

INTERJURISDICTIONAL TECHNICAL STAFF GROUP

**GOVERNANCE REPORT:
PROPOSED RECOMMENDATIONS
AND FUTURE WORK PROGRAM**

March 2007

EXECUTIVE SUMMARY

The purpose of this document, required by King County Ordinance 14971, is to report on the progress to date of the Interjurisdictional Technical Staff Group (ITSG) and Metropolitan Solid Waste Management Advisory Committee (MSWMAC) on what is generally referred to as “governance issues.” This report is the last work product required to fulfill the directives outlined in Ordinance 14971. Based on policy direction provided by the King County Council, additional work will be needed to fully develop the recommendations outlined in the report.

ITSG and MSWMAC, working in collaboration with the Solid Waste Division, have produced four iterative planning reports that were approved by the Regional Policy Committee (RPC) and adopted by the County Council. These reports culminated in the recent submittal of the *Solid Waste Transfer and Waste Export System Plan*, now pending review by the RPC and the County Council.

This report presents the following four primary issues and recommendations to the County Council that will help guide the future of regional solid waste planning, policy, and management:

1. Solid Waste Interlocal Forum

Issue: Several options were examined to determine how best to maintain an interlocal forum for providing policy input and ensuring city participation and input in the regional solid waste system early in the planning stages. In addition to engaging the cities, which have signed Interlocal Agreements with the county, the forum was originally intended to represent the interests of customers in the unincorporated areas.

Recommendation: This report recommends formally replacing the existing Solid Waste Interlocal Forum, which is currently represented by the RPC of the County Council, with MSWMAC. The RPC would continue to maintain its role as the policy review body for solid waste issues. It is recommended that the interests of the unincorporated areas be represented on the Solid Waste Advisory Committee (SWAC), which currently works closely with MSWMAC.

2. Dispute Resolution Process

Issue: No formal method for resolving disputes between one or more cities and the county is currently provided for in the Interlocal Agreements or the Solid Waste Interlocal Forum.

Recommendation: This report outlines several potential dispute resolution options tailored to the various types of disputes that might arise between multiple cities or host cities and the county.

3. Framework for Developing Financial Policies

Issue: The 2001 *Comprehensive Solid Waste Management Plan* contains eight adopted financial policies, which are very broad in nature. The cities are interested in working with the division to develop more detailed policies.

Recommendation: This report recommends four major categories in which more specific financial policies would be developed: 1) financial forecasting and budgets, 2) debt financing and borrowing, 3) rates, and 4) grant programs.

4. Host City Mitigation

Issue: There are positive and negative impacts to cities that host transfer stations. The impacts can be service related, such as convenience or value to surrounding residents and businesses; physical, such as increased litter, traffic, or noise; and financial, such as potential lost tax revenues to the cities. ITSG developed several mitigation options for consideration.

Recommendation: This report recommends continuing mitigation at host city transfer stations, developing mitigation policies, and further considering the establishment of a host city fee.

The report also identifies other issues for further study and discussion, including the term of the Interlocal Agreement and re-opener of the Interlocal Agreement.

Each of the recommendations presented in this report will require guidance or approval from the County Council. In many cases, the recommendations may require some combination of measures to implement, such as the revision or creation of solid waste policies, revisions to county code, updates to the comprehensive solid waste management plan, amendments to contractual documents (such as the ILAs), or a revision to state law.

CONTENTS

EXECUTIVE SUMMARY	ii
ACRONYMS	vi
INTRODUCTION	1
BACKGROUND	5
SOLID WASTE INTERLOCAL FORUM	7
Issue	7
Analysis	9
Representation of Unincorporated Area Councils in Solid Waste Planning	10
Recommendation	11
Next Steps	11
DISPUTE RESOLUTION PROCESS	13
Issue and Analysis	13
Nature of Dispute and Potential Resolution Options	13
Next Steps	14
FRAMEWORK FOR DEVELOPING FINANCIAL POLICIES	15
Issue	15
Analysis	16
Recommendation	16
Next Steps	16
HOST CITY MITIGATION	17
Issue	17
Analysis	17
Recommendation	19
Next Steps	19
OTHER ISSUES	21
CONCLUSION	23
APPENDICES	
Appendix A – Interlocal Agreements	
Appendix B – <i>Cities’ Principles for Solid Waste Interlocal Agreement Negotiations</i>	
Appendix C – Example Financial Policies	
Appendix D – Solid Waste Division Mitigation Practices	
Appendix E – Example Policies for Host City Mitigation	

ACRONYMS

B&O	Business & Occupation Tax
Division	King County Solid Waste Division
ILA	Interlocal Agreement
ITSG	Interjurisdictional Technical Staff Group
MSWMAC	Metropolitan Solid Waste Management Advisory Group
RPC	King County Regional Policy Committee
SWAC	Solid Waste Advisory Group
SWIF	Solid Waste Interlocal Forum
UAC	Unincorporated Area Council

INTRODUCTION

As required by King County Ordinance 14971, since 2004 the Metropolitan Solid Waste Management Advisory Committee (MSWMAC), the Interjurisdictional Technical Staff Group (ITSG), the Solid Waste Advisory Committee (SWAC), the King County Solid Waste Division, and King County Council staff have been collaborating on solid waste planning and policy issues. Initial efforts, as required by the ordinance, focused on the upgrade and modernization of solid waste transfer facilities and system planning for waste disposal once the Cedar Hills Regional Landfill closes. To date, the group has produced four iterative planning reports that culminated in the recent submittal of the *Solid Waste Transfer and Waste Export System Plan*, now pending review by the Regional Policy Committee (RPC) and County Council.

The purpose of the current document, also required by Ordinance 14971, is to report on the progress of ITSG and MSWMAC to date on what is generally referred to as “governance issues.” The intent of the report is two-fold: 1) to suggest conceptual solutions for the tasks identified in Section 2.D.2 of Ordinance 14971 and 2) to address outstanding governance policy issues between the cities and the county.

This report was prepared by ITSG with input and approval from MSWMAC. SWAC has been apprised of the issues and recommendations in the report and will continue to be involved in this work.

Section 2.D.2 of Ordinance 14971 assigned ITSG with providing a report that accomplishes the following:

2. *The interjurisdictional technical staff group report shall address at least the following issues:*
 - a. *potential modification or replacement of the solid waste interlocal forum, to identify membership, decision-making responsibilities and scope of duties;*
 - b. *identification of dispute resolution options;*
 - c. *development of a framework for financial policies and host city mitigation, including compensation agreements;*
 - d. *evaluation of the impact of the proposed waste export system plan on each of the provisions of the solid waste interlocal agreement between King County and cities; and*
 - e. *identification of potential amendments to the solid waste interlocal agreement.*

Per the ordinance, ITSG reviewed four key issues, and the report provides the following information for each issue: 1) description and background, 2) the analysis of options completed, in progress, or planned, 3) the proposed conceptual recommendation(s) for

resolving the issue, subject to input from ITSG, MSWMAC, SWAC, and the county, and 4) identified steps for follow up and implementation.

The four key issues ITSG reviewed are summarized as follows:

1. Solid Waste Interlocal Forum: In the late 1980s, cities that were part of the county's solid waste system entered into Interlocal Agreements (ILAs) with the county. A Solid Waste Interlocal Forum (SWIF) was created to represent the various parties to the ILAs in solid waste planning. In 1993, with the merger of Metro and King County, the responsibilities of the SWIF were transferred to the RPC of the County Council. This transition gave RPC additional responsibility to function as the SWIF on solid waste management issues.

Over time, RPC's responsibilities have covered a wide range of critical regional services, and the committee has had limited time to focus on the development of solid waste issues and policy in the planning stages. In addition, the membership of RPC includes the City of Seattle, which is not a part of the county's solid waste system. Also, while the cities have four seats on the RPC, the establishment of MSWMAC created a dedicated forum for all the cities with ILAs to collaborate with the county in detail on issues of solid waste planning and policy. This focused participation has enhanced the solid waste planning process for both the cities and the county.

This report discusses whether the responsibilities of the SWIF should reside within the RPC or become part of another forum. Of the options considered in this report, ITSG recommends that MSWMAC take over the responsibilities of the SWIF, and that RPC continue in its role of reviewing and recommending to the County Council approval of regional solid waste policies and plans.

2. Dispute Resolution Process: Currently, no process for dispute resolution is provided for in the ILAs or with the SWIF. In the event that issues cannot be resolved through the collaborative decision-making process, a formal method for resolving disputes between one or more cities and the county must be established.

The potential dispute resolution options outlined in this report are tailored to the various types of disputes that might arise between multiple cities or host cities and the county.

3. Framework for Developing Financial Policies: The current financial policies for the Solid Waste Division are very broad in nature. The cities are interested in working with the division to develop more detailed financial policies, perhaps using the policies of other agencies as a model. Four major categories have been identified in which more specific financial policies would be developed: 1) financial forecasting and budgets, 2) debt financing and borrowing, 3) rates, and 4) grant programs.

This report includes the division's current financial policies and recommends areas in which more specific policies could be developed.

4. Host City Mitigation: There are positive and negative impacts to cities that host transfer stations. The impacts can be service related, such as convenience or value to surrounding residents and businesses; physical, such as increased litter, traffic, or noise; and financial, such as potential lost tax revenues to the cities. While the county routinely provides mitigation at new and existing transfer stations, such as roadway improvements, litter pickup, sound walls, the addition of sidewalks, and landscaping, to name a few, the host cities are interested in exploring other forms of compensation, including monetary payments, to ensure that hosting a facility is equitable to the city and the ratepayers of King County.

This report recommends studying the various impacts and benefits to host cities, the potential types of mitigation, and their impacts on the regional system and the ratepayer. The report also proposes a modification to state law to allow the Business & Occupation taxes the Solid Waste Division currently pays to the state to be paid to the host cities instead.

In addition to the four key issues that have been addressed in this report, the following issues identified in Ordinance 14971 will be addressed through future work:

Section 2d: evaluation of the impact of the proposed waste export system plan on each of the provisions of the solid waste interlocal agreement between King County and cities

These evaluations will be conducted during the update of the *2001 Comprehensive Solid Waste Management Plan*, which is expected to be completed in 2008.

Section 2e: identification of potential amendments to the solid waste interlocal agreement

Potential amendments to the solid waste ILAs between the county and the cities are addressed under *Next Steps* for each of the issues discussed in this report. Amendments to the ILAs or new legislation may be necessary in order to implement some of the report recommendations.

This report is the last work product required to fulfill the directives outlined in Ordinance 14971. Based on direction provided from the County Council, additional work will be needed to fully develop the recommendations in the report. The *Other Issues* section of the report presents several outstanding issues that either require additional analysis or have already been resolved.

In addition, Ordinance 14971 requires that the Solid Waste Interlocal Forum, or its successor, make a recommendation to the King County Executive and Council “on the efficacy of the continuing role” of ITSG. Per subsequent Ordinance 15543, ITSG’s role extends through April 30, 2007. Pending discussions of this governance report, MSWMAC will be considering the continuing role of ITSG.

Additional work on governance issues will continue in 2007 following the direction provided by the County Council. The appropriate mechanism(s) for implementing

recommendations will be developed. These mechanisms could include the revision or creation of solid waste policies, revisions to county code, updates to the comprehensive solid waste management plan, amendments to contractual documents (such as the ILAs), or a revision to state law.

BACKGROUND

Since the late 1980s, cities participating in the county's solid waste management system have been operating under ILAs (sample ILA contained in Appendix A). The term of the ILAs extends through mid-2028. The ILAs set forth the provisions under which the county provides solid waste management services for waste generated and collected within the cities. They outline the county's responsibilities in the operation of transfer, processing, and disposal facilities, as well as providing waste reduction and recycling services and programs, in cooperation with the cities.

In the early 2000s, the county made a number of decisions to which the cities objected, including requiring the division to pay rent to the county's current expense fund for use of the Cedar Hills landfill property and purchasing the Harbor Island site for a potential intermodal facility in the future. The cities were concerned about their lack of early involvement in the planning and decision-making on these issues of regional significance. In addition, there was no process for dispute resolution through the ILAs or the SWIF. As a result, in 2003 several cities exercised the re-opener clause provided for in the ILAs to initiate conversations with the county about their concerns. To articulate their issues, the cities convened a staff work group and developed the *Cities' Principles for Solid Waste Interlocal Agreement Negotiations* in April 2004 (Appendix B).

The cities used those principles as the basis for dialog with the Solid Waste Division and County Council staff. These discussions contributed to the development of King County Ordinance 14971 (July 2004). The ordinance directed the county to establish an advisory committee for city input into solid waste planning and to facilitate the resolution of issues. Participation on the advisory committee – MSWMAC – was open to any city with a signed ILA with the county. The ordinance also formalized the city and county staff working group that had already begun meeting. The group was renamed ITSG and tasked with assisting MSWMAC in its first year of operation, and possibly beyond, and producing this governance report.

Since the groups formed and began meeting with Solid Waste Division and County Council staff, significant strides have been made in building a new foundation of trust and cooperation between the cities and the county. The process has helped the groups work together to resolve solid waste planning issues in an atmosphere of consensus-building and to develop the reports required by Ordinance 14971. Along with SWAC, MSWMAC will continue to work with division staff and the County Council in developing the next update of the comprehensive solid waste management plan, expected to be completed in 2008.

In addition, work on the governance issues outlined in this report will need to be completed. The resolution of these issues will help guide the cities and the county as we move forward with the planning and implementation of many significant changes in the solid waste system.

SOLID WASTE INTERLOCAL FORUM

Issue

Three agreements created the foundation for the working relationship between the individual cities and the county in planning for and managing the regional solid waste system. Below is a description of the history and nature of each agreement, followed by a discussion of specific issues and recommendations for the structure of the interlocal forum in the future.

Solid Waste Interlocal Agreement: The earliest and most fundamental of the agreements are the individual ILAs. In the late 1980s, each city that was part of the county's solid waste system signed an ILA with the county that designated the roles and responsibilities of each entity in solid waste planning, collection, and disposal, as well as waste reduction and recycling (sample agreement provided in Appendix A). The term of these agreements extends through mid-2028.

Forum Interlocal Agreement: This agreement established the Solid Waste Interlocal Forum (SWIF) and the composition of its membership in 1989. The purpose of SWIF is to provide a venue for parties to the ILAs to participate in resolving issues and contributing policy input on the region's solid waste system. In the original agreement (Appendix A), the membership of the interlocal forum is defined as "... representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representatives of other incorporated cities and towns-within King County that are signatories to the Forum Interlocal Agreement." Since the ILAs were originally signed, the City of Seattle has withdrawn from the county's regional solid waste system, choosing to operate its own solid waste management system. The city continues to be a member of RPC, which functions as SWIF.

In the original Forum Interlocal Agreement, SWIF's responsibilities are defined as follows:

- Advise the King County Council, the King County Executive and other jurisdictions as appropriate, on all policy aspects of solid waste management and planning.
- Consult with and advise the King County Solid Waste Division on technical issues related to solid waste management and planning.
- Review and comment on alternatives and recommendations for the King County comprehensive solid waste management plan and facilitate a review and/or approval of the plan by each jurisdiction.
- Review subsequent proposed interlocal agreements between King County and Cities for planning, waste recycling and reduction, and waste stream control.
- Review and comment on disposal rate proposals.
- Review and comment on status reports on waste stream reduction, recycling,

energy/resource recovery, and solid waste operations with interjurisdictional impact.

- Promote information exchange and interaction between waste generators, local government with collection authority, recyclers, and County-planned and operated disposal systems.
- Provide coordination opportunities between the King County Solid Waste Division, Cities, private operators, and recyclers.
- Aid Cities in recognizing municipal solid waste responsibilities, including collection and recycling, and effectively carrying out those responsibilities.

Addendum to Solid Waste Interlocal Agreement and Forum Interlocal

Agreement: In 1993, with the merger of Metro and King County, the responsibilities of the SWIF were transferred to the RPC. The change was implemented through an addendum to the ILAs (Appendix A). While the addendum transferred the additional responsibilities listed above to the RPC, there were no rule changes or bylaws adopted by the RPC or the County Council proposing how these additional SWIF responsibilities would be carried out. In addition, representation on the SWIF mirrored the membership of the RPC, comprising four representatives from the suburban cities, six members from the County Council (most of whom represent unincorporated areas in their districts), and two members from the City of Seattle, which is not a part of the county's solid waste system.

Although the RPC meets regularly, the committee has convened infrequently as the SWIF and has not had the dedicated time to focus on solid waste planning at the development stages. This is primarily due to the broad purview of the RPC, which meets monthly to evaluate policies of regional significance in the critical areas of public health, human services, housing, criminal justice, jails and district court services, and others.

In response to the cities' concerns about regional solid waste issues, ITSG and MSWMAC were formed to provide a dedicated forum. Thus far, ITSG and MSWMAC have established regular meeting schedules with the county, created bylaws for MSWMAC, and completed a considerable body of work, including collaboration with the Solid Waste Division and SWAC on four analytical planning (or milestone) reports that led to the *Solid Waste Transfer and Waste Export System Plan* submitted to the County Council in September 2006.

Due to the successful working relationship the current process has fostered between the cities and the county, ITSG, MSWMAC, and the county are interested in its continuance. There are several issues to consider, however, in further refining MSWMAC's role in relation to other forums. The first issue is to determine whether the SWIF should be modified or replaced by MSWMAC. The second is to consider how to include the planning and policy interests of the unincorporated areas of the county, some of which are currently represented by the six Unincorporated Area Councils (UACs).

Analysis

There have been some recent changes in the regional solid waste system, and will be significant changes in the future when the Cedar Hills Regional Landfill closes and the county implements alternate methods of waste disposal. Because these future changes will affect solid waste services, and may require the construction or siting of new facilities, an interlocal forum is essential to regional planning, policy discussions, and consensus-building on issues of importance to the cities, the county, and the region as a whole.

Four options were identified for defining the role of the cities in solid waste management. The choice of any one of the options presented below will require discussions and agreement with the county, RPC, and SWAC. There will also need to be discussions with the UACs to determine their interest in participating in the early stages of regional planning.

Based on this preliminary analysis, Option 2 below – which recommends designating MSWMAC as the SWIF – is the preferred option. All of the options preserve RPC's role as the policy body for reviewing and approving solid waste policies and plans and MSWMAC's role in working with the county in the early stages of solid waste planning and policy development. Each option includes a recommendation for, or the status of, representation of unincorporated areas.

1. *CURRENT STATUS – Retain the RPC as the Solid Waste Interlocal Forum; maintain MSWMAC as a separate advisory committee*

This option would retain RPC in the dual role of regional committee and SWIF. While this option would not require any changes in current legislation, it would also not address RPC's ability to actively participate as the SWIF or resolve issues raised about city representation on the committee.

King County Council members currently represent the unincorporated areas on the SWIF.

2. *PREFERRED OPTION – Designate MSWMAC as the SWIF; retain RPC as the policy body*

Under this option, MSWMAC would become the designated replacement for the SWIF. MSWMAC has become a functional and viable advisory committee in regional solid waste planning efforts, and its membership is open to all cities who are party to the ILAs. It has allowed broad participation and more robust discussions of solid waste issues. Under this scenario, both MSWMAC and SWAC would maintain their separate but complementary roles in addressing solid waste planning and policy development. The focus of RPC's role on policy issues would be enhanced. This model has proven successful in working through solid waste issues in the last few years. Further examination would be required to determine the best way to implement this option – through comprehensive plan amendments, adoption of legislation, or an addendum to the ILAs.

As discussed later in this section, under this option ITSG and MSWMAC recommend adding representation from the UACs to the membership of SWAC to better represent the interests of the unincorporated areas.

3. *Replace SWIF with some other representative group, such as SWAC*

SWAC was created by state law (RCW 70.95.165) to represent the interests of local elected officials, the waste management industry, public interest groups, and citizens of the county on issues of solid waste management.

SWAC has been operating in an advisory capacity since 1985. While SWAC has been a resoundingly successful forum for advising the county on solid waste issues from a broad range of stakeholder perspectives, it does not specifically address issues of governance between the cities and the county. In the last few years, SWAC has worked in concert with MSWMAC to advise the county in solid waste planning from their unique perspectives. Selection of this option would not replace the function of MSWMAC in providing each city with a signed ILA with a voice in future solid waste planning.

SWAC includes citizens from unincorporated areas in its membership; however, King County Code does not require formal representation from UACs on SWAC.

4. *Sunset the SWIF as a formal body; preserve RPC as the policy body and MSWMAC as the advisory body to the county on issues of solid waste planning*

SWIF's work is currently being carried out primarily by ITSG and MSWMAC with oversight from the RPC. SWIF does not address critical issues such as dispute resolution, periodic updating of service contracts, host city issues, and other concerns. Having an established contractual interlocal forum provides a venue to discuss conflicts, policies, changing conditions, service needs, and other issues related to solid waste management.

ITSG and MSWMAC recommend adding representation from the UACs to the membership of SWAC to better represent the interests of the unincorporated areas.

Representation of Unincorporated Area Councils in Solid Waste Planning

Approximately 29 percent of the population served by the county's solid waste system resides in unincorporated areas. The unincorporated area of the county has declined significantly in the last 10 years and will continue to decline as areas become cities through annexation or incorporation. However, as a significant segment of the current county population, their interests and needs should be represented in solid waste planning and policy development.

The unincorporated areas are not party to the ILAs; therefore, they are not currently represented on MSWMAC. They are represented on RPC by County Council members when the committee deliberates on regional solid waste issues. In the process of defining where the responsibilities of the SWIF should lie, unincorporated area representation should be considered.

Many citizens of the unincorporated areas of King County are represented by one of six distinct UACs, defined primarily by geographic area:

- **Four Creeks Unincorporated Area Council** (representing the area between Renton, Newcastle, Issaquah, and Maple Valley)
- **Greater Maple Valley Area Council** (representing the communities of Hobart, Ravensdale, Francis, and River Heights)
- **North Highline Unincorporated Area Council** (representing the area bounded by Seattle, Burien, SeaTac, and Tukwila, including White Center)
- **Upper Bear Creek Community Council** (representing the area near Woodinville/Cottage Lake)
- **Vashon-Maury Island Community Council**
- **West Hill Community Council, Inc.** (representing the area bordered by Seattle, Tukwila, and Renton)

These UACs are staffed by the county. Individual UACs typically meet monthly, with a quarterly meeting of all the UACs to discuss issues of common interest. Depending on the agenda items, individuals from various departments of the county are invited to attend. Each year, the UACs report on their area's issues of concern in a forum hosted by the King County Executive. The Solid Waste Division periodically attends UAC meetings to present and discuss solid waste issues, through processes such as the development of the comprehensive solid waste management plan.

Recommendation

ITSG and MSWMAC recommend Option 2, which designates MSWMAC as the SWIF. Under this recommendation, solid waste policies and plans would continue to be subject to review and approval by RPC, while SWAC and MSWMAC would continue to collaborate on solid waste policy and planning in the development stages. Helping to create a nexus between SWAC and MSWMAC, there are currently members who participate on both committees.

ITSG and MSWMAC also recommend that unincorporated areas be more fully represented on SWAC. King County Council members on the RPC would continue to represent the unincorporated areas when RPC deliberates on regional solid waste issues.

Next Steps

Before proposed recommendations on these issues can be implemented, they must be approved by the King County Council. If the County Council agrees with this recommendation, legislation would be developed to designate MSWMAC as SWIF, and

an addendum to the ILAs would be required. Once a recommendation on the SWIF is selected, the county will confirm that the UACs are interested in participating on SWAC to represent their interests.

DISPUTE RESOLUTION PROCESS

Issue and Analysis

Currently, there is no dispute resolution process provided for in the ILAs between the cities and the county. In a process that involves the collaboration of stakeholders with unique perspectives or roles in the solid waste management system, issues may arise that require the resolution of disputes.

This section outlines potential options for dispute resolution, depending on the type of disagreement and the parties involved. What follows are several potential options, with examples of what might trigger one process over another. It must be noted that none of the proposed options precludes any party from taking legal action to resolve a dispute.

Nature of Dispute and Potential Resolution Options

Disagreement about operating impacts between one or more cities and the county: Most disputes will be resolved by cooperative communication between the parties involved. For example, operating impacts of a station, such as litter, noise, traffic impacts, or similar events, may be resolved between the division and the host city. The parties or MSWMAC may also seek to resolve a dispute through discussions.

Dispute between a host city and the county: If agreement cannot be reached through cooperative communication – even with involvement by top-level officials of the different jurisdictions – the parties may choose to use an independent third-party mediator to resolve a dispute between the county and a host city with an operating transfer station. Disputes requiring this type of action would most likely involve issues related to impacts on a host city from transfer station operations. The process for selection and payment of a mediator is yet to be determined. As the parties begin to consider the use of an independent third-party mediator, MSWMAC will be notified of the dispute and may choose to discuss the issue. Similarly, MSWMAC would be notified at the conclusion of the mediation process, or when the host city(ies) and the county reach an agreement.

Dispute between two or more cities and the county: Disputes could arise between two or more cities and the county over a complex technical issue or policy, such as the interpretation of an existing policy or lack of a specific policy. MSWMAC may develop a recommendation that changes or creates a policy, which would be forwarded to the County for review and adoption.

If MSWMAC determines that independent expertise is required for resolution of an issue, a third-party review process could be initiated, if the cities and the county agree. Additional discussion will be required to determine whether this is a feasible option, because the process can be time consuming and costly. In particular, the rules will need to be clarified regarding this option, such as

selection of the reviewer, source of funding, and conditions for invoking an independent third-party review.

Dispute between potential host city and county – facility siting and permitting issues: The *Solid Waste Facility Siting Plan*, Appendix C of the transfer and waste export system plan, outlines the agreed-upon siting process for facilities, as endorsed by ITSG, MSWMAC, and the county. In addition, each city has its individual land use code and permitting process. If a disagreement occurs between a host city or potential host city and the county in the interpretation of a siting or permitting process, an appeals process can be initiated in accordance with city land use development and zoning codes and consistent with the state’s Growth Management Act.

Next Steps

As these options are further clarified, more specific guidelines will be developed to address the following:

- Specific issues that would initiate each resolution process
- A process to determine whether and when to use a third-party mediator, and a process for mediator selection
- A process to determine whether and when third-party review would be warranted
- The funding source(s) for dispute resolution if a third-party mediator or third-party review are implemented

FRAMEWORK FOR DEVELOPING FINANCIAL POLICIES

Issue

The *2001 Comprehensive Solid Waste Management Plan* contains eight adopted financial policies, as follows:

- FIN-1.** The county shall maintain, conduct, operate and account for the disposal of solid waste as a utility of the county. The solid waste system shall be a self-supporting utility financed primarily through fees for disposal.
- FIN-2.** The county shall charge garbage disposal fees directly to users of the solid waste disposal system to pay for solid waste services.
- FIN-3.** The county shall maintain a rate structure based on tonnage, recognizing that the structure does not provide a self-hauler subsidy, unless the executive demonstrates that a different rate structure would benefit the system as a whole.
- FIN-4.** The county should keep garbage disposal fees as low as possible and should manage the solid waste system to keep rate increases as low as possible while meeting the costs of managing the system and providing service to solid waste customers.
- FIN-5.** The county should provide technical assistance to the cities in developing collection contracts and grants.
- FIN-6.** The county should develop and implement a grant program for the cities that will consolidate grant programs and contracts wherever possible. The county should provide technical assistance to aid the cities in identifying, applying for and administering grants.
- FIN-7.** The county should provide opportunities to expand the role of cities in developing and reviewing regional solid waste policies and rates by establishing a Solid Waste Policy Work Group to work in conjunction with the Solid Waste Advisory Committee to make recommendations regarding system operations to the King County executive. As part of these recommendations, the executive shall evaluate the costs and benefits of alternative rate structures on individual customer classes.
- FIN-8.** The county is committed to working with the cities that are impacted by transfer stations to explore funding to mitigate potential impacts from these facilities. Any statutorily authorized host fees should be in amounts directly attributable to the solid waste facility provided that the cities can establish that the fee is reasonably necessary to mitigate for impacts of the solid waste facility as required in state law.

There are a number of issues that are not covered by the current financial policies that could be further developed in adopted financial policies. This work would involve the refinement of existing policies or potential new policies in the following areas:

- Financial forecast and budget
- Debt financing and borrowing
- Rates
- Grant programs, such as recycling grants

Appendix C contains potential policies for consideration that were developed for the county's Wastewater Treatment Division of the Department of Natural Resources and Parks.

Analysis

The Solid Waste Division intends to look at current policies in relation to those adopted by other regional utilities to develop a more comprehensive set of financial policies that will guide the future of solid waste facilities, programs, and services. The policies in Appendix C provide a starting point for future discussions.

Recommendation

ITSG and MSWMAC recommend developing a set of proposed financial policies in time for incorporation in the next comprehensive solid waste management plan. The plan is expected to be completed in 2008. As the division begins to examine alternatives for financing upcoming capital projects, future policies will need to consider the affects of the financing method used, i.e., specific types of bonds will require certain covenants.

Next Steps

The first step will be for MSWMAC, SWAC, and the Solid Waste Division to develop comprehensive financial policies for the division. These newly proposed policies would be forwarded to the county for review and adoption.

HOST CITY MITIGATION

Issue

The construction and operation of solid waste transfer stations has both positive and negative impacts in local communities. The impacts can be service related, such as convenience or value to surrounding residents, businesses, and commercial haulers; physical, such as increased litter, traffic, or noise; and financial, such as potential lost tax revenues to the cities.

The benefits must be balanced with the impacts on the host cities. The *Analysis* section that follows discusses some of the factors that must be considered and options available to the cities for additional mitigation measures, including monetary compensation for the loss of tax revenues. The cost of additional host city mitigation would ultimately be borne by the ratepayer, so options need to balance the measurable impacts and benefits to the host city with the regional equity of additional mitigation.

Analysis

In general, geographically dispersed transfer stations in the solid waste system provide a regional benefit to the county's ratepayers. With eight transfer stations and two rural drop boxes in King County, the Solid Waste Division operates a well-dispersed network of facilities that decreases travel time to the stations and increases disposal efficiency by consolidating solid waste loads for transport to the landfill. The stations also make disposal and recycling services available to nearby residents and businesses who self haul. In the broader scheme, the regional network helps reduce the overall travel time and costs for commercial collection trucks, resulting in lower fees for solid waste collection services for county ratepayers.

As mentioned earlier, there are physical impacts to cities that host transfer stations, including increases in road wear, traffic, litter, and noise. To a significant degree, these physical impacts are already being mitigated for by the Solid Waste Division. In accordance with state law and county code, the Solid Waste Division performs a wide range of mitigation activities in the operation and construction of facilities to minimize physical impacts on the host cities. These mitigation measures include, but are not limited to, the enclosure of new facilities to contain noise, dust, and odor; incorporation of buffer zones at new facilities; roadway improvements, as necessary; routine litter pickup; and landscaping (more detailed list provided in Appendix D). The division also works with cities on specific issues of concern that may warrant additional measures to lessen the impacts of a facility on the community.

Recognizing the impacts to host cities, the division recently submitted a rate study to the County Council that proposes an increase in the solid waste tipping fee beginning in 2008, which includes \$0.75 per ton for host city mitigation. It is yet to be determined how these mitigation funds will be allocated.

In addition to physical impacts, there are also financial impacts to the host cities. For example, county-owned solid waste facilities located in a city are not subject to that city's

property tax or Business & Occupation (B&O) tax. This translates to a potential loss in tax revenue that might otherwise be collected from a private business or industrial tenant.

While the Solid Waste Division employs a wide range of mitigation measures for the operation and siting of facilities, the division does not have specific policies in place to guide the establishment of mitigation agreements for host communities.

ITSG has developed the following options for consideration.

1. *Continue to work with the Solid Waste Division to provide mitigation at host city transfer stations*

These mitigation measures primarily address the physical and regional impacts of the transfer station, including road and traffic modifications, landscaping, litter control, and similar measures.

2. *Develop mitigation policies based on similar policies developed for other utilities, such as the county's Wastewater Treatment Division*

ITSG has looked at comparable policies for host community mitigation developed for the Wastewater Treatment Division and would like to consider developing similar policies for the Solid Waste Division. Examples of wastewater policies are provided in Appendix E. These and other comparable policies need to be explored more fully.

3. *Establish a host city fee (would require a change in state law)*

This option would provide host cities with a per ton fee to mitigate for ongoing impacts to the community and to compensate for potential lost tax revenues. King County currently pays nearly \$1,250,000 in B&O taxes annually to the State of Washington for transfer station operations (which represents approximately \$1.25 per ton). One example of how to fund a host city fee would be to redirect these B&O tax revenues to host communities. Once a new regional policy was adopted, state law would have to be changed to allow for redirection of the tax revenues.

The state law that would need to be amended to allow the B&O tax to be redirected to the host cities is as follows:

RCW 36.58.080

County solid waste facilities — Exempt from municipal taxes — Charges to mitigate impacts — Negotiation and arbitration.

County-owned solid waste facilities shall not be subject to any tax or excise imposed by any city or town. Cities or towns may charge counties to mitigate impacts directly attributable to the solid waste facility: PROVIDED, That any city or town establishes that such charges are reasonably necessary to mitigate such impacts and that revenue generated from such charges is expended only to mitigate such impacts. Impacts resulting from commercial and residential solid waste collection within any city or town shall not be considered to be directly attributable to the solid waste facility. In the event that no agreement can be

reached between the city or town and the county following a reasonable period of good faith negotiations, including mediation where appropriate, the matter shall be resolved by a board of arbitrators, to be convened at the request of either party, such board of arbitrators to consist of a representative from the city or town involved, a representative of the county, and a third representative to be appointed by the other two representatives. If no agreement can be reached with regard to said third representative, the third representative shall be appointed by a judge of the superior court of the county of the jurisdiction owning the solid waste facility. The determination by the board of arbitrators of the sum to be paid by the county shall be binding on all parties. Each party shall pay the costs of their individual representatives on the board of arbitrators and they shall pay one-half of the cost of the third representative.

[1983 c 171 § 1; 1982 c 175 § 8.]

Notes: Severability -- 1982 c 175: See note following RCW 36.58.100.

Recommendation

ITSG and MSWMAC recommend continuing to work with the division to provide mitigation at host city transfer stations (Option 1), development of mitigation policies (Option 2), and further consideration of the establishment of a host city fee (Option3). These latter two options will provide the division and the host communities with the flexibility to establish an equitable mitigation package, recognizing that impacts might be caused by the development of large light-industrial facilities, operation of the regional utility, or loss of use caused by taking large properties off of city tax rolls. The cost of additional host city mitigation would ultimately be borne by the ratepayer, so options need to balance the measurable impacts and benefits to the host city with the regional equity of additional mitigation.

ITSG and MSWMAC recommend developing a set of proposed mitigation policies in time for incorporation in the next comprehensive solid waste management plan. The plan is expected to be completed in 2008. Additional analysis and discussion about the establishment of a host city fee will occur, with a recommendation on this mitigation option and development of a policy providing for a host city fee, if this option is recommended for implementation.

Next Steps

The first step will be for MSWMAC, SWAC, and the Solid Waste Division to develop policies for host city mitigation. These newly proposed policies would be forwarded to the county for review and adoption.

OTHER ISSUES

In 2004, cities identified preliminary solid waste issues they wanted to address with King County in a document titled *Cities' Principles for Solid Waste Interlocal Agreement Negotiations – April 2004* (Appendix B). Meetings that occurred with staff from cities, the Solid Waste Division, the King County Executive's Office, and King County Council after the development of this document resulted in the development and subsequent adoption of Ordinance 14971.

In the course of examining the governance issues outlined in *Cities' Principles for Solid Waste Interlocal Agreement Negotiations – April 2004* and Ordinance 14971, a few additional issues have been identified. These issues either require additional analysis and discussion or have already been resolved.

The additional issues are as follows:

Should a mechanism be established to allow the cities to initiate amendments to the comprehensive solid waste management plan in between formal plan updates?

Through the collaborative process currently in place with the county, the cities, and other stakeholders, the need for a mechanism to allow cities to initiate amendments to the comprehensive solid waste management plan in between formal updates has been addressed. Technical and policy issues are discussed with cities and stakeholders early in the planning and development of division planning reports, with the opportunity for input in solid waste planning work.

Should the term of the ILAs be extended to take advantage of reduced borrowing rates to finance the modernization of the solid waste system?

The current term of the ILAs extends through 2028. The benefits of the solid waste system improvements currently underway will extend beyond the term of the current ILAs. Historically, the division has not entered into bond commitments that extend beyond the term of the ILAs. If the ILA term were extended, longer-term, lower-rate bonds could be used to finance system improvements, thereby reducing the impact on the current ratepayers – recognizing it would also extend the duration of the impact on future ratepayers.

Should a broader re-opener clause be provided for in the ILAs and what would be appropriate triggers for a re-opener?

The current ILAs include a provision allowing for limited review and renegotiation of the agreement. This provision provides that either party may request review and/or renegotiation during the six-month period immediately preceding the fifth anniversary of the effective date of this agreement and during the six-month period immediately preceding each succeeding fifth year anniversary thereafter. Review and/or renegotiation shall not include the issues of system rates and charges, waste stream control, or diversion, unless agreed upon by both parties.

The parties would need to discuss the benefits and drawbacks of establishing a broader re-opener clause, including the triggers for exercising a re-opener.

CONCLUSION

This report is the last work product required to fulfill the directives outlined in Ordinance 14971. This section summarizes the issues, recommendations, and next steps presented throughout the report. Based on direction provided from the King County Council, additional work will be needed to fully develop and implement the recommendations.

1. Solid Waste Interlocal Forum

Issue: Several options were examined to determine how best to maintain an interlocal forum for providing policy input and ensuring city participation and input in the regional solid waste system early in the planning stages.

Recommendation: This report recommends formally replacing the existing SWIF, currently represented by the RPC, with MSWMAC. It is recommended that the interests of the unincorporated areas be represented on SWAC.

Next Steps: If the County Council agrees with this recommendation, legislation would be developed to designate MSWMAC as SWIF, and an addendum to the ILAs would be required. The county will confirm that the UACs are interested in participating on SWAC to represent their interests.

2. Dispute Resolution Process

Issue: No formal method for resolving disputes between one or more cities and the county is currently provided for in the Interlocal Agreements or the Solid Waste Interlocal Forum.

Recommendation: This report outlines several dispute resolution options tailored to the various types of disputes that might arise between multiple cities or host cities and the county.

Next Steps: More specific guidelines will be developed to address the following:

- Specific issues that would initiate each resolution process
- A process to determine whether and when to use a third-party mediator, and a process for mediator selection
- A process to determine whether and when third-party review would be warranted
- The funding source(s) for dispute resolution if a third-party mediator or third-party review are adopted

3. Framework for Developing Financial Policies

Issue: The cities are interested in working with the division to develop more detailed financial policies than those contained in the *2001 Comprehensive Solid Waste Management Plan*.

Recommendation: The report identifies four major categories in which more specific financial policies would be developed: 1) financial forecasting and budgets, 2) debt financing and borrowing, 3) rates, and 4) grant programs.

Next Steps: MSWMAC, SWAC, and the Solid Waste Division will develop comprehensive financial policies that will be forwarded to the county for review and adoption.

4. Host City Mitigation

Issue: There are positive and negative impacts to cities that host transfer stations. The impacts can be service related, such as convenience or value to surrounding residents and businesses; physical, such as increased litter, traffic, or noise; and financial, such as potential lost tax revenues to the cities.

Recommendation: ITSG recommends continuing to work with the division to provide mitigation at host city transfer stations, development of mitigation policies, and further consideration of the establishment of a host city fee. These options and their impacts on the regional system and the ratepayer will be considered.

Next Steps: MSWMAC, SWAC, and the Solid Waste Division will develop host city mitigation policies that will be forwarded to the county for review and adoption. Additional analysis and discussion about the establishment of a host city fee will occur, with a recommendation on this mitigation option and development of a policy providing for a host city fee, if this option is recommended for implementation.

Other Issues

MSWMAC will continue to discuss the other issues identified throughout this report. In addition, Ordinance 14971 requires that the Solid Waste Interlocal Forum, or its successor, make a recommendation to the King County Executive and Council “on the efficacy of the continuing role” of ITSG. Per subsequent Ordinance 15543, ITSG’s role extends through April 30, 2007. Pending discussions on this governance report, MSWMAC will be considering the continuing role of ITSG.

Each of the recommendations presented in this report will require guidance or approval from the County Council. In many cases, the recommendations may require some combination of measures to implement, such as the revision or creation of solid waste policies, revisions to county code, updates to the comprehensive solid waste

management plan, amendments to contractual documents (such as the ILAs), or a revision to state law.

Appendix A
Interlocal Agreements

SOLID WASTE INTERLOCAL AGREEMENT

This Agreement is entered into between King County, a political subdivision of the State of Washington and the City of _____, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated below:

King County: Motion No. _____

City: _____

PREAMBLE

This Agreement is entered into pursuant to Chapter 39.34 RCW for the purpose of cooperative management of solid waste in King County. It is the intent of the parties to work cooperatively in establishing a solid waste management plan pursuant to Chapter 70.95 RCW and with emphasis on the established priorities for solid waste management of waste reduction, waste recycling, energy recovery or incineration, and landfilling. The parties particularly support waste reduction and recycling and shall cooperate to achieve the goals established by the comprehensive solid waste management plan.

The parties acknowledge their intent to meet or surpass applicable environmental standards with regard to the solid waste system. The parties agree that equivalent customer classes should receive equivalent basic services.

I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

"Basic Services" means services provided by the King County Department of Natural Resources, Solid Waste Division, including the management and handling of solid waste.

"Comprehensive Solid Waste Management Plan" means the comprehensive plan for solid waste management as required by RCW 70.95.080.

"Designated Interlocal Forum" means a group formed pursuant to the Forum Interlocal Agreement comprised of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representatives of other incorporated cities and towns-within King County that are signators to the Forum Interlocal Agreement.

"Disposal" means the final treatment, utilization, processing, deposition, or incineration of solid waste but shall not include waste reduction or waste recycling as defined herein.

"Diversion" means the directing or permitting the directing of solid waste to disposal sites other than the disposal site designated by King County.

"Energy/Resource Recovery" means "the recovery of energy in a usable form from mass burning or refuse derived fuel incinerator, pyrolysis or any other means of using the heat of combustion of solid waste that involves high temperature (above 1,200 degrees F) processing."
(WAC 173-304-100).

"Landfill" means "a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility." (RCW 70.95.030)

"Moderate Risk Waste" means "(a) any waste that exhibits any of the characteristics of hazardous waste but is exempt from regulation under this chapter solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances."
(RCW 70.105.010)

"Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, and discarded commodities but shall not include dangerous, hazardous, or extremely hazardous waste.

"System" means King County's system of solid waste transfer stations, rural and regional landfills, energy/resource recovery, and processing facilities as authorized by RCW 36.58.040, and as established pursuant to the approved King County Comprehensive Solid Waste Management Plan.

"**Waste Recycling**" means "reusing waste materials and extracting valuable materials from a waste stream." (RCW 70.95.030)

"**Waste Reduction**" means reducing the amount or type of waste generated but shall not include reduction through energy recovery or incineration. "Landfill" means "a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility." (RCW 70.95.030).

II. PURPOSE

The purpose of this Agreement is to establish the respective responsibilities the parties in a solid waste management system which includes but is not limited to: planning; waste reduction; recycling; and disposal of mixed municipal solid waste, industrial waste, demolition debris and all other waste defined as solid waste by RCW 70.95.030; and moderate risk waste as defined in RCW 70.105.010.

III DURATION

This Agreement shall become effective on _____ and shall remain in effect through June 30, 2028.

IV. APPROVAL

This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction. This Agreement shall be filed with the City Clerk, and with the Clerk of the King County Council.

V. REVIEW AND RENEGOTIATION

5.1 Either party may request review and/or renegotiation of any provision of this Agreement other than those specified in Section 5.2 below during the six-month period immediately preceding July 1, 2003, which is the fifteenth anniversary of the effective date of identical agreements executed by a majority of cities in King County with the County and during the six-month period immediately preceding each succeeding fifth anniversary thereafter. Such request must be in writing and must specify the provision(s) of the Agreement for which review/renegotiation is requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.

5.2 Review and/or renegotiation shall not include the issues of system rates and charges, waste stream control or diversion unless agreed by both parties.

5.3 In the event the parties are not able to mutually and satisfactorily resolve the issues set forth in said request within six months from the date of receipt of said request, either party may unilaterally request the Forum to review the issues presented and issue a written recommendation within 90 days of receipt of said request by the Forum. Review of said request shall be pursuant to the procedures set forth in the Interlocal Agreement creating the Forum and pursuant to the Forum's bylaws. The written decision of the Forum shall be advisory to the parties.

5.4 Notwithstanding any other provision in this paragraph to the contrary, the parties may, pursuant to mutual agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

VI. GENERAL OBLIGATION OF PARTIES

6.1 KING COUNTY

6.1.a. Management. King County agrees to provide county-wide solid waste management services for waste generated and collected within jurisdictions party to this Agreement. The County agrees to dispose of or designate disposal sites for all solid waste including moderate risk waste generated and/or collected within the corporate limits of the City which is delivered to King County in accordance with all applicable federal, state and local environmental health laws, rules, or regulations.

6.1.b. Planning. King County shall serve as the planning authority within King County for solid waste including moderate risk waste but shall not be responsible for planning for hazardous or dangerous waste or any other planning responsibility that is specifically designated by State or Federal statute.

6.1.c. Operation. King County shall be or shall designate or authorize the operating authority for transfer, processing and disposal facilities, including public landfills, waste reduction or recycling facilities, and energy/resource recovery facilities as well as closure and post-closure responsibilities for landfills which are or were operated by King County.

6.1.d. Collection Service. King County shall not provide solid waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both parties.

6.1.e. Support and Assistance. King County shall provide support and technical assistance to the City if the City seeks to establish a waste reduction and recycling program compatible with the County waste reduction and recycling plan. The County shall develop educational materials related to waste reduction and recycling and strategies for maximizing the usefulness of the materials and will make these available to the City for its use. Although the County will not be

required to provide a particular level of support or fund any City activities related to waste reduction and recycling, King County intends to move forward aggressively to establish waste reduction and recycling programs.

6.1.f. Forecast. The County shall develop waste stream forecasts as part of the comprehensive planning process and assumes all risks related to facility sizing based upon such forecasts.

6.1.g. Facilities and Services. County facilities and services including waste reduction and recycling shall be provided pursuant to the comprehensive solid waste plan. All personal and real property acquired by King County for solid waste management system purposes shall be the property of King County.

6.2 CITY

6.2.a. Collection. The City, an entity designated by the City or such other entity as is authorized by state law shall serve as operating authority for solid waste collection services provided within the City's corporate limits.

6.2.b. Disposal. The City shall by ordinance designate the County disposal system for the disposal of all solid waste including moderate risk waste generated and/or collected within the corporate limits of the City and shall authorize the County to designate disposal sites for the disposal of all solid waste including moderate risk waste generated or collected within the corporate limits of the City, except for solid waste which is eliminated through waste reduction or waste recycling activities consistent with the Comprehensive Solid Waste Management Plan. No solid waste generated or collected within the City may be diverted from the designated disposal sites without County approval.

VII. COUNTY SHALL SET DISPOSAL RATES AND OPERATING RULES FOR DISPOSAL

In establishing or amending disposal rates for system users, the County may adopt and amend by ordinance rates necessary to recover all costs of operation including the costs of handling, processing, disposal, defense and payment of claims, capital improvements, operational improvements, and the closure of landfills which are or were operated by King County. King County shall establish classes of service for basic solid waste management services and by ordinance shall establish rates for users of each class.

VIII. LIABILITY

8.1 Except as provided herein, the County shall indemnify and hold harmless the City and shall have the right and duty to defend the City through the County's attorneys against any and all claims arising out the County's operations and 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 VII herein. In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest. 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 include claims arising out of the City's operation of motor vehicles in connection with the system or other activities under the control of the City which may be incidental to the County's operation.

8.2 If the County is not negligent, the City shall hold harmless, indemnify and defend the County for any property damages or personal injury solely caused by the City's negligent failure to comply with the provisions of Section 8.5.a.

8.3 In the event the County acts to defend the City against a claim, the City shall cooperate with the County. In the event the City acts to defend the County, the County shall cooperate with the City.

8.4 For purposes of this section, references to City or County shall be deemed to include the officers, employees and agents of either party, acting within the scope of their authority.

8.5.a. All waste generated or collected from within the corporate limits of the City which is delivered to the system for disposal shall be in compliance with the resource conservation and recovery act, as amended (42 U.S.C. § 6901 et seq.), RCW 70.95, King County Board of Health Rules and Regulations No. 8, and all other applicable federal, state and local environmental health laws, rules or regulations. The City shall be deemed to have complied with the requirements of Section 8.5.a. if it has adopted an ordinance requiring solid waste delivered to the system for disposal to meet such laws, rules, or regulations and by written agreement has authorized King County to enforce these within the corporate limits of the City.

8.5.b. The County shall provide the City with written notice of any violation of this provision. Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of King County which may include but not be limited to removing the waste and disposing of it in an approved facility. If, in good faith, the City disagrees with the County regarding the violation, such dispute shall be resolved between the parties in Superior Court. Each party shall be responsible for its attorney's fees and costs. Failure of the City to take the steps requested by the County pending Superior Court resolution shall not

be deemed a violation of this agreement; provided, however, that this shall not release the City for damages or loss to the County arising out of the failure to take such steps if the Court finds that the City violated the requirements to comply with applicable laws set forth in this section.

8.6 City is not held harmless or indemnified with regard to any liability arising under 42 U.S.C. § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) or as hereafter amended or pursuant to any state legislation imposing liability for cleanup of contaminated property, pollutants or hazardous or dangerous substances.

IX. FORUM

By entering into this Agreement, the County and City agree to enter into and execute a Forum Interlocal Agreement. Such agreement shall provide for the establishment of a representative Forum for consideration and/or determination of issues of policy regarding the term and conditions of this Solid Waste Interlocal Agreement.

X. COMPREHENSIVE PLAN

10.1 King County is designated to prepare the comprehensive solid waste management plan and this plan shall include the City's Solid Waste Management Comprehensive Plan pursuant to RCW 70.95.080(3).

10.2 An initial comprehensive plan, which was prepared under the terms of this Agreement as executed by a majority of cities in the County, was adopted in 1989 and approved by the Department of Ecology in 1991. The plan shall be reviewed and any necessary revisions proposed at least once every three years following the approval of the Comprehensive Plan by the State Department of Ecology. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

10.3 Comprehensive Plans will promote waste reduction and recycling in accordance with Washington State solid waste management priorities pursuant to Chapter 70.95 RCW, at a minimum.

10.4 Comprehensive solid waste management plans will be prepared in accordance with Chapter 70.95 RCW and solid waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

10.4.a. Descriptions of and policies regarding management practices and facilities required for handling all waste types;

10.4.b. Schedules and responsibilities for implementing policies;

10.4.c. Policies concerning waste reduction, recycling, energy and resource recovery, collection, transfer, long-haul transport, disposal, enforcement and administration;

10.4.d. Operational plan for the elements discussed in Item c above.

10.5 The cost of preparation by King County of the Comprehensive Plan will be considered a cost of the system and financed out of the rate base.

10.6 Comprehensive Plans will be adopted when the following has occurred:

10.6.a. The Comprehensive Plan is approved by the King County Council; and

10.6.b. The Comprehensive Plan is approved by Cities representing three-quarters of the population of the incorporated population of jurisdictions that are parties to the Forum Interlocal Agreement. In calculating the three-quarters, the calculations shall consider only those incorporated jurisdictions taking formal action to approve or disapprove the Plan within 120 days of receipt of the Plan. The 120-day time period shall begin to run from receipt by an incorporated jurisdiction of the Forum's recommendation on the Plan, or, if the Forum is unable to make a recommendation, upon receipt of the Comprehensive Plan from the Forum without recommendation.

10.7 Should the Comprehensive Plan be approved by the King County Council, but not receive approval of three-quarters of the Cities acting on the Plan, and should King County and the Cities be unable to resolve their disagreement, then the Comprehensive Plan shall be referred to the State Department of Ecology and the State Department of Ecology will resolve any disputes regarding Plan adoption and adequacy by approving or disapproving the Comprehensive Plan or any part thereof.

10.8 King County shall determine which cities are affected by any proposed amendment to the Comprehensive Plan. If any City disagrees with such determination, then the City can request that the Forum determine whether or not the City is affected. Such determination shall be made by a two-thirds majority vote of all representative members of the Forum.

10.9 Should King County and the affected jurisdictions be unable to agree on amendments to the Comprehensive Plan, then the proposed amendments shall be referred to the Department of Ecology to resolve any disputes regarding such amendments.

10.10 Should there be any impasse between the parties regarding Plan adoption, adequacy, or consistency or inconsistency or whether any permits or programs adopted or proposed are consistent with the Comprehensive Plan, then the Department of Ecology shall resolve said disputes.

XI. FORCE MAJEURE

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of either party to this Agreement.

XII. MERGER

This Agreement merges and supersedes all prior negotiations, representation and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties except with regard to the provisions of the Forum Interlocal Agreement.

X111. WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

XIV. THIRD PARTY BENEFICIARY

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

XV. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVI. NOTICE

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

CITY

KING COUNTY

Mayor

King County Executive

Date

Date

Pursuant to Resolution No. _____

Pursuant to Motion No. _____

Clerk-Attest

Clerk-Attest

Approved as to form and legality

Approved as to form and legality

City Attorney

King County Deputy Prosecuting Attorney

Date

Date

FORUM INTERLOCAL AGREEMENT

This Agreement is entered into between King County, a political subdivision of the State of Washington, the City of Seattle, and the cities and towns set forth below, all municipal corporations located within the boundaries of King County, hereinafter referred to as "County" and "Cities." This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature pages.

PREAMBLE

This Agreement is entered into for the purposes of establishing a Forum composed of representatives from the Cities and the County that will consider issues of policy regarding terms and conditions of the Solid Waste Interlocal Agreement entered into individually between each City and the County.

I. PURPOSE

The purpose of this Agreement is to establish the Forum and the terms and conditions by which the parties shall discuss and/or determine policy and development of a Comprehensive Solid Waste Management Plan.

II. DURATION

This Agreement shall become effective on _____ and shall remain in effect through June 30, 2028.

III. APPROVAL

This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within the Department's statutory jurisdiction, if any. This Agreement shall be filed with each City Clerk and with the Clerk of the King County Council.

IV. SCOPE OF RESPONSIBILITIES

The scope of the responsibilities of the Forum is as follows:

4.I Advise the King County Council, the King County Executive and other jurisdictions as

appropriate, on all policy aspects of solid waste management and planning.

4.2 Consult with and advise the King County Solid Waste Division on technical issues related to solid waste management and planning.

4.3 Review and comment on alternatives and recommendations for the King County comprehensive solid waste management plan and facilitate a review and/or approval of the plan by each jurisdiction.

4.4 Review and subsequent proposed interlocal agreements between King County and Cities for planning, waste recycling and reduction, and waste stream control.

4.5 Review and comment on disposal rate proposals.

4.6 Review and comment on status reports on waste stream reduction, recycling, energy/resource recovery, and solid waste operations with interjurisdictional impact.

4.7 Promote information exchange and interaction between waste generators, local government with collection authority, recyclers, and County-planned and operated disposal systems.

4.8 Provide coordination opportunities between the King County Solid Waste Division, Cities, private operators, and recyclers

4.9 Aid Cities in recognizing municipal solid waste responsibilities, including collection and recycling, and effectively carrying out those responsibilities.

V. MEMBERSHIP

5.1 The Forum shall consist of a 12-member group of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representative of other incorporated cities and towns within King County that are signators to this agreement designated by the Suburban Cities Association. Members of the Forum shall be established on the most current population estimates as published by the Washington Office of Financial Management. Currently, unincorporated King County composes 32.1 percent; Seattle, 33.6 percent; and Suburban Cities, 34.3 percent of the total population. The calculations are determined as follows:

						Members
Unincorporated King County	12	X	32.1%	=	3.85	4
Seattle	12	X	33.6%	=	4.03	4
Suburbs	12	X	34.3%	+	4.12	4
Totals						12 + Chair

5.2 In calculating the number representatives on the Forum, all numbers .5 and greater are to be rounded up to the nearest whole number. Proportional representation of the Forum will be reviewed once every five years during the life of this agreement and necessary revisions shall be made to the proportional representation according to the formula set forth above based on population change as established by the most current census.

5.3 In addition to the 12 members of the Forum, a citizen chair shall be selected or removed by a majority vote of all members of the Forum. Each representative shall have an equal vote on all Forum decisions. The Chair shall vote only in the case of a tie on any vote of the Forum.

VI. MEETINGS

Unless otherwise provided, Roberts' Revised Rules of Order shall govern all procedural matters related to the business of the Forum. There shall be a minimum of two meetings each year and not less than 14 days' written notice shall be given to members prior to such meeting. Four or more members or the Chair may declare an emergency meeting with 24 hours written notice to the members. The time, date, and location shall be set by King County after consultation with the representatives of Seattle and the other cities and towns.

VII. BYLAWS

7.1 The Forum shall, within 60 days after its first meeting, adopt bylaws for the operation of the Forum. Such by laws shall recognize that this Forum shall function in the place of the Puget Sound Council of Governments Committee of Solid Waste and the Solid Waste Management Board of the King Sub-regional Council. This Interlocal Forum shall not report to nor have responsibilities to or for either committee or council. The King County Solid Waste Advisory Committee formed pursuant to RCW 70.95.165 shall continue pursuant to its statutory functions and, in addition, shall advise the Forum on solid waste matters.

7.2 The bylaws shall provide, among other things, that the Forum shall make an annual

written report to the public, and the parties to this Agreement on Forum activities and the status of the solid waste systems in King County. The bylaws may also provide for such other reports as seemed necessary.

7.3 The bylaws shall also provide for the manner in which the Forum will provide its consultative and participatory advice regarding the solid waste management plan.

VIII. STAFFING AND OTHER SUPPORT

Staffing, supplies and equipment for the Forum shall be supplied by and through the Puget Sound Council of Governments, its successor, or other entity. Reimbursement to the Puget Sound Council of Governments for such staffing, supplies, and equipment shall be agreed upon and paid by King County from monies collected from the solid waste rates and charges, after considering recommendations by the Forum to King County. The Forum shall submit an appropriation request to the County by May 31 of each year or such other mutually agreed-upon date. King County may, subject to approval by the two-thirds vote of all constituted representatives of the Forum, terminate the staffing with Puget Sound Council of Governments and provide such staffing, supplies and equipment by other means.

IX. FORCE MAJEURE

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of any party to this Agreement.

X. MERGER

This Agreement merges and supersedes all prior negotiation, representation and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties except with regard to the provisions of the Solid Waste Interlocal Agreement.

XI. WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this Agreement.

XII. THIRD PARTY BENEFICIARY

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

XIII. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below, pursuant to the legislative action set forth below.

CITY

KING COUNTY

King County Executive

Date

Date

Pursuant to Resolution No _____

Pursuant to Motion No. _____

Clerk-Attest

Clerk-Attest

Approved as to form

Approved as to form

City Attorney

King County

Deputy Prosecuting Attorney

Date

Date

ADDENDUM
To
SOLID WASTE INTERLOCAL AGREEMENT
and
FORUM INTERLOCAL AGREEMENT

This Addendum is entered into between King County, a political subdivision of the State of Washington and the City of a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively, who have previously executed interlocal agreements for solid waste management and the Solid Waste Interlocal Forum. This Addendum has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature pages.

PREAMBLE

The County and the City have executed interlocal agreements (hereinafter called "the Agreements") on July 1, 1988, and January 1, 1988, in which the respective responsibilities of the parties for solid waste management and establishment of a Solid Waste Interlocal Forum ("the Forum") have been designated. Since the date of execution of the Agreements, the Regional Governance Summit of elected officials representing the County and the cities proposed and the voters adopted King County Charter amendments which established a minimum of three regional policy committees of the King County Council. These committees, which were modeled after the Solid Waste Interlocal Forum, are comprised of a mix of representatives of suburban cities and Seattle as well as King County Councilmembers. One of the three, the Regional Policy Committee, has been deemed to meet the characteristics of membership, staffing, and relationships to the parties to the Agreements which were intended for the Forum. By Motion 9297, the King County Council has expressed its intent that the Regional Policy Committee of the King County Council be designated as the successor to the Solid Waste Interlocal Forum and serves the purposes of the Forum described in the Agreements to which this document is an Addendum. This intent was also expressed by the suburban cities in Resolution 1 adopted by the Suburban Cities Association on June 16, 1993.

I. PURPOSE

The purpose of this Addendum is to designate the Regional Policy Committee of the King County Council which was established by the King County Charter amendment approved by the voters on November 2, 1992 as the designated Forum pursuant to the Agreements.

II. DEFINITIONS

For purposes of this Addendum, the definitions established in the Agreements shall apply.

III. FORUM

The Regional Policy Committee of the King County Council shall be established as the designated Interlocal Forum pursuant to the Agreements. Effective immediately, the Regional Policy Committee shall assume the responsibilities for the designated Interlocal Forum which are defined in the Agreements. The terms and conditions specified in the Agreements by which the parties shall discuss and/or determine policy and development of a Comprehensive Solid Waste Management Plan as shall apply to the parties and to the Regional Policy Committee, except as specified below.

3.1 Section VI, MEMBERSHIP, of the Solid Waste Interlocal Forum Agreement is hereby repealed. Membership of the Regional Policy Committee shall be as specified in the King County Charter.

3.2 Section VII, MEETINGS, of the Solid Waste Interlocal Forum Agreement is hereby repealed. Unless otherwise provided, the rules and procedures of the Metropolitan King County Council adopted by ordinance shall govern all procedural matters related to the business of the Forum.

3.3 Section VIII, BYLAWS, of the Solid Waste Interlocal Forum Agreement is hereby repealed.

3.4. Section IX, STAFFING AND OTHER SUPPORT, of the Solid Waste Interlocal Forum Agreement is hereby repealed.

IV. SOLID WASTE ADVISORY COMMITTEE

The King County Solid Waste Advisory Committee formed pursuant to RCW 70.95.165 shall continue pursuant to its statutory functions and, in addition, shall advise the Forum on solid waste matters.

V. DURATION

This Addendum shall become effective on the date of execution and shall remain in effect through June 30. 2028.

VI. NOTICE

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

CITY

KING COUNTY

Mayor

King County Executive

Date

Date

Pursuant to Resolution No.

Pursuant to Motion No.

Clerk - Attest Clerk - Attest

Approved as to form and legality

Approved as to form and legality

City Attorney

King County Deputy Prosecuting Attorney

Date

Date

Appendix B

Cities' Principles for Solid Waste Interlocal Agreement Negotiations

Cities' Principles for Solid Waste Interlocal Agreement Negotiations

April, 2004

The cities agree to the following principles as a guide for collaboration and negotiation with the County regarding the Solid Waste Interlocal Agreements. The cities are seeking to resolve the interlocal agreement issues with the County by the end of June, 2004. In addition, it is recognized that there are other issues currently under discussion with the County surrounding the future of the solid waste management system, and these other issues may be interrelated with the principles set forth below.

Solid Waste Forum

- i. A new Solid Waste Interlocal Forum for collaboration, decision making and dispute resolution.
- ii. A Forum shall be established that represents cities' interests and provides cities with a voice and a vote in managing the regional solid waste system.
- iii. Advise on policy matters, review and approve Solid Waste Comprehensive Plan and amendments, and approve financial policies.

Dispute Resolution

- Develop a mechanism for resolution of disputes.
- The dispute resolution body will consider requests for review of disputed issues and will act within 60 days of request.
- Any party to the interlocal agreement that objects to a decision of the dispute resolution body has the option to submit the issue to mediation and/or arbitration for resolution.

Solid Waste Management System

- The solid waste export plan must include evaluation of a full range of system (transfer, intermodal, disposal, export) options, including privatization, in order to obtain value for the ratepayers.
- A re-opener shall be established in the agreement that allows the cities and the County to renegotiate the duration of the agreement, including options for a shorter or longer term.

Comprehensive Plan Updates

- The Solid Waste Comprehensive Plan should be formally updated prior to County Council approval and implementation of the Waste Export Plan.
- The County must open and amend the Comprehensive Plan at the request of 30% of the cities representing 70% of the population of the contracting cities.

Financial Policies

- Financial policies for the solid waste utility will be approved by the Solid Waste Interlocal Forum and forwarded to the County Council for adoption.

Host City Protections

- Cities that host solid waste facilities will receive appropriate mitigation and opportunities for compensation should be explored

Appendix C

Example Financial Policies

Example Financial Policies for the Wastewater Treatment Division

1. Financial forecast and budget.

- FP-1:** The County shall maintain for the wastewater system a multiyear financial forecast and cash-flow projection of six years or more, estimating service growth, operating expenses, capital needs, reserves and debt service. The financial forecast shall be submitted by the executive with the annual sewer rate ordinance.
- FP-2:** If the operations component of the proposed annual wastewater system budget increases by more than the reasonable cost of the addition of new facilities, increased flows, new programs authorized by the council, and inflation, or if revenues decline below the financial forecast estimate, a feasible alternative spending plan shall be presented, at the next quarterly budget report, to the council by the executive identifying steps to reduce cost increases.
- FP-3:** The executive shall maintain an ongoing program of reviewing business practices and potential cost-effective technologies and strategies for savings and efficiencies; the results shall be reported in the annual budget submittal and in an annual report to the RWQC.
- FP-4:** New technologies or changes in practice that differ significantly from existing technologies or practices shall be reported to the council and RWQC with projected costs prior to implementation and shall also be summarized in the RWSP annual report.
- FP-5:** Significant new capital and operational initiatives proposed by the Executive that are not within the scope of the current RWSP nor included in the RWSP, or are required by new state or federal regulations will be reviewed by the RWQC and approved by the council to ensure due diligence review of potential impacts to major capital projects' schedules, including Brightwater, the bond rating or the sewer rate and capacity charge.
- FP-6:** The county shall maintain for the wastewater system a prudent minimum cash balance for reserves, including but not limited to, cash flow and potential future liabilities. The cash balance shall be approved by the council in the annual sewer rate ordinance.
- FP-7:** Unless otherwise directed by the council by motion, the King County department of natural resources and parks or its successor agency shall charge a fee that recovers all direct and indirect costs for any services related to the wastewater system provided to other public or private organizations.
- FP-9:** The calculation of general government overhead to be charged to the wastewater system shall be based on a methodology that provides for the equitable distribution of overhead costs throughout county government. Estimated overhead charges shall be calculated in a fair and consistent manner, utilizing a methodology that best matches the estimated cost of the services provided to the actual overhead charge. The overall allocation formula and any subsequent modifications will be reported to the RWQC.

FP-10: The assets of the wastewater system are pledged to be used for the exclusive benefit of the wastewater system including operating expenses, debt service payments, asset assignment and the capital program associated therewith. The system shall be fully reimbursed for the value associated with any use or transfer of such assets for other county government purposes. The executive shall provide reports to the RWQC pertaining to any significant transfers of assets for other county government purposes in advance of and subsequent to any such transfers.

2. Debt financing and borrowing.¹

FP-11: The county shall structure bond covenants to ensure a prudent budget standard.

FP-12: King County should structure the term of its borrowings to match the expected useful life of the assets to be funded.

FP-13: The wastewater system's capital program shall be financed predominantly by annual staged issues of long-term general obligation or sewer revenue bonds, provided that:

1. All available sources of grants are utilized to offset targeted program costs;
2. Funds available after operations and reserves are provided for shall be used for the capital program; excess funds accumulated in reserves may also be used for capital;
3. Consideration is given to competing demands for use of the county's overall general obligation debt capacity; and
4. Consideration is given to the overall level of debt financing that can be sustained over the long term given the size of the future capital programs, potential impacts on credit ratings, and other relevant factors such as intergenerational rate equity and the types of projects appropriately financed with long-term debt.

FP-14: To achieve a better maturity matching of assets and liabilities, thereby reducing interest rate risk, short-term borrowing shall be used to fund a portion of the capital program, provided that:

- a. Outstanding short-term debt comprises no more than fifteen percent of total outstanding revenue bonds and general obligation bonds; and
- b. Appropriate liquidity is available to protect the day-to-day operations of the system.

3. Rates - sewer rates and capacity charge.

FP-15: King County shall charge its customers sewer rates and capacity charges sufficient to cover the costs of constructing and operating its wastewater system. Revenues shall be sufficient to maintain capital assets in sound working condition, providing for maintenance and rehabilitation of facilities so that total system costs are minimized while continuing to provide reliable, high quality service and maintaining high water quality standards.

¹ City-ITSG staff discussed other possible policies which could be explored, including a policy to structure future bond debt to match the duration of the term of Solid Waste Interlocal Agreements - to the extent that longer contracts can provide demonstrable economic benefits to member jurisdictions.

FP-16: The executive shall prepare and submit to the council a report in support of the proposed monthly sewer rates for the next year, including the following information:

- a. Key assumptions:
 - i. key financial assumptions such as inflation, bond interest rates, investment income, size and timing of bond issues, and the considerations underlying the projection of future growth in residential customer equivalents;
- b. Significant financial projections: all key projections, including the annual projection of operating and capital costs, debt service coverage, cash balances, revenue requirements, revenue projections and a discussion of significant factors that impact the degree of uncertainty associated with the projections;
- c. Historical data: a discussion of the accuracy of the projections of costs and revenues from previous recent budgets, and
- d. Policy options: calculations or analyses, or both, of the effect of certain policy options on the overall revenue requirement. These options should include alternative capital program accomplishment percentages (including a ninety percent, a ninety-five percent and a one hundred percent accomplishment rate), and the rate shall be selected that most accurately matches historical performance in accomplishing the capital program and that shall not negatively impair the bond rating.

3. Grant Program policies -- TBD.

Appendix D

Solid Waste Division Mitigation Practices

Partial List of Mitigation Practices at Solid Waste Division Facilities

Cedar Hills Regional Landfill

- One thousand-foot buffer maintained around site
- Cedar Grove Road widened to provide truck lane, mitigating truck traffic
- Numerous operational practices undertaken to mitigate potential impacts

Algona Transfer Station

- Site screening enhanced
- Routine pick up of litter scheduled along approach roads (*applies to all transfer facilities*)
- Entrance improvements made and second outbound scale installed to reduce traffic backups onto public roadway
- Roof replaced with award-winning design

Bow Lake Transfer Station

- Plan currently under development

Enumclaw Transfer Station

- Walking path purchased and preserved south of site for buffer
- Wetland created to offset potential impact from road widening
- Approach road widened and straightened
- Facility fully enclosed to mitigate potential noise, odor, and dust impacts
- Sewer main installed to allow conversion of private systems along route from septic systems to municipal system
- Water main upgraded, which improved potable and firefighting water flow service to area

Factoria Transfer Station (former permitted development proposal)

- Wetland buffers established and protected
- Roadway impact fees assessed per city formula
- Road shoulder improvements made, including sidewalks and bike lanes required to complete link of "Sound to Mountains" greenway
- Facility design required to meet then current city aesthetic standards

First Northeast Transfer Station

- Building moved farther from residential uses
- Thornton Creek restored
- Direct access to I-5 to be developed to eliminate division traffic
- Mitigation payments made to affected cities in service area during facility closure
- Sidewalk improvements made to Meridian Avenue (public roadway)
- Facility fully enclosed to mitigate potential noise, odor, and dust impacts

Houghton Transfer Station

- Sound wall to be constructed
- Limit placed on number of parked trailers in use permit
- Enhanced screening plantings installed
- Sidewalk and path improvements to be constructed on NE 60th St (public roadway)

Renton Transfer Station

- Enhanced surface water management and monitoring systems in place
- Roof replaced with award-winning design

Vashon Transfer Station

- Significant buffer maintained between facility and nearest neighbor
- Transfer station won American Institute of Architects (AIA) award

Appendix E

Example Policies for Host City Mitigation

Example Host City Mitigation Policies for the Wastewater Treatment Division

- EMP-1:** King County shall work with affected communities to develop mitigation measures for environmental impacts created by the construction, operation, maintenance, expansion or replacement of regional wastewater facilities. These mitigation measures shall:
1. Address the adverse environmental impacts caused by the project;
 2. Address the adverse environmental impacts identified in the county's environmental documents; and
 3. Be reasonable in terms of cost and magnitude as measured against severity and duration of impact.
- EMP-2:** Mitigation measures identified through the state Environmental Policy Act process shall be incorporated into design plans and construction contracts to ensure full compliance.
- EMP-3:** The siting process and mitigation for new facilities shall be consistent with the Growth Management Act and the state Environmental Policy Act, as well as the lawful requirements and conditions established by the jurisdictions governing the permitting process.
- EMP-4:** King County shall mitigate the long-term and short-term impacts for wastewater facilities in the communities in which they are located. The county's goal will be to construct regional wastewater facilities that enhance the quality of life in the region and in the local community, and are not detrimental to the quality of life in their vicinity.
- EMP-5:** King County shall enter into a negotiated mitigation agreement with any community that is adversely impacted by the expansion or addition of major regional wastewater conveyance and treatment facilities. Such agreements shall be executed in conjunction with the project permit review. Mitigation shall be designed and implemented in coordination with the local community, and shall be at least ten percent of the costs associated with the new facilities. For the south treatment plant and for the new north treatment plant, a target for mitigation shall be at least ten percent of individual project costs, or a cumulative total of ten million dollars for each plant, whichever is greater, provided that mitigation funded through wastewater revenues is consistent with: chapter 35.58 RCW; Section 230.10.10 of the King County Charter; agreements for sewage disposal entered into between King County and component agencies; and other applicable county ordinance and state law restrictions. (Ord. 13680 § 14, 1999).

