



COUNTY COMMISSIONERS

Carolina Mejia
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BOARD OF COUNTY COMMISSIONERS

March 12, 2021

The Honorable Mayor Wayne Fournier
City of Tenino
149 Hodgden Street S
Tenino, WA 98589

Re: Solid Waste Management Planning and Thurston County Solid Waste System

Dear Mayor Fournier:

On behalf of Thurston County, I would like to express my appreciation to you and all our municipal and business partners participating in the development of the most recent update of the Thurston County's Comprehensive Solid Waste Management Plan (SWMP), which includes the Moderate Risk Waste Management Plan. The collaborative development process with our community partners, the SWMP is pillared on the values of our region. The final draft of the 2021 – 2026 SWMP, as approved by the Solid Waste Advisory Committee and Washington State Department of Ecology, can be found at:

<https://www.co.thurston.wa.us/solidwaste/publications/docs/ThurstonSWMP2021-2026.pdf>.

Next steps in the SWMP adoption process include adoption by the participating cities and town, followed by final Thurston County Board of Commissioner approval.

The County is also moving forward with a Request for Proposal for solid waste maintenance, operations, transport, and disposal contract services. The prior contract has been in place for over 20 years and does not meet current operational needs.

Revenue generated from tipping fees at County disposal sites is required to fund both state-mandated programs, including the management of closed landfills and the costs of providing solid waste services to Thurston County residents. As a result, the County relies on the waste stream created in Thurston County, including cities and towns, to support contractual obligations and the state-mandated programs, which include solid and moderate risk waste management, public health and education, waste reduction, and recycling. To ensure a stable waste stream as the basis for a new contract, the County recently adopted a Flow Control Ordinance, directing waste generated in unincorporated Thurston County to our disposal sites and allowing cities to similarly direct waste generated in their jurisdictions. Flow control also ensures waste is disposed of in alignment with our community values.

The Solid Waste Management Act, Chapter 70A.205 RCW, and the Hazardous Waste Management Act, Chapter 70A.300 RCW, provide for cooperative planning among cities and counties. Cities have specific responsibility to participate in solid waste planning and authority to contract with the County for these purposes. To carry forward those programs, and in compliance with the State's directions for county and city solid waste management, planning, and contracting, we provide the following for the City's consideration and action:

- A draft of a new Interlocal Agreement - *Agreement for Thurston County Solid Waste Management, And Solid Waste Management Plan and Hazardous Waste Plan Updates Between Thurston County and City of Tenino*;
- A draft form of resolution adopting the Interlocal Agreement; and
- A draft form of ordinance providing for the direction of all solid waste (other than recycled or diverted waste) to the County system.

We respectfully request the City to consider and take action on the above items by June 30, 2021.

County representatives are available to provide information to the City, and to attend and participate in council meetings to address any questions about the SWMP, the County-wide solid waste program, and the above-referenced documents. Karen Weiss, Interim Solid Waste Division Manager, will be in touch to make arrangements, and can be reached at (360) 867-2327 or karen.weiss@co.thurston.wa.us.

Sincerely,



Ramiro Chavez, PE, PgMP
County Manager
chavezr@co.thurston.wa.us
(360) 754-2960

CITY OF TENINO, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE of the City of Tenino, Washington, relating to solid waste management; designating the Thurston County Solid Waste System for solid waste originating in the City; adding a new section to Chapter 8.32 (Tenino Municipal Code (TMC)).

THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, does hereby ordain as follows:

Section 1. Recitals And Findings.

1.1 The City of Tenino, Washington (“City”) and Thurston County (“County”) entered into an Interlocal Agreement to cooperatively manage solid waste planning and management, and for periodic update of the County Comprehensive Solid Waste Management Plan (including the moderate risk waste management plan) (collectively, the “SWMP”).

1.2 Under the Chapters 70A.205 and 70A.300 RCW, all cities and counties in the state are mandated to adopt and implement a comprehensive solid waste plan and a moderate risk waste management plan.

1.3 The County operates and maintains a system of solid waste collection and disposal under Chapter 36.58 RCW (the “system”), including regulation of solid waste handling at the disposal sites of the system, including the Thurston County Waste and Recovery Center, the Rainier and Rochester Drop-Box Facilities and such other sites designated by the County (“system disposal sites”).

1.4 The integrity of the system and the system disposal sites, and their effective administration, are essential to reduce waste, control pollution and protect and promote the public health, safety and general welfare of the County and the City. Consistent with the

SWMP and state law, it is therefore necessary to designate the system disposal sites as the exclusive disposal sites for all solid waste generated and collected within the system areas, including the City.

1.5 The County, City and other cities participating in the County system of solid waste management and planning have worked collaboratively to develop the SWMP.

1.7 It is in the public interest for the City and consistent with its authority under RCW 35.21.152 to designate disposal sites for solid waste originating within the City.

Section 2. Chapter 8.32 TMC Amended. A new section is added to Chapter 8.32 TMC, as follows:

The Thurston County system for solid waste handling and disposal is hereby designated for the disposal of all solid waste generated and/or collected within the City. The City authorizes the County to designate disposal sites for the disposal of solid waste. No solid waste generated or collected within the City shall be diverted from the County's designated disposal site(s) without the County's prior approval. The designation of the County for solid waste disposal shall not otherwise affect the City's programs for and control over solid waste collection, waste reduction and recycling.

Section 3. Ratification and Confirmation. Any actions of the City or its officers prior to the date thereof and consistent with the terms of this resolution are ratified and confirmed.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as provided by law.

The foregoing Ordinance was ADOPTED by the City Council of the City of Tenino, Washington, at a regular open public meeting thereof the _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF TENINO, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION of the City of Tenino, Washington, relating to solid waste management; authorizing an amended and restated interlocal agreement between the City of Tenino and Thurston County for solid waste management and planning, including the 2021 Thurston County Comprehensive Solid Waste Management Plan; and, authorizing other actions consistent herewith.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO, WASHINGTON, as follows:

Section 1. Recitals And Findings.

1.1 The City of Tenino, Washington (“City”) and Thurston County (“County”) entered into an Interlocal Agreement on November 27, 2012 to cooperatively manage solid waste planning and management, and for periodic update of the County Comprehensive Solid Waste Management Plan (including the integrated moderate risk waste management plan) (collectively, the “SWMP”).

1.2 Under the Chapters 70A.205 and 70A.300 RCW, all cities and counties in the state are mandated to adopt and implement a comprehensive solid waste plan and a moderate risk waste management plan.

1.3 The County operates and maintains a system of solid waste collection and disposal under Chapter 36.58 RCW (the “system”), including regulation of solid waste handling at the disposal sites of the system, including the Thurston County Waste and Recovery Center, the Rainier and Rochester Drop-Box Facilities and such other sites designated by the County (“system disposal sites”).

1.4 The integrity of the system and the system disposal sites, and their effective administration, are essential to reduce waste, control pollution and protect and promote the public health, safety and general welfare of the County and the City. Consistent with the SWMP and state law, it is therefore necessary to designate the system disposal sites as the exclusive disposal sites for all solid waste generated and collected within the system areas, including the City.

1.5 The County, City and other cities and towns participating in the County system of solid waste management and planning have worked collaboratively to develop a plan to replace the 2009 SWMP.

1.6 The City and County have determined to enter into a new, restated Agreement for Thurston County Solid Waste Management, and Solid Waste Management Plan and Hazardous Waste Plan Updates (“Agreement”) to facilitate the integrity of the system, including the facilitation of financing for capital improvements to the system’s facilities, including the Waste and Recovery Center, and the Rainier and Rochester Drop-Box Facilities.

1.7 It is in the public interest for the City and the County to enter into the new, restated Agreement.

Section 2. Agreement Authorized. The [City Manager/Mayor] is hereby authorized to execute the Agreement for Thurston County Solid Waste Management, and Solid Waste Management Plan and Hazardous Waste Plan Updates, which agreement shall be in substantial conformity with the Agreement attached hereto as Exhibit A and incorporated herein by this reference.

Section 3. Administration. The [City Manager/Mayor] is hereby authorized to implement such administrative actions and procedures as may be necessary to carry out the directives of this Resolution.

Section 4. Ratification and Confirmation. Any actions of the City or its officers prior to the date thereof and consistent with the terms of this resolution are ratified and confirmed.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval.

The foregoing Resolution was ADOPTED by the City Council of the City of Tenino, Washington, at a regular open public meeting thereof this _____ day of _____, _____.

Mayor

ATTEST:

[City] _____ City Clerk

INTERLOCAL AGREEMENT FOR THURSTON COUNTY
SOLID WASTE MANAGEMENT, AND SOLID WASTE MANAGEMENT PLAN AND
HAZARDOUS WASTE PLAN UPDATES
BETWEEN THURSTON COUNTY AND CITY OF TENINO

WHEREAS, RCW 35.21.152 recognizes the City's authority over solid waste handling, including the authority to designate disposal sites for solid waste collected within its boundaries. RCW 35.21.152 also authorizes the City to enter contracts with the County for purposes of solid waste handling; and

WHEREAS, The County owns, operates and manages solid waste handling programs and system (collectively "System") under Chapter 36.58 RCW. RCW 36.58.040 recognizes the County's authority over solid waste handling, including the authority to designate disposal sites for solid waste collected within its boundaries. RCW 36.58.040 also authorizes the County to enter contracts with the City for purposes of solid waste handling; and

WHEREAS, The Solid Waste Management Act, Chapter 70A.205 RCW, and the Hazardous Waste Management Act, Chapter 70A.300 RCW, provides for cooperative planning among cities and counties. The County and City have participated in the past in the development and implementation of the 2013 Thurston County Comprehensive Solid Waste Management Plan and the integrated County Hazardous Waste Plan (collectively, the "Plan"); and

WHEREAS, It is to the mutual advantage of the County and the City and their citizens to contract to provide for continued, integrated solid waste and hazardous waste management planning and solid waste programs, including the designation of solid waste handling systems and facilities;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed:

1. AGREEMENT. THIS INTERLOCAL AGREEMENT FOR THURSTON COUNTY SOLID WASTE MANAGEMENT, AND SOLID WASTE MANAGEMENT PLAN AND HAZARDOUS WASTE PLAN UPDATES ("Agreement") is made and entered into by and between Thurston County, a political subdivision of the State of Washington ("County") and the City of Tenino, a Washington municipal corporation ("City"). The County and City are each a "Party" and collectively the "Parties" to this Agreement. The Parties agree as follows. The above-recitals and findings are hereby incorporated in this Agreement by this reference.

2. PURPOSE. The purpose of this Agreement is to authorize the County under chapters 70A.205 and 70A.300 RCW to prepare and adopt updates to the Plan with the participation of the City, and for the County to provide certain solid waste management planning and handling services.

3. FINANCING, FUNDS AND BUDGET.

3.1 The costs of Plan administration and implementation shall be through the County Solid Waste Fund ("Fund"). The Fund is established by the County and maintained through user *Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates*

fees, grants, gifts, loans and other lawful funding sources as outlined in the Plan. The Fund is dependent on the support of the City through this Agreement. The County shall maintain the Fund as a dedicated fund within the County budget. All revenues and expenditures in connection with the Plan subject to this Agreement shall be budgeted and accounted for through this Fund.

3.2 The County may from time-to-time adopt by motion, resolution or ordinance, such rates and charges necessary to recover all costs of the County's solid waste planning, management and handling activities, including for solid waste processing and disposal, defense and payment of claims, capital improvements, landfill closure and post closure costs, waste reduction, recycling and public education relating to solid waste handling, waste reduction and recycling.

4. SOLID WASTE AND HAZARDOUS WASTE MANAGEMENT PLAN ADMINISTRATION.

4.1 The County shall provide solid waste planning and management services for solid waste generated within the City. The County shall plan for hazardous waste planning and management within the City. The County shall serve as the planning authority for the Plan, except for such planning that is the responsibility of federal or state governments. The City shall participate in the Plan, as may be updated from time-to-time. Under RCW 70A.205.040(3) and RCW 70A.300.350, the City authorizes the County to include in the Plan provisions for the management of solid waste and hazardous waste generated within the City.

4.2 After adoption of the Plan by the County following the process under Chapters 70A.205 and 70A.300 RCW, and by the City pursuant to this Agreement, the County shall administer the Plan and shall have full authority to implement solid and hazardous waste management programs and services consistent with the Plan, for the City and the residents within the City boundaries. County management shall be conducted in conformance with all state and federal laws and regulations. Notwithstanding the foregoing, the County has no responsibility for the regulation or management of solid waste collection within the City corporate limits, or for hazardous waste handling or disposal. The County may maintain a program for collection and disposal of hazardous household substances.

5. EDUCATION. The County shall provide support and technical assistance to the City for educational resources and materials related to waste reduction and recycling strategies.

6. SOLID WASTE DISPOSAL. The County shall continue to provide for the efficient disposal of solid waste generated within the unincorporated areas of the County and the City, consistent with the Plan. The County shall be the operating authority for processing, transfer and disposal of solid waste generated within the unincorporated areas of the County and the City. The County shall not be responsible for solid waste that has been eliminated through recycling activities consistent with the Plan and lawfully permitted.

7. FLOW CONTROL. The City shall by ordinance designate the County system for the disposal of all solid waste generated and/or collected within the City. The City authorizes the County to designate disposal sites for the disposal of solid waste. No solid waste generated or collected within the City shall be diverted from the County's designated disposal site(s)

Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

without the County’s prior approval. PROVIDED, HOWEVER, the City may continue to deliver or direct all residential, multi-family, mixed-use, and commercially generated recyclable and compostable materials to any permitted or permit exempt material recovery or composting facility that is operating consistent with all applicable laws. The designation of the County for solid waste disposal shall not otherwise affect the City’s control over solid waste collection.

8. ENFORCEMENT. The County shall have primary responsibility for enforcement of laws and regulations requiring solid waste disposal at sites designated by the County. The City shall cooperate with County in enforcement efforts, and by ordinance shall provide that it is a violation of City law to dispose of waste outside of the System without County approval. When legally feasible, the County shall bring enforcement actions to relating to solid waste handling under this Agreement Sections 7 and 8. However, when the County lacks legal authority to bring an enforcement action, the County may request in writing that the City bring such an enforcement action. The County shall provide all such information as may be necessary to support the action. The City shall comply with such a request or otherwise take action to ensure that all solid waste generated and/or collected within the City is disposed at the County designated disposal site(s). The County shall pay all reasonable attorney fees and costs incurred by the City in taking such enforcement actions.

9. ACCOUNTING. The County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of the City shall have the right to inspect the accounting concerning the County solid and hazardous waste management programs at any reasonable time.

10. PROPERTY. Title to all property acquired with funds from the Fund shall vest in the County. In the event of sale of any property acquired using the Fund, the proceeds from the sale shall be deposited in the Fund or as otherwise required or permitted by law, regulation, grant or contract.

11. INSURANCE AND INDEMNIFICATION.

11.1 Consistent with its management responsibilities under this Agreement, the County shall maintain public liability insurance with limits in accordance with standard practice for its solid waste system, programs and operations.

11.2 The County hereby indemnifies and holds harmless the City and shall defend the City against any claims for personal injury or property damage arising out of the County’s management and operations of the solid waste system, including those set out in the Plan. The County’s indemnification, hold harmless, or defense obligations under this Section do not apply to any claims arising out of the actions of the City or any activities under a City’s control.

12. GENERAL.

12.1 No Third Party Beneficiaries. This Agreement shall not benefit any person who is not a Party, and there are no third party beneficiaries of this Agreement.

12.2 Governing Law; Venue. This Agreement is governed by the laws of the State of Washington. The venue for any action arising out of or relating to this Agreement shall be the Superior Court of Washington for Thurston County.

12.3 Effect on Preceding Contract. This Agreement, upon its execution by the Parties, supersedes any prior Intergovernmental Agreement for the Thurston County Comprehensive Solid Waste Management Plan and Hazardous Waste Management Plan, or related agreement.

12.4 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. Any written or verbal agreements that are not set out in this agreement are expressly excluded.

12.5 No Separate Legal Entity Created; No Property to Be Jointly Held. No separate legal entity is created by this Agreement. In carrying out this Agreement, the Parties will not jointly acquire, hold, or dispose of real or personal property. Any real or personal property used by a Party in carrying out this Agreement remains the property of that Party.

12.6 Recording. Prior to its entry into force, the County shall file this Agreement with the Thurston County Auditor's Office.

13. DEFINITIONS.

13.1 “County drop box facilities” means the Rainier Drop-Box Facility located at 13010 Rainier Acres Road, Rainier, Washington, the Rochester Drop-Box Facility located at 16500 Sargent Road, Rochester, Washington, and such other drop box facilities designated from time to time by the County or in the SWMP as facilities for the placement of a detachable container to receive solid waste from off site, including the area adjacent for necessary entrance and exit roads, unloading and turn around areas.

13.2 “County transfer stations” means the Thurston County Waste and Recovery Center transfer station located at 2420 Hogum Bay Road Northeast, Lacey, Washington, and such other transfer station facilities designated from time to time by the County or in the SWMP as facilities for receipt of solid waste from off-site from persons or route collection vehicles for consolidation into transfer vehicles, vessels or containers for transport to a solid waste handling facility.

13.3 “Department” means the Thurston County Department of Public Works, or such other department or division of County government as may be designated from time-to-time.

13.4 “Director” means the Director of the Department, or designee.

13.5 “Ecology” means the Washington Department of Ecology.

13.6 “Hazardous Waste Management” means the management and handling of certain material under Chapter 70A.300 RCW. “Hazardous waste” means the following, as set forth in RCW 70A.300.010, as now or hereafter amended:

Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

13.6.1 "Hazardous household substances" means those substances identified by Ecology as hazardous household substances in the guidelines developed by Ecology.

13.6.2 "Hazardous substances" or "hazardous materials" means those substances or materials identified as such under regulations adopted pursuant to the federal hazardous materials transportation act, the toxic substances control act, the resource recovery and conservation act, the comprehensive environmental response compensation and liability act, the federal insecticide, fungicide, and rodenticide act, the occupational safety and health act hazardous communications standards, and the state hazardous waste act.

13.6.3 "Moderate risk waste" means (a) any waste that exhibits any of the properties of dangerous waste but is exempt from regulation under chapter 70A.300 RCW solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes that are generated from the disposal of substances identified by Ecology as hazardous household substances.

13.7 "Inert waste" means the following solid waste if it has not been tainted, through exposure from chemical, physical, biological or radiological substances, such that it presents a threat to human health or the environment greater than that inherent to the material: cured concrete, asphaltic materials, brick and masonry, ceramic materials produced from fired clay or porcelain, glass and stainless steel and aluminum, or as otherwise authorized for disposal at an inert waste facility as described in WAC 173-350-410.

13.8 "Participating City" means any city or the City that authorizes the County to prepare its solid waste management plan for inclusion in the SWMP, including any city that may in the future participate in preparing a joint plan for solid waste management, and any city or town that participates in the system.

13.9 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation or any other entity whatsoever, including any affiliate that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such person.

13.10 "Solid waste" or "wastes" means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to MSW, garbage, rubbish, ashes, commercial waste, industrial wastes, demolition and construction wastes, inert wastes, abandoned vehicles or parts thereof, recyclable materials, and unrecovered residues from reclamation operations. See WAC 173-350-021 to determine if material is a solid waste.

13.11 "Solid waste" or "wastes" means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, construction and demolition wastes, land-clearing wastes, inert wastes, abandoned vehicles or parts thereof, contaminated soils, contaminated dredged materials, recyclable materials, and unrecovered residues from reclamation operations.

13.12 "Solid waste handling" means the storage, collection, transportation, treatment, utilization, processing and final disposal of solid waste. See WAC 173-350-100 for expanded definition.

13.13 "System" means the comprehensive County-wide system or systems of solid waste handling, and any successor solid waste system or systems, established under chapter 36.58 RCW and other state laws, which includes without limitation the operation and maintenance of the system disposal sites under this chapter, the regulation of solid waste handling facilities under Title 15 TCC, the SWMP and the rules and regulations of the Board of Health, and the designation of system disposal sites for, and the method or methods of transfer and disposal of, all solid waste generated and collected in the system areas, as established, designated, identified or otherwise provided by the County.

13.14 "System areas" means all unincorporated areas of the County, all incorporated areas of the participating cities and towns and, subject to separate agreement with the County, the areas of any other local government entities.

13.15 "System disposal sites" means the County transfer stations, the County drop box facilities and such other sites designated from time to time by the County or the SWMP as disposal sites of the system.

13.16 "Thurston County Code" or "TCC" is the codification of County ordinances.

14. EFFECTIVE DATE; TERM; EXECUTION. This Agreement shall be in force and remain in effect from the date of the last signature from each of the City and County ("Effective Date"). The Agreement term is to the earlier of twenty (20) years from the Effective Date or the Agreement's amendment or replacement by a new agreement. This Agreement has been executed by each Party on the date set forth below.

THURSTON COUNTY

CITY OF TENINO

Tye Menser

Wayne Fournier

Chairman, Board of County
Commissioners

Mayor

Date: _____

Date: _____

Intergovernmental Agreement with City of Tenino for the Thurston County Solid Waste Management Plan and Hazardous Waste Plan Updates

ATTEST:

ATTEST:

Amy Davis

Clerk of the Board

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JON TUNHEIM

PROSECUTING ATTORNEY

By: _____

Rick Peters

Deputy Prosecuting Attorney

City Attorney