

Audrey Gruger
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December 1, 1986
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INTRODUCED BY: Cynthia Sullivan

PROPOSED NO.: 86-715

7869

ORDINANCE NO.

AN ORDINANCE relating to the agreement between King County and the City of Seattle providing for use of King County solid waste disposal facilities.

PREAMBLE:

- 1. The City of Seattle has requested permission to use King County solid waste disposal facilities.
- 2. A Final Environmental Impact Statement for the proposal was issued on October 31, 1986.
- 3. The King County Council concludes pursuant to W.A.C. 11.600(2)(c) that for purposes of the present agreement, it is not necessary to prepare a Supplemental Environmental Impact Statement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is authorized to execute the agreement between King County and the City of Seattle concerning the use of King County solid waste disposal facilities, attached as Exhibit A dated December 1, 1986.

INTRODUCED AND READ for the first time this 24th day of November, 1986.

PASSED this 1st day of December, 1986.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey Gruger
Chair

ATTEST:

Gerald A. Peterson
Deputy Clerk of the Council

APPROVED this 4th day of December, 19 86

[Signature]
King County Executive

1867

ORIGINAL

AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SEATTLE
CONCERNING USE OF
KING COUNTY SOLID WASTE DISPOSAL FACILITIES

- 1.3 City Transfer Facility. "City Transfer Facility" shall mean transfer facilities as defined by WAC 173-304-100 owned and/or operated by The City of Seattle either directly or by contract.
- 1.4 Waste Recycling. "Waste Recycling" shall be as defined by WAC 173-304-100.
- 1.5 Waste Reduction. "Waste Reduction" shall be as defined by WAC 173-304-100.
- 1.6 Environmental Damage. As used in this Agreement the term "Environmental Damage" shall include but not be limited to damages, costs, claims and liabilities for alleged injury, harm or degradation to the air, soils, surface water or groundwater, and any damages, costs, claims and liabilities for personal injury or property damages (including diminution or destruction of property values) arising from any such alleged injury, harm or degradation. This term shall also include any investigative, response or remedial costs or liabilities that may be incurred or imposed under CERCLA, 42 U.S.C. § 9601 et seq., RCRA, 42 U.S.C. § 6901 et seq., the state Water Pollution Control Act, RCW 90.48., the Washington Clean Air Act, RCW 70.94, the state Hazardous Waste Management Act, RCW 70.105, the state Hazardous

1.11 Diversion. "Diversion" shall be defined as the directing of solid waste to disposal sites other than the disposal site designated by King County.

2. Scope of Agreement

Except as specifically stated in Sections 5.1 and 5.2, this Agreement applies to all non-recycled solid waste currently handled in City transfer facilities and non-recycled solid waste generated by non-residential sources in the City. This Agreement shall not apply to the potential future disposal of solid waste, ash or residue after the City has implemented Energy/Resource Recovery. A new Agreement shall be required to provide for delivery of Energy/Resource Recovery residue, nonburnable waste, and City solid waste during E/RR Facility downtimes to the System.

3. Commencement of Deliveries and Equipment Availability

The City may commence delivery of solid waste to Cedar Hills upon completion of necessary environmental documentation and in compliance with the rate schedules referred to in Section 10.1 and with the following conditions:

3.1 The County and the City agree to make every reasonable effort to implement delivery in three approximately equal phases covering the time period

scrapers. The scrapers shall be new and in full conformance with the County's specifications for said equipment, the receipt of which is hereby acknowledged by the City. The lease price for said scrapers shall not be in excess of the County's current lease contract for scrapers. After the County accepts the equipment, the City shall provide the County with all documents necessary to transfer to the County all leasehold rights and full manufacturer's warranty rights for said equipment, after which transfer the County shall assume all financial and legal responsibility for said equipment.

- 3.4 The delivery of City solid waste to Cedar Hills shall be conditioned upon the delivery and acceptance of equipment that is fully operational. The relationship between the delivery of solid waste and the acceptance of equipment shall be as follows:
- 3.4.1. Two weeks prior to the first phase of waste delivery: one LR750 sanitary landfill compactor, one D8L bulldozer, and one 627B scraper.
- 3.4.2. Two weeks prior to the second phase of waste delivery: one LR750 sanitary landfill

credited to the City when it leaves the County System. The County shall provide the City with all documents necessary to transfer to the City all title, ownership and salvage rights and any manufacturer's warranty rights specifically related to equipment so purchased.

- 3.7 The County agrees that it shall take all reasonable actions to hire and train the necessary personnel to accommodate the proposed delivery and acceptance schedule. Should the County be unable to hire and train the necessary personnel quickly enough to meet the delivery and acceptance schedule, such schedule shall be delayed as required to balance personnel needs. In the alternative, Seattle may elect to request that necessary personnel be provided on an overtime basis with the City assuming full responsibility for the additional costs of overtime labor. In addition, should equipment delivery schedules postpone acceptance of the City's waste beyond the dates for which personnel have been hired, the City shall assume full responsibility for personnel costs until necessary equipment is delivered and accepted.

- 5.2 No later than March 31 of each year, the City shall submit to the County a three-year solid waste tonnage forecast. The City shall also submit a twenty-year forecast every five years. In each forecast the City will include an estimate of high and low waste reduction and waste recycling goals reflecting the range of recycling potential. The City shall also submit annually in the three-year forecast a Report and analysis of the waste recycling and waste reduction programs the City has implemented or will implement in order to substantiate the waste reduction/waste recycling assumptions inherent in the forecasts.
- 5.3 The City agrees to work with the County to achieve state and local priorities for waste reduction, waste recycling, and energy recovery and provide assistance as appropriate to other King County cities and towns in their efforts to meet these priorities.
- 5.4 The City agrees that by October 13, 1988, it will, by resolution, decide whether to develop its own or participate in a non-King County disposal System. If the City decides to develop its own or participate in a non-King County disposal System,

5.5.1. Amounts collected on all solid waste handled in City transfer stations prior to October 13, 1988, less amounts which have been expended by the County for reasonable planning and administration costs related to an E/RR facility to handle solid waste generated within Seattle.

5.5.2 Amounts collected on all solid waste generated within the corporate limits of the city, subsequent to October 12, 1988, plus interest earnings thereon.

Such payment for the period prior to the City's completion of the above-enumerated tasks shall occur within thirty (30) days after the City's completion of the above-enumerated tasks. Thereafter, the County shall make said payments annually by November 1 of each year.

6. Termination

Concurrently with passage of the City resolution contemplated by Section 5.4, the City shall by October 13, 1988, provide written advice to the County of its intent to terminate this Agreement on or before December 31, 1992. Such termination shall become effective only upon two years prior written notice from the City to the

7.3 Except for the above costs and the equipment costs in Section 3, the City shall not be required to pay additional up front costs associated with this Agreement.

8. Additional Mitigation

Affected terms and conditions of the City's use of the County System shall be reevaluated by King County upon completion of the Environmental Impact Statement for the Cedar Hills Site Development Plan, which will identify capacity and other impacts associated with the City's use of Cedar Hills. Based on new environmental information on impacts identified in the Cedar Hills Site Development Plan Environmental Impact Statement or based on any new conditions imposed by a new unclassified use permit for Cedar Hills or based on any new requirement of a court order, the City's use may be further conditioned in a uniform manner with conditions required of all other users.

9. Hours, Frequency, Methods, and Routes of Delivery

9.1 The City shall deliver solid waste to the System on days and during hours as specified by County ordinance. The ratio of maximum to average daily tonnage levels shall not exceed 1.50. The ratio of

nonemergency situations. Alternate roads to be used for emergencies only include Interstate 5, Interstate 405, State Route 167, Petrovitsky Road, State Route 169, Cedar Grove Road and 228th Avenue Southeast. The City may request other emergency routes if necessary. The use of any alternate route shall be subject to the prior approval of the County.

9.4 The City shall deliver solid waste to Cedar Hills in long haul self-unloading transfer equipment owned and operated by the City or by the City's contracted representative. In order to mitigate noise impacts, compression braking along State Route 169, all County roads, and at the Cedar Hills site is prohibited. The City agrees to comply with all applicable load limits and state and local regulations for transporting solid waste.

10. Disposal Rates and Other Service Fees

10.1 The basic service fees assessed the City for waste disposal shall be as adopted and amended by County ordinance for all users of the same class except as provided in this Agreement. Currently, that class is designated the "regional direct haul" class and

10.3.1 Rural Landfills. The City shall not be responsible through increased disposal rates or otherwise for costs from Environmental Damages, if any, incurred or hereafter incurred by the County, attributed to the operation or closure of Rural Landfills, nor shall the City be responsible for costs of capital improvement projects regarding Rural Landfills other than the actual costs of those projects in the July 2, 1986 Budget Office Solid Waste Financial Study Report ("The Report"), such costs not to exceed the cost estimates in The Report.

10.3.2 Cedar Hills Existing Areas. Through December 31, 1992, the City shall be responsible, through increased disposal rates, for only seven and one-half (7.5) percent of costs periodically allocated to System users from Environmental Damages, if any, incurred or hereafter incurred by the County attributed to the operation or closure of Cedar Hills' Existing Areas; after December 31, 1992, the County periodically may recover such allocated

plus the non-residential solid waste stream tonnage diverted by the City. The City shall promptly remit to the County all amounts collected through such rates or charges from such non-residential solid waste stream but shall have no responsibility or liability for uncollectable amounts or amounts it is prevented from collecting by a court of final jurisdiction.

11. Liability

Except as provided in Section 11.1, herein, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against any and all claims arising out of the County's operations and to settle such claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates as provided in Section 10.3 herein. In providing such defense of the City, the County shall exercise the utmost good faith in such defense or settlement so as to protect the City's interests. For purposes of this Section, "claims arising out of the County's operations" shall include claims arising out of the ownership, control, or maintenance of the System, but shall not

unless consistent with delays imposed on other parts of the County solid waste System.

13. Waste Delivered in Compliance with Applicable Laws and Regulations.

All waste delivered by the City to Cedar Hills for disposal shall be in compliance with the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901 et seq.); RCW Ch. 70.95; King County Board of Health Rules and Regulations No. VIII; and all other applicable federal, state, and local environmental health laws, rules or regulations. Upon notice from the County of any violation of this provision, the City shall take immediate steps to remedy such violation to the reasonable satisfaction of King County which may include but not be limited to removing the waste and disposing of it at an approved facility.

14. Responsibility for Operation of Facilities, Personnel and Equipment

14.1 The County will be responsible for management of the facilities, personnel and equipment necessary to provide disposal services to the City under this Agreement.

or of any subsequent breach whether of the same or a different provision of this Agreement.

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

17.3 The parties reserve the right to amend this Agreement as may be mutually acceptable to them. Any amendment shall be in writing, signed by the chief executives of both parties, and approved by the County and City Councils.

17.4 This Agreement merges and supersedes all prior negotiations, representations, and Agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

17.5 The City and County agree that relevant provisions of this Agreement will be re-examined after the County has concluded negotiations with all other municipal users of the County System.