

July 24, 1985
0043E/BW:at

Introduced by: Grant, Laing

Proposed No.: 85-289

MOTION NO. 6314

A MOTION authorizing the King County Executive to prepare an agreement with the City of Seattle for accepting the City's solid waste at the Cedar Hills Landfill and establishing policy regarding the terms of acceptance.

WHEREAS, the City of Seattle accepted responsibility for disposal of its own solid waste by exercising city rights under State law RCW 70.95 to dispose of its own solid waste and develop its own plan for disposal, and

WHEREAS, the City of Seattle has not been a part of the King County Solid Waste Management System which has been developed and supported from revenues generated by the system, without tax subsidies, and

WHEREAS, the City of Seattle has indicated that within the next two to five years the Kent Highlands landfill will no longer be available, and

WHEREAS, the City of Seattle has expressed an intent in Resolution 27094 to petition King County for permission to deliver Seattle solid waste to the Cedar Hills landfill, and

WHEREAS, energy resource recovery (E/RR) is capable of reducing the volume of garbage by up to ninety-five percent, and

WHEREAS, E/RR would contribute to the energy supply of the Northwest, and

WHEREAS, the City of Seattle has indicated a desire to build an E/RR facility, and

WHEREAS, commitment to procure an E/RR facility can be made within 24 months, and

WHEREAS, the State Legislature has set forth waste reduction, recycling, and energy resource recovery as preferred disposal methods over landfilling, and

1 WHEREAS, the disposal of solid waste is a regional issue
2 that requires a cooperative effort by affected jurisdictions,
3 and

4 WHEREAS, King County as the operator and custodian of the
5 Cedar Hills Landfill must ensure that the environmental impacts
6 of any proposal to bring solid waste to the Landfill are
7 adequately identified and mitigated;

8 NOW, THEREFORE BE IT MOVED by the Council of King County:

9 The King County Executive is authorized to prepare an
10 agreement with the City of Seattle for delivery of the City's
11 solid waste to the Cedar Hills Landfill for disposal, provided
12 that the agreement shall include, but not be limited to, the
13 following terms and conditions:

14 A. Seattle shall assign to King County authority to
15 designate disposal sites, including E/RR facilities, for all
16 solid waste collected in the City if Seattle has not
17 contractually obligated, to King County's satisfaction, for
18 procurement of an E/RR facility or another alternative for
19 disposal of Seattle's solid waste within two years.

20 B. The agreement shall provide for a surcharge on all
21 solid waste collected by the City of Seattle sufficient for
22 planning, design, and implementation by King County of
23 additional disposal capacity necessary to dispose of this solid
24 waste beyond the two-year term specified in Section A above.
25 Such funds shall be deposited in a reserve account and
26 dispensed as follows:

- 27 1. If Seattle has obligated contractually to the
28 County's satisfaction to procure alternative disposal
29 facilities, including an E/RR facility, within the
30 two year term specified in Section A above,
31 accumulated surcharge revenues shall revert to
32
33

1 Seattle and no additional surcharge for this purpose
2 shall be levied after this time.

3 2. If Seattle has not obligated contractually to the
4 County's satisfaction to procure alternative disposal
5 facilities, including an E/RR facility, within the
6 two year term specified in Section A above, King
7 County shall continue to collect the necessary
8 surcharge and apply the funds toward development of
9 disposal facilities, including an E/RR facility,
10 necessary to handle Seattle's solid waste.

11 C. The City of Seattle shall complete the Kent Highlands
12 Landfill Closure Environmental Impact State (EIS) and King
13 County shall complete the Cedar Hills Baseline EIS before
14 executing the agreement.

15 D. The agreement shall provide for the mitigation of
16 on-site and off-site impacts identified in the two EIS's as
17 being associated with the delivery of Seattle's solid waste to
18 the Cedar Hills Landfill.

19 E. The agreement shall provide for a "phased-in" delivery
20 of Seattle's solid waste to the Cedar Hills Landfill over time,
21 with a date certain when Seattle will begin bringing the full
22 amount of solid waste.

23 F. The agreement shall stipulate the rate to be assessed
24 the City of Seattle for the delivery of its solid waste to the
25 Cedar Hills Landfill. The service fee for the appropriate rate
26 class for Seattle, as defined in King County ordinance or as
27 hereafter amended by ordinance, shall be the minimum fee
28 charged Seattle. The nature of Seattle's proposal and
29 necessary mitigating efforts may require a higher charge rate
30 than the existing rate class service fee.

31 G. The agreement shall assure King County will recover all
32 costs incurred as a result of accepting and disposing of
33

1 Seattle's solid waste at the Cedar Hills Landfill. These costs
2 shall include a landfill depletion allowance, capital and
3 operating costs, and planning and administration costs. For
4 costs that are not wholly identifiable, but are related to the
5 acceptance and disposal of Seattle's solid waste, apportionment
6 and assignment of an appropriate percentage of the costs shall
7 be made to Seattle.

8 H. The agreement shall provide that in the event the City
9 of Seattle desires to terminate the agreement before all
10 capital costs referred to in Section G have been recovered--or
11 should the City of Seattle desire to reduce substantially the
12 amount of solid waste delivered to the Cedar Hills Landfill due
13 to their implementation of a solid waste disposal alternative
14 to Cedar Hills before all capital costs referred to in
15 Section G have been recovered--liquidated damages shall be paid
16 by the City of Seattle to King County in an amount equal to the
17 sum of any unrecovered capital costs referred to in Section G,
18 plus any operating costs incurred by King County to dispose of
19 Seattle's solid waste, until such operating costs can be
20 eliminated.

21 I. All solid waste delivered by the City of Seattle to the
22 Cedar Hills Landfill shall be in compliance with the Resource
23 Conservation and Recovery Act, Chapter 70.95, Revised Code of
24 Washington (RCW); the King County Board of Health Minimum
25 Functional Standards; and all other applicable federal,
26 Washington State, and local environmental health laws, rules,
27 and regulations. Under no circumstances shall Seattle deliver
28 to the Cedar Hills Landfill any waste that is defined as
29 "extremely hazardous waste" or "dangerous wastes" per Chapter
30 70.105, RCW, and rules or regulations thereunder. The
31 responsibility for waste monitoring shall be assigned to the
32 City of Seattle.
33

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

J. The agreement shall provide for re-evaluation of all terms and conditions upon completion of the Cedar Hills Site Development Plan.

K. The agreement shall provide that King County will establish the travel routes to be used by the City of Seattle when bringing its solid waste to Cedar Hills. The travel routes shall be based on evaluation of information from the two EIS's listed in Section C.

L. The agreement shall not apply to the potential future disposal of ash or residue from energy resource recovery facilities. A new agreement would be required to provide for delivery of such residue to the Cedar Hills Landfill.

M. Any agreement between the City of Seattle and King County shall only become effective after the King County Council approves the agreement by ordinance.

N. Provided that King County shall not accept City of Seattle solid waste for disposal at Cedar Hills until executed agreements authorized by this motion are approved by the King County Council.

PASSED this 29th day of July, 1985.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Dorothy M. Owens
Clerk of the Council