:  ____________

**D. supplemental sheet for nonproject actions**

(IT IS NOT NECESSARY to use this sheet for project actions)
Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

   Unknown at this time. Will be addressed at the project level.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

   Unknown at this time. Will be addressed at the project level.

3. How would the proposal be likely to deplete energy or natural resources?

   Unknown at this time. Will be addressed at the project level.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

   No effects are anticipated.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

   The Plan is compatible with all existing and proposed land use plans.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

   No effects are anticipated.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

   The plan conforms with all laws and requirements for the protection of the environment.
City of Spokane

INTERLOCAL AGREEMENT EXTENSION

Title: Solid Waste Disposal Services at the WTEF

This Interlocal Agreement Extension is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and the City of Cheney, whose address is 609 Second Street, Cheney, Washington 99004 as ("Cheney"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into an Interlocal Agreement on September 12, 2014 wherein the City of Spokane agreed to permit the City of Cheney to use the Waste to Energy Facility for Solid Waste Disposal Services Solid Waste Management Plan; and

WHEREAS, the Parties wish to extend the Interlocal Agreement time as provided for in Section 3 A for an additional five (5) years; and

NOW, THEREFORE, in consideration of these terms, the Parties mutually agree as follows:

1. CONTRACT DOCUMENTS.
The Interlocal Agreement, dated September 12, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Interlocal Agreement Extension shall become effective on November 17, 2021.

3. EXTENSION.
The Interlocal Agreement documents are hereby extended and shall run through 11:59 p.m. on November 16, 2026.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the Parties have executed this Agreement by having legally-binding representatives affix their signatures below.

THE CITY OF CHENEEY

Chris Grover, Mayor 9/28/2021

THE CITY OF SPOKANE

Nadine Woodward, Mayor 10/20/2021
Attest:

[Signature]
Finance Director

Attest:

[Signature]
Terri Pfister, City Clerk

CITY OF SPOKANE
WASHINGTON

Approved as to form:

[Signature]
Assistant City Attorney

U2021-074
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CHENEE AND THE CITY OF SPOKANE
FOR DISPOSAL OF SOLID WASTE

This WASTE DISPOSAL AGREEMENT (this "Agreement") is made and entered into as of this 23rd day of August, 2014 by and between the City of Cheney, a municipal corporation of the State of Washington (the "CHENEE") and the City of Spokane, a municipal corporation of the State of Washington ("SPOKANE"). Cheney and Spokane are each sometimes referred to herein as "Party" and collectively as "Parties."

RECITALS

A. CHENEE on September 1, 1989 entered into "An Interlocal Agreement between the City of Spokane, Spokane County and the City of Cheney" (Spokane Auditors File No: 8909150064) (the "Interlocal Agreement") to control the management, handling, and disposal of solid waste within CHENEE.

B. The Interlocal Agreement was for a term of twenty five (25) years or for so long as bonds remained outstanding, which date is on or about November 16, 2014 (the "Interlocal Agreement Expiration Date").

C. Subsequent to the Interlocal Agreement Expiration Date, SPOKANE will own and operate that certain Waste to Energy Facility located at 2900 South Geiger Blvd., Spokane, Washington, 99224, including the solid waste incinerator and the portion of the facility that serves the general public (the "WTE").

D. CHENEE, by and through an open meeting of the Cheney City Council held on November 20, 2013, has decided not to enter into a new Interlocal Agreement with Spokane County and has provided appropriate notice to Spokane County regarding the same.
E. In anticipation of the Interlocal Agreement Expiration Date, CHENEY has developed its own Comprehensive Solid Waste Management Plan (the "Plan"), which is under review by the Washington State Department of Ecology ("DOE").

F. In addition to developing its own Plan, CHENEY must identify a disposal site capable of processing Municipal Waste from mixed residential, commercial, and industrial sources. The WTE is capable of processing Municipal Waste from mixed residential, commercial, and industrial sources.

G. In the event the Plan is approved prior to the Interlocal Agreement Expiration Date, the Parties have agreed to terminate the Interlocal Agreement and enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, SPOKANE is willing to permit CHENEY to use the WTE pursuant to CHENEY's Plan and the terms of this Agreement for disposal of CHENEY's Municipal Waste:

SECTION NO. 1: PURPOSE

The purposes of this Agreement are to:

A. Formally terminate the 1989 Interlocal Agreement as of November 16, 2014 or upon approval of CHENEY's Solid Waste Management Plan by the DOE. Effective November 17, 2014, or upon approval of CHENEY's Solid Waste Management Plan by the DOE this Agreement will replace all terms and conditions contained in the 1989 Agreement; and

B. Provide that CHENEY will continue to operate in accordance with the terms and conditions of the 1989 Interlocal Agreement including subsequent amendments as mutually agreed to by the Parties, through November 16, 2014 or upon approval of CHENEY's Solid Waste Management Plan by the DOE; and

C. Establish the terms and conditions between CHENEY and SPOKANE for the disposal of all solid waste collected within CHENEY, which is to be delivered to SPOKANE’s WTE; and

E. Establish flow control requirements to be maintained by CHENEY to ensure the proper disposal of solid waste; and

F. Establish the terms and conditions for continued service to CHENEY self haul customers who deliver solid waste to the WTE; and

G. Require CHENEY to provide all services required under RCW 70.95 (with the exception of disposal services) and RCW 70.105, which include; solid waste planning, moderate risk waste management, waste reduction and recycling outreach and education and recycling.
SECTION NO. 2: DEFINITIONS

As used in this Agreement, the following words, unless the context otherwise dictates, shall have the following meanings:

A. CHENYEY- means the City of Cheney, or any vendor contracted by CHENYEY for services related to the management of solid waste.

B. CHENYEY Disposal Rate means the per ton disposal fee, as outlined in Section 5 of this Agreement, that CHENYEY shall pay SPOKANE for each ton of solid waste delivered to the WTE by CHENYEY's owned and operated commercial vehicles.

C. Dangerous Wastes - means any discarded, useless, unwanted, or abandoned substances, including but not limited to certain pesticides, or any residues or containers of such substances which are disposed of in such quantity or concentration as to pose a substantial present or potential hazard to human health, wildlife, or the environment, because such wastes or constituents or combinations of such wastes:

1) Have short-lived, toxic properties that may cause death, injury, or illness or have mutagenic, teratogenic, or carcinogenic properties; or

2) Are corrosive, explosive, flammable, or may generate pressure through decomposition or other means.

D. Extremely Hazardous Waste —means any dangerous waste which:

1) Will persist in a hazardous form for several years or more at a disposal site and which in its persistent form:
   a. Presents a significant environmental hazard and may be concentrated by living organisms through a food chain or may affect the genetic make-up of human beings or wildlife, and
   b. Is highly toxic to human beings or wildlife.

2) If disposed of at a disposal site in such quantities as would present an extreme hazard to human beings or the environment.

E. Gate Fee - means the per ton disposal fee outlined in SECTION NO. 5 of this Agreement CHENYEY's residents shall pay SPOKANE for each ton of solid waste delivered to the WTE as "self haul" waste.

F. Hazardous Waste - means and includes all dangerous and extremely hazardous waste, including substances composed of both radioactive and hazardous components.

G. 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 regulation; and

2) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances.

H. Nonprocessible Waste - means any solid waste that SPOKANE deems to be unacceptable at the WTE.

I. Solid Waste or Wastes - means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to; garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

J. Waste To Energy Facility, WTE, or Facility - means that solid waste facility located at 2900 South Geiger Boulevard, Spokane, Washington 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

SECTION NO. 3: DURATION

A. This Agreement shall be effective 12:00 A.M. on November 17, 2014 ("Commencement Date") and run through 11:59 P.M. on November 16, 2021, unless CHENEY provides written notice of termination as provided under subparagraph C of this Agreement.

Any notice of termination shall be provided in writing and not later than twelve (12) months prior to the effective date. Notwithstanding the above provisions, this Agreement may be extended in one (1) year increments for a total of three (3) additional years, or as otherwise agreed upon by the Parties (the "Extension Term").

B. Extension Terms. At least ninety (90) days prior to expiration of the Initial Term or an Extension Term, a party may deliver written notice of intent to renew this Agreement. The Notice shall propose the period and terms of renewal. The party receiving the notice shall within ten (10) days of delivery respond by stating its intent to renew this Agreement. Thereafter, the Parties shall negotiate the Extension Term in good faith. No response by the party receiving the notice shall be deemed a refusal to extend this Agreement.

C. Termination. Either PARTY may terminate this Agreement by providing written notice of termination not later than twelve (12) months prior to the effective date.

SECTION NO. 4: DISPOSAL SERVICES

A. Scope of Services. CHENEY, or residents of CHENEY who choose to "self-haul" waste, shall deliver all Acceptable Waste, as defined in subparagraph B below, to the WTE. Once delivered to the WTE, SPOKANE shall be responsible for all costs associated with the disposal of the
Acceptable Waste, including, but not limited to; incineration, ash disposal, by-pass of unburned materials, and all maintenance, operation, repairs and ordinary renewals and replacements necessary for the operation of the WTE. Once Municipal Waste enters the WTE, SPOKANE shall be responsible for determining its weight.

B. **Acceptable Waste.** The following shall be acceptable waste at the WTE:

1) "**Municipal Waste**" including, but not limited to, Solid Waste from mixed residential, commercial, and industrial sources.

2) "**Self Haul**" means solid waste delivered to the WTE by the public in privately owned and operated vehicles.

3) "**Solid Waste**" meaning all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, yard debris, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

The above definitions shall be automatically amended to conform to all WTE permits and operating requirements established by state and federal authorities.

C. **Guaranteed Capacity.** The guaranteed minimum available capacity for Acceptable Waste shall be two-hundred forty-eight thousand two hundred (248,200) tons per year.

D. **Primary Services.** The WTE shall be maintained in good working order and repair so as to allow CHENEG to dispose of its Municipal Waste without interruption or unreasonable delay. Municipal Waste may be delivered and shall be received at the WTE during all regular hours of operation unless otherwise agreed.

**SECTION NO. 5: DISPOSAL RATE; BILLING**

A. **CHENEG Disposal Rate.** CHENEG will pay to SPOKANE sixty dollars ($60) per ton for each ton of Municipal Waste delivered to the WTE from CHENEG (the "**CHENEG Disposal Rate**"). The CHENEG Disposal Rate shall be inclusive of all costs, including applicable taxes. SPOKANE agrees not to exceed the authority granted under state or local law, including taxing authority.

1) "**Self-Haul Rate**" in the event residents of CHENEG choose to self-haul Acceptable Waste to the WTE, those residents shall be charged the then current SPOKANE WTE Gate Fee. For purposes of this Section those residents who self-haul shall have the waste weighed upon entry into the WTE and shall, at that point, pay the WTE Gate Fee directly to the WTE at the WTE weigh station.
2) **Rate Adjustment.** On January 1 of each year following 2015, SPOKANE will adjust the CHENYE Disposal Rate to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size B/C, Consumer Price Index, All Items for All Urban Consumers (CPI-U) (the "Index"). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just completed year by the Index number for October of the previous year. In the event the Index number stays the same or decreases, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index number.

Example Calculation of Annual Rate Adjustments:

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</table>

*No change-Index decreased
**No change-Index did not exceed highest previous Index

3) **Invoicing and Payment.** SPOKANE shall, through invoice, bill CHENYE the CHENYE Disposal Rate on or before the 20th day of the month for services rendered the previous month. The invoice shall contain the dates of disposal, weight of Solid Waste, disposal cost per ton, assessed taxes, fees or other charges and such other information as necessary to support the invoiced amount due. CHENYE will pay SPOKANE within thirty (30) calendar days of receiving the invoice.

4) **Billing Questions and Disputes.** If CHENYE has any questions, desires further information, or has a dispute regarding the invoice, CHENYE shall advise SPOKANE in writing within ten (10) business days of invoice receipt. Notwithstanding payment of an invoice as set forth in section 4.3, CHENYE reserves the right, and SPOKANE acknowledges the right to dispute amounts paid without the necessity of making such payment "under protest." Any dispute between the Parties as to an invoice shall be resolved pursuant to Section 8.4 of this Agreement. Past due invoices shall accrue interest at the current local government investment pool rate - until paid.

**SECTION NO. 6: AUDIT / RECORDS**
CHENLEY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. CHENLEY shall provide access to authorized SPOKANE representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SPOKANE shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. SPOKANE shall provide access to authorized CHENLEY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 7: LIABILITY

Each Party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its directors, its agents or its officers. The Parties shall each indemnify, defend and hold harmless the other Party, its officers and employees from all claims, demands, or suits in law or equity arising from the Party's intentional or negligent acts or breach of any obligations under this Agreement.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer's or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of this Agreement. Each Party waives, with respect to the other Party only, its immunity under Chapter 51 of the Revised Code of Washington ("RCW"), "Industrial Insurance." The Parties have specifically negotiated this provision. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

SECTION NO. 8: INSURANCE

During the term of this Agreement, SPOKANE and CHENLEY shall each maintain in force at its own expense, the following insurance coverage or self-insurance:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of $5,000,000;

(S0989467; 3)  
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Revised-Rec'd 8-29-14
B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. Professional Liability Insurance with a combined single limit of not less than $5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement, if any. This coverage must remain in effect for two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without providing thirty (30) days written notice from a Party or its insurer(s) to the other Party. Verification of insurance shall be provided upon request.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The relationship between the Parties is that of independent contractors. Neither Party, nor its agents and employees, shall under any circumstances be deemed an agent or representative of the other Party and neither shall have authority to act for and/or bind the other in any way, or represent that it is in any way responsible for acts of the other Party. This Agreement does not establish a joint venture, agency, or partnership between the Parties.

SECTION NO. 10: MISCELLANEOUS

A. Assignment and Delegation. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign or delegate, in whole or in part, its interest in this Agreement without the prior written approval of the other Party, which shall not be unreasonably withheld.

B. Notices and Other Communications. All notices, approvals, consents, and other communications required or permitted pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by facsimile or prepaid courier or registered mail, to a Party at the address set forth below, or at such other address provided by such Party via written notice. Such communications shall become effective on the day when delivered by hand or the first (1st) business day following delivery by any other means.

If to CHENEY:

City of Cheney
Attn: Tom Trulove, Mayor
609 Second Street
Cheney, WA 99004

If to SPOKANE:

City of Spokane
Attn: Mayor or Designee
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201
C. **Governing Law; Venue.** This Agreement is entered into, and its interpretation and enforcement, shall be governed exclusively by its terms and by the laws of the State of Washington, United States of America, without giving effect to that body of laws pertaining to conflict of laws. Any action brought by either Party against the other Party for claims arising out of this Agreement shall only be brought in a court of competent jurisdiction in Spokane County, Washington.

D. **Meet and Confer / Arbitration.** If either Party has a claim, demand or dispute under this Agreement, notice of the same shall be sent to the other Party. The notice shall provide a brief description of the dispute. Thereafter, the Parties shall follow the below process.

1) **Meet and Confer.** Within five (5) business days of the notice, the Parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within ten (10) business days of the notice, either party may seek arbitration.

2) **Arbitration.** Arbitration shall be conducted in accordance with the JAMS Arbitration Rules or by an Alternate Dispute Resolution Process that can be mutually agreed upon. The arbitrator's fees and costs shall be equally shared. The arbitration shall be conducted pursuant to RCW Chapter 7.04A with the arbitrator's decision final and binding on the Parties.

E. **Attorneys' Fees.** If any suit is brought or legal action is taken for the enforcement of any provision of this Agreement or as a result of any alleged breach thereof or for a declaration of any right or duty hereunder, the Party who substantially prevails in such suit or legal action shall be paid reasonable attorneys' fees from the Party who does not substantially prevail, and any judgment or decree rendered shall include an award thereof.

F. **Entire Agreement.** This Agreement embodies the entire understanding among the Parties, is merged and fully integrated, and supersedes any and all prior negotiations, understandings, or agreements.

G. **Third Parties.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

H. **Favored Rate Clause.** To the Extent enforceable by law, Spokane affirms that if, after execution of this contract, it enters into a new disposal agreement with another jurisdiction which contains the identical terms and waste volume services outlined in this Agreement, to include, but not limited to disposal for jurisdiction's commercially collected garbage, self self-haul
service to jurisdiction's residents, and moderate risk waste services to jurisdiction's residents, and waste volumes, and charges a lower disposal fee than the CHENEY Disposal Fee set forth in this Agreement, Spokane shall adjust the CHENEY Disposal Fee to match the lower Jurisdiction's fee.

I. **Anti-kickback.** No officer or employee of CHENEY, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire, any interest in this Agreement, or have solicited, accepted, or granted, a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

J. **Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

K. **Amendment; Waivers.** This Agreement shall not be amended, supplemented or modified except in writing executed by authorized representatives of the Parties, with the same formality of this Agreement. Waiver by a Party of any breach of any provision of this Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach and no Party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of that Party.

L. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and either Party may execute this Agreement by signing any such counterpart. Signed counterparts executed and delivered by electronic mail or facsimile transmission shall be binding on the Parties and have the same force and effect as an original signed counterpart.

M. **Representations and Warranties.** Each Party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained herein; that it has full power and authority to execute, deliver and perform this Agreement; that the person signing this Agreement on behalf of such Party has properly been authorized and empowered to enter into this Agreement by and on behalf of such Party; that prior to the date of this Agreement, all corporate action of such Party necessary for the execution, delivery and performance of this Agreement by such Party has been duly taken; and that this Agreement has been duly authorized and executed by such Party, is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

N. **Compliance with Laws.** The Parties shall observe all federal, state and local laws, ordinances and regulations; to the extent they may be applicable to the terms of this Agreement.
SECTION NO. 11: RCW 39.34 REQUIRED CLAUSES

A. **Purpose:** See Section No. 1 above.

B. **Duration:** See Section No. 3 above.

C. **Organization of Separate Entity and Its Powers:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. **Responsibilities of the Parties:** See provisions above.

E. **Agreement to be Filed:** SPOKANE shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. CHENEEY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source.

F. **Financing:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. **Termination:** This Agreement can be terminated in accordance with Section 3.

H. **Property Upon Termination:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

THE CITY OF CHENEEY:

[Signature]

Tom Trulove, Mayor

THE CITY OF SPOKANE:

[Signature]

David Condon, Mayor

David A. Condon
Mayor
City of Spokane
(09/12/14)

ATTEST:

[Signature]

Cindy Niemeier, Finance Director

ATTEST:

[Signature]

Terry Pfister, City Clerk

[Signature]

Page 11 of 11

Approved as to form:

[Signature]

Assistant City Attorney
**Agenda Sheet for City Council Meeting of:** 09/08/2014

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<thead>
<tr>
<th>Submitting Dept</th>
<th>SPOKANE REGIONAL SOLID WASTE SYSTEM</th>
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<tr>
<td>Contact Name/Phone</td>
<td>KEN GIMPEL 625-6532</td>
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<tr>
<td>Contact E-Mail</td>
<td>KGIMPEL@SPOKANE CITY.ORG</td>
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<td>Agenda Item Name</td>
<td>4490 INTERLOCAL AGREEMENT WITH THE CITY OF CHENEY FOR DISPOSAL SERVICES</td>
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**Agenda Wording**
Interlocal Agreement (ILA) with the City of Cheney for solid waste disposal services at the WTE Plant with a term of seven years with three 1-year extension options--$2.8 million revenue.

**Summary (Background)**
With the dissolution of the SRSWS on November 16, 2014, the City of Cheney has elected to develop their own Solid Waste Management Plan and System. This ILA with the City of Cheney is for disposal services at the WTE. The disposal rate described in the ILA is for Cheney's city-owned and operated solid waste collection vehicles only. Cheney citizens who self haul solid waste will pay the same gate fee as all other customers.

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**Approvals**

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<tr>
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<td>ROMERO, RICK</td>
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<td>Legal</td>
<td>DALTON, PAT</td>
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<tr>
<td>For the Mayor</td>
<td>SANDERS, THERESA</td>
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**Additional Approvals**

**Council Notifications**

**Study Session**

- Public Works Cmte 8/25/14

**Distribution List**
- ttauscher@spokanecity.org
- lbutz@spokanecity.org

**APPROVED BY SPokane CITY COUNCIL ON**

9/18/2014

SPOKANE CITY CLERK
Subject
Interlocal Agreement (ILA) with the City of Cheney for solid waste disposal services at the WTE Plant. The term of the ILA is seven years with three 1-year extension options thereafter. The ILA contains a termination clause by either party with twelve months prior notice the other party. The value of the ILA to the City of Spokane is approximately $2.8 million.

Background
The Interlocal Agreement between the City of Spokane and Spokane County that formed the Spokane Regional Solid Waste System (SRSWS) terminates November 16, 2014. With the dissolution of the SRSWS, Spokane County jurisdictions must decide whether to join the County’s new Regional Solid Waste System or develop their own Solid Waste Management Plan and provide all of the services required by state statute. The City of Spokane has elected to remain part of the County’s new Regional Solid Waste System. The City of Cheney has elected to develop their own Solid Waste Management Plan and their own Solid Waste Management System. In early August 2014, the City of Cheney’s Solid Waste Management Plan was approved by the Department of Ecology. The City of Spokane has been working with the City of Cheney to develop an ILA for disposal services at the WTE Plant. The City of Cheney will provide all other services (recycling, yard waste, household hazardous waste, public education and outreach, etc.) to their citizens and businesses. The disposal rate described in the ILA is for Cheney’s city owned and operated solid waste collection vehicles only. Cheney citizens that self haul solid waste to the WTE Plant will pay the same gate fee as all other customers.

Impact
This ILA will provide disposal service only to Cheney’s city owned and operated solid waste collection vehicles only. The City of Cheney will be responsible for providing all other state required services to its citizens and businesses. The City of Spokane will benefit from the additional disposal revenue.

Action
Recommend approval of the Interlocal Agreement with the City of Cheney.

Funding
The City of Cheney will pay the City of Spokane approximately $407,000 per year for solid waste disposal services at the WTE Plant.

For further information, please contact Ken Gimpel, Assistant Director of Utilities Division 625-6532 or kgimpel@spokanecity.org.
City of Cheney

Recycling Contamination Reduction and Outreach Plan (CROP)

The goal of the CROP is to reduce contamination of the materials collected in the City of Cheney’s single-family, multi-family, drop box, and commercial recycling programs. This, in turn, helps the City of Cheney more fully realize the economic, environmental, social, and public health benefits of these programs. The CROP does not specifically include strategies to reduce contamination of other material streams such as organics or construction and demolition debris. However, many of the same strategies apply to these streams and may be included in future CROP updates.

The CROP intends to meet the requirement in RCW 70A.205.045(10) that counties with a population of more than 25,000, and cities within these counties with independent Solid Waste Management Plans (SWMP), include a CROP in their SWMP by July 1, 2021.

This CROP includes ten action steps and is a framework for developing a more detailed and customized implementation plan in the future. Also, it identifies the need to align the CROP with the SWMP, and secure and allocate funding for ongoing planning and implementation.

Step #1: Inventory of current recycling collection services and programs

The City of Cheney collects all of its recycling materials at a drop-off facility that is manned on-site by solid waste staff. Cheney opened its Recycling Facility in 1994. The Recycling Facility is located at 100 Anderson Road in Cheney, Recycling products accepted at the facility include:

- Ferrous and non-ferrous metals
- Batteries (household)
- Cardboard (corrugated)
- Paper Products (colored ledger paper, computer paper, magazines, newspapers, phone books, white ledger paper)
- Aluminum
- Plastic Products (HDPE and PETE)

Below is a summary of the recycling tonnage for the 2019 calendar year, broken down by commodity. All of these items are collected at the Recycling Center, sorted, and then stored in separate areas within the center for off-site disposal. The frequency off pick-up for off-site disposal depends on the commodity and how much is collected each week/month.
The City of Cheney currently does not offer curbside recycling. The primary reason for not offering the service is due to cost. While we could offer the service for our single-family residential customers, the challenge is in offering the service for multi-family residential customers. In many instances there is not the space for both a dumpster and a recycling cart.

Step #2: Develop the scope of work with stakeholders

The City of Cheney will work with key stakeholders to develop a scope of work for the CROP addressing the specific challenges and opportunities associated with local recycling contamination. Specifically, for the City of Cheney the Public Works sub-Committee (PWSC) which is a subset of City Council will serve as the Solid Waste Advisory Committee. They will be responsible for reviewing the CROP and advising the City with appropriate recommendations.
These stakeholders include:

- SWAC members (Public Works sub-Committee - PWSC)
- Elected officials and key staff from other local governments, including potential regional partners in the same MRF-shed
- Organizations representing homeowners, tenants, and multi-family and business interests
- Material recovery facilities (MRF) and transfer station operators
- End markets for recovered materials
- City of Cheney’s Ecology Regional Planner and grant manager
- Non-governmental organizations and community groups
- Regional, statewide, and national organizations that can provide technical assistance and/or financial support.

**Step #3: Prioritize the recycling program(s) to focus on first**

For the City of Cheney, the following will be our priorities of recycling programs to focus on first.

1. Continue the existing education program (City Newsletters) that educates residents of the City of which items are recyclable and how to minimize cross-contamination (i.e. the used pizza box that should go in the normal waste receptacle and inadvertently ends up in the recycling center.

2. Capitalize on markets that will pay for the products generated by the Cheney recycling center.

3. Identify the products to collecting as part of the recycling program via a cost/disposal analysis.

**Step #4: Establish acceptable materials lists**

Starting with the highest-priority program(s), the City of Cheney will establish lists of acceptable materials. This effort will be coordinated with the PWSC, MRF operators, collectors, end markets, and other key stakeholders. Criteria for determining the acceptable materials lists may include, but are not limited to:

- Alignment with the SWMP mission and goals, and community values
- Degree of uniformity across local programs, regionally, and statewide
- Diversion potential
- Cost to collect and process relative to other management options
- Strength and long-term viability and stability of end markets
- Environmental, social, and other benefits and costs
- Potential to cross-contaminate or lower the value of other materials
- Potential to cause customer confusion
The Washington State Association of Counties Solid Waste Managers Affiliate, the Washington State Refuse and Recycling Association, and the Department of Ecology have supported the establishment of regional, and if possible, statewide uniformity in what materials are accepted for recycling and how they should be prepared. More harmonization across programs reduces customer confusion and contamination. To that end, they identified these four priority materials for statewide recovery:

- Paper (including office and notebook paper, newspaper, mail, catalogs, magazines, and cereal or cracker boxes)
- Cardboard
- Plastics
- Steel and aluminum cans

The resources and guidelines developed by these organizations to establish their list of priority materials will help guide the development of Cheney’s acceptable materials list.


**Step #5: Define what data to collect to determine baseline levels of recycling contamination**

Starting with the highest priority program(s), and based on the review completed in Step 1, the City of Cheney will identify what the acceptable materials are and what is considered contamination to establish a baseline recycling contamination rate. This data will also inform decisions about what, if any, changes to make to the accepted materials list in the future.

The City of Cheney controls the inflow of recyclable products to the Recycling Center. As customers show up the Recycling Center and drop of their recyclable products, the products are “hand” sorted on-site by staff to make sure the recyclable products go into the appropriate bins for further recycling with the appropriate off-site vendor. As part of the “hand” sorting process, “non-appropriate” products are pulled out of the stream as to not contaminate the recyclable product. This is one of the reasons why the City of Cheney does not have curbside recycling.

**Step #6: Gather baseline recycling contamination data**

Starting with the highest-priority program(s), the City of Cheney will establish baseline levels and types of recycling contamination. Recycling contamination rates can vary significantly across different programs and communities. Nationally, The Recycling Partnership (TRP) estimated an average contamination rate of about 17% across 197 programs that participated in their 2019 State of Curbside Survey. In Washington State, TRP’s 2019 survey of seven MRFs found inbound levels of contamination from commingled recycling collection programs ranging from 5%-20% by weight. Recent drop-off programs and cart lid-lift audits in Washington showed rates as high as 40%. For this reason, it is important to gather data on local recycling...
contamination levels. In the case of Cheney, we do not have curbside recycling, as having the Recycling Center minimizes the amount of contaminated products in our recycling stream.

In discussions with stakeholders, and building on the information in the State CROP and Ecology’s Resource Library, and on the work completed in Step 5, the City of Cheney will identify and develop ways to track specific contaminants. For example, tracking the number of carts containing plastic bags may be a more useful metric than an estimated overall percentage of contamination by volume.

Data collection methods may include, but are not limited to:
- Recycling stream composition studies
- Survey of transfer stations and MRF operators
- Drop box composition studies or visual audits

The City of Cheney controls the inflow of recyclable products at the Recycling Center. Since the recyclables are sorted “on-site” as they are dropped off, any contaminants are immediately pulled out, which makes the recycling stream from the City of Cheney is extremely clean.

**Step #7: Identify key contaminants and their costs and impacts**

Based on the data collected in Step 6 and collaborating with key stakeholders, the City of Cheney will identify the most problematic and costly contaminants starting with the highest priority program(s). Although the types and impacts of contamination don’t vary as much as the levels of contamination across different communities and programs, it is still important to gather locally specific data. This data is critical to designing outreach campaigns and other strategies targeting the most problematic materials. It can also help calculate the economic and other benefits of removing problematic materials from the recycling stream.

In recent surveys, such as the one conducted by the TRP in 2019, MRFs and cities in Washington identified the following recycling contaminants as the most problematic and costly to manage:
- Plastic bags and film
- Tanglers including rope, cords, chains, and hoses
- Food and liquids
- Shredded paper
- Bagged garbage
- Non-program plastics including clamshells and polystyrene foam
- Hypodermic needles

These contaminants can:
- Slow down the sorting and processing of materials.
- Reduce the quality and value of secondary material feedstocks.
- Result in costly shutdowns.
• Damage collection, processing, and remanufacturing equipment.
• Cause serious injuries to collection and processing facility staff.

According to TRP, the greatest costs associated with managing a contaminated recycling stream at MRFs nationally come from the following and represent 80% of total contamination-related costs:
• 40% for disposal of residuals
• 26% in value lost from contaminated recyclables
• 14% in labor to remove contamination from sorting equipment, etc.

The recycling stream at the Cheney Recycling Center is relatively contaminant free. The biggest challenge in terms of recycling is the recyclables (i.e. glass) that have zero or little aftermarket recyclable value. We also struggle with finding vendors to take the product even at a loss. This means that the rate payers in the City of Cheney are footing the bill for the recyclables that little after market value.

**Step #8: Develop and implement education and outreach strategies to reduce contamination**

The City of Cheney will develop and implement education and outreach strategies based on best practices. This starts with addressing any inconsistencies in recycling information and messaging identified in Step 1. All new outreach materials and messages will be aligned and consistent across all platforms.

Depending on the type of recycling program, outreach and education strategies may include, but are not limited to:
• Visual, easy-to-understand signage using photos and universal pictures and symbols
• On-site assistance and outreach at drop-off sites
• Up-to-date, and easy-to-find and access websites with clear, consistent messaging
• Social media posts, campaigns, mailings, brochures, and other communications
• Online apps for residents and businesses to get answers to their recycling questions
• Community presentations, tabling, and activities at community events
• School presentations and activities focused on recycling right
• Translation and transcreation of educational materials and campaigns to ensure recycling information is clearly understood by all audiences
• Social marketing campaigns to effectively promote long-term behavior change

The City of Cheney will continue with educational outreach on recyclables and contaminants via “Cheney Connections,” the City’s monthly newsletter to the community that comes out in the monthly utility bills to residents.

Step#9: Evaluate the effectiveness of anti-contamination strategies and set next steps

The City of Cheney will conduct periodic assessments on the effectiveness of recycling contamination reduction programs and strategies, and share the results with key stakeholders and the public. These assessments will use, at least in part, the same methodology used in Step 6 to establish baseline contamination levels.

The assessment results inform what is working and what adjustments to make for better results. This includes reducing contamination in other recycling programs that were not a focus during the initial CROP implementation.

The City of Cheney operates and maintains one recycling drop off facility located at 100 Anderson Road. The City of Cheney will continue to have an “attendant” at the Recycling Center to monitor contaminants. This is the most effective way to control the stream of recyclables and to make sure contaminants do not enter the recyclable stream going to the MRF.

Current recycling operations under Covid-19 restrictions:

- The City’s recycling drop-off facility has been moved to the outside with resident disposing their comingled recycling materials at a drive-up designated/ separated onsite dumpsters (large bins). An onsite recycling attendant monitors the recycling materials as they are received, and educates residents on recycling products and changes. We are collecting the same materials that we would normally collect during non-Covid times, the difference is in the manner we collect the items from the customer.

Recycling operations post Covid-19 restrictions:

- The City’s recycling drop-off facility will move back inside and resume a source separated recycling operation. An onsite attendant monitors the recycling materials as they are received, and educates residents on recycling products and changes.

Step #10: Explore contamination reduction strategies beyond education and outreach

As part of a statewide effort, the City of Cheney will work with Ecology and other partners to explore strategies and solutions beyond education and outreach. These could address regional planning, operations and collection, contracting, incentives, pricing, policies, mandates, enhanced data collection, etc. Based on this evaluation, the City of Cheney will identify and pursue the most promising initiatives.
These options may include, but are not limited to:

- Regional planning and aligned or joint contracting for services to harmonize messaging, lower program costs, and improve program performance.
- Evaluating the costs and benefits of operational changes, including collection frequency, level of source-separation at the curb, and innovative drop-off container designs on contamination levels and overall program performance.
- Product bans or restrictions.
- Strengthening contracts with haulers and MRFs to include provisions focused on reducing contamination, collecting and reporting data on program performance, and ensuring materials on the accepted materials list are responsibly recycled. Consult The Recycling Partnership’s BMPs for MRF contracting and their supporting materials for guidance.

Ensure alignment of the CROP and SWMP and secure and allocate funding to implement the CROP:

This work will occur throughout the process as needed. Updates to the CROP can occur during SWMP revisions, including the required five-year revision process.

This work includes involving key stakeholders in reviewing, and if necessary, updating related elements in the SWMP to ensure they are aligned and consistent with the contents of the CROP and implementation work. This information may include, but is not limited to:

- Designated recyclables list
- Recycling facilities including transfer stations, drop-off sites, and MRFs
- Recycling collection services and providers, and collection systems and fees
- Waste reduction and recycling education and outreach strategies
- Funding sources and mechanisms for recycling programs and services

During this process, the City of Cheney will also work with Ecology and other key stakeholders to identify and secure new and/or allocate existing funding, and forge partnerships with agencies and organizations to provide technical and financial assistance.

The State CROP and Ecology’s Resource Library are tools to get started on implementing the CROP. The library includes contamination reduction best management practices, contracting guides, MRF-shed maps, materials from successful programs in Washington State and across the country, and more.

An initial 3-year implementation schedule for all ten steps in the CROP is included below. As The City of Cheney clarifies and defines the scope of work, and identifies the resources to complete the work, a more detailed and refined implementation plan, schedule and budget will be developed.
CROP Implementation Schedule

Year 1 (2021)
- Educate the general public on appropriate recyclables in the City Newsletter (monthly)
- Inventory of current recycling collection services and programs
- Develop the scope of work with stakeholders
- Prioritize the recycling program(s) to focus on first
- Establish acceptable materials list

Year 2 (2022)
- Educate the general public on appropriate recyclables in the City Newsletter (monthly)
- Define what data to collect to determine baseline levels of recycling contamination.
- Gather baseline recycling contamination data
- Identify key contaminants and their costs and impacts

Year 3 (2023)
- Educate the general public on appropriate recyclables in the City Newsletter (monthly)
- Develop and implement education and outreach strategies to reduce contamination
- Evaluate the effectiveness of anti-contamination strategies and set next steps
- Explore contamination reduction strategies beyond education and outreach

Ensure alignment of the CROP and SWMP and identify and secure or allocate funding to implement the CROP – These are steps that will be addressed throughout the process as needed.
Appendix L

Interlocal Agreements
Appendix L
Interlocal Agreements

L.1 Resolution and Signed Interlocal Agreements
BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE AMENDMENTS )
OF INTERLOCAL AGREEMENTS REGARDING THE )
SPOKANE COUNTY COMPREHENSIVE SOLID WASTE )
MANAGEMENT PLAN AND SPOKANE COUNTY )
REGIONAL SOLID WASTE SYSTEM )

RESOLUTION

WHEREAS, the Spokane County Regional Solid Waste System ("System") is administered by Spokane County. The System's facilities consist of four primary facilities: a waste-to-energy ("WTE") facility, a transfer station in Spokane Valley ("Valley Transfer Station"), a transfer station in unincorporated north Spokane County ("North County Transfer Station") (jointly referred to as the "Transfer Stations") and the North Side Landfill. The WTE facility and the North Side Landfill are operated and owned by the City of Spokane. The Transfer Stations are owned and operated by Spokane County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including unincorporated Spokane County, nine cities, and Fairchild Air Force Base.

WHEREAS, pursuant to the provisions of RCW 70A.205.040(1), each county within the state, in cooperation with the various cities located within such county, shall prepare a coordinated, comprehensive solid waste management plan. The purpose is to plan for solid waste and materials reduction, collection, and handling and management services and programs throughout the state, as designed to meet the unique needs of each county and city in the state; and

WHEREAS, pursuant to the provisions of RCW 70A.205.040(3), each city shall:

(a) Prepare and deliver to the county auditor of the county in which it is located its plan for its own solid waste management for integration into the comprehensive county plan; or
(b) Enter into an agreement with the county pursuant to which city shall participate in preparing a joint city-county plan for solid waste management; or
(c) Authorize the county to prepare a plan for the city's solid waste management for inclusion in the comprehensive county; and

WHEREAS, pursuant to the provisions of RCW 70A.205.040, the County is in the process of updating the Spokane County Comprehensive Solid Waste Management Plan (2015); and

WHEREAS, the various cities and other public entities desire to designate RCW 70A.205.040(3) C as their choice in conjunction with the County preparing a Spokane County Comprehensive Solid Waste Management Plan as well as any subsequent amendments, revisions or updates thereto replace the 2015 Comprehensive Solid Waste Management plan; and

WHEREAS, the various cities and other public entities desire, in consideration of the COUNTY handling disposal of their solid waste at the County Regional Solid Waste System as of
November 17, 2014, to exercise their police powers to designate the County Regional Solid Waste System as the sole site for disposal of solid waste under their control; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which may individually perform.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), chapter 39.34 RCW and RCW 70A.205.040 that:

(1) The Chairman of the Board or a majority of the Board be and is hereby authorized to execute at other than an open meeting, agreements wherein cities/towns will designate RCW 70A.205.040(3) C as their choice in conjunction with the County preparing a Spokane County Comprehensive Solid Waste Management Plan as well as any subsequent amendments, revisions or updates thereto to replace the 2015 Comprehensive Solid Waste Management Plan and in conjunction therewith; and

(2) The Chairman of the Board or a majority of the Board be and is hereby authorized to execute at other than an open meeting, agreements wherein cities / towns, in consideration of the County handling disposal of their solid waste at the County Regional Solid Waste System as of November 17, 2014, exercise their police powers to designate the County Regional Solid Waste System as the sole site for disposal of solid waste under their control.

PASSED AND ADOPTED by the Board of County Commissioners of Spokane County, Washington this 10th day of May, 2022.

Mary L. Kundy, Chair

Al French, Vice-Chair

Ginna Vasquez, Clerk of the Board

Josh Kerns, Commissioner
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND AIRWAY HEIGHTS FOR SOLID WASTE TRANSFER AND DISPOSAL AND OTHER MATTERS RELATED THERETO

THIS AMENDMENT, made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY” and the City of Airway Heights, a municipal corporation of the State of Washington, having offices for the transaction of business at Airway Heights, Washington 99004, hereinafter referred to as “CITY”, jointly hereinafter referred to as the “PARTIES”.

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System (“System”) is administered by Spokane County. The System's facilities consist of four primary facilities: a waste-to-energy (“WTE”) facility, a transfer station in Spokane Valley (“Valley Transfer Station”), a transfer station in unincorporated north Spokane County (“North County Transfer Station”) (jointly referred to as the "Transfer Stations") and the North Side Landfill. The WTE facility and the North Side Landfill are operated and owned by the City of Spokane. The Transfer Stations are owned and operated by Spokane County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including unincorporated Spokane County, nine cities, and Fairchild Air Force Base. The City of Airway Heights is a member jurisdiction; and

WHEREAS, the Parties entered into an interlocal agreement for solid waste transfer and disposal and other related matters on November 13, 2014; and

WHEREAS, the term of said interlocal agreement will expire on December 31, 2021; and

WHEREAS, the interlocal agreement provides for extension of the agreement in five (5) year increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES;

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the above recitals which are incorporated herein by reference, and as authorized by RCW 70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

1. The term of the Agreement is extended for a period of five (5) years, and the Agreement shall therefore terminate at 11:59 PM on December 31, 2026.

2. The CITY acknowledges past practices and hereby authorizes to the COUNTY to prepare, and periodically update, a plan for the CITY’s solid waste management for inclusion in the Spokane County Comprehensive Solid Waste Management Plan, pursuant to the provisions of RCW70A205.040(3)(c), through December 31, 2026.

3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of

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Washington.

4. Attachments "A", "B", and "C" to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 10th day of Mary __________ 2022.

[Signatures of Board Members]

ATTEST:

Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNLEY, Chair

AL FRENCH, Vice-Chair

JOSH KERNS, Commissioner

22-0324

DATED: ____________________________

CITY OF AIRWAY HEIGHTS,
WASHINGTON

By: ____________________________

Albert Tripp, City Manager

ATTEST:

Stanley Schubert, City Clerk
ATTACHMENT "A"
GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. CITY shall mean the City executing this Agreement.

b. City/County Interlocal Agreement shall mean that agreement executed between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE ".

c. Comprehensive Solid Waste Management Plan or SCCSWMP shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. COUNTY shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. Flow Control Ordinance shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. Regional Cities or Signatory Regional City shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. County Regional Solid Waste System includes (I) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1) and (2) above.

h. Solid Waste shall mean all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.
i. **Transfer Stations** shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.

j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

A. 2: **NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

A. 3: **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

A. 4: **ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.

A. 5: **INDEMNIFICATION**

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such
claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

[Signature]  [Signature]
COUNTY initials  CITY initials

A. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.
A. 7: **MODIFICATION**

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: **PROPERTY AND EQUIPMENT**

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: **ALL WRITINGS CONTAINED HEREBIN/BINDING EFFECT**

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

A. 10: **DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

A. 11: **VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: **SEVERABILITY**

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the

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State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY’s website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY’s website or other electronically retrievable public source.

A. 16: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

A. 17: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.
A. 20: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

Insurance requirements for general, automobile and professional liability may be satisfied by providing proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: RCW 39.34 REQUIRED CLAUSES

a. PURPOSE; See Section No. 1.

b. DURATION; See Section No. 2.

c. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

e. **AGREEMENT TO BE FILED**: See A.15.

f. **FINANCING**: See provisions within Contract Documents.

g. **TERMINATION**: See Section No. 2.

h. **PROPERTY UPON TERMINATION**: See A.8
ATTACHMENT “B”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY’S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B.1: CITY’s SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY’s solid waste management for inclusion in the Comprehensive Solid Waste Manage Plan.

With regard to this option, the CITY:

a. Authorizes the COUNTY to prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012- Publication No. 10-07-005),

b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,

c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,

d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,

e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology ("WDOE") for its approval under RCW & 70A.205.055, and

f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

a. Shall prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012- Publication No. 10-07-005),
b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,

c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and

d. Shall pay for the all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY is preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

(This space intentionally left blank.)
ATTACHMENT “C”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES’ OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY’s OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The CITY joins the County Regional Solid Waste System. The CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY’s Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY shall designate the County Regional Solid Waste System as its sole disposal site at all times. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence. Provided however, biosolids generated by the CITY’s Water Reclamation Facility shall be excluded from the COUNTY’s Flow Control Ordinance.

Notwithstanding the foregoing, the COUNTY acknowledges and permits the CITY and/or self-haul citizens of the CITY to dispose of Solid Waste directly at the WTE pursuant to that certain “Interlocal Agreement Between the City of Airway Heights and the City of Spokane for Disposal of Solid Waste” for the duration of the City/County Interlocal Agreement.

C. 2: COUNTY’S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.
The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

(1) assist in the development of programs and policies concerning solid waste handling and disposal,
(2) review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
(3) review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations.

In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS
During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM
During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE
Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
22-0324
INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF CHENY
FOR SOLID WASTE TRANSFER AND DISPOSAL AND OTHER MATTERS RELATED
THERETO

THIS AGREEMENT, made and entered into by and between Spokane County, a political
subdivision of the State of Washington, having offices for the transaction of business at 1116 West
Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY" and the
City of Cheney, a municipal corporation of the State of Washington, having offices for the
transaction of business at 609 Second Street; Cheney, Washington 99004 referred to as "CITY,"
jointly hereinafter referred to as the "PARTIES."

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System is administered by the
COUNTY. The System's facilities consist of four primary facilities: a waste-to-energy ("WTE") facility
owned and operated by the City of Spokane, a transfer station in Spokane Valley ("Valley Transfer
Station"), a transfer station in unincorporated north Spokane County ("North County Transfer Station")
(jointly referred to as the "Transfer Stations"), both owned by the COUNTY, and the Northside Landfill
(City of Spokane). and

WHEREAS, pursuant to the provisions of RCW 70A.205.040(1), each county within the state, in
cooperation with the various cities located within such county, shall prepare a coordinated, comprehensive
solid waste management plan. The purpose is to plan for solid waste and materials reduction, collection,
and handling and management services and programs throughout the state, as designed to meet the unique
needs of each county and city in the state; and

WHEREAS, pursuant to the provisions of RCW70A.205.040(3), each city shall:

(a) Prepare and deliver to the county auditor of the county in which it is located its plan for its
own solid waste management for integration into the comprehensive county plan; or

(b) Enter into an agreement with the county pursuant to which the city shall participate in
preparing a joint city-county plan for solid waste management; or

(c) Authorize the county to prepare a plan for the city's solid waste management for inclusion
in the comprehensive county; and

WHEREAS, pursuant to the provisions of RCW 70A.205.040(1), the COUNTY is in the
process of preparing a Spokane County Comprehensive Solid Waste Management Plan to replace the
2015 Comprehensive Solid Waste Management Plan; and

WHEREAS, the CITY desires to designate RCW70A205.040(3)(a) as its choice in
conjunction with the COUNTY preparing a Spokane County Comprehensive Solid Waste
Management Plan as well as any subsequent amendments, revisions or updates thereto to replace
the 2015 Comprehensive Solid Waste Management Plan; and

WHEREAS, the CITY, in consideration of the COUNTY handling disposal of the CITY's
solid waste at the County Regional Solid Waste System as of May 10, 2022, agrees to
exercise its police powers to designate the County Regional Solid Waste System as the sole site for
Page 1 of 13

{S2352154; 1 }
disposal of solid waste under its control; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate with each other to perform functions which they may individually perform.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the above recitals which are incorporated herein by reference, and as authorized by RCW 70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to:

(1) Reduce to writing the PARTIES' understandings as to the terms and conditions under which the COUNTY will prepare a Spokane County Comprehensive Solid Waste Management Plan ("SCCSSWMP") as provided for in RCW 70A.205.040(1) including any subsequent amendments, revisions or updates thereto to replace the 2015 Comprehensive Solid Waste Management Plan and in conjunction therewith the CITY will select RCW 70A.205.040(3)(a) as its option with respect to its solid waste management planning.

RCW 70A.205.040(3)(a) provides as follows:

Prepare and deliver to the county auditor of the county in which it is located its plan for its own solid waste management for integration into the comprehensive county plan; and

(2) Establish participation by the CITY in the County Regional Solid Waste System as one of the Regional Cities.

SECTION NO. 2: DURATION/ TERMINATION

This Agreement shall commence as of 12:01 A.M. May 10, 2022 and run until May 10, 2029. PROVIDED, however, the CITY may terminate this AGREEMENT upon twelve (12) months written notice as provided for in A.2 prior to the effective date. Under no circumstances shall this Agreement be terminated prior to May 10, 2025.

Upon termination of this Agreement for any reason whatsoever, the CITY shall not be entitled to any part of the County Regional Solid Waste System enterprise fund provided for in C. 2 nor shall it be responsible for any unpaid amount owing and due on the acquisition of the Transfer Stations provided for in the City/County Interlocal Agreement.

This Agreement may be extended in five (5) year increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES.

SECTION NO. 3 AGREEMENT DOCUMENTS

The rights and obligation of the PARTIES to this Agreement are governed by this Agreement and the
attachments incorporated herein by reference (the "Agreement Documents"). The Agreement Documents include:

1. This Agreement,
2. Attachment "A"-General Terms and Conditions,
3. Attachment "B" -Special Terms and Conditions with Respect to City's Selection of Option under RCW 70A.205.040(3) in Conjunction with Comprehensive Solid Waste Management Plan Update, and
4. Attachment "C"-Special Terms and Conditions with Respect to PARTIES' Obligations with Regard to the County Regional Solid Waste System.

In the event of an inconsistency among the above listed Agreement Documents, the more specific shall control.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED by the Board of County Commissioners of Spokane County, Washington this [10th] day of May, 2022.

MARY L. KUNY, Chair

AL FRENCH, Vice-Chair

Ginna Vasquez, Clerk of the Board

JOSH KERNS, Commissioner

22-0324

DATED:________________________

CITY OF CHENEY

ATTEST:

By: Chris Grover

Title: Mayor

Cindy Niemeier, Finance Director
ATTACHMENT "A"
GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. CITY shall mean the City executing this Agreement.

b. City/County Interlocal Agreement shall mean that agreement executed between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE".

c. Comprehensive Solid Waste Management Plan or SSCSWMP shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. COUNTY shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. Flow Control Ordinance shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. Regional Cities or Signatory Regional City shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. County Regional Solid Waste System includes (I) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (I) and (2) above.

h. Solid Waste shall mean all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

i. Transfer Stations shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County
j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

A. 2: **NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

A. 3: **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

A. 4: **ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.

A. 5: **INDEMNIFICATION**

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY.
Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

COUNTY initials CITY initials

A. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that
there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

A. 10: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

A. 11: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: FILING
The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

A. 16: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

A. 17: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. 20: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

Insurance requirements for general, automobile and professional liability may be satisfied by providing
proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: RCW 39.34 REQUIRED CLAUSES

a. PURPOSE: See Section No. 1.

b. DURATION: See Section No. 2.

c. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.


e. AGREEMENT TO BE FILED: See A.15.

f. FINANCING: See provisions within Contract Documents.

g. TERMINATION: See Section No. 2.

h. PROPERTY UPON TERMINATION: See A.8
ATTACHMENT "B"

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY'S SELECTION OF OPTION UNDER RCW 70.95.080(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B. 1: CITY'S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(a) in conjunction with its solid waste management, namely:

(a) Prepare and deliver to the county auditor of the county in which it is located its plan for its own solid waste management for integration into the comprehensive county plan

(This space intentionally left blank.)
ATTACHMENT "C"

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES' OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY's OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

CITY joins the County Regional Solid Waste System. CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY's Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

C. 2: COUNTY'S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

COUNTY shall own, maintain and operate the County Regional Solid Waste System. COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, post-closure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board.
of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.

The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

(1) assist in the development of programs and policies concerning solid waste handling and disposal,
(2) review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
(3) review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300.

COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS

During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4 EVALUATION OF COMMUNITY CLEAN-UP PROGRAM

During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE

Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
SPOKANE COUNTY AND DEER PARK FOR SOLID WASTE TRANSFER AND
DISPOSAL AND OTHER MATTERS RELATED THERETO

THIS AMENDMENT, made and entered into by and between Spokane County, a political
subdivision of the State of Washington, having offices for the transaction of business at 1116 West
Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY" and the City
of Deer Park a municipal corporation of the State of Washington, having offices for the transaction of
business at 316 E Crawford, Washington 99006, hereinafter referred to as "CITY", jointly hereinafter
referred to as the "PARTIES".

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System ("System") is administered
by Spokane County. The System's facilities consist of four primary facilities: a waste-to-energy
(WTE) facility, a transfer station in Spokane Valley ("Valley Transfer Station"), a transfer station in
unincorporated north Spokane County ("North County Transfer Station") (jointly referred to as the
"Transfer Stations") and the North Side Landfill. The WTE facility and the North Side Landfill are
operated and owned by the City of Spokane. The Transfer Stations are owned and operated by Spokane
County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including
unincorporated Spokane County, nine cities, and Fairchild Air Force Base. The City of Deer Park is a
member jurisdiction; and

WHEREAS, the Parties entered into an interlocal agreement for solid waste transfer and
disposal and other related matters on November 17, 2014; and

WHEREAS, the term of said interlocal agreement will expire on December 31, 2021; and

WHEREAS, the interlocal agreement provides for extension of the agreement in five (5)
year increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual
written agreement of the PARTIES;

NOW, THEREFORE, for and in consideration of the mutual promises set forth
hereinafter, the above recitals which are incorporated herein by reference, and as authorized by
RCW 70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

1. The term of the Agreement is extended for a period of five (5) years, and the Agreement
shall therefore run to December 31, 2026.

2. The CITY extends its current authorization to the COUNTY to prepare, and periodically
update, a plan for the CITY's solid waste management for inclusion in the Spokane County
Comprehensive Solid Waste Management Plan, pursuant to the provisions of
RCW 70A205.040(3)(c), through December 31, 2026.
3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of Washington.

4. Attachments “A”, “B”, and “C” to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 10th day of May 2022

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

Mary E. Kuney  
Chair

Cheryl Erickson  
Vice-Chair

Commissioner

22 - 0324

DATED: 15 December 2021  
CITY OF DEER PARK

By:  
MAYOR

Ginna Vasquez, Clerk of the Board

ATTEST:

City Clerk
ATTACHMENT "A"

GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. CITY shall mean the City executing this Agreement.

b. City/County Interlocal Agreement shall mean that agreement executed between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE ".

c. Comprehensive Solid Waste Management Plan or SCCSWMP shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. COUNTY shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. Flow Control Ordinance shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. Regional Cities or Signatory Regional City shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. County Regional Solid Waste System includes (I) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (I) and (2) above.

h. Solid Waste shall mean all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage
sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

i. **Transfer Stations** shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.

j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

A. 2: **NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

A. 3: **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

A. 4: **ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.
A. 5: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

COUNTY initials

CITY initials

A. 6: RELATIONSHIP OF THE PARTIES
The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: **MODIFICATION**

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: **PROPERTY AND EQUIPMENT**

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: **ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT**

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

A. 10: **DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.
A. 11: **VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: **SEVERABILITY**

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: **HEADINGS**

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: **TIME OF ESSENCE OF AGREEMENT**

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: **FILING**

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

A. 16: **EXECUTION AND APPROVAL**

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.
A. 17: **COMPLIANCE WITH LAWS**

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: **NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: **NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. 20: **INSURANCE**

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker’s Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers’ compensation coverage for all their subject workers and Employer’s Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

Insurance requirements for general, automobile and professional liability may be satisfied by providing proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031
There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: RCW 39.34 REQUIRED CLAUSES

a. PURPOSE: See Section No. 1.

b. DURATION: See Section No. 2.

c. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.


e. AGREEMENT TO BE FILED: See A.15.

f. FINANCING: See provisions within Contract Documents.

g. TERMINATION: See Section No. 2.

h. PROPERTY UPON TERMINATION: See A.8
ATTACHMENT “B”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY’S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B.1: CITY’S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY’s solid waste management for inclusion in the Comprehensive Solid Waste Management Plan.

With regard to this option, the CITY:

a. Authorizes the COUNTY to prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005),

b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,

c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,

d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,

e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology ("WDOE") for its approval under RCW & 70A.205.055, and

f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

a. Shall prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local
Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005),

b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,

c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and

d. Shall pay for the all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY is preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

(This space intentionally left blank.)
ATTACHMENT “C”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES' OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY's OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The CITY joins the County Regional Solid Waste System. The CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY's Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

C. 2: COUNTY'S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.
The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

1. assist in the development of programs and policies concerning solid waste handling and disposal,
2. review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
3. review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300.

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS
During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM
During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE
Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
SPOKANE COUNTY AND FAIRCHILD AIR FORCE BASE FOR SOLID WASTE TRANSFER
AND DISPOSAL AND OTHER MATTERS RELATED THERETO

THIS AMENDMENT, made and entered into by and between Spokane County, a political
subdivision of the State of Washington, having offices for the transaction of business at 1116 West
Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY" and FAIRCHILD
AFB, a military installation under control of the United State Air Force, a Military Department within the
United State Department of Defense, hereinafter referred to as "FAIRCHILD AFB", having offices for
the transaction of business at 1 East Bong Street, Fairchild AFB, Washington, 99011", jointly hereinafter
referred to as the "PARTIES".

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System ("System") is administered by
Spokane County. The System's facilities consist of four primary facilities: a waste-to-energy ("WTE")
facility, a transfer station in Spokane Valley ("Valley Transfer Station"), a transfer station in unincorporated
north Spokane County ("North County Transfer Station") (jointly referred to as the "Transfer Stations") and
the North Side Landfill. The WTE facility and the North Side Landfill are operated and owned by the City
of Spokane. The Transfer Stations are owned and operated by Spokane County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including unincorporated
Spokane County, nine cities, and Fairchild Air Force Base. FAIRCHILD AFB is a member jurisdiction; and

WHEREAS, the Parties entered into an interlocal agreement for solid waste transfer and disposal
and other related matters on January 27th, 2015; and

WHEREAS, the term of said interlocal agreement will expire on December 31, 2021; and

WHEREAS, the interlocal agreement provides for extension of the agreement in five (5) year
increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual written
agreement of the PARTIES;

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter,
the above recitals which are incorporated herein by reference, and as authorized by RCW
70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

1. The term of the Agreement is extended for a period of five (5) years, and the Agreement shall
therefore run to December 31, 2026, subject to the termination clause in Section No. 2 of the
agreement that FAIRCHILD AFB may terminate the agreement upon one hundred eighty (180)
days of written notice.

2. FAIRCHILD AFB extends its current authorization to the COUNTY to prepare, and
periodically update, a plan for FAIRCHILD AFB's solid waste management for inclusion in
the Spokane County Comprehensive Solid Waste Management Plan, pursuant to the provisions
of RCW70A205.040(3)(c), through December 31, 2026.
3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of Washington.

4. Attachments "A", "B", and "C" to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 10th day of May 2022

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Chair

Vice-Chair

Commissioner

ATTEST:
Ginna Vasquez, Clerk of the Board
22-0324

DATED: 08 March 22

FAIRCHILD AIR FORCE BASE

CASSIUS T. BENTLEY-III, Colonel, USAF
Commander
ATTACHMENT "A"
GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. **Calendar Year** shall mean the period of time commencing on 12:01 A.M. of the 1st day of January and ending @ 11:59 P.M. on December 31st of the same calendar year as calculated using a standard calendar.

b. **City** shall mean the City of Spokane Washington.

c. **City/County Interlocal Agreement** shall mean that agreement executed between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE".

d. **Comprehensive Solid Waste Management Plan or SCCSWMP** shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

e. **COUNTY** shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

f. **FAIRCHILD AFB** shall mean a military installation under the control of the United States Air Force, a Military Department within the United States Department of Defense. Within the context of the Agreement, reference to FAIRCHILD AFB is a reference to the official authority of the United States Air Force.

g. **FISCAL YEAR** shall mean the period of time commencing on 12:01 A.M. of October 1st in a standard calendar year and ending on 11:59P.M. September 30th of the following standard calendar year.

h. **Flow Control Ordinance** shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20,1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

i. **Regional Cities or Signatory Regional City** shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.
j. **County Regional Solid Waste System** includes (1) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an inter-local agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1) and (2) above.

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

l. **The Agreement** shall mean the agreement between Spokane County, a political subdivision of Washington State and Fairchild AFB, a military installation under the control of the United States Air Force constituting the entirety of all administrative, financial, and legal obligations, rights and responsibilities pertaining to the relationship of the PARTIES in executing requirements of the Spokane County Regional Solid Waste System.

m. **The Base** shall mean the physical infrastructure of Fairchild AFB. When used within the context of the Agreement. The Base is a term of limitation referring specifically to the physical infrastructure of the military installation under the control of the Air Force known as Fairchild AFB, consisting of the real property, the personal property, and the fixtures running appurtenant that constitute the entirety of the geographic location of the property under the control of the Air Force.

n. **Transfer Stations** shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.

o. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

p. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the County inter-local Agreement.

A. 2: **NOTICE**
relating to the death or injury of FAIRCHILD AFB and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of FAIRCHILD AFB or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

COUNTY initials

FAIRCHILD AFB CC initials

A. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of FAIRCHILD AFB. FAIRCHILD AFB is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the COUNTY who provide obligations to FAIRCHILD AFB under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of FAIRCHILD AFB shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.
All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or FAIRCHILD AFB at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

A. 3: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

A. 4: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.

A. 5: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless FAIRCHILD AFB, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) The COUNTY will not be required to indemnify, defend, or save harmless FAIRCHILD AFB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of FAIRCHILD AFB. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

FAIRCHILD AFB agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). FAIRCHILD AFB will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party’s officer or employee’s negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims.
A. 10: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and FAIRCHILD AFB cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and FAIRCHILD AFB shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall not be immediately binding on the PARTIES to the extent FAIRCHILD AFB and the COUNTY expressly reserve the right to adjudicate the matter of an arbitrated dispute, regardless of the decision of the arbitration panel to the Federal District Court for the Eastern District of Washington. The COUNTY and FAIRCHILD AFB, respectively, shall have thirty (30) days after the final written decision of the arbitration panel is served upon the PARTIES to file written notice of intent to reject the decision of the arbitration panel and to seek redress in the Federal District Court for the Eastern District of Washington. For the written notice of rejection to be effective, FAIRCHILD AFB must present same to the Spokane Board of County Commissioners either in person or by standard first class United States mail postmarked within 30 days from the date of the final written decision of the arbitration panel. The COUNTY must present same to the Wing Commander, Fairchild AFB either in person or by standard first class United States mail postmarked within 30 days from the date of the final written decision of the arbitration panel. On the thirty first (31) day if no written notice of intent is filed by either FAIRCHILD AFB or the COUNTY, the decision of the arbitration panel is a final decision and is binding upon the PARTIES.

A. 11: VENUE STIPULATION

The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by the PARTIES that the Agreement shall be governed by the applicable laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of the Agreement, or any provision hereto, shall be instituted only in the Federal District Court for the Eastern District of Washington (the Court).

A. 12: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
A. 13: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of the Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay. However, the COUNTY is without recourse under A.14 or under any other clause in the Agreement to hold FAIRCHILD AFB liable for costs or damages when FAIRCHILD AFB is unable to perform due to the unavailability of appropriated funds.

A. 15: FILING

FAIRCHILD AFB shall place the Agreement on the Base website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

A. 16: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

A. 17: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.
A. 20: **INSURANCE**

B. During the term of the Agreement, the COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

Insurance requirements for general, automobile and professional liability may be satisfied by providing proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

Both parties acknowledge that FAIRCHILD AFB is self-insured.

A. 21: **SUPERSEDES**

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: **RCW 39.34 REQUIRED CLAUSES**

a. **PURPOSE:** See Section No. 1.

b. **DURATION:** See Section No. 2.

c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

d. **RESPONSIBILITIES OF THE PARTIES:** See provisions within Agreement Documents.
e. **AGREEMENT TO BE FILED:** See A.15.

f. **FINANCING:** See provisions within Agreement Documents.

g. **TERMINATION:** See Section No. 2.

h. **PROPERTY UPON TERMINATION:** See A.8
ATTACHMENT “B”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO FAIRCHILD AFB'S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B.1: FAIRCHILD AFB'S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The FAIRCHILD AFB hereby selects the following option as provided for in RCW 70A.205.040(3)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for FAIRCHILD AFB's solid waste management for inclusion in the Comprehensive Solid Waste Management Plan.

With regard to this option, the FAIRCHILD AFB:

a. Authorizes the COUNTY to prepare a plan for FAIRCHILD AFB's solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005),

b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,

c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,

d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,

e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of FAIRCHILD AFB and the COUNTY to Washington State Department of Ecology ("WDOE") for its approval under RCW & 70A.205.055, and

f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon FAIRCHILD AFB, subject to the fiscal restrictions documented in Section No. 3, in its solid waste management.

With regard to this option, the COUNTY:

a. Shall prepare a plan for FAIRCHILD AFB's solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012- Publication No. 10-07-005),
b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,

c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of FAIRCHILD AFB and the COUNTY to WDOE for its approval under RCW 70A.205.055, and

d. Shall pay for the all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY is preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto. The potential assessment of any gate fee as to FAIRCHILD AFB is expressly subject to the STIPULATIONS and the restrictions of Fiscal Law FAIRCHILD AFB is required to adhere to as is addressed in Section No. 3 of the Agreement.

(This space intentionally left blank.)
ATTACHMENT “C”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES' OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: FAIRCHILD AFB's OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

FAIRCHILD AFB joins the County Regional Solid Waste System. FAIRCHILD AFB hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, FAIRCHILD AFB will adopt and enforce the COUNTY's Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, FAIRCHILD AFB (i) shall designate the Spokane County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, FAIRCHILD AFB is designating the Spokane County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

C. 2: COUNTY'S OBLIGATIONS WITH REGARD TO THE SPOKANE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the Spokane County Regional Solid Waste System. COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. Any gate fee potentially assessed against FAIRCHILD AFB is expressly subject to the STIPULATIONS and to the fiscal restrictions set forth in Section No. 3 of the Agreement.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. FAIRCHILD AFB shall have the opportunity for representation on the SWAC during the term of its Agreement with the COUNTY.

The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

(1) assist in the development of programs and policies concerning solid waste handling and
(2) review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
(3) review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS
During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM
During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE
Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities and FAIRCHILD AFB.
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
SPOKANE COUNTY AND FAIRFIELD FOR SOLID WASTE TRANSFER AND DISPOSAL
AND OTHER MATTERS RELATED THERETO

THIS AMENDMENT, made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY” and the Town of Fairfield a municipal corporation of the State of Washington, having offices for the transaction of business at 218 E Main, Fairfield, Washington 99012, hereinafter referred to as “CITY”, jointly hereinafter referred to as the “PARTIES”.

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System (“System”) is administered by Spokane County. The System's facilities consist of four primary facilities: a waste-to-energy (“WTE”) facility, a transfer station in Spokane Valley (“Valley Transfer Station”), a transfer station in unincorporated north Spokane County (“North County Transfer Station”) (jointly referred to as the "Transfer Stations") and the North Side Landfill. The WTE facility and the North Side Landfill are operated and owned by the City of Spokane. The Transfer Stations are owned and operated by Spokane County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including unincorporated Spokane County, nine cities, and Fairchild Air Force Base. The Town of Fairfield is a member jurisdiction; and

WHEREAS, the Parties entered into an interlocal agreement for solid waste transfer and disposal and other related matters on November 13, 2014; and

WHEREAS, the term of said interlocal agreement will expire on December 31, 2021; and

WHEREAS, the interlocal agreement provides for extension of the agreement in five (5) year increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES;

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the above recitals which are incorporated herein by reference, and as authorized by RCW 70A.205.040and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

1. The term of the Agreement is extended for a period of five (5) years, and the Agreement shall therefore run to December 31, 2026.

2. The CITY extends its current authorization to the COUNTY to prepare, and periodically update, a plan for the CITY’s solid waste management for inclusion in the Spokane County Comprehensive Solid Waste Management Plan, pursuant to the provisions of RCW70A205.040(3)(c), through December 31, 2026.
3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of Washington.

4. Attachments “A”, “B”, and “C” to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 10th day of May 2022

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Chair

Vice-Chair

ATTEST:

Ginna Vasquez, Clerk of the Board

Commissioner

22-0324

DATED:____________________

ATTEST: By:____________________

Cheryl Buffle
City Clerk

Title: Mayor
ATTACHMENT "A"
GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. CITY shall mean the City executing this Agreement.

b. City/County Interlocal Agreement shall mean that agreement executed between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE ".

c. Comprehensive Solid Waste Management Plan or SCCSWMP shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. COUNTY shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. Flow Control Ordinance shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. Regional Cities or Signatory Regional City shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. County Regional Solid Waste System includes (1) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1) and (2) above.

h. Solid Waste shall mean all putrescible and nonputrescible solid and semisolid wastes
including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

i. **Transfer Stations** shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.

j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

A. 2: **NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

A. 3: **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

A. 4: **ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.
A. 5: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party’s officer or employee’s negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

COUNTY initials

CITY initials

A. 6: RELATIONSHIP OF THE PARTIES
The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

A. 10: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as
provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

A. 11: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

A. 16: EXECUTION AND APPROVAL
The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

A. 17: **COMPLIANCE WITH LAWS**

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: **NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: **NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. 20: **INSURANCE**

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.
Insurance requirements for general, automobile and professional liability may be satisfied by providing proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: RCW 39.34 REQUIRED CLAUSES

a. **PURPOSE:** See Section No. 1.

b. **DURATION:** See Section No. 2.

c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

d. **RESPONSIBILITIES OF THE PARTIES:** See provisions within Contract Documents.

e. **AGREEMENT TO BE FILED:** See A.15.

f. **FINANCING:** See provisions within Contract Documents.

g. **TERMINATION:** See Section No. 2.

h. **PROPERTY UPON TERMINATION:** See A.8
ATTACHMENT "B"

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY'S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B.1: CITY'S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY's solid waste management for inclusion in the Comprehensive Solid Waste Manage Plan.

With regard to this option, the CITY:

   a. Authorizes the COUNTY to prepare a plan for the CITY's solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005),

   b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,

   c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,

   d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,

   e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology ("WDOE") for its approval under RCW & 70A.205.055, and

   f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

   a. Shall prepare a plan for the CITY's solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local
Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005),

b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,

c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and

d. Shall pay for the all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY is preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

(This space intentionally left blank.)
ATTACHMENT “C”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES’ OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY’s OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The CITY joins the County Regional Solid Waste System. The CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY’s Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

C. 2: COUNTY’S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.
The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

(1) assist in the development of programs and policies concerning solid waste handling and disposal,
(2) review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
(3) review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300.

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS
During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM
During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE
Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND LATAH FOR SOLID WASTE TRANSFER AND DISPOSAL AND OTHER MATTERS RELATED THERETO

THIS AMENDMENT, made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY” and the Town of Latah a municipal corporation of the State of Washington, having offices for the transaction of business at 108 E Market, Washington 99018, hereinafter referred to as “CITY”, jointly hereinafter referred to as the “PARTIES”.

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System (“System”) is administered by Spokane County. The System's facilities consist of four primary facilities: a waste-to-energy (“WTE”) facility, a transfer station in Spokane Valley (“Valley Transfer Station”), a transfer station in unincorporated north Spokane County ("North County Transfer Station") (jointly referred to as the "Transfer Stations") and the North Side Landfill. The WTE facility and the North Side Landfill are operated and owned by the City of Spokane. The Transfer Stations are owned and operated by Spokane County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including unincorporated Spokane County, nine cities, and Fairchild Air Force Base. The Town of Latah is a member jurisdiction; and

WHEREAS, the Parties entered into an interlocal agreement for solid waste transfer and disposal and other related matters on April 4, 2014; and

WHEREAS, the term of said interlocal agreement will expire on December 31, 2021; and

WHEREAS, the interlocal agreement provides for extension of the agreement in five (5) year increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES;

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the above recitals which are incorporated herein by reference, and as authorized by RCW 70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

1. The term of the Agreement is extended for a period of five (5) years, and the Agreement shall therefore run to December 31, 2026.

2. The CITY extends its current authorization to the COUNTY to prepare, and periodically update, a plan for the CITY’s solid waste management for inclusion in the Spokane County Comprehensive Solid Waste Management Plan, pursuant to the provisions of RCW70A205.040(3)(c), through December 31, 2026.
3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of Washington.

4. Attachments “A”, “B”, and “C” to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 28th day of April, 2021.

______________________________
Chair

______________________________
Vice-Chair

______________________________
Commissioner

City Clerk

Title:

22-0324
3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of Washington.

4. Attachments “A”, “B”, and “C” to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 10th day of May 2022

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

Mary F. Kunz
Chair

A. Crivello
Vice-Chair

22-0324

DATED: April 7, 2022

CITY OF: Latah

ATTEST: By:

Ginna Vasquez, Clerk of the Board

Commissioner

City Clerk

Title: ____________________________
ATTACHMENT "A"
GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. CITY shall mean the City executing this Agreement.

b. City/County Interlocal Agreement shall mean that agreement executed between the City of Spokane and Spokane County entitled " INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE ".

c. Comprehensive Solid Waste Management Plan or SCCSWMP shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. COUNTY shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. Flow Control Ordinance shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. Regional Cities or Signatory Regional City shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. County Regional Solid Waste System includes (1) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1)
and (2) above.

h. **Solid Waste** shall mean all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

i. **Transfer Stations** shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.

j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

**A. 2: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

**A. 3: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**A. 4: ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a
portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.

A. 5: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

[Signatures]

COUNTY initials  CITY initials
A. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

A. 10: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.
A. 11: **VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: **SEVERABILITY**

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: **HEADINGS**

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: **TIME OF ESSENCE OF AGREEMENT**

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: **FILING**

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

A. 16: **EXECUTION AND APPROVAL**

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.
A. 17: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. 20: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

Insurance requirements for general, automobile and professional liability may be satisfied by providing proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031.
There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: RCW 39.34 REQUIRED CLAUSES

a. PURPOSE: See Section No. 1.

b. DURATION: See Section No. 2.

c. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.


e. AGREEMENT TO BE FILED: See A.15.

f. FINANCING: See provisions within Contract Documents.

g. TERMINATION: See Section No. 2.

h. PROPERTY UPON TERMINATION: See A.8
ATTACHMENT “B”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY’S SELECTION OF OPTION UNDER RCW 70A.205.040(3)70.95.080(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B.1: CITY’s SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY’s solid waste management for inclusion in the Comprehensive Solid Waste Manage Plan.

With regard to this option, the CITY:

a. Authorizes the COUNTY to prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012- Publication No.10-07-005),

b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,

c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,

d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,

e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology ("WDOE") for its approval under RCW & 70A.205.055, and

f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

a. Shall prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter
70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005),

b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,

c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and

d. Shall pay for the all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY is preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

(This space intentionally left blank.)
ATTACHMENT “C”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES’ OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY’s OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The CITY joins the County Regional Solid Waste System. The CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY’s Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

C. 2: COUNTY’S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.
The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

(1) assist in the development of programs and policies concerning solid waste handling and disposal,
(2) review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
(3) review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS
During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM
During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE
Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
SPokane COUNTY AND MEDICAL LAKE FOR SOLID WASTE TRANSFER AND
DISPOSAL AND OTHER MATTERS RELATED THERETO

THIS AMENDMENT, made and entered into by and between Spokane County, a political
subdivision of the State of Washington, having offices for the transaction of business at 1116 West
Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY” and the City
of Medical Lake, a municipal corporation of the State of Washington, having offices for the transaction
of business at S 124 LeFevre St, Medical Lake, Washington 99022, hereinafter referred to as “CITY”,
jointly hereinafter referred to as the “PARTIES”.

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System (“System”) is administered
by Spokane County. The System's facilities consist of four primary facilities: a waste-to-energy
("WTE") facility, a transfer station in Spokane Valley ("Valley Transfer Station"), a transfer station in
unincorporated north Spokane County ("North County Transfer Station") (jointly referred to as the
"Transfer Stations") and the North Side Landfill. The WTE facility and the North Side Landfill are
operated and owned by the City of Spokane. The Transfer Stations are owned and operated by Spokane
County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including
unincorporated Spokane County, nine cities, and Fairchild Air Force Base. The City of Medical Lake
is a member jurisdiction; and

WHEREAS, the Parties entered into an interlocal agreement for solid waste transfer and
disposal and other related matters on November 13, 2014; and

WHEREAS, the term of said interlocal agreement will expire on December 31, 2021; and

WHEREAS, the interlocal agreement provides for extension of the agreement in five (5)
years increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual
written agreement of the PARTIES;

NOW, THEREFORE, for and in consideration of the mutual promises set forth
hereinafter, the above recitals which are incorporated herein by reference, and as authorized by
RCW 70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

1. The term of the Agreement is extended for a period of five (5) years, and the Agreement
shall therefore run to December 31, 2026.

2. The CITY extends its current authorization to the COUNTY to prepare, and periodically
update, a plan for the CITY’s solid waste management for inclusion in the Spokane County
Comprehensive Solid Waste Management Plan, pursuant to the provisions of RCW 70A.205.040(3)(c), through December 31, 2026.
3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of Washington.

4. Attachments "A", "B", and "C" to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 10th day of March 2022

Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

Chair

Vice-Chair

Commissioner

DATED: March 1, 2022

CITY OF: Medical Lake

ATTEST:

By:}

Title: Mayor
ATTACHMENT "A"
GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. CITY shall mean the City executing this Agreement.

b. City/County Interlocal Agreement shall mean that agreement executed between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE ".

c. Comprehensive Solid Waste Management Plan or SCCSWMP shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. COUNTY shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. Flow Control Ordinance shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. Regional Cities or Signatory Regional City shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. County Regional Solid Waste System includes (1) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1) and (2) above.
h. **Solid Waste** shall mean all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

i. **Transfer Stations** shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.

j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

A. **2: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

A. **3: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

A. **4: ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a
portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.

A. 5: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party’s officer or employee’s negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

COUNTY initials

CITY initials

Page 5 of 13
A. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: ALL WRITINGS CONTAINED HEREBIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

A. 10: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of
the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

A. 11: **VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereeto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: **SEVERABILITY**

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void in so far as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: **HEADINGS**

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: **TIME OF ESSENCE OF AGREEMENT**

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: **FILING**

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

A. 16: **EXECUTION AND APPROVAL**
The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

A. 17: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or in direct, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. 20: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker’s Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers’ compensation coverage for all their subject workers and Employer’s Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.
Insurance requirements for general, automobile and professional liability may be satisfied by providing proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: RCW 39.34 REQUIRED CLAUSES

a. PURPOSE: See Section No. 1.

b. DURATION: See Section No. 2.

c. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.


e. AGREEMENT TO BE FILED: See A.15.

f. FINANCING: See provisions within Contract Documents.

g. TERMINATION: See Section No. 2.

h. PROPERTY UPON TERMINATION: See A.8
SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY’S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B.1: CITY’s SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY’s solid waste management for inclusion in the Comprehensive Solid Waste Manage Plan.

With regard to this option, the CITY:

a. Authorizes the COUNTY to prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No.10-07-005),

b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,

c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,

d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,

e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology ("WDOE") for its approval under RCW & 70A.205.055, and

f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

a. Shall prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local
b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,

c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and

d. Shall pay for the all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY is preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

(This space intentionally left blank.)
ATTACHMENT “C”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES’ OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY’s OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The CITY joins the County Regional Solid Waste System. The CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY’s Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY shall designate the County Regional Solid Waste System as its sole disposal site at all times. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence. Provided, however, biosolids generated by the CITY’s Water Reclamation Facility shall be excluded from the COUNTY’s Flow Control Ordinance.

C. 2: COUNTY’S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.
The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

1. assist in the development of programs and policies concerning solid waste handling and disposal,
2. review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
3. review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C.3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS
During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C.4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM
During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C.5: PAYMENTS FROM THE CITY OF SPOKANE
Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("City Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
SPOKANE COUNTY AND MILLWOOD FOR SOLID WASTE TRANSFER AND
DISPOSAL AND OTHER MATTERS RELATED THERETO

THIS AMENDMENT, made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY” and the City of Millwood a municipal corporation of the State of Washington, having offices for the transaction of business at 9103 E Frederick Avenue, Millwood, Washington 99206, hereinafter referred to as “CITY”, jointly hereinafter referred to as the “PARTIES”.

RECLUS:

WHEREAS, the Spokane County Regional Solid Waste System ("System") is administered by Spokane County. The System's facilities consist of four primary facilities: a waste-to-energy ("WTE") facility, a transfer station in Spokane Valley ("Valley Transfer Station"), a transfer station in unincorporated north Spokane County ("North County Transfer Station") (jointly referred to as the "Transfer Stations") and the North Side Landfill. The WTE facility and the North Side Landfill are operated and owned by the City of Spokane. The Transfer Stations are owned and operated by Spokane County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including unincorporated Spokane County, nine cities, and Fairchild Air Force Base. The City of Millwood is a member jurisdiction; and

WHEREAS, the Parties entered into an interlocal agreement for solid waste transfer and disposal and other related matters on October 14, 2014; and

WHEREAS, the term of said interlocal agreement will expire on December 31, 2021; and

WHEREAS, the interlocal agreement provides for extension of the agreement in five (5) year increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES;

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the above recitals which are incorporated herein by reference, and as authorized by RCW 70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

1. The term of the Agreement is extended for a period of five (5) years, and the Agreement shall therefore run to December 31, 2026.

2. The CITY extends its current authorization to the COUNTY to prepare, and periodically update, a plan for the CITY’s solid waste management for inclusion in the Spokane County Comprehensive Solid Waste Management Plan, pursuant to the provisions of RCW70A205.040(3)(c), through December 31, 2026.
3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of Washington.

4. Attachments “A”, “B”, and “C” to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 14th day of December 2021.

Ginna Vasquez, Clerk of the Board

22-0324

DATED: 12/14/2021 CITY OF: Millwood

ATTEST: By: Kevin M. Freeman

Christina Janssen
City Clerk

Title: Mayor
ATTACHMENT "A"
GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. CITY shall mean the City executing this Agreement.

b. City/County Interlocal Agreement shall mean that agreement executed between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE ".

c. Comprehensive Solid Waste Management Plan or SCCSWMP shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. COUNTY shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. Flow Control Ordinance shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. Regional Cities or Signatory Regional City shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. County Regional Solid Waste System includes (1) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1) and (2) above.
h. **Solid Waste** shall mean all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

i. **Transfer Stations** shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.

j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

A. 2: **NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

A. 3: **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

A. 4: **ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a
portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.

A. 5: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

[Signatures]
COUNTY initials

CITY initials

Page 5 of 13
A. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

A. 10: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of
the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

A. 11: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY’s website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY’s website or other electronically retrievable public source.

A. 16: EXECUTION AND APPROVAL
The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

A. 17: **COMPLIANCE WITH LAWS**

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: **NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: **NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. 20: **INSURANCE**

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.
Insurance requirements for general, automobile and professional liability may be satisfied by providing proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: RCW 39.34 REQUIRED CLAUSES

a. PURPOSE: See Section No. 1.

b. DURATION: See Section No. 2.

c. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.


e. AGREEMENT TO BE FILED: See A.15.

f. FINANCING: See provisions within Contract Documents.

g. TERMINATION: See Section No. 2.

h. PROPERTY UPON TERMINATION: See A.8
ATTACHMENT “B”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY’S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B.1: CITY’s SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY’s solid waste management for inclusion in the Comprehensive Solid Waste Manage Plan.

With regard to this option, the CITY:

a. Authorizes the COUNTY to prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No.10-07-005),

b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,

c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,

d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,

e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology ('WDOE') for its approval under RCW & 70A.205.055, and

f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

a. Shall prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local
Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005),

b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,

c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and

d. Shall pay for the all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY is preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

(This space intentionally left blank.)
ATTACHMENT “C”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES' OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY's OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The CITY joins the County Regional Solid Waste System. The CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY's Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence. Provided, however, paper sludge, ash, biosolids, and other solid wastes generated in relation to their industrial processes, generated by Inland Empire Paper Company through its proper management of recycling of wastes shall be excluded from the COUNTY’s Flow Control Ordinance.

C. 2: COUNTY'S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board
of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.

The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

(1) assist in the development of programs and policies concerning solid waste handling and disposal,
(2) review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
(3) review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS
During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM
During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a "Community Clean-up Program" as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE
Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND ROCKFORD FOR SOLID WASTE TRANSFER AND DISPOSAL AND OTHER MATTERS RELATED THERETO

THIS AMENDMENT, made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99206, hereinafter referred to as “COUNTY” and the Town of Rockford, a municipal corporation of the State of Washington, having offices for the transaction of business at Washington 99350, hereinafter referred to as “CITY”, jointly hereinafter referred to as the “PARTIES”.

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System (“System”) is administered by Spokane County. The System’s facilities consist of four primary facilities: a waste-to-energy ("WTE") facility, a transfer station in Spokane Valley ("Valley Transfer Station"), a transfer station in unincorporated north Spokane County ("North County Transfer Station") (jointly referred to as the "Transfer Stations") and the North Side Landfill. The WTE facility and the North Side Landfill are operated and owned by the City of Spokane. The Transfer Stations are owned and operated by Spokane County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including unincorporated Spokane County, nine cities, and Fairchild Air Force Base. The Town of Rockford is a member jurisdiction; and

WHEREAS, the Parties entered into an interlocal agreement for solid waste transfer and disposal and other related matters on November 13, 2014; and

WHEREAS, the term of said interlocal agreement will expire on December 31, 2021; and

WHEREAS, the interlocal agreement provides for extension of the agreement in five (5) year increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES;

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the above recitals which are incorporated herein by reference, and as authorized by RCW 70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

1. The term of the Agreement is extended for a period of five (5) years, and the Agreement shall therefore run to December 31, 2026.

2. The CITY extends its current authorization to the COUNTY to prepare, and periodically update, a plan for the CITY’s solid waste management for inclusion in the Spokane County Comprehensive Solid Waste Management Plan, pursuant to the provisions of RCW70A205.040(3)(c), through December 31, 2026.
3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of Washington.

4. Attachments “A”, “B”, and “C” to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 15th day of December 2021.

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

Mary E. Kuney
Chair

Ollie Breck
Vice-Chair

Commissioner

22-0324

DATED: __________________________

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

TOWN OF ROCKFORD

By: __________________________

MAYOR

Ginna Vasquez, Clerk of the Board

City Clerk
ATTACHMENT "A"
GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. CITY shall mean the City executing this Agreement.

b. City/County Interlocal Agreement shall mean that agreement executed between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE ".

c. Comprehensive Solid Waste Management Plan or SCCSWMP shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. COUNTY shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. Flow Control Ordinance shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. Regional Cities or Signatory Regional City shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. County Regional Solid Waste System includes (I) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (I) and (2) above.

h. Solid Waste shall mean all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage
sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

i. **Transfer Stations** shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024 .9027 including all structures and site improvements.

j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

**A. 2: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

**A. 3: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**A. 4: ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.
A. 5: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party’s officer or employee’s negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

COUNTY initials

CITY initials

A. 6: RELATIONSHIP OF THE PARTIES
The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

A. 10: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.
A. 11: **VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereof, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: **SEVERABILITY**

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: **HEADINGS**

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: **TIME OF ESSENCE OF AGREEMENT**

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: **FILING**

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

A. 16: **EXECUTION AND APPROVAL**

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.
A. 17: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. 20: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

   a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers’ compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

   b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

   c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

   d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

Insurance requirements for general, automobile and professional liability may be satisfied by providing proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031
There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: RCW 39.34 REQUIRED CLAUSES

a. **PURPOSE:** See Section No. 1.

b. **DURATION:** See Section No. 2.

c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

d. **RESPONSIBILITIES OF THE PARTIES:** See provisions within Contract Documents.

e. **AGREEMENT TO BE FILED:** See A.15.

f. **FINANCING:** See provisions within Contract Documents.

g. **TERMINATION:** See Section No. 2.

h. **PROPERTY UPON TERMINATION:** See A.8
ATTACHMENT “B”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY’S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B.1: CITY’s SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY’s solid waste management for inclusion in the Comprehensive Solid Waste Manage Plan.

With regard to this option, the CITY:

a. Authorizes the COUNTY to prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No.10-07-005),

b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,

c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,

d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,

e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology (‘WDOE’) for its approval under RCW &) 70A.205.055, and

f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

a. Shall prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local
Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005),

b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,

c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and

d. Shall pay for the all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY is preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

(This space intentionally left blank.)
ATTACHMENT “C”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES' OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY’s OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The CITY joins the County Regional Solid Waste System. The CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY’s Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

C. 2: COUNTY’S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.
The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

(1) assist in the development of programs and policies concerning solid waste handling and disposal,
(2) review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
(3) review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS
During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM
During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE
Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
SPOKANE COUNTY AND SPANGLE FOR SOLID WASTE TRANSFER AND DISPOSAL
AND OTHER MATTERS RELATED THERETO

THIS AMENDMENT, made and entered into by and between Spokane County, a political
subdivision of the State of Washington, having offices for the transaction of business at 1116 West
Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY” and the Town
of Spangle, a municipal corporation of the State of Washington, having offices for the transaction of
business at Spangle Washington 99031, hereinafter referred to as “CITY”,
jointly hereinafter referred to as the “PARTIES”.

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System (“System”) is administered
by Spokane County. The System’s facilities consist of four primary facilities: a waste-to-energy
("WTE") facility, a transfer station in Spokane Valley ("Valley Transfer Station"), a transfer station in
unincorporated north Spokane County ("North County Transfer Station") (jointly referred to as the
"Transfer Stations") and the North Side Landfill. The WTE facility and the North Side Landfill are
operated and owned by the City of Spokane. The Transfer Stations are owned and operated by Spokane
County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including
unincorporated Spokane County, nine cities, and Fairchild Air Force Base. The Town of Spangle is a
member jurisdiction; and

WHEREAS, the Parties entered into an interlocal agreement for solid waste transfer and
disposal and other related matters on November 13, 2014; and

WHEREAS, the term of said interlocal agreement will expire on December 31, 2021; and

WHEREAS, the interlocal agreement provides for extension of the agreement in five (5)
year increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual
written agreement of the PARTIES;

NOW, THEREFORE, for and in consideration of the mutual promises set forth
hereinafter, the above recitals which are incorporated herein by reference, and as authorized by
RCW 70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

1. The term of the Agreement is extended for a period of five (5) years, and the Agreement
shall therefore run to December 31, 2026.

2. The CITY extends its current authorization to the COUNTY to prepare, and periodically
update, a plan for the CITY’s solid waste management for inclusion in the Spokane County
Comprehensive Solid Waste Management Plan, pursuant to the provisions of
RCW70A205.040(3)(c), through December 31, 2026.
3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of Washington.

4. Attachments "A", "B", and "C" to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 13th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Chair,

Vice-Chair

Commissioner

Ginna Vasquez, Clerk of the Board

DATED: 12/13/21

CITY OR: Spangle

By: Peggy Mearns

Title:______________________

Page 2 of 13
ATTACHMENT "A"
GENERAL TERMS AND CONDITIONS

A. 1: **DEFINITIONS**

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. **CITY** shall mean the City executing this Agreement.

b. **City/County Interlocal Agreement** shall mean that agreement executed between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE ".

c. **Comprehensive Solid Waste Management Plan or SCCSWMP** shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. **COUNTY** shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. **Flow Control Ordinance** shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. **Regional Cities or Signatory Regional City** shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. **County Regional Solid Waste System** includes (1) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1) and (2) above.
h. **Solid Waste** shall mean all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

i. **Transfer Stations** shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.

j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

A. 2: **NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

A. 3: **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

A. 4: **ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a
portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.

A. 5: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

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If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

COUNTY initials  CITY initials

Page 5 of 13
A. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with either party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary. Upon termination, the COUNTY shall own the County Regional Solid Waste System and all of its assets.

A. 9: ALL WRITINGS CONTAINED HEREREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

A. 10: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of
the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

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This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: **SEVERABILITY**

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: **HEADINGS**

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: **TIME OF ESSENCE OF AGREEMENT**

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: **FILING**

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

A. 16: **EXECUTION AND APPROVAL**
The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

A. 17: **COMPLIANCE WITH LAWS**

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: **NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: **NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. 20: **INSURANCE**

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.
Insurance requirements for general, automobile and professional liability may be satisfied by providing proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: RCW 39.34 REQUIRED CLAUSES

a. PURPOSE: See Section No. 1.

b. DURATION: See Section No. 2.

c. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.


e. AGREEMENT TO BE FILED: See A.15.

f. FINANCING: See provisions within Contract Documents.

g. TERMINATION: See Section No. 2.

h. PROPERTY UPON TERMINATION: See A.8
ATTACHMENT “B”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY’S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B.1: CITY’s SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY’s solid waste management for inclusion in the Comprehensive Solid Waste Manage Plan.

With regard to this option, the CITY:

a. Authorizes the COUNTY to prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No.10-07-005),

b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,

c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,

d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,

e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology ("WDOE") for its approval under RCW & 70A.205.055, and

f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

a. Shall prepare a plan for the CITY’s solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local
b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,

c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and

d. Shall pay for the all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY is preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

(This space intentionally left blank.)
ATTACHMENT “C”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES’ OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY's OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The CITY joins the County Regional Solid Waste System. The CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY's Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

C. 2: COUNTY’S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.
The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

1. assist in the development of programs and policies concerning solid waste handling and disposal,
2. review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
3. review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300.

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS
During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM
During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE
Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
SPokane COUNTY AND WAVERLY FOR SOLID WASTE TRANSFER AND DISPOSAL
AND OTHER MATTERS RELATED THERETO

THIS AMENDMENT, made and entered into by and between Spokane County, a political
subdivision of the State of Washington, having offices for the transaction of business at 1116 West
Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY” and the
Town of Waverly, a municipal corporation of the State of Washington, having offices for the
transaction of business at 255 N Commercial St, Waverly, Washington 99039, hereinafter referred to
as “CITY”, jointly hereinafter referred to as the “PARTIES”.

RECITALS:

WHEREAS, the Spokane County Regional Solid Waste System (“System”) is administered
by Spokane County. The System's facilities consist of four primary facilities: a waste-to-energy
("WTE") facility, a transfer station in Spokane Valley ("Valley Transfer Station"), a transfer station
in unincorporated north Spokane County ("North County Transfer Station") (jointly referred to as the
"Transfer Stations") and the North Side Landfill. The WTE facility and the North Side Landfill are
operated and owned by the City of Spokane. The Transfer Stations are owned and operated by
Spokane County; and

WHEREAS, there are currently 11-member jurisdictions of the System, including
unincorporated Spokane County, nine cities, and Fairchild Air Force Base. The Town of Waverly is
a member jurisdiction; and

WHEREAS, the Parties entered into an interlocal agreement for solid waste transfer and
disposal and other related matters on February 3, 2015; and

WHEREAS, the term of said interlocal agreement will expire on December 31, 2021; and

WHEREAS, the interlocal agreement provides for extension of the agreement in five (5)
year increments for a period of twenty (20) years, or terms otherwise agreed upon, by mutual written
agreement of the PARTIES;

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter,
the above recitals which are incorporated herein by reference, and as authorized by RCW
70A.205.040 and chapter 39.34 RCW, the PARTIES do mutually agree as follows:

1. The term of the Agreement is extended for a period of five (5) years, and the Agreement
shall therefore run to December 31, 2026.

2. The CITY extends its current authorization to the COUNTY to prepare, and periodically
update, a plan for the CITY’s solid waste management for inclusion in the Spokane
County Comprehensive Solid Waste Management Plan, pursuant to the provisions of
RCW70A205.040(3)(c), through December 31, 2026.
3. All references in the Agreement to RCW 70.95.080 are modified to refer to RCW 70A.205.040, recognizing the renumbering that has occurred for these provisions within the Revised Code of Washington.

4. Attachments “A”, “B”, and “C” to the Agreement have been updated, are attached hereto, and these updated attachments shall become effective upon execution of this Amendment.

5. All other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

PASSED AND ADOPTED this 8 day of November 2021.

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

Chair
Mary K. Kuney

Vice-Chair
V. French

Commissioner

Ginna Vasquez, Clerk of the Board
dated 5-10-2022

22-0324

DATED:__________________________

ATTEST:_________________________

CITY OF:_______________________

By:_____________________________

Title:___________________________

City Clerk
ATTACHMENT "A"

GENERAL TERMS AND CONDITIONS

A. 1: DEFINITIONS

As used in this Agreement, the following words shall have the following meanings, unless the context dictates otherwise:

a. CITY shall mean the City executing this Agreement.

b. City/County Interlocal Agreement shall mean that agreement executed between the City of Spokane and Spokane County entitled " INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING TRANSFER AND DISPOSAL OF SOLID WASTE ".

c. Comprehensive Solid Waste Management Plan or SCCSWMP shall have the same meaning as set forth in chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005) as they presently exist or as they may be hereinafter amended.

d. COUNTY shall mean Spokane County or any vendor contracted with by the COUNTY for services related to the management of solid waste.

e. Flow Control Ordinance shall mean Ordinance No. 85-0398 of the COUNTY, adopted on May 14, 1985, as amended under Resolution No. 88-1268 of the County adopted on December 20, 1988; Resolution No. 92-1500 of the COUNTY adopted on October 20, 1992 and under Resolution No. 14-0879, and as may be further amended from time to time.

f. Regional Cities or Signatory Regional City shall mean all incorporated cities and towns in Spokane County executing this Agreement to participate in the County Regional Solid Waste System.

g. County Regional Solid Waste System includes (1) transfer and disposal of all solid waste collected at the Transfer Stations for all of unincorporated Spokane County as well as transfer and disposal of all solid waste collected at the Transfer Stations for incorporated municipalities in Spokane County who have executed an interlocal agreement with Spokane County to participate in the County Regional Solid Waste System, (2) ancillary services related to solid waste management as required under chapter RCW 70A.205 as well as litter control, and (3) all facilities associated with the performance of the activities addressed in (1)
and (2) above.

h. **Solid Waste** shall mean all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

i. **Transfer Stations** shall mean the solid waste facility known as the North County Transfer Station, located at 22123 North Elk-Chattaroy Road, Colbert, WA 99005, Spokane County Assessor Parcel No. 37036.9060, and the solid waste facility known as the Valley Transfer Station, located at 3941 North Sullivan, Spokane Valley, WA 99206, Spokane County Assessor Parcel No. 45024.9027 including all structures and site improvements.

j. **Waste To Energy Facility or Facility or WTE** shall mean that solid waste facility located at 2900 South Geiger Boulevard, Spokane, WA 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

k. **Gate Fee** shall mean the amounts charged per ton or per vehicle of solid waste by the City of Spokane or the COUNTY for disposal of solid waste by customers at the Waste To Energy Facility and at the Transfer Stations. Customers include private self-haulers and commercial haulers who bring solid waste to the facilities. The gate fee charged by either the City of Spokane or the COUNTY shall be inclusive of all costs, including applicable taxes.

All other capitalized terms used herein, which are not defined, shall have the same meaning given in the City/County Interlocal Agreement.

**A. 2: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.

**A. 3: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**A. 4: ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a
portion of the preparation of the SCSWMP or maintenance and operation of the County Regional Solid Waste System.

A. 5: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

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If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

COUNTY initials  CITY initials
A. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and the right to control the particular manner, method and means in which COUNTY obligations are performed is solely within the discretion of the COUNTY. Any and all employees of the County who provide obligations to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

A. 7: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

A. 8: PROPERTY AND EQUIPMENT

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A. 9: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

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Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.
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This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

A. 12: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

A. 13: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

A. 14: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

A. 15: FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

A. 16: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.
A. 17: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

A. 18: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

A. 19: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or in directly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. 20: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall maintain in force at its own expense, each insurance noted below:

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than $1,000,000.

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

d. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

Insurance requirements for general, automobile and professional liability may be satisfied by providing proof of insurance with membership in an authorized Risk Pool formed under and meeting the requirements of RCW 48.62.031
There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from entity or its insurer(s) to the other entity.

A. 21: **SUPERSEDES**

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

A. 22: **RCW 39.34 REQUIRED CLAUSES**

a. **PURPOSE:** See Section No. 1.

b. **DURATION:** See Section No. 2.

c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

d. **RESPONSIBILITIES OF THE PARTIES:** See provisions within Contract Documents.

e. **AGREEMENT TO BE FILED:** See A.15.

f. **FINANCING:** See provisions within Contract Documents.

g. **TERMINATION:** See Section No. 2.

h. **PROPERTY UPON TERMINATION:** See A.8
ATTACHMENT "B"

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY'S SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

B.1: CITY's SELECTION OF OPTION UNDER RCW 70A.205.040(3) IN CONJUNCTION WITH COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

The CITY hereby selects the following option as provided for in RCW 70A.205.040(3)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY's solid waste management for inclusion in the Comprehensive Solid Waste Manage Plan.

With regard to this option, the CITY:

a. Authorizes the COUNTY to prepare a plan for the CITY's solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005),

b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,

c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,

d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,

e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology ("WDOE") for its approval under RCW & 70A.205.055, and

f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

a. Shall prepare a plan for the CITY's solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local
70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012-Publication No. 10-07-005),

b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,

c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and

d. Shall pay for all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY in preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

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ATTACHMENT “C”

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES’ OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY's OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The CITY joins the County Regional Solid Waste System. The CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY’s Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

C. 2: COUNTY’S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.
The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

(1) assist in the development of programs and policies concerning solid waste handling and disposal,
(2) review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
(3) review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS
During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM
During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a “Community Clean-up Program” as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE
Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.
Appendix M

References
Appendix M
References


Spokane County, WA. (n.d.). *Spokane County Transfer Stations*. Retrieved from Spokane County: https://www.spokanecounty.org/4637/Spokane-County-Transfer-Stations


Appendix N

Glossary
Appendix N
Glossary

3 Rs  Reduce, Reuse Recycle
AFB  Airforce Base
BMP  Best Management Practice
BNSF Burlington Northern Santa Fe
C&D  Construction and Demolition
CAP  Cleanup Action Plan
CDL/I  Construction, Demolition, Land clearing and Inert Waste
CESQGs Conditionally Exempt Small Quantity Generators
CIP  Capital improvements plan
CLCP  Community Litter Cleanup Programs
CO  Carbon Monoxide
CPI  Consumer Price Index
CROP  Contamination reduction and Outreach Plan
CSI  Center for Sustainable Infrastructure
DEQ  Department of Environmental Quality
DNS  Determination of non-significance
DoD  Department of Defense
e.g. Exempli Gratia
EPA  Environmental Protection Agency
EPR  Extended Producer Responsibility
EWRSEF Eastern Washington Regional Science and Engineering Fair
FAA  Federal Aviation Administration
FAFB  Fairchild Air Force Base
HDPE  High Density Polyurethane
HHW  Household Hazardous Waste
i.e. Id Est
IA  Interim Action
IEP  Inland Empire Paper Company
ILA  Interlocal Agreement
LSWFA Local Solid Waste Financial Assistance
MEK  Methyl Ethyl Ketone
MFS  Minimum Functional Standards
mil One Thousandth of an Inch
MRF  Material Recovery Facility
MRW  Moderate Risk Waste
MRW Plan Moderate Risk Waste Management Plan
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>MSW</td>
<td>Municipal Solid Waste</td>
</tr>
<tr>
<td>MTCA</td>
<td>Model Toxics Control Act</td>
</tr>
<tr>
<td>NPL</td>
<td>National Priorities List</td>
</tr>
<tr>
<td>NSLF</td>
<td>Northside Landfill</td>
</tr>
<tr>
<td>OFM</td>
<td>Washington State Office of Financial Management</td>
</tr>
<tr>
<td>P&amp;T</td>
<td>Pump and Treat</td>
</tr>
<tr>
<td>PAYT</td>
<td>Pay As You Throw</td>
</tr>
<tr>
<td>PCE</td>
<td>Perchloroethylene</td>
</tr>
<tr>
<td>PET</td>
<td>Polyethylene Terephthalate</td>
</tr>
<tr>
<td>RCRA</td>
<td>Resource Conservation and Recovery Act</td>
</tr>
<tr>
<td>RCW</td>
<td>Revised Code of Washington</td>
</tr>
<tr>
<td>RI/FS</td>
<td>Remedial Investigation/Feasibility Study</td>
</tr>
<tr>
<td>ROD</td>
<td>Record of Decision</td>
</tr>
<tr>
<td>SCRSWS</td>
<td>Spokane County Regional Solid Waste System</td>
</tr>
<tr>
<td>SEPA</td>
<td>State Environmental Policy Act</td>
</tr>
<tr>
<td>SF</td>
<td>Square Foot</td>
</tr>
<tr>
<td>SIC</td>
<td>Stakeholder Input Committee</td>
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<tr>
<td>SMaRT</td>
<td>Spokane Materials and Recycling Technology</td>
</tr>
<tr>
<td>SRCAA</td>
<td>Spokane Regional Clean Air Agency</td>
</tr>
<tr>
<td>SRF</td>
<td>Spokane River Forum</td>
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<tr>
<td>SRHD</td>
<td>Spokane Regional Health District</td>
</tr>
<tr>
<td>SWAC</td>
<td>Solid Waste Advisory Committee</td>
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<tr>
<td>TCA</td>
<td>Trichloroethane</td>
</tr>
<tr>
<td>UGA</td>
<td>Urban Growth Area</td>
</tr>
<tr>
<td>UP</td>
<td>Union Pacific</td>
</tr>
<tr>
<td>VOC</td>
<td>Volatile Organic Compound</td>
</tr>
<tr>
<td>WACSWM</td>
<td>Washington Association of County Solid Waste Managers</td>
</tr>
<tr>
<td>WDOE</td>
<td>Washington Department of Ecology</td>
</tr>
<tr>
<td>WSDA</td>
<td>Washington State Department of Agriculture</td>
</tr>
<tr>
<td>WTE</td>
<td>Waste to Energy</td>
</tr>
<tr>
<td>WUTC</td>
<td>Washington State Utilities and Transportation, Commission</td>
</tr>
</tbody>
</table>
Actions (Plan): Detailed plan outlining actions needed to reach one or more goals.

Aquifer: A body of permeable rock which can contain or transmit groundwater.

Beneficial Use: According to Chapter 173-350 WAC, includes the use of solid waste as an effective substitute for natural or commercial products, or as a soil amendment, in a manner that does not pose a threat to human health or the environment and when approved in accordance with Chapters 173-250-200 or 173-350-230 WAC. The use of solid waste as fill or avoidance of processing or disposal cost alone, does not constitute beneficial use.

Biomedical Waste: (1) animal waste, (2) biosafety level 4 disease waste, (3) cultures and stocks, (4) human blood and blood products, (5) pathological waste, (6) sharps waste


C&D (construction and demolition waste): Materials delivered to privately operated inert and demolition facilities for recycling/diversion or disposal that is largely inert waste, resulting from construction and demolition activities or land-clearing activities in the County.

Circular Economy: An economic system aimed at eliminating waste and the continual use of resources

Closed Landfill: A landfill in which solid waste is no longer being placed.

Cogeneration: The generation of electricity and other energy jointly.

Collection and transport (Waste): includes: (1) curbside collection of residential waste; (2) collection of waste from businesses and institutions; and (3) self-haul customers (both residents and businesses) transporting their solid waste to a transfer facility (transfer station or drop box site) or WTE Facility

Commingled-Recycling: System in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the depositor into separate commodities.

Commercial Collection/Transport (Waste): Commercial services include curbside residential pick up; commercial, industrial, and institutional pick up and drop box pick up.

Commercial: Waste hauled by contracted or municipally operated vehicles in which 80% or more of the waste is from multifamily residences with five or more units, or institutional, commercial, or industrial sources.

Compost: Controlled biological decomposition of organic material.

Contaminated Soils: Soils which contain harmful substances but are not designated as dangerous wastes.

Corrosive: Tending to cause corrosion

Contaminated Soils: Contaminated soils are materials containing contaminants (fuel oil, gasoline, other volatile hydrocarbons, or other hazardous substances) at concentrations that could
negatively impact the existing quality of air, waters of the state, soils or sediments, or pose a threat to the health of humans or other living organisms.

**Dangerous Wastes:** Solid waste designated as dangerous waste by the department under Chapter 173-303 WAC.

**Disposal (waste):** The final disposal destination for waste that has been collected/transported and transferred.

**Disposed waste:** The residual waste thrown away by all customers after materials have been diverted from the waste stream. This is the waste that is ultimately sent to a landfill or the WTE facility.

**Diversion (Waste):** Diversion does not reduce the amount of waste produced, but reduces the amount being disposed of or incinerated by diverting material from disposal sites through reuse and recycling.

**Diverted wastes:** Waste types that are differentiated into recyclables or other divertible, which are defined as follows:

**Electronic Waste (E-waste):** Electronics that contain hazardous materials.

**Energy Recovery:** Recovery of energy in a useable form from mass burning of refuse.

**EnviroCertified Program:** A program that recognizes environmentally responsible business practices.

**Flammable:** Easily set on fire.

**Flow Control:** Authority to direct solid wastes to specific facilities

**Goals (Plan):** The end towards which effort is directed.

**Grasscycling:** Leaving grass clippings on the lawn rather than collecting them to provide nutrients and reduce the need for fertilizer.

**Groundwater:** Part of a subsurface water that is in the zone of saturation.

**Gypsum:** A mineral that makes up drywall

**Hog Fuel:** Woody materials that have been ground to a smaller size for use as a fuel.

**Household Hazardous Waste:** Also known as Moderate Risk Waste; it is dangerous waste that is produced by households

**Impermeable:** Not allowing fluid to pass through.

**Incineration:** Reducing of volume of solid waste by using controlled flame combustion.

**Incorporated:** To be contained as part of a whole; included.
**Inert Waste:** Waste which is neither chemically nor biologically reactive and will not decompose or only very slowly.

**Intermodal Facility:** Facility operated for the purpose of transporting closed containers of waste.

**Leachate:** Water that has percolated through solid waste and leached out some of the constituents.

**Limited Purpose (Landfill):** A landfill that is not an inert waste landfill and receives or has received only solid wastes designated as nonhazardous and are not municipal solid wastes.

**Material Recovery Facility:** Facility that collects and processes single source recycling.

**Member Jurisdiction:** A city/town that participates in the Spokane County Regional Solid Waste System

**Miscellaneous (waste):** Asbestos, incinerator ash from the WTE facility, contaminated soils, biomedical waste and MRW

**Miscellaneous waste:** Includes agricultural waste, asbestos waste, ash from the WTE Facility, biomedical waste, biosolids, contaminated soils, and septic tank waste.

**Moderate Risk Waste:** Also known as Household Hazardous Waste; it is dangerous waste that is produced by households

**Monofill:** Landfills that are intended to be used for only one type of waste.

**MRW (moderate risk waste):** Includes hazardous waste produced by households and by businesses and institutions in small quantities below the small quantity generation status thresholds.

**MSW (municipal solid waste):** Wastes generated by households and businesses that are commonly delivered to the transfer stations and directly to the WTE Facility for disposal or are recycled/diverted or composted through various means. Included in MSW are small quantities of special wastes and residential MRW, as well as C&D waste delivered in small quantities to the County waste handling facilities.

**Non-processible Waste:** Solid waste that is delivered to and accepted at the facility, but is not processable due to it's character, size, or composition.

**Organics:** Relating to or derived from living matter.

**Other Divertible:** Materials that are separated for reuse, composting, land application, or energy recovery that are not categorized as Recyclables, such as wood debris, yard waste, furniture, asphalt and concrete, used oil, etc. This does not include general MSW that is sent to the WTE facility for energy recovery.

**Poison:** A substance that is capable of causing the illness or death of a living organism when introduced or absorbed.

**Post-closure:** A period of time
**Product Stewardship:** An environmental management strategy that directs those involved in the design, production, sale and use of a product to take responsibility for minimizing the product's impact to human health and the natural environment.

**Putrescible:** Liable to decay

**Recyclables:** Materials that are separated for traditional recycling such as paper, plastics, metals, etc.

**Recycling:** The action or process of converting waste into reusable material.

**Reduction (Waste):** Waste reduction can be defined as reducing initial consumption that creates waste. It can also refer to the reduction of toxics in the community and environment.

**Residential:** Waste hauled by contracted or municipally operated vehicles in which 80% or more of the waste is from single-family and/or multifamily residence with fewer than five units.

**Reuse (Waste):** Waste reuse can be defined as when products or components are used again for the same or another purpose for which they were conceived.

**Self Haul Transport (Waste):** Residents and contractors hauling waste themselves from their businesses or residences.

**Self-hauled C&D (construction and demolition waste):** Waste generated as a result of construction, demolition, or land clearing activities.

**Self-hauled MSW:** Waste hauled by vehicles not operated by a franchise or municipality.

**Sharps:** Needles, syringes, and similar items

**Small Quantity Generators:** Businesses that generate less than 220 pounds of dangerous waste, or less than 2.2 pounds of certain kinds of highly toxic waste in any month

**Sustainability:** The ability to be maintained at a certain rate or level.

**Sustainable material management:** A systematic approach to using and reusing materials throughout their entire lifecycles.

**Sustainable:** Meeting the needs of the present without compromising the ability of future generations to meet their needs.

**Tip Fee:** A fee paid by anyone who disposes of waste at a disposal facility.

**Transfer (waste):** The movement of consolidated waste from one point to another, which means the transport of waste from a transfer facility (transfer station or drop box site) to a disposal facility

**Transfer Station:** A facility where municipal solid waste is unloaded and reloaded onto larger vehicles.

**Unincorporated:** To not be contained as part of a whole; excluded.
**Vision Statement**: A description of the long-term objective of an organization.

**Wastewater Treatment Plant Skimmings**: Floating matter such as oil, fat, and grease that remain on the surface of the waste water.

**White Goods**: Discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances.

**Wishful-recycling**: The placing of mixed and nonrecyclable objects in the recycling bin.

**Wood Waste**: Wood waste includes sawdust, chips, shavings, bark, pulp, hog fuel, and log sort yard waste, but it does not include wood pieces or particles containing paint, laminates, bonding agents or chemical preservatives.

**Zero Waste**: Principles focused on waste prevention that encourages the redesign of resource life cycles to that all products are reused.
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