

## **Appendix A – Interlocal Agreements**

FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT REGARDING  
LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT  
AND FLOW CONTROL

This First Amendment to the Interlocal Agreement Regarding Lewis County Solid Waste Disposal District and Flow Control is executed by and among Lewis County ("County"), Solid Waste Disposal District No. 1 of Lewis County ("District"), the cities of Centralia, Chehalis, Morton, Mossyrock, Napavine, Toledo, Vader, and Winlock, and the Town of Pe Ell (collectively referred to as "Cities") (the County, District and Cities are hereinafter jointly referred to as "the parties") for the purpose of extending -- for an additional term of twenty five (25) years -- the integrated and coordinated and coordinated solid waste management system for the County established by the original Interlocal Agreement Regarding Lewis County Solid Waste Disposal District and Flow Control executed on or about April 30, 1992 ("original Interlocal Agreement"). By so doing, the Parties fulfill their obligations under Chapter 70.95 RCW (and related state and federal laws and regulations governing solid waste management) and promote the health, safety and welfare of all County residents. The original Interlocal Agreement, as amended by this First Amendment, shall be deemed the "Agreement" referenced in the original Interlocal Agreement as amended by this First Amendment.

WHEREAS the original Interlocal Agreement Regarding Lewis County Solid Waste Disposal District and Flow Control was executed as of April 30, 1992 and for a term of twenty-five (25) years, ending on or about April 30, 2017;

WHEREAS, the parties fully performed their mutual obligations under that agreement, formed the District and adopted and maintained Flow Control Ordinances in the form required by the Agreement;

WHEREAS, the Parties believe it is in the public interest to extend the original Interlocal Agreement, with its mutual obligations and covenants, for an additional term of twenty-five (25) years;

THEREFORE, in consideration of the mutual promises and covenants stated in the original Interlocal Agreement and extended by this First Amendment, it is hereby agreed:

1. At pages 5 and 6 of the original Interlocal Agreement, Section 2 and paragraphs 2(A), 2(B) and 2(C) are amended to read as follows:

"2. Authority and Obligations of the County: During the Term of this Agreement, the County shall:

- A. Engage in solid waste management and planning as provided in the current and any successor Intergovernmental Agreement for Integrated Solid Waste Management;
- B. Create and maintain a solid waste disposal district pursuant to the provisions of RCW 36.58.100 - .150, the boundaries of which shall be co-extensive with the boundaries of the County, by means of an ordinance in substantially the form attached hereto as Exhibit A, subject to the prior receipt by the County of a resolution enacted by each City

consenting to the inclusion of that City within the boundaries of the District;

- C. Enact and maintain a flow control ordinance in substantially the form attached hereto as Exhibit B not later than ninety (90) days from the date that this Agreement has been signed by all Cities and the County, with respect to all solid waste either originating within, or that is transported for disposal purposes into, the unincorporated areas of the County."

- 2. At pages 7 and 8 of the original Interlocal Agreement, Section 3 and paragraph 3(B) are amended to read as follows:

"3. Authority and Obligations of District: During the Term of this Agreement, the District shall:

....

- B. Subject to the terms of the Third Amended Interlocal Agreement for Centralia Landfill Closure, as amended from time to time ("Closure Agreement"), raise and make available to the Joint Board of the Centralia Landfill Closure Group ("CLCG") formed pursuant to the Closure Agreement funds for closure, post-closure and remediation activities at the Centralia Landfill promptly upon the request of the Joint Board of the CLCG; provided, however, that in the event any member of the CLCG terminates participation in the Closure Agreement pursuant to Section 24.2 of that Agreement, the



District's obligation to raise funds and make them available to the CLCG pursuant to this section shall be limited to amounts required to fully fund the CLCG Members' cost contribution limit described in said Section 24.2, as amended from time to time. The determinations by the CLCG Joint Board as to amounts required and activities to be undertaken shall be binding upon the District. This provision is not intended to limit the ability of the District to raise funds for any lawful purpose;"

3. At pages 9 and 10 of the original Interlocal Agreement, Section 4 and paragraph 4(C) are amended to read as follows:

"4. Responsibilities of the Cities: During the term of this Agreement, each City shall:

....

C. Enact and maintain a flow control ordinance in substantially the form attached hereto as Exhibit D not later than ninety (90) days following the date that this Agreement has been signed by all Cities and the County. Each City shall be responsible for bringing civil or criminal actions against persons who commit violations within its city limits of applicable state statutes, City ordinances, or administrative regulations of the state, County, City or District relating to the disposal of Solid Waste at Disposal Sites;

4. At pages 10 and 11 of the original Interlocal Agreement, Section 5 is amended to read as follows, in its entirety:

"5. Term of Agreement: This Agreement shall remain in force for twenty five (25) years from the date that this First Amendment is effective as to all Cities, the District, and the County.

5. At page 13 of the original Interlocal Agreement, paragraph A of Section 6 is amended to read as follows:

"A. Meet at the call of (1) a majority of its members; (2) the Lewis County Director of Public Works; or (3) the Commissioners of the District;"

6. Except as amended herein, all terms and conditions of the original Interlocal Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Interlocal Agreement Regarding Lewis County Solid Waste Disposal District and Flow Control.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Interlocal Agreement Regarding Lewis County Solid Waste Disposal District and Flow Control.

DATED this 10 day of January, 2017.

CITY OF CENTRALIA, WASHINGTON

By Bonnie Canaday  
\_\_\_\_\_, Mayor

Attest:

Heena Borlodean  
\_\_\_\_\_, City Clerk

[Signature]  
\_\_\_\_\_, City Manager

Approved as to Form:

[Signature]  
\_\_\_\_\_, City Attorney

DATED this 9th day of January, 2017.

CITY OF CHEHALIS, WASHINGTON

By Dennis L. Dawes

Dennis L. Dawes, Mayor

Attest:

Caryn Foley

Caryn Foley, City Clerk

T. Jill Anderson

T. Jill Anderson, City Manager

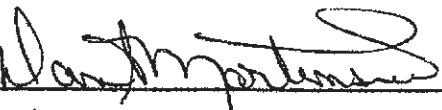
Approved as to Form:

William T. Hillier


William T. Hillier, City Attorney

DATED this 23<sup>rd</sup> day of January, 2017.

CITY OF MORTON, WASHINGTON

By   
Morton, Mayor

Attest:

  
Morton, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, City Manager

Approved as to Form:

  
Morton, City Attorney

DATED this 15<sup>th</sup> day of January, 2017.

CITY OF MOSSYROCK, WASHINGTON

By Thomas L. Meade

THOMAS L. MEADE, Mayor

Attest:

Deaydra Stewart  
Deaydra Stewart City Clerk

\_\_\_\_\_  
\_\_\_\_\_, City Manager

Approved as to Form:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

DATED this 17<sup>th</sup> day of January, 2017.

Town  
~~CITY OF~~ PE ELL, WASHINGTON

By Jan. Willy  
\_\_\_\_\_, Mayor

Attest:

Patricia Shaulhuus  
\_\_\_\_\_, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, City Manager

Approved as to Form:

Allen R. Hazen  
\_\_\_\_\_, City Attorney

DATED this 10<sup>th</sup> day of February, 2017.

CITY OF VADER, WASHINGTON

By Kenneth Smith  
Kenneth Smith, Mayor

Attest:

Jill Nielson  
Jill Nielson, City Clerk

N/A  
\_\_\_\_\_, City Manager

Approved as to Form:

Jennifer S. Robertson  
Jennifer S. Robertson, City Attorney



DATED this 21<sup>st</sup> day of FEBRUARY, 2017.

CITY OF TOLEDO, WASHINGTON

By Steve Dobosh

STEVE DOBOSH, Mayor

Attest:

Michele Whitte

Michele Whitte City Clerk

N/A

\_\_\_\_\_, City Manager

Approved as to Form:

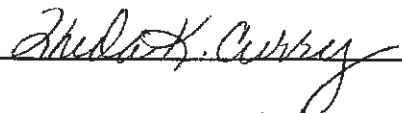
\_\_\_\_\_, City Attorney

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF WINLOCK, WASHINGTON

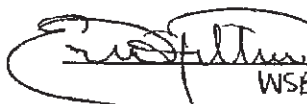
By   
\_\_\_\_\_, Mayor

Attest:

  
\_\_\_\_\_, City Clerk

N/A  
\_\_\_\_\_, City Manager

Approved as to Form:

 City Attorney  
WSBA 42883

DATED this 11<sup>th</sup> day of April, 2017.

CITY OF NAPA VINE, WASHINGTON

By John Sayer  
\_\_\_\_\_, Mayor

Attest:

Mary Wood  
Interim, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, City Manager

Approved as to Form:

\_\_\_\_\_, City Attorney

DATED this 24<sup>th</sup> day of April, 2017.

LEWIS COUNTY, WASHINGTON

By [Signature]

\_\_\_\_\_, Chairman

By Edna J. Tund

\_\_\_\_\_, Commissioner

By [Signature]

\_\_\_\_\_, Commissioner



Attest:

[Signature]

\_\_\_\_\_, Clerk of the Board

[Signature]

ERIC P. MARTIN  
Director of Public Works

Approved as to Form:

[Signature]

\_\_\_\_\_,  
Prosecuting Attorney

DATED this 24<sup>th</sup> day of April, 2017.

SOLID WASTE DISPOSAL DISTRICT NO. 1  
OF LEWIS COUNTY

By Edna J. Fund

\_\_\_\_\_, Chairman

By M. Stanger

\_\_\_\_\_, Commissioner

By John C. Shubert

\_\_\_\_\_, Commissioner

Attest:

Eric P. Martin

Eric P. Martin, Clerk of the District

Approved as to Form:

[Signature]

District Attorney

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

ORDINANCE NO. 1 1 2 4  
AN ORDINANCE CREATING A SOLID WASTE DISPOSAL DISTRICT

WHEREAS, Chapter 36.58 RCW authorizes creation of solid waste disposal districts;  
and

WHEREAS, notice was published in the Daily Chronicle, a newspaper of general circulation within the proposed solid waste disposal district on the 31st day of July, 1992 that hearing would be held on the 10th day of August, 1992 on the matter of creation of said district and public hearing was held at the above-mentioned date and place; and

WHEREAS, additional notice was provided to each city within Lewis County and each city has authorized by resolution attached hereto the inclusion of its territory within the boundaries of such district; and

WHEREAS, the Board of County Commissioners of Lewis County finds it is in the public interest to form the disposal district;

**NOW THEREFORE BE IT ORDAINED:**

Section 1                      District Established

Pursuant to RCW 36.58.100 et. seq., a solid waste disposal district to be known as Solid Waste Disposal District No. 1 of Lewis County is hereby established as a quasi-municipal corporation and independent taxing authority within the meaning of Article VII Section 1 and a taxing district within the meaning of Article VII Section 2 of the Constitution of the State of Washington.

Such district is a body corporate and shall possess all the usual powers of such a corporation for public purposes as well as other powers that may now or hereafter be conferred by law.

Section 2                      Boundaries

The boundaries of said district shall be co-extensive with the boundaries of Lewis County and shall include the territory of all cities and towns lying within Lewis County.

Section 3                      Governing Body

The governing body of said district shall be the legislative authority of Lewis County as now or hereafter constituted.

DONE this 10th day of August, 1992.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

*Betty Eelder*  
County Auditor & Ex-Officio  
Clerk of the Board  
*for Barry E. Zardell*

*Joanna Schwaab*  
Chairman

APPROVED AS TO FORM  
NELSON HUNT, Prosecuting Attorney

*Jay Winter*  
Member

By: *Eugene Butler*  
Eugene Butler, Chief Civil Deputy

*Warren Dallen*  
Member

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY WASHINGTON**

IN RE: AUTHORIZING INCLUSION OF )  
THE UNINCORPORATED AREA WITHIN OF )  
LEWIS COUNTY WITHIN THE BOUNDARIES )  
OF THE LEWIS COUNTY SOLID WASTE )  
WASTE DISPOSAL DISTRICT NO. 1. )

RESOLUTION NO. 92-270

WHEREAS, RCW 36.58.100 et seq. authorizes establishment of solid waste disposal districts; and

WHEREAS, Lewis County proposes the establishment of a county-wide solid waste disposal district to include the entire area within Lewis County; and

WHEREAS, by law the area in the unincorporated area of Lewis County may be included within the boundaries of such district only when authorized by the Board of County Commissioners; and

WHEREAS, it is deemed to be in the public interest to form a single county-wide Solid Waste Disposal District; NOW THEREFORE

BE IT RESOLVED the Board of Lewis County Commissioners (the "County") hereby authorizes the entire unincorporated area within the boundaries of the County to be included within the boundaries of Solid Waste Disposal District No. 1 as proposed by ordinance of Lewis County, a draft form of which ordinance is attached and incorporated herein by this reference as Exhibit A.

DONE IN OPEN SESSION this 30th day of April, 1992.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

Berge Zundell  
County Auditor & Ex-Officio  
Clerk of the Board

Jeanne Schwartz  
Chairman

APPROVED AS TO FORM:

Jay Winter  
Member

NELSON HUNT  
Prosecuting Attorney

Warren Dahlin  
Member

Eugene Butler  
Eugene Butler  
Chief Civil Deputy

RESOLUTION NO. 92-4

A RESOLUTION AUTHORIZING INCLUSION OF THE AREA  
WITHIN THE CORPORATE LIMITS OF THE CITY OF  
MOSSYROCK WITHIN THE BOUNDARIES OF THE LEWIS  
COUNTY SOLID WASTE DISPOSAL DISTRICT NO. 1.

WHEREAS, RCW 36.58.100 et seq. authorizes establishment of solid waste disposal districts; and

WHEREAS, Lewis County proposes the establishment of a county-wide solid waste disposal district to include the entire area within Lewis County; and

WHEREAS, by law the area within the City of Mossyrock may be included within the boundaries of such district only when authorized by the City; and

WHEREAS, it is deemed to be in the public interest to form a single county-wide Solid Waste Disposal District;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mossyrock as follows:

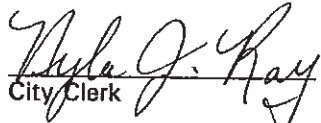
That the City of Mossyrock (the "City") hereby authorizes the entire area within the boundaries of the City to be included within the boundaries of Solid Waste Disposal District No. 1 as proposed by ordinance of Lewis County, a draft form of which ordinance is attached and incorporated herein by this reference in Exhibit 1.

PASSED by the City of Mossyrock, Washington, this 9<sup>th</sup> day of April, 1992.

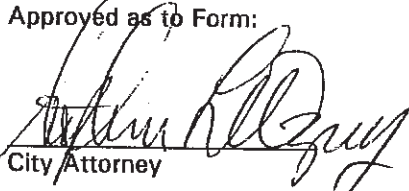
  
Mayor



ATTEST:

  
City Clerk

Approved as to Form:

  
City Attorney

RESOLUTION NO. 1992-2

MAR 1992

A RESOLUTION OF THE CITY OF WINLOCK,  
WASHINGTON, AUTHORIZING INCLUSION OF THE  
AREA WITHIN THE CORPORATE LIMITS OF THE CITY  
OF WINLOCK WITHIN THE BOUNDARIES OF THE  
LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT  
NO. 1.

WHEREAS, the City of Winlock, Washington, has approved the Interlocal Agreement regarding Lewis County Solid Waste Disposal District under Resolution No. 1992-1, passed the 10th day of Feb., 1992, and ~~December, 1991~~;

WHEREAS, Chapter 36.58.100, et seq., Revised Code of Washington, authorizes establishment of solid waste disposal districts; and

WHEREAS, Lewis County proposes the establishment of a county-wide solid waste disposal district to include the entire area within Lewis County; and

WHEREAS, the area within the corporate limits of the City of Winlock, Washington, may be included within the boundaries of the solid waste disposal district only when authorized by the City; and

WHEREAS, it is in the best interest of the citizens of the City of Winlock, Washington, and in the public interest to form a single county-wide solid waste disposal district; now, therefore,

THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO  
RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of Winlock, Washington, hereby authorizes the entire area within the corporate boundaries of the City to be included within the boundaries of the Solid Waste Disposal District No. 1 as proposed by Ordinance of Lewis County, a draft of which is attached hereto, marked Exhibit "A", and incorporated herein by this reference.

ADOPTED by the City Council of the City of Winlock, Washington, and  
APPROVED by its Mayor, at a regularly scheduled open public meeting thereof this  
10th day of Feb., 1992.

  
\_\_\_\_\_  
Mayor

RESOLUTION NO. 2179

A RESOLUTION OF THE CITY OF CENTRALIA,  
WASHINGTON, AUTHORIZING INCLUSION OF THE AREA  
WITHIN THE CORPORATE LIMITS OF THE CITY OF  
CENTRALIA WITHIN THE BOUNDARIES OF THE LEWIS  
COUNTY SOLID WASTE DISPOSAL DISTRICT NO. 1.

Whereas, RCW 36.58.100 et seq. authorizes establishment of  
solid waste disposal districts; and

Whereas, Lewis County proposes the establishment of a county  
wide solid waste disposal district to include the entire area  
within Lewis County; and

Whereas, by law the area within the City of Centralia may be  
included within the boundaries of such district only when  
authorized by the City; and

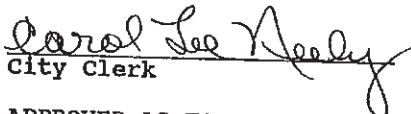
Whereas, it is deemed to be in the public interest to form a  
single county-wide Solid Waste Disposal District; Now, therefore,

BE IT RESOLVED that the City of Centralia (the "City") hereby  
authorizes the entire area within the boundaries of the City to be  
included within the boundaries of Solid Waste Disposal District No.  
1 as proposed by ordinance of Lewis County, a draft form of which  
is attached and incorporated herein by this reference as Exhibit A.

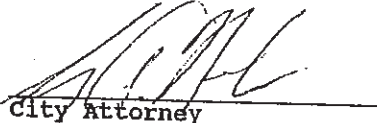
ADOPTED by the City Council of the City of Centralia,  
Washington and executed by its Mayor at a regularly scheduled  
meeting thereof this 20<sup>th</sup> day of April, 1992.

  
MAYOR

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

RESOLUTION NO. 1-92

JAN 1992  
RECEIVED  
LEWIS COUNTY

**A RESOLUTION OF THE CITY OF CHEHALIS,  
WASHINGTON, AUTHORIZING INCLUSION OF THE  
AREA WITHIN THE CORPORATE LIMITS OF THE CITY  
OF CHEHALIS WITHIN THE BOUNDARIES OF THE  
LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT  
NO. 1.**

WHEREAS, the City of Chehalis, Washington, has approved the Interlocal Agreement regarding Lewis County Solid Waste Disposal District under Resolution No. 24-91, passed the 23rd day of December, 1991; and

WHEREAS, Chapter 36.58.100, et seq., Revised Code of Washington, authorizes establishment of solid waste disposal districts; and

WHEREAS, Lewis County proposes the establishment of a county-wide solid waste disposal district to include the entire area within Lewis County; and

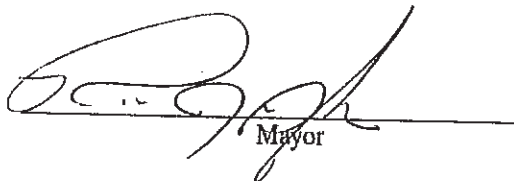
WHEREAS, the area within the corporate limits of the City of Chehalis, Washington, may be included within the boundaries of the solid waste disposal district only when authorized by the City; and

WHEREAS, it is in the best interest of the citizens of the City of Chehalis, Washington, and in the public interest to form a single county-wide solid waste disposal district; now, therefore,

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO  
RESOLVE AS FOLLOWS:**

Section 1. The City Council of the City of Chehalis, Washington, hereby authorizes the entire area within the corporate boundaries of the City to be included within the boundaries of the Solid Waste Disposal District No. 1 as proposed by Ordinance of Lewis County, a draft of which is attached hereto, marked Exhibit "A", and incorporated herein by this reference.

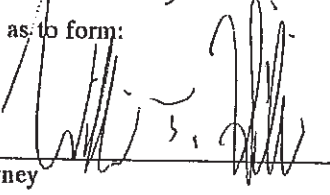
ADOPTED by the City Council of the City of Chehalis, Washington, and  
APPROVED by its Mayor, at a regularly scheduled open public meeting thereof this  
27th day of January, 1992.

  
Mayor

Attest:

  
City Clerk

Approved as to form:

  
City Attorney

RESOLUTION NO. 61

A RESOLUTION OF THE TOWN OF PE ELL  
AUTHORIZING INCLUSION OF THE AREA WITHIN THE  
CORPORATE LIMITS OF THE TOWN OF PE ELL,  
WASHINGTON WITHIN THE BOUNDARIES OF THE  
LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT  
NO. 1

WHEREAS, RCW 36.58.100 et seq. authorizes establishment of solid waste disposal districts; and

WHEREAS, Lewis County proposed the establishment of a county wide solid waste disposal district to include the entire area within Lewis County; an

WHEREAS, by law the area within the Town of Pe Ell, Washington may be included within the boundaries of such district only when authorized by the Town; and

WHEREAS, it is deemed to be in the public interest to form a single county-wide Solid Waste Disposal District;

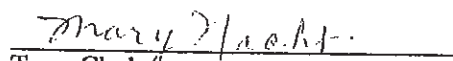
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PE ELL, WASHINGTON AS FOLLOWS:

Section 1. The Town of Pe Ell, Washington hereby authorized the entire area within the boundaries of the Town to be included within the boundaries of Solid Waste Disposal District No. 1 as proposed by ordinance of Lewis County, a draft form of which ordinance is attached and incorporated herein by this reference as Exhibit "I".


ADOPTED by the Town Council of the Town of Pe Ell, Washington, and  
APPROVED by its Mayor, at a regularly scheduled open public meeting thereof this  
4 day of Feb., 1992.

  
Mayor

Attest:

  
Town Clerk

Approved as to form:

  
Town Attorney

Attest:

Val M. Pitty  
City Clerk

Approved as to form:

Richard L. Brosey  
Richard L. Brosey, City Attorney

Claine Bowen  
MAYOR Pro-Tem

Margaret Barnes  
Mike Olson  
Dallas C. Johnson  
Danille Hale

RESOLUTION NO. 92-1-2

A RESOLUTION AUTHORIZING INCLUSION OF THE AREA  
WITHIN THE CORPORATE LIMITS OF THE CITY OF  
NAPAVINE WITHIN THE BOUNDARIES OF THE LEWIS  
COUNTY SOLID WASTE DISPOSAL DISTRICT NO. 1.

WHEREAS, RCW 36.58.100 et seq. authorizes establishment of  
solid waste disposal districts; and

WHEREAS, Lewis County proposes the establishment of a county  
wide solid waste disposal district to include the entire area  
within Lewis County; and

WHEREAS, by law the area within the City of Napavine may be  
included within the boundaries of such district only when  
authorized by the City; and

WHEREAS, it is deemed to be in the public interest to form a  
single county-wide Solid Waste Disposal District;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City  
of Napavine as follows:

That the City of Napavine (the "City") hereby authorizes the  
entire area within the boundaries of the City to be included within  
the boundaries of Solid Waste Disposal District No. 1 as proposed  
by ordinance of Lewis County, a draft form of which ordinance is  
attached and incorporated herein by this reference in Exhibit 1.

PASSED UNANIMOUSLY by the City of Napavine, Washington, this  
14 day of January, 1992.

  
MAYOR

ORIGINAL



Attest:

Sallyanne Wood  
City Clerk

Approved as to form:

D L Williams  
Dana L. Williams  
City Attorney

James W. Canale  
James Canale  
Robert Dickhoff  
Duane H. Elwood

RESOLUTION NO. 320

A RESOLUTION OF THE CITY OF MORTON AUTHORIZING INCLUSION OF THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF MORTON WITHIN THE BOUNDARIES OF THE LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT NO. 1.

WHEREAS, RCW 36.58.100 et seq. authorizes establishment of solid waste disposal district; and

WHEREAS, Lewis County proposes the establishment of a county wide solid waste disposal district to include the entire area within Lewis County; and

WHEREAS, by law the area within the City of Morton may be included within the boundaries of such district only when authorized by the City; and

WHEREAS, it is deemed to be in the public interest to form a single county-wide Solid Waste Disposal District;

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of Morton as follows:

That the City of Morton (the "City") hereby authorizes the entire area within the boundaries of the City to be included within the boundaries of Solid Waste Disposal District No. 1 as proposed by ordinance of Lewis County, a draft form of which ordinance is attached and incorporated herein by this reference as Exhibit 1.

APPROVED this 21 day of January, 1992.

  
DAYLE E. CLAYCAMP, Mayor

Attest:

  
SHERRY CLAYCAMP, Clerk

RESOLUTION NO. 92-02

A RESOLUTION AUTHORIZING INCLUSION OF THE AREA  
WITHIN THE CORPORATE LIMITS OF THE CITY OF VADER  
WITHIN THE BOUNDARIES OF THE LEWIS COUNTY SOLID  
WASTE DISPOSAL DISTRICT NO. 1.

WHEREAS, RCW 36.58.100 et seq. authorizes establishment of solid waste disposal districts; and

WHEREAS, Lewis County proposes the establishment of a county-wide solid waste disposal district to include the entire area within Lewis County; and

WHEREAS, by law the area within the City of Vader may be included within the boundaries of such district only when authorized by the City; and

WHEREAS, it is deemed to be in the public interest to form a single county-wide Solid Waste Disposal District;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Vader as follows:

That the City of Vader (the "City") hereby authorizes the entire area within the boundaries of the City to be included within the boundaries of Solid Waste Disposal District No. 1 as proposed by ordinance of Lewis County, a draft form of which ordinance is attached and incorporated herein by this reference in Exhibit 1.

PASSED UNANIMOUSLY by the City of Vader, Washington, this 4th day of March, 1992.

  
Mayor

RESOLUTION NO. 89A

RESOLUTION OF THE CITY OF TOLEDO APPROVING THE INCLUSION OF THE CITY OF TOLEDO WITHIN THE BOUNDARIES OF THE LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT NO. 1

WHEREAS RCW 36.58.100 et.seq. authorizes establishment of solid waste disposal districts; and

WHEREAS Lewis County proposes to establish a countywide solid waste disposal district to include the entire area within Lewis County; and

WHEREAS by law the area within the City of Toledo may be included within the boundaries of such district only when authorized by the city; and

WHEREAS it is deemed to be in the public interest to form a single county wide solid waste disposal district and to include the area encompassing the City of Toledo within said countywide solid waste disposal district,

NOW, THEREFORE, BE IT RESOLVED by the city council, City of Toledo that the City of Toledo, ("the city") hereby authorizes the entire area within the corporate boundaries of the city to be included within the boundaries of the solid waste disposal district No.1 as proposed by ordinance of Lewis County, a draft form of which ordinance is attached hereto and incorporated herein by reference as Exhibit "1".

PASSED UNANIMOUSLY, BY THE CITY COUNCIL of the City of Toledo, this 3rd day of February, 1992.

COPY

ATTEST:

Michelle Finke  
City Clerk

Approved as to Form:

Steve Buzzard  
Steve Buzzard,  
City Attorney

INTERLOCAL AGREEMENT REGARDING  
LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT  
AND FLOW CONTROL

This Interlocal Agreement ("Agreement") is executed by and among Lewis County ("County"), Solid Waste Disposal District No. 1 of Lewis County, ("District"), the cities of Centralia, Chehalis, Morton, Mossyrock, Napavine, Toledo, Vader, and Winlock, and the town of Pe Ell (collectively the "Cities") (the County, District and Cities are hereinafter jointly referred to as "the parties") for the purposes of establishing an integrated and coordinated solid waste management system for the County; fulfilling the parties' obligations under Chapter 70.95 RCW, and other state and federal laws and regulations governing solid waste management; and contributing to the health and safety of all County residents.

WHEREAS, the parties recognize the need and obligation to meet federal and state mandates for solid waste planning and management; and

WHEREAS, the parties believe that implementation of the County's comprehensive solid waste management plan as it has been developed pursuant to RCW 70.95 on behalf of the Cities and County and approved by the Department of Ecology, and as it may

be amended from time to time ("Plan") can best be accomplished on a cooperative basis under the leadership of the County; and

WHEREAS, the Cities agree that to implement the Plan, the County must control the flow and disposal of all solid wastes originating within the Cities, with such control to continue for many years depending upon future arrangements for disposal; and

WHEREAS, programs of solid waste reduction and recycling can be most effective when carried out pursuant to a coordinated Plan; and

WHEREAS, adequate funding must be provided for closure, post-closure and remediation of the Centralia Landfill pursuant to appropriate Court decrees; and

WHEREAS, the County must have adequate funding to support its solid waste management activities, including but not limited to arranging for new disposal facilities and services, and to meet its other financial obligations for solid waste planning and management as required by law; and

WHEREAS, the County and Cities believe that formation of a Lewis County solid waste disposal district as authorized by RCW

36.58.100 will promote the efficiency and effectiveness of their efforts to accomplish their solid waste management efforts;

WHEREAS, the parties are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW; and

WHEREAS, the parties each hereby find and determine that this Agreement is mutually fair and advantageous to each of them;

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

1. Definitions. Except for the terms defined in this section, and unless the context indicates otherwise, for the purposes of this Agreement and any related agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the parties shall use the definitions found in RCW 70.95.030; 70.138.020, 81.77.010 and WAC 173-304-100, as they may be amended from time to time.

A. "City" means any of the cities of Centralia, Chehalis, Morton, Mossyrock, Napavine, Toledo, Vader, or Winlock, or the town of Pe Ell (collectively, the "Cities").



B. "Disposal Site" means a facility where any final treatment, utilization, processing, transfer or deposit of County Solid Waste occurs, and for which a permit is required pursuant to RCW 70.95.170-.190. For purposes of this Agreement a transfer station or a drop box shall be deemed a Disposal Site.

C. "District" means the solid waste disposal district that the County agrees to establish pursuant to this Agreement.

D. "Ecology" means the Washington State Department of Ecology, or its successor agency.

E. "Executive Committee" means the Executive Advisory Committee established pursuant to Section 6 of this Agreement.

F. "Operator" means any Person with whom the District or the County contracts for any or all of the design, construction, ownership or operation of any Disposal Site or other solid waste handling facility.

G. "Plan" means the Lewis County Comprehensive Solid Waste Management Plan, as it now exists and may be amended from time to time.

H. "System" means the system of solid waste handling established by the County, including by not limited to strategies and programs for solid waste handling owned, operated or provided for by the County, either directly or by contract with the District or Operators, and all administrative activities related thereto. The term "System" includes all Disposal Sites and other facilities designated by the County for the disposal or other handling of solid waste, and the programs and facilities included in the County's System.

2. Authority and Obligations of the County: The County shall:

A. Engage in solid waste management and planning as provided in the Intergovernmental Agreement for Integrated Solid Waste Management dated March 12, 1991;

B. Create a solid waste disposal district pursuant to the provision of RCW 36.58.100 - .150, the boundaries of which shall be co-extensive with the boundaries of the County, by means of an ordinance in substantially the form attached hereto as Exhibit A, subject to the prior receipt by the County of a resolution enacted by each City consenting to the inclusion of that City within the boundaries of the District;

C. Enact a flow control ordinance in substantially the form attached hereto as Exhibit B not later than ninety (90) days from the date that this Agreement has been signed by all Cities and the County, with respect to all solid waste either originating within, or that is transported for disposal purposes into, the unincorporated areas of the County.

D. Not less than 45 days prior to the time the County intends either to: (1) issue a request for bids or a request for proposals to export substantial amounts of County or City solid waste; or (2) issue bonds to construct a new facility for handling substantial amounts of solid waste, the County shall provide the Cities with written notice describing the intended action to be taken.

E. Designate a Disposal Site or Sites for solid waste either generated and collected within, or transported for disposal purposes into, unincorporated areas of the County, and for solid waste generated within Cities adopting a flow control ordinance pursuant to Section 4.3 of this Agreement. The County shall regulate rates for disposal of such waste at such designated Disposal Sites; provided, that said rates shall be just, fair and reasonable; and provided further that rates for disposal of solid waste generated within Cities shall not exceed the rates for disposal of solid waste generated within

unincorporated areas of the County. Such Disposal Site or Sites shall not be changed or supplemented without prior review by the Executive Committee, except in cases of emergency.

3. Authority and Obligations of the District: The District shall:

A. In consultation with the County and Cities as provided in this Agreement, the District shall fund and provide solid waste disposal services and facilities in a manner consistent with the Plan. Such services include, but are not limited to, entering into agreements with Cities or the County to provide funds for various waste reduction, recycling and other programs specified by the Plan, and constructing, owning and operating transfer stations and other solid waste handling facilities;

B. Subject to the terms of the Interlocal Agreement for Centralia Landfill Closure ("Closure Agreement"), raise and make available to the Joint Board of the Centralia Landfill Closure Group ("CLCG") formed pursuant to the Closure Agreement funds for closure, post-closure and remediation activities at the Centralia Landfill promptly upon request of the Joint Board of the CLCG; provided, however, that in the event that any member of the CLCG terminates participation in the Closure Agreement

pursuant to Section 24.2 of that Agreement, the District's obligation to raise funds and make them available to the CLCG pursuant to this section shall be limited to amounts required to fully fund the CLCG Members' cost contribution limit described in said Section 24.2. Determinations by the CLCG Joint Board as to amounts required and activities to be undertaken shall be binding upon the District. This provision is not intended to limit the ability of the District to raise funds for any lawful purpose;

C. Not less than 45 days prior to the time the District intends either to: (1) issue a request for bids or a request for proposals to export substantial amounts of County or City solid waste; or (2) issue bonds to construct a new facility for handling substantial amounts of solid waste, the District shall provide the Cities with written notice describing the intended action to be taken; and

D. Have such other powers and obligations as may be provided by state law and ordinances of the County, as the same may be revised from time to time.



4. Responsibilities of the Cities: Each City shall:

A. Include, where appropriate, provisions in its franchise agreements with solid waste collection companies to implement curbside recycling or other waste reduction and recycling programs of the adopted Plan;

B. Promptly adopt a resolution substantially in the form of Exhibit C, approving the inclusion of the areas within its respective city limits within the District;

C. Enact a flow control ordinance in substantially the form attached hereto as Exhibit D not later than ninety (90) days following the date that this Agreement has been signed by all Cities and the County. Each City shall be responsible for bringing civil or criminal actions against persons who commit violations within its city limits of applicable state statutes, City ordinances, or administrative regulations of the state, County, City or District relating to the disposal of Solid Waste at Disposal Sites;

D. If the County or District enter into any agreements with Operators or issue obligations to finance District activities, then, for the duration of those obligations or agreements, or the term of this Agreement, whichever is

shorter, each City shall: (1) maintain in full force and effect a flow control ordinance, in substantially the form of Exhibit D, providing that any person that disposes of Solid Waste, other than exempt materials, originating within or transported into such City, at a location other than a Disposal Site or sites designated by the County will be subject to civil penalties, and also that any person who knowingly disposes of such Solid Waste other than at a Disposal Site or sites designated by the County will be guilty of a misdemeanor; (2) take reasonable action to enforce such flow control ordinance; (3) revise as appropriate any contracts with solid waste haulers to ensure that solid waste hauled is disposed at County designated Disposal Sites consistent with the Plan; and (4) take no action to exempt its solid waste hauler(s) from fees charged by the District; and

E. Cooperate in implementing Plan elements, particularly those related to solid waste reduction and recycling.

5. Duration and Termination of, and Withdrawal from, Agreement: This Agreement shall remain in force for 25 years from the date that it is first effective as to all Cities, the District, and the County, unless earlier terminated or extended pursuant to the provisions of this section. No party may

terminate or withdraw from this Agreement before January 1, 1995. After that date, termination and withdrawal may occur as follows:

A. Termination. This Agreement may be terminated in any year from and after 1995, either (1) by vote of any combination of the Parties hereto, excluding the District, (it being understood that the County shall be deemed to represent the population in unincorporated areas of Lewis County) representing at least 75% of the population of all areas of Lewis County, by giving written notice to all Parties no less than nine (9) months prior to the last day of the County's then-current budget year; provided, however, that this Agreement may not be terminated if termination would impair any contractual obligation of the County or District; and provided further, that if a termination of this Agreement is prospectively approved pursuant to this provision (that is, if approved for a date in the future when existing contracts will have expired or otherwise not be impaired), then no Party to this Agreement shall take any action that would result in such termination resulting in an impairment of contract. Termination shall not absolve any party of responsibility for meeting financial and other obligations outstanding at the time of termination. In addition to the foregoing conditions, no termination of this Agreement may take place until and unless each City and the County has prepared and received Ecology approval of its own solid waste management plan,



and until the Parties have ensured that adequate provision has been made to finance closure, post-closure and remediation activities at the Centralia Landfill.

B. Withdrawal. In any year from and after 1995, a City may withdraw from this Agreement by giving written notice to all parties no less than nine (9) months prior to the last day of the County's then-current budget year; provided, however, that no City may withdraw from this Agreement if withdrawal would impair any contractual obligation of the County or District. Withdrawal will not absolve any City of responsibility for meeting financial and other obligations outstanding at the time of withdrawal. If a City elects by this section to withdraw at some future date when there would be no impairment of existing contracts as a result of such withdrawal, then no Party to this Agreement shall take any action that would result in such withdrawal resulting in an impairment of contract. Prior to withdrawal, a withdrawing City shall (1) prepare and receive Ecology approval of its own solid waste management plan; and (2) ensure to the satisfaction of all Parties that adequate provision has been made to finance the City's share of closure, post-closure and remediation activities at the Centralia Landfill. Withdrawal of any City shall not terminate this Agreement with respect to the nonwithdrawing parties. Notwithstanding the foregoing, in no

event may a City withdraw its territory from the District during the original 25-year term of this Agreement.

6. Formation of Executive Advisory Committee: An Executive Advisory Committee is hereby formed to consider various matters in the management of the Plan and District, and to advise the Board of County Commissioners, as the governing body of the District, on District matters. The Executive Committee shall be composed of one elected official from Lewis County and one elected official from each City executing this Agreement, such officials to be selected by the governing body of the Party so represented. The Executive Committee shall:

A. Meet at the call of (1) a majority of its members; (2) the Lewis County Director of Public Services; or (3) the Commissioners of the District;

B. Consider direct implementation strategies for the Plan, including funding allocations as may be recommended to the Board of County Commissioners;

C. Review and recommend annually to the Board of County Commissioners whether there should be any revision either to the rate of any tax imposed by the District or to any other fee or charge imposed;

D. Advise the District whether issues are both County-wide and primarily involve solid waste;

E. Review and comment on any proposed amendments to the County flow control ordinance and the designation of any Disposal Site pursuant to such ordinance; provided, however, that if the Executive Committee fails to review or comment on any such proposed ordinance or designation within 30 days after it has been submitted to the Executive Committee, the Executive Committee shall be deemed to have commented favorably on such proposed ordinance or designation.

For purposes of RCW 39.34.030(4), the Executive Committee is a "joint board." There will be no real or personal property held by the Executive Committee under this Agreement.

7. Assets and Liabilities: On termination of this Agreement, any assets owned separately by a party shall remain the property of that party. In entering into this Agreement, neither party assumes liability for the actions or activities of the other, except as provided by law or as may be agreed by the parties from time to time.

8. Miscellaneous Provisions

A. Effective Date: This Agreement shall take effect with respect to the Cities and the County on the first date on which all Cities and the County have taken all necessary action to authorize and have executed this Agreement. This agreement shall take effect with respect to the District on the date on which the District has taken all necessary action to authorize and has executed this Agreement for all purposes as to all parties. Notwithstanding the foregoing, this Agreement shall not enter into force unless it has been first approved by Ecology, as required by RCW 39.34.050.

B. Amendment: This Agreement may be amended only in writing and only by agreement of all parties and adoption by each party of the required ordinance or resolution authorizing execution of such amendment.

C. Non-Waiver: No waiver by any 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 of a different provision of this Agreement.

D. No Third Party Beneficiary: This Agreement is entered into to protect the public health and safety of the residents of the Cities and County and to promote the safe and efficient disposal or other handling of solid waste originating in, or transported for disposal purposes into the Cities and the County. This Agreement is not entered into with the intent that it shall benefit any party not signing this Agreement, and no other person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

E. Severability: If any provision of this Agreement is determined to be invalid, the remaining provisions shall continue in full force and effect.

F. Counterparts. This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

IN WITNESS HEREOF, this Agreement is executed this 30<sup>th</sup> day of April, 1992<sub>2</sub> by Lewis County.

LEWIS COUNTY, WASHINGTON

Joanne Schwartz  
Ray Winter  
Darren Doherty  
County Commissioners

APPROVED AS TO FORM:

NELSON E. HUNT, PROSECUTING ATTORNEY

By: Eugene Butler  
Eugene Butler, Chief Civil Deputy

APPROVED BY RESOLUTION NO. 92-269

IN WITNESS HEREOF, this Agreement is executed this 22<sup>nd</sup> day  
of September, 1992 by Solid Waste Disposal District No. 1 of  
Lewis County.

SOLID WASTE DISPOSAL DISTRICT NO. 1  
OF LEWIS COUNTY, WASHINGTON

Warren Dahlen

\_\_\_\_\_  
County Commissioners, Ex Officio

APPROVED AS TO FORM:

NELSON E. HUNT, PROSECUTING ATTORNEY

By: Eugene Butler  
Eugene Butler, Chief Civil Deputy

APPROVED BY RESOLUTION NO. \_\_\_\_\_

Dated this 12<sup>th</sup> day of March, 1991.

City of Centralia

  
Mayor

Attest:

  
City Clerk

Approved as to Form:

  
City Attorney

Signed this 23rd day of December, 1991.

CITY OF CHEHALIS, WASHINGTON

By

Robert J. Spahr, Mayor

ATTEST:

By:

Jo Ann Hagola  
Title:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED BY Resolution NO. 24-91 EFFECTIVE DATE: 12-23-91  
(Resolution or Ordinance)



Signed this 6 day of January, 1992.

CITY OF MORTON, WASHINGTON

By *Henry H. Hathaway*  
*Mayor*, Mayor

ATTEST:

By: *Sherry Claycamp*  
Title: *Clerk / Treasurer*

APPROVED AS TO FORM:

*William C Boe*  
City Attorney

APPROVED BY *P. Brown* NO. *319* EFFECTIVE DATE: *01/21/92*  
(Resolution or Ordinance)

Signed this 13<sup>th</sup> day of Feb., 1992.

CITY OF MOSSYROCK, WASHINGTON

By

Samuel D. Sullivan  
Mayor

ATTEST:

By:

Title:

Nyla J. Ray  
Clerk/Treasurer

APPROVED AS TO FORM:

Robert L. Dwyer  
City Attorney

APPROVED BY Ordinance NO. 925 EFFECTIVE DATE: 2/13/92.  
(Resolution or Ordinance)

Res. 92-3 04/09/92

Signed this 11 day of February, 1991.

CITY OF NAPAVALINE, WASHINGTON

By Ruby V. Guido, Mayor

ATTEST:

By: Salvatore Facchetti  
Title: Clerk-Treasurer

APPROVED AS TO FORM:

D. L. Wain  
City Attorney WSBA #12519

APPROVED BY Resolution NO. 92-2-3 EFFECTIVE DATE: 2-11-92  
(Resolution or Ordinance)

Signed this 4<sup>th</sup> day of Feb-, 1992.

TOWN OF PE ELL, WASHINGTON

By Colores A. Tee, Mayor

ATTEST:

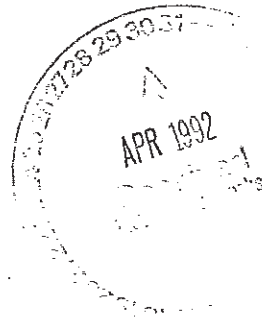
By: Mary Nacht  
Title: Clerk/Treas.

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

APPROVED BY \_\_\_\_\_ NO. 355 EFFECTIVE DATE: March 17, 1992  
(Resolution or Ordinance)

Resolution #60 02/04/92



Signed this 16 day of March, 1992.

CITY OF TOLEDO, WASHINGTON

By Elaine Bowen, Mayor Pro Tem

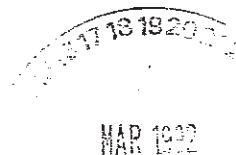
ATTEST:

By: Valerie Marty  
Title: Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED BY Resolution NO. 88A EFFECTIVE DATE: 2-3-92  
(Resolution or Ordinance)



Signed this 4th day of MARCH, 199XX 2

CITY OF VADER, WASHINGTON

By Geronne Johnson, Mayor

ATTEST:

By: Michelle Finkas  
Title: CLERK / TREASURER

APPROVED AS TO FORM:

M. J. [Signature]  
City Attorney

APPROVED BY Resolution NO. 92-01 EFFECTIVE DATE: 3/4/92  
(Resolution or Ordinance)

Signed this 8th day of April, 1991.

CITY OF WINLOCK, WASHINGTON

By [Signature], Mayor

ATTEST:

By: Katherine M. Korpi  
Title: clerk-treas

APPROVED AS TO FORM:

[Signature]  
City Attorney

APPROVED BY Resolution NO. 1992-1 EFFECTIVE DATE: Feb. 10, 1992  
(Resolution or Ordinance)

## **Appendix B – State Environmental Policy Act Checklist and Determination of Non-Significance**



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## **WAC 197-11-960 Environmental checklist.**

### *Purpose of checklist:*

The State Environmental Policy Act (SEPA), chapter [43.21C](#) RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### *Instructions for applicants:*

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later. Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### *Use of checklist for nonproject proposals:*

For nonproject proposals complete this checklist and the supplemental sheet for nonproject actions (Part D). The lead agency may exclude any question for the environmental elements (Part B) which they determine do not contribute meaningfully to the analysis of the proposal. For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

## A. Background

1. Name of proposed project, if applicable:

Lewis County Comprehensive Solid Waste and Hazardous Waste Management Plan

2. Name of applicant:

Lewis County

3. Address and phone number of applicant and contact person:

Melanie Case, Recycling Program Coordinator  
Lewis County, Dept of Public Works  
Solid Waste Utility  
1411 S. Tower Ave.  
P.O. Box 180  
Centralia, WA 98531  
(360) 740-1452

4. Date checklist prepared:

November 28, 2023

5. Agency requesting checklist:

Lewis County Department of Community Development

6. Proposed timing or schedule (including phasing, if applicable):

Lewis County will complete the draft Lewis County Comprehensive Solid Waste and Hazardous Waste Management Plan (referred to hereafter as the "Plan" in this checklist) in late 2023. Local adoption of the Plan by the agencies listed in Item A.10, below, is expected by second quarter of 2024, and the Plan will become effective at that time. Implementation will occur through 2028.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Washington State law requires that solid waste management plans be reviewed regularly and updated as needed. The next Plan review and potential update is anticipated in 2028.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Environmental review will occur subsequently on a per-project basis, as applicable. This checklist is for a non-project action.

This Plan supersedes previous Lewis County solid waste and moderate risk waste (MRW) management plans including the *2008 Lewis County Solid and Moderate Risk Waste Management Plan*. A SEPA Environmental Checklist was completed for the document and is dated July, 17, 2007.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

There are no specific properties or projects covered in the Plan as this is a non-project action.

10. List any government approvals or permits that will be needed for your proposal, if known.

Approvals are required from: the Lewis County Board of County Commissioners; the cities and towns of Centralia, Chehalis, Morton, Mossyrock, Napavine, Pe Ell, Toledo, Vader, and Winlock; the Lewis County Solid Waste Advisory Committee; and Washington State Department of Ecology (Ecology).

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The Plan recommends strategies to manage solid waste and Moderate Risk Waste (MRW) generated in Lewis County, Washington. Solid waste handling includes management, storage, collection, diversion, transportation, treatment, use, processing, and final disposal. The Plan includes recommendations for municipal solid waste (MSW), MRW, diversion, construction and demolition debris, organics, and miscellaneous wastes requiring special handling (these wastes have some similarity to "normal" MSW and can be managed in a similar fashion with some additional precautions or special handling procedures, e.g. agricultural waste, animal carcasses, appliances, asbestos, biomedical waste, construction and demolition debris, electronic waste, vehicles, pharmaceuticals, tires, disaster debris, and yard waste). The Plan describes exporting waste to the Cowlitz County Headquarters Landfill.

Plan goals include the following:

- Provide convenient and reliable services for managing solid waste materials.
- Promote use of innovative and economical waste handling methods.
- Emphasize waste reduction as a fundamental management strategy.
- Encourage recovery of marketable resources from solid waste.
- Encourage public / private partnerships for waste reduction and recycling programs.
- Maintain a solid waste management system and suitable agreements between Lewis County, incorporated cities, franchise haulers, contract haulers, and other users of the solid waste facilities that result in minimizing costs to Lewis County's citizens.
- Evaluate, consider, and maintain the regional approach to solid waste management in Lewis County to include waste from outside Lewis County.
- Increase public awareness on solid waste issues and provide citizens with information and education to implement recommended waste management practices.
- Minimize the environmental impacts to climate, air, water, and land that are associated with waste generation, transportation, handling, recycling, and disposal.
- Comply with federal, state, and local solid waste and MRW regulations.
- Recognize and support local conditions associated with the management of solid waste and MRW.
- Provide equitable services and develop a solid waste system that supports diversity, equity, and inclusion.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The Plan includes incorporated and unincorporated areas of Lewis County. Figure 2-2 of the Plan provides a map of Lewis County and the cities and towns of Centralia, Chehalis, Morton, Mossyrock, Napavine, Pe Ell, Toledo, Vader, and Winlock.

## **B. ENVIRONMENTAL ELEMENTS**

### **1. Earth**

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other \_\_\_\_\_

Not applicable (N/A) for a non-project action.

b. What is the steepest slope on the site (approximate percent slope)?

N/A

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

N/A

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

N/A

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

N/A

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

N/A

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

N/A

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

N/A

## 2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

N/A

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

N/A

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A

## 3. Water

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

N/A

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

N/A

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

N/A

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

N/A

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

N/A

- b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities

withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

N/A

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

N/A

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

N/A

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

N/A

**4. Plants**

- a. Check the types of vegetation found on the site: N/A

\_\_\_\_deciduous tree: alder, maple, aspen, other  
\_\_\_\_evergreen tree: fir, cedar, pine, other  
\_\_\_\_shrubs  
\_\_\_\_grass  
\_\_\_\_pasture  
\_\_\_\_crop or grain  
\_\_\_\_Orchards, vineyards or other permanent crops.  
\_\_\_\_wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other  
\_\_\_\_water plants: water lily, eelgrass, milfoil, other  
\_\_\_\_other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?

N/A

- c. List threatened and endangered species known to be on or near the site.

N/A

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

N/A

- e. List all noxious weeds and invasive species known to be on or near the site.

N/A

## 5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. N/A

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other \_\_\_\_\_

- b. List any threatened and endangered species known to be on or near the site.

N/A

- c. Is the site part of a migration route? If so, explain.

N/A

- d. Proposed measures to preserve or enhance wildlife, if any:

N/A

- e. List any invasive animal species known to be on or near the site.

N/A

## 6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

N/A

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

N/A

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

N/A

## 7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

N/A

- 1) Describe any known or possible contamination at the site from present or past uses.

N/A

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

N/A

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A

- 4) Describe special emergency services that might be required.

N/A

- 5) Proposed measures to reduce or control environmental health hazards, if any:

N/A

## b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

N/A

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

N/A

- 3) Proposed measures to reduce or control noise impacts, if any:

N/A



## 8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

N/A

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

N/A

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

N/A

- c. Describe any structures on the site.

N/A

- d. Will any structures be demolished? If so, what?

N/A

- e. What is the current zoning classification of the site?

N/A

- f. What is the current comprehensive plan designation of the site?

N/A

- g. If applicable, what is the current shoreline master program designation of the site?

N/A

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

N/A

- i. Approximately how many people would reside or work in the completed project?

N/A

- j. Approximately how many people would the completed project displace?

N/A

- k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

N/A

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

N/A

**9. Housing**

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

N/A

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

N/A

- c. Proposed measures to reduce or control housing impacts, if any:

N/A

**10. Aesthetics**

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

N/A

- b. What views in the immediate vicinity would be altered or obstructed?

N/A

- c. Proposed measures to reduce or control aesthetic impacts, if any:

N/A

**11. Light and Glare**

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A

- c. What existing off-site sources of light or glare may affect your proposal?

N/A

- d. Proposed measures to reduce or control light and glare impacts, if any:

N/A

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

N/A

- b. Would the proposed project displace any existing recreational uses? If so, describe.

N/A

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A

## 13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

N/A

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

N/A

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

N/A

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A

## 14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

N/A

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

N/A

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

N/A

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

N/A

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

N/A

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

N/A

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

N/A

- h. Proposed measures to reduce or control transportation impacts, if any:

N/A

#### 15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

N/A

- b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A

#### 16. Utilities

- a. Circle utilities currently available at the site: N/A  
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,  
other \_\_\_\_\_

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A

### C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Melanie Case

Name of signee: Melanie Case

Position and Agency/Organization: Recycling Program Coordinator, Lewis County.....

Date Submitted: November 30, 2023

## **D. supplemental sheet for nonproject actions**

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

### **1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**

Proposed actions described in the Plan are meant to encourage the proper management and disposal of solid and household hazardous wastes, and to promote waste reduction, recycling, composting, and reuse. Successful implementation of the Plan is intended to decrease releases of toxic or hazardous substances to the environment.

The Plan itself will not increase discharges to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise. Specific projects recommended in the plan will undergo a SEPA review specific to them, as required, and be subject to any other applicable state and local requirements.

Plan goals listed above under A. 11. are measures to avoid or reduce such increases.

### **2. How would the proposal be likely to affect plants, animals, fish, or marine life?**

Refer to response number 1. The Plan encourages the proper management and disposal of solid waste, which should protect plant and wildlife habitat by reducing illegal dumping. Enhanced educational efforts regarding the use of toxic substances and increased access to recycling, as recommended in the Plan, may reduce threats posed to wildlife by improper disposal of solid wastes. Specific projects recommended in the plan will undergo a SEPA review specific to them, as required, as required and be subject to any other applicable state and local requirements.

**Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

Refer to response number 1.

### **3. How would the proposal be likely to deplete energy or natural resources?**

The Plan's recommendations are not expected to deplete energy or natural resources. The Plan promotes a more efficient system for collecting and disposing of solid wastes. The Plan also promotes practices associated with waste reduction, recycling, energy recovery, and reuse which should ultimately conserve natural resources. Specific projects recommended in the plan will undergo a SEPA review specific to them, as required, as required and be subject to any other applicable state and local requirements.

**Proposed measures to protect or conserve energy and natural resources are:**

N/A

### **4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as**

**parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?**

Such areas should be unaffected by the recommendations in the Plan. Implementation of project-specific proposals will undergo environmental review and SEPA.

**Proposed measures to protect such resources or to avoid or reduce impacts are:**

N/A

**5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?**

Future development would occur in accordance with the Lewis County Comprehensive Plan (Amended February 8, 2021) and applicable land use regulations (as amended) and applicable land use regulations (as amended). No direct impacts to land or shoreline uses are anticipated to result from the proposed recommendations.

**Proposed measures to avoid or reduce shoreline and land use impacts are:**

N/A

**6. How would the proposal be likely to increase demands on transportation or public services and utilities?**

The addition of any solid waste facilities or practices promoted by the Plan will be implemented in accordance with local, state, and federal regulations. Therefore, increased demands on those services will be minimized through compliance with the applicable laws and regulations in place at the time of the proposed action. Solid waste collection is described and analyzed in Plan Chapter 3. Specific projects recommended in the plan will undergo a SEPA review specific to them, as required, and be subject to any other applicable state and local requirements.

**Proposed measures to reduce or respond to such demand(s) are:**

N/A

**7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

The addition of any solid waste facilities or practices promoted by the Plan will be implemented in conformance with local, state, and federal regulations. The Plan does not recommend any actions that are not in compliance with said regulations. Specific projects recommended in the plan will undergo a SEPA review specific to them, as required, and be subject to any other applicable state and local requirements.

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**LEWIS COUNTY – STATE ENVIRONMENTAL POLICY ACT  
THRESHOLD DETERMINATION  
DETERMINATION OF NONSIGNIFICANCE (DNS)**

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**LEAD AGENCY:** Lewis County – Community Development Department

**PROPONENT:** Lewis County Public Works

**FILE NUMBERS:** SEP23-0042

**DESCRIPTION OF PROPOSAL:** Updating the Lewis County Comprehensive Solid Waste and Hazardous Waste Management Plan to be adopted in 2024 and implemented through 2028.

**LOCATION OF PROPOSAL:** The Comprehensive Solid Waste and Hazardous Waste Management Plan covers incorporated and unincorporated areas of Lewis County.

**THRESHOLD DETERMINATION:**

The lead agency for this proposal has determined that it does not have a probable, significant adverse impact on the environment. An environmental impact statement (EIS) is NOT required under RCW 43.21C.030(2)(c). This decision was made after review by Lewis County of a completed environmental checklist and other information on file with this agency and such information is adopted herein by reference. This information is available electronically here <https://lewiscountywa.gov/departments/community-development/current-planning-applications/>

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the issue date below. Written comments must be submitted by **4pm on January 30, 2024**

**Responsible Official:** **Lee Napier, Director**  
Lewis County Community Development  
2025 NE Kresky Avenue  
Chehalis, Washington 98532

**Contact Person:** **Preston Pinkston, Planner**

 for Responsible Official

**Date of Issue:** **January 16, 2024**

*This SEPA determination may be appealed in writing to the Lewis County Hearings Examiner until 4 pm on **February 6, 2024** at the Lewis County Community Development Permit Center. Appellants should be prepared to make **specific factual objections**. The appeal procedure is established in Lewis County Code (LCC) Section 17.110.130 and LCC Section 2.25.130. The administrative appeal fee is established by Resolution of the Board of County Commissioners. The current adopted fee schedule is available online at <https://lewiscountywa.gov/departments/community-development/permit-applications-and-handouts/>.*



## **Appendix C – Status of 2008 Plan Recommendations**

### Status of 2008 Plan Recommendations

Recommendation		Responsibility	Funding Sources	Status
<b>SOLID WASTE COLLECTION</b>				
3-1	Provide assistance to municipalities within RSA-1, as needed, through the adoption of an ordinance such as Ordinance 1196 (the Commingled Recycling Ordinance).	Lewis County Solid Waste Utility (LCSW) staff	County	Complete
<b>SOLID WASTE TRANSFER</b>				
3-2	Over a period of time (perhaps 6 months), track and record the volume or weight of solid waste and recyclables collected at each of the remaining four drop boxes to its geographic origin (e.g., zip codes and communities).	Drop box attendant	County	Complete
3-3	Over a period of time (perhaps 6 months), track and record the volume or weight of solid waste and recyclables processed through the CTS to its geographic origin (e.g., zip codes and communities).	Scale house attendant; haulers; LCSW staff	County	Ongoing
3-4	Consider budgeting for and initiating a South Transfer Station feasibility study or cost-benefit analysis.	LCSW staff	County	Complete
3-5	Review data sources for tracking disposal and recycling quantities and ensure that a consistent methodology is applied.	LCSW staff	Input from County/Ecology/SWAC; funding from County	Complete
3-6	Continue to monitor wait times at the CTS on Saturdays. If the data support it, approach the BOCC again to discuss changes to the CTS schedule to better serve its self-haul customers.	LCSW staff with SWAC support	County	Ongoing
<b>SOLID WASTE EXPORT AND DISPOSAL</b>				
3-7	Plan ahead for waste export and disposal. Begin the process of reviewing and either renewing or establishing a new waste export/disposal contract by 2011.	LCSW staff with SWAC support	County	Complete
3-8	Revisit the option of incineration as a disposal option, if economically viable, and as cleaner technologies become available.	LCSW staff	County/SWAC	Ongoing
<b>WASTE REDUCTION</b>				
4-1	Continue waste reduction programs through the Master Recycler/Composter program, online resources, and community outreach.	LCSW staff, Washington State University (WSU) Cooperative Extension, and program volunteers	Ecology Grant/County	Ongoing
4-2	Implement the business recognition and technical assistance program funded by the CPG.	LCSW staff	Ecology Grant/County	Removed

Recommendation		Responsibility	Funding Sources	Status
<b>RECYCLING</b>				
4-3	Facilitate the adoption of a standard curbside recycling program in all cities, following the program established in RSA-1.	LCSW staff with SWAC support	County	Complete
4-4	Investigate expansion of curbside collection to selected areas in RSA-2.	LCSW staff and haulers with SWAC support	Ecology Grant/County	Complete
4-5	Expand business participation in recycling through outreach, promotion, and on-call assistance.	LCSW staff with assistance from city staff	Ecology Grant/County	Ongoing
4-6	Renew the business recognition program to publicly acknowledge recycling efforts at certain businesses.	LCSW staff with SWAC support	Ecology Grant/County	Removed
4-7	Work with the Chamber of Commerce to increase recycling levels at businesses by sponsoring a venue where knowledge can be shared.	LCSW staff with support from Chamber of Commerce	County/Chamber and/or local business sponsorship	Ongoing
4-8	Increase recycling at existing and new glass drop-offs through promotion, monitoring of usage and contamination levels, and siting additional drop-offs at business parking lots, if needed.	LCSW staff	Ecology Grant/County	Ongoing
4-9	Improve recycling signage and education at transfer stations and drop boxes to increase recycling and reduce contamination.	LCSW staff	Ecology Grant/County	Complete
4-10	Monitor glass recycling markets in order to facilitate the best use of glass collected at recycling drop-offs.	LCSW staff and haulers	County	Ongoing
4-11	Conduct a waste composition study to assess types and quantities of materials in the waste stream to guide future waste and recycling planning.	LCSW staff oversight; possible consultant services	Ecology Grant/County	Ongoing
4-12	Expand the transfer station survey by adding questions about customers' access to garbage and recycling services at home as well as their zip codes and communities.	Scale house attendants and LCSW staff	County	Ongoing
4-13	Implement a permanent textile collection program, building on the pilot program established at the CTS in 2007.	LCSW staff	County/Private Business	Ongoing
<b>COMPOSTING</b>				
4-14	Initiate drop-off collection service for yard waste at the CTS and ELCTS as soon as the modifications to the bulkheads are completed.	LCSW staff	County	Complete
4-15	Encourage residents to recycle food waste in their yard waste bins. Robust markets exist for nutrient-rich food waste.	LCSW staff and hauler	Ecology Grant/County/MRC Volunteer Efforts/Local Hauler	Complete

Recommendation		Responsibility	Funding Sources	Status
	<b>COMPOSTING (continued)</b>			
4-16	Continue and expand backyard composting programs, including the Master Recycler/Composter program and compost bin sales.	LCSW staff with WSU Cooperative Extension	Ecology Grant/County/MRC Volunteer Efforts	Ongoing
4-17	Increase the number of households participating in yard waste collection by providing incentives for residents to sign up for yard waste collection.	LCSW staff and hauler with SWAC support	Ecology Grant/County/MRC Volunteer Efforts/Local Hauler	Ongoing
4-18	Increase organics collection from businesses by targeting education and outreach to restaurants, grocery stores, schools, hospitals, and food-processing operations.	LCSW staff and hauler with SWAC support	Ecology Grant/County/MRC Volunteer Efforts	Ongoing
4-19	Evaluate usage data for rural drop boxes to determine if yard waste drop-off collection should be provided to rural customers in the future.	LCSW staff and drop box attendant	County	Complete
	<b>CONSTRUCTION AND DEMOLITION DEBRIS</b>			
5-1	Create a green building promotional campaign. As part of this effort: <ul style="list-style-type: none"> <li>➤ Create a list of local resources for green building.</li> <li>➤ Provide educational materials, such as those available from Ecology, at the building permit office and at local building supply stores.</li> <li>➤ Work through the Chamber of Commerce and Lewis County Chapter of the Olympia Master Builders to conduct outreach to builders to provide assistance and direct them to resources.</li> </ul>	LCSW staff with support from Chamber of Commerce and the Lewis County Chapter of the Olympia Master Builders	County	Ongoing
5-2	Conduct a pilot program for the drop off of wood and source-separated C&D waste for free or a modest fee.	LCSW Staff	Ecology Grant/County	Removed
5-3	Monitor the number and location of companies in the region accepting regional commingled C&D debris for recycling. Also, monitor the tipping fees and transportation costs. If availability and cost become more attractive, potentially promote this option.	LCSW Staff	County	Ongoing
	<b>ELECTRONIC WASTES</b>			
5-4	Continue to collect electronic wastes at the CTS and through special collection events. Identify services available through the manufacturer on state-wide programs. Promote the availability of these services.	LCSW Staff	County	Ongoing
5-5	Monitor the list of preferred processors as it is developed. If local or regional preferred processors become available, direct electronic wastes collected by the County to these processors.	LCSW Staff with approval from the BOCC	County	Ongoing

Recommendation		Responsibility	Funding Sources	Status
	<b>ELECTRONIC WASTES (continued)</b>			
5-6	As more options become available for residents to return electronic wastes to retailers or manufacturers, promote these options.	LCSW Staff	County/State Product Stewardship Program	Ongoing
<b>MEDICAL WASTES</b>				
5-7	Consider adding educational information about the proper management of medical wastes to the Lewis County website. Information should be developed in conjunction with the County's hospitals/medical clinics, retail suppliers, and other healthcare providers.	LCSW staff and Environmental Health	County	Complete
5-8	Depending on the outcome and success of other pharmacy take-back pilot programs being conducted in Washington, consider developing such a program.	LCSW staff and Environmental Health with support from retail pharmacy.	County/State Product Stewardship Program	Complete
<b>MODERATE RISK WASTES</b>				
6-1	Continue existing operations at Hazo Hut and periodic collection events in outlying areas, as well as associated educational efforts. Monitor the need to hold special collection events more frequently or at different locations.	LCSW Staff	Ecology Grant/County	Ongoing
6-2	Keep informed of research and initiatives at the state level and review them for potential application in Lewis County. In particular: <ul style="list-style-type: none"> <li>➤ Continue to investigate alternatives and options for pushing back the management of MRW to the manufacturers and retailers of products containing toxic or hazardous materials.</li> <li>➤ Continue to educate the public on alternative products to those containing toxic or hazardous materials and on the proper recycling or disposal of such products.</li> </ul>	LCSW Staff	County	Ongoing
6-3	If a new transfer station is developed in South Lewis County (as described in Chapter 3), evaluate the potential for collecting and storing MRW at that facility.	LCSW Staff, as part of feasibility study (#3-4 above).	County	Ongoing
6-4	As economic development is pursued in South Lewis County, monitor the types of businesses and industry coming into the County and work with these companies to identify, reduce, and properly manage MRW.	LCSW staff with support from Chamber of Commerce	County	Ongoing
6-5	Work with retailers locally to establish and promote latex paint take-back programs. As such programs become available, eventually consider not accepting latex paint at the Hazo Hut.	LCSW Staff	County/State Product Stewardship Program	Complete
<b>ADMINISTRATION</b>				
7-1	As described in Chapters 3 and 4, continue to work with the municipalities located in RSA-1 to help each adopt a commingled recycling program.	LCSW Staff	County	Complete
7-2	Review, amend, and establish solid waste ordinances as appropriate.	LCSW Staff, Environmental Health Staff	County	Ongoing

Recommendation		Responsibility	Funding Sources	Status
<b>ADMINISTRATION (continued)</b>				
7-3	Continue and fund existing administrative and enforcement activities.	LCSW Staff and ESD	Ecology Grant/County	Ongoing
7-4	Consider whether to pursue additional representation on the SWAC, particularly by business/industry or someone from the south end of the County.	LCSW Staff and SWAC	County	Ongoing
7-5	Implement consistent monitoring and tracking methodologies recommended in Chapters 3 and 4 of this plan.	LCSW Staff	County	Ongoing
7-6	Monitor the review of the proposed Birchfield development and consider the manner in which solid waste services would be provided.	LCSW Staff	County	Ongoing

## **Appendix D – Ordinance 1339**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

**IN THE MATTER OF:**

ORDINANCE NO. Ord 1339

ORDINANCE 1339, WHICH EXPANDS THE  
RECYCLING SERVICE AREA 1 (RSA-1) FOR  
CURBSIDE RECYCLING AND AMENDS  
ORDINANCES 1136, 1136A, 1157, AND 1196

**NOW THEREFORE BE IT ORDAINED**

DONE IN OPEN SESSION this 31st day of January, 2023.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

Kevin A. McDowell  
By: Kevin A. McDowell,  
Deputy Prosecuting Attorney

Sean D. Swope  
Sean D. Swope, Chair

ATTEST:



Scott J. Brummer  
Scott J. Brummer, Vice Chair

Rieva Lester  
Rieva Lester,  
Clerk of the Lewis County Board of  
County Commissioners

Lindsey R. Pollock, DVM  
Lindsey R. Pollock, DVM, Commissioner



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

<b>ORDINANCE 1339, WHICH EXPANDS THE</b>	<b>)</b>	<b>ORDINANCE No. 1339</b>
<b>RECYCLING SERVICE AREA 1 (RSA-1)</b>	<b>)</b>	
<b>CURBSIDE RECYCLING AND AMENDS ORDINANCES</b>	<b>)</b>	
<b>1136, 1136A, 1136B, 1157, AND 1196</b>	<b>)</b>	

**WHEREAS**, the Board of County Commissioners (BOCC) adopted Ordinance 1196 on October 1, 2007, to implement curbside recycling in an area identified as Recycling Service Area 1 (RSA-1), which extends from the town of Pe Ell to the city of Morton; and

**WHEREAS**, community members living east of Morton expressed to the BOCC an interest in curbside recycling services. A survey was prepared, distributed and tallied, as reflected in the Solid Waste staff report; and

**WHEREAS**, it appears to the BOCC that an expansion of curbside recycling collection service, to be offered by the certificated hauler, requires an amendment to existing Recycling Services Areas; and

**WHEREAS**, the BOCC has reviewed the below proposed ordinance at an open public hearing and it appears to be in the public's best interest; and

**WHEREAS**, the BOCC held a hearing regarding the matter on Nov. 29, 2022; and

**WHEREAS**, it was later discovered that the Nov. 29, 2022, hearing had not been properly noticed;

**WHEREAS**, the BOCC issued a notice of hearing on Jan. 17, 2023, setting at or after 10 a.m. Jan. 31, 2023, as the new hearing date for Ordinance 1339;

**NOW THEREFORE BE IT RESOLVED** that the BOCC hereby adopts the following code provisions and amendments as follows:

**Chapter 8.10  
RECYCLING SERVICE AREA**

Sections:

Article I. Recycling Service Area

- 8.10.010 Recycling service area identified.
- 8.10.020 Curbside recycling program for RSA-1 adopted.

## Article II. Program Design

- 8.10.030 RSA-1 defined.
- 8.10.040 Eligibility for service.
- 8.10.050 Participation.
- 8.10.060 Customer notification.
- 8.10.070 Collection bins.
- 8.10.080 Collection frequency.
- 8.10.090 Recyclables collected.
- 8.10.100 Incentives for participation.
- 8.10.110 Rates.
- 8.10.120 Program monitoring.
- 8.10.130 Curbside recycling program - Review.

## Article I. Recycling Service Area

### 8.10.010 Recycling service area identified.

Recycling Service Areas 1, 2a, 2b, 2c and 2d as set forth in the adopted 1993 Lewis County Comprehensive Solid Waste Management Plan (hereafter CSWMP) and as identified in Exhibit A to the ordinance codified in this chapter was amended to Recycling Service Areas 1 and 2 (RSA-1 and RSA-2) in 2008, A new RSA-1, as shown in Exhibit A, to include all of unincorporated Lewis County is now adopted and defined in LCC [8.10.030](#).

### 8.10.020 Curbside recycling program for RSA-1 adopted.

The program design for a curbside recycling program for RSA-1 as set forth in the adopted 1993 Lewis County CSWMP Update, adopted by Lewis County Resolution No. 93-505, and the 2000 Lewis County Solid and Moderate Risk Waste Management Plan (hereafter SMRWMP) Update, adopted by Lewis County Resolution No. 00-266, and as identified in Article II is hereby adopted and implemented.

## Article II. Program Design

### 8.10.030 RSA-1 defined.

(1) RSA-1 is defined as all unincorporated areas of Lewis County.

### 8.10.040 Eligibility for service.

(1) Service will be made available to all single-family residences in RSA-1 on a voluntary basis. Residents will be eligible for participation in the program regardless if they subscribe to regular garbage collection service. Subscribers signing up for only the recycling service will not be charged a garbage collection fee.

(2) Accounts may be established for multifamily complexes, mobile home parks, and small businesses at the discretion of the hauler on a case-by-case basis. Multifamily complexes are defined as having more than four units. Complexes having two through four units will automatically be eligible for the recycling



service. The criteria upon which the hauler will determine eligibility of the larger multifamily complexes and mobile home parks is as follows:

- (a) Ease of access by the recycle collection vehicle.
- (b) Availability and proximity of alternate recycling opportunities.

#### **8.10.050 Participation.**

- (1) Service will begin following the setting of rates by the Washington State Utilities and Transportation Commission (hereafter WUTC). The hauler will not begin billing for the service until after the service begins.
- (2) All customers subscribing to garbage collection service within the county designated as RSA-1 will be given a 95-gallon recycling container, and will be charged for the availability of the curbside recycling service. Those who choose not to participate may request that the hauler remove the recycling container; monthly recycling service fees will continue to be charged.
- (3) Only those customers subscribing to once per month garbage service, regardless of size of can, or those persons subscribing for service on an occasional basis using a cart or "occasional use bags" supplied by the hauler, will not be charged for recycling services if they choose not to participate.
- (4) Those wishing for recycling service may sign up any time during the length of the program by contacting the hauler and requesting the service and a commingled recycling container. When sign-up occurs after the program begins and the new rate structure is established, service will commence within two weeks of sign-up.

#### **8.10.060 Customer notification.**

- (1) It shall be the responsibility of the hauler to adequately notify all customers in RSA-1 according to WUTC format and requirements. Those customers wishing to be regular customers, whether they recycle or not within the program, will pay the rate as specified by the WUTC tariff. There will be no penalty fees added for those regular customers who do not wish to recycle through the curbside program.
- (2) The hauler will ensure that all RSA-1 customers receive written sign-up cards that list and identify garbage service options so that the customers may reduce their level of service with language illustrating how weekly 65-gallon can customers can reduce to every other week pickup, or once per month pick-up, etc., by voluntarily recycling. Customers shall be notified to call the hauler's administrative office for any explanations regarding non-recycling options.

#### **8.10.070 Collection bins.**

- (1) One 95-gallon rolling recycling container will be provided to each participant in the program by the hauler. The hauler will recoup the capital investment through the rates established by the WUTC.

(2) The containers will remain the property of the hauler and upon withdrawing from the program, participants will surrender the container to the hauler.

(3) The hauler will be expected to file any and all rates as required by the WUTC to ensure that additional containers may be made available to consumers on an as-needed basis, and in conformance with the state tariffing requirements.

#### **8.10.080 Collection frequency.**

Recyclables will be collected every other week. Upon signing up for the program, the hauler will provide the participant with written information about the recyclables to be collected, proper preparation of the materials, responsibilities of the participant, and a calendar indicating the pickup dates. In addition, written materials will also include the contact numbers of the hauler and the Lewis County solid waste utility in order for participants to comment on the program.

#### **8.10.090 Recyclables collected.**

(1) The following commodities will be collected:

- (a) Newspaper;
- (b) Cardboard;
- (c) Aluminum cans;
- (d) Magazines;
- (e) Paperboard;
- (f) Tin cans;
- (g) Plastic bottles and jugs; and
- (h) Mixed waste paper.

(2) Participants will be notified by the hauler of the acceptable methods of preparing recyclables and use of the containers.

(3) Modifications may occur to the list of acceptable recyclables if deemed appropriate by the county and the hauler. At least 30 days' prior written notice in the form of either a can tag or bill insert will be produced and distributed to the affected participants by the hauler.

#### **8.10.100 Incentives for participation.**



(1) In order to encourage residents to choose the lowest level of garbage service to meet their needs, and thereby encourage participation in a recycling program, several options for garbage service will be provided to residents in RSA-1. These options include a minimum of the following:

- (a) One 65-gallon container, picked up once per month;
- (b) One 95-gallon container, picked up once per month;
- (c) One 65-gallon container, picked up every other week;
- (d) One 95-gallon container, picked up every other week;
- (e) One 65-gallon container, picked up every week;
- (f) One 95-gallon container, picked up every week;
- (g) Occasional collection of a 32-gallon bag upon request by the customer.

(2) Containers will be furnished by the hauler. Weight allowance per container will be defined in the hauler's tariff filed with the WUTC.

#### **8.10.110 Rates.**

(1) The rates for the combined garbage-recycling collection service will be determined by the WUTC through their authority and responsibility to set rates.

(2) A uniform collection rate structure will be established and will apply to all garbage collection subscribers in RSA-1 regardless of their level of participation in the recycling program.

#### **8.10.120 Program monitoring.**

(1) The hauler will record and provide monthly reports in a form acceptable to the county concerning the following:

- (a) Tonnage of commingled recyclables collected through the program;
- (b) Number of customers subscribing to garbage service within each service level;
- (c) Number of customers setting out recycling containers;
- (d) Number of customers opting out of program through once-per-month or "occasional" service.

(2) These reports will be used in determining the success of the program and for meeting the state's monitoring and reporting requirements.

### 8.10.130 Curbside recycling program - Review.

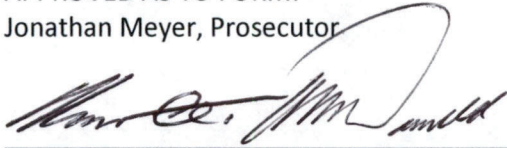
The expanded commingled curbside recycling program in RSA-1 will officially commence on the date that the rates for the new service, established by the WUTC in accordance with Chapter [81.77](#) RCW, take effect. The Lewis County curbside recycling program shall be subject to continuing review and evaluation by the county. At least every five years, the county and the Lewis County Solid Waste Advisory Committee shall take action to review and, if needed, revise, rescind or expand the curbside recycling program. Any revision of the curbside recycling program shall be consistent with the current Lewis County CSHWMP.

**AND FURTHERMORE**, the code reviser may make such editorial changes to the online code as are appropriate in light of its passage.

**PASSED IN REGULAR SESSION THIS 31st DAY OF JANUARY 2023**, following a public hearing publicized in the newspaper of record on January 17, 2023.

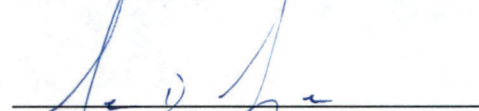
APPROVED AS TO FORM:

Jonathan Meyer, Prosecutor



By: Kevin A. McDowell, Deputy Prosecutor

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

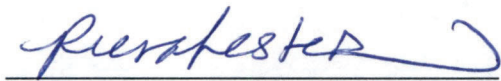


Sean D. Swope, Chair



Scott J. Brummer, Vice Chair

ATTEST:



Rieva Lester, Clerk of the Board



Lindsey R. Pollock, DVM, Commissioner



# BOCC AGENDA ITEM SUMMARY

**BOCC Meeting Date:** Jan. 31, 2023

**Suggested Wording for Agenda Item:**

**Agenda Type:** Hearing - Ordinance

Ordinance 1339, which expands the Recycling Service Area 1 (RSA-1) for Curbside Recycling and amends Ordinances 1136, 1136A, 1157, and 1196

**Contact:** Rocky Lyon

**Phone:** 360-740-1403

**Department:** PW - Public Works

**Description:**

Ordinance 1339 expands the Recycling Service Area 1 (RSA-1) for Curbside Recycling and amends Ordinances 1136, 1136A, 1157, and 1196.

**Approvals:**

User	Status
Josh Metcalf	Pending
Kevin McDowell	Pending
PA's Office	Pending

**Publication Requirements:**

**Publications:**

**Additional Copies:**

Teri Lopez  
Tina Hemphill

**Cover Letter To:**