

ORDINANCE NO. 10693

1
2 AN ORDINANCE authorizing the Executive to enter into an
3 interlocal agreement with the Spokane Regional Solid
4 Waste Disposal Project for incineration of certain wastes
5 from the Boeing Company and requiring that the Boeing
6 Company reimburse the County for the administration costs
7 of executing the interlocal agreement.

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9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. Findings. The King County Council finds:

11 A. King County prohibits disposal of non-recycled controlled solid
12 wastes outside King County, except as authorized by King County ordinance.

13 B. The Boeing Company generates small quantities of solid waste which
14 consists of magnetic media containing classified information and has
15 contractual obligations to destroy it by incineration.

16 C. King County does not operate any facilities for incineration of
17 solid waste.

18 D. The Spokane Regional Solid Waste Disposal Project operates a
19 municipal solid waste incinerator capable of destroying this waste and is the
20 incineration facility preferred by the Boeing Company.

21 SECTION 2. The executive is authorized to execute an interlocal
22 agreement with the Spokane Regional Solid Waste Disposal Project in
23 substantially the same form as attached hereto pursuant to which government
24 classified magnetic media from the Boeing Company may be incinerated at the
25 Spokane Regional Solid Waste Disposal Project incinerator. The agreement
26 shall be limited to disposal of government classified magnetic media which is
27 required by federal contract to be disposed by incinerator.
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SECTION 3. The Boeing Company shall reimburse the county in the amount of \$1,000 for administrative costs related to execution of this interlocal agreement. The Boeing Company shall report to the King County Solid Waste Division the date and weight of each shipment of this material to the Spokane Regional Solid Waste Disposal Project within thirty days of the shipment.

INTRODUCED AND READ for the first time this 7th day of December, 1992.

PASSED this 21st day of December, 1992.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey Greger
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 30TH day of December, 1992.

Jim Dill
King County Executive

ATTACHMENT

INTERLOCAL AGREEMENT

CONCERNING DISPOSAL OF WASTE FROM THE BOEING CO. IN KING COUNTY
AT THE SPOKANE REGIONAL SOLID WASTE DISPOSAL PROJECT INCINERATOR

THIS AGREEMENT, dated _____, 1993, is entered into between King County and the Spokane Regional Solid Waste Disposal Project, both political subdivisions of the State of Washington.

FINDINGS

- A. King County Code Title 10.08 establishes a system of solid waste handling for unincorporated King County and municipalities which have established interlocal agreements with King County. King County exercises flow control over solid waste generated within its jurisdiction as provided in KCC 10.08.020(C): "Unless specifically permitted by state law or specifically permitted by King County ordinance, it is unlawful for any commercial hauler or other person or entity to deliver or deposit any controlled solid waste outside the borders of King County unless it is authorized by the adopted King County comprehensive solid waste management plan."
- B. The Boeing Co. generates a controlled solid waste which must be destroyed by incineration. The Boeing Co. has contractual obligations to the U.S. Defense Department to incinerate certain magnetic media which contain classified material.
- C. Since no viable alternatives for incineration of this material exist in King County, it is necessary to allow disposal of this material outside the borders of King County.
- D. The Boeing Co. has identified the Spokane Regional Solid Waste Disposal Project as its preferred facility for incineration of this material.
- E. The small quantity of solid waste from the Boeing Co. requiring incineration at the Spokane Regional Solid Waste Disposal Project incinerator will have an insignificant impact on provision of services to the areas under the Disposal Project's jurisdiction.

AGREEMENT

1. King County agrees to allow The Boeing Co. to transport government-classified magnetic media from King County to the Spokane Regional Solid Waste Disposal Project incinerator for incineration. The amount of this material shall not exceed thirty (30) tons in 1993. The amount of this material in subsequent years should not exceed ten (10) tons per year. No other wastes are authorized for disposal outside King County pursuant to this agreement.
2. The Spokane Regional Solid Waste Disposal Project agrees to accept the above waste from The Boeing Co. for incineration.
3. This agreement shall become effective on _____, 1993 and shall automatically terminate on _____, 1995.

DATED this _____ day of _____, 1993.



Tim Hill
King County Executive

Phil Williams
Spokane Regional Solid Waste
Disposal Project