

October 13, 1986

Introduced By: LOIS NORTH

Proposed No.: 86-570

MOTION NO. 6648

A MOTION authorizing an agreement with the City of Seattle to allow disposal at Cedar Hills Landfill.

WHEREAS, the King County council adopted Motion 6314 in July, 1985, authorizing the executive to negotiate an agreement with the City of Seattle for the city's use of Cedar Hills Landfill, and

WHEREAS, council Motion 6314 requires that an agreement must be executed and a final environmental impact statement identifying the impact of delivery of Seattle's waste to Cedar Hills must be completed prior to execution of an agreement for Seattle use of Cedar Hills, and

WHEREAS, negotiations with the City of Seattle have proceeded, and

WHEREAS, the City of Seattle has announced closure of Kent-Highlands Landfill in January, 1987, and its intent to begin delivery to Cedar Hills Landfill on November 1, 1986, and

WHEREAS, the City of Seattle will adopt a resolution setting forth the elements of an agreement between the City of Seattle and King County for the city's use of Cedar Hills Landfill as described in this motion, and

WHEREAS, the City of Seattle has indicated that its final environmental impact statement for closure of Kent-Highlands Landfill will not be published until after November 1, 1986, and

WHEREAS, Washington Administrative Code sections 197-11-070 and 197-11-460(5), pursuant to the State Environmental Policy Act, would require seven days after the issuance of a final environmental impact statement before action could be taken, and

WHEREAS, there may be a review of the special use permit for Cedar Hills Landfill, and

1 WHEREAS, King County encourages the City of Seattle to
2 determine the most efficient long-term disposal options for city
3 ratepayers, provided that existing county disposal system users
4 are not detrimentally affected by City of Seattle disposal
5 decisions;

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

7 A. An agreement with the City of Seattle for disposal of
8 city solid waste at Cedar Hills shall be executed as soon as
9 possible. No solid waste shall be delivered from city transfer
10 stations to Cedar Hills Landfill without an agreement between the
11 city and the county that is approved by the county council.

12 B. Terms of the agreement shall include the following:

13 1. The final agreement will be contingent upon findings
14 of the final environmental impact statement. In addition,
15 consideration should be given to any findings of the King County
16 hearing examiner in reviewing the special use permit for Cedar
17 Hills Landfill.

18 2. Prior to the first delivery of solid waste to Cedar
19 Hills, consistent with county Ordinance 7708, the city must adopt
20 a resolution authorizing the county to designate disposal sites
21 for all solid waste generated and collected within the Seattle
22 city limits, except that solid waste which is recycled.

23 3. The city shall acquire all equipment necessary for
24 disposal of the city's transfer station solid waste and such
25 equipment shall be delivered to Cedar Hills and operational for
26 at least two weeks prior to the city's first delivery. All
27 equipment shall be at the specifications provided to the city by
28 the King County solid waste division. Any substitutions of
29 leased equipment of nonspecified equipment shall only be upon the
30 agreement of the King County solid waste division. The estimated
31 cost of this equipment is \$1.034 million.

1 4. The city shall pay to the county \$1.611 million to compen-
2 sate the county for the shortened life to Cedar Hills. This
3 payment shall be paid in full, or alternatively, the City of
4 Seattle shall agree to payment of the amount due in six equal
5 annual installments at nine percent interest, prior to commence-
6 ment of delivery. Except for the costs identified in this
7 motion, the City of Seattle shall not be required to pay
8 additional upfront costs.

9 5. Prior to the first delivery of waste to Cedar Hills, the
10 City of Seattle shall pay \$400,000 to the county as its share of
11 the costs required for road improvements needed to mitigate the
12 impact to county roads of Seattle's use of Cedar Hills.

13 6. The city shall pay the regional direct haul disposal rates
14 as established by King County ordinance.

15 7. Seattle shall have four years from the date of execution
16 of the agreement to contractually obligate for an energy/re-
17 source recovery or incineration facility, or other disposal
18 alternative. A new agreement will be required for disposal of
19 ash or residue from an incinerator or energy/resource recovery
20 facility.

21 8. If the city decides to proceed with an energy/resource
22 recovery facility or incinerator or other disposal alternative,
23 either inside or outside of the City of Seattle or King County,
24 the county will contribute to the city an amount equal to the
25 portion of the dedicated energy/resource recovery fees collected
26 from the city, less planning and administrative costs incurred
27 by the county on the city's behalf with all of the following
28 conditions:

29 a. if a city council approved specific site with land use
30 approvals has been obtained,

31 b. a final project environmental impact statement has been issued,

32 c. the city has contracted with a full-service or design vendor,
33 and requests for proposals have been issued for construction.

1 All elements of paragraph 8 are satisfied within four
2 years.

3 9. City of Seattle liability for rural landfill shall
4 be limited to the costs identified in the July 2, 1986 King
5 County budget office solid waste financial study report.

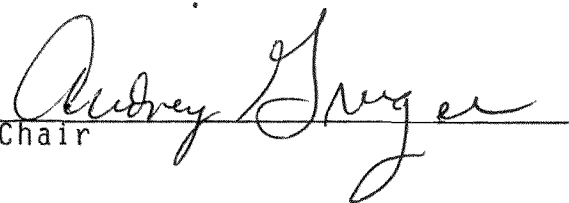
6 10. For the first six years, Seattle liability above
7 those projects now in the county's current C.I.P. for
8 environmental damages, if any, arising from disposal areas
9 at Cedar Hills which preceded the central pit shall be limited
10 to the proportion of Seattle transfer station waste disposed
11 in those areas, now estimated to be approximately 5-10%,
12 the exact amount to be mutually agreed upon by the city and
13 county. After the first six years of this agreement, city
14 solid waste shall be treated the same as all other users for
15 costs arising from Cedar Hills.

16 11. The county agrees to request the Puget Sound Council
17 of Governments to review King County solid waste rates pursuant
18 to Ordinance 7377, an Advisory Review Committee to examine
19 users' concerns about assessing growth costs, i.e., landfill
20 replacement acceleration and equipment costs, and financial
21 or other incentives for recycling, and recommend recycling
22 strategies for implementation by the county and cities within
23 King County. The results of this study will be provided
24 to the county executive
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1 and the county council prior to the next solid waste rate
2 proposal.

3 PASSED this 13th day of October, 19 86.

5 KING COUNTY COUNCIL
6 KING COUNTY, WASHINGTON

8 
9 Chair

11 ATTEST:

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15 Clerk of the Council

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