

## **Appendix E – Lewis County Interlocal Agreement for Disposal Between Lewis County and Cowlitz County**

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

**IN THE MATTER OF:**

RESOLUTION NO. 23-386

AUTHORIZE THE EXECUTION OF AN INTERLOCAL  
AGREEMENT BETWEEN COWLITZ COUNTY,  
LEWIS COUNTY SOLID WASTE DISPOSAL  
DISTRICT NO. 1, AND LEWIS COUNTY FOR  
DISPOSAL OF SOLID WASTE

**WHEREAS**, Cowlitz County has planned for and desires to receive solid waste from customers and jurisdictions outside of Cowlitz County for disposal of their certain solid wastes at Cowlitz County's Landfill; and

**WHEREAS**, Lewis County has planned for and desires to dispose of solid wastes generated in Lewis County at a landfill outside of Lewis County; and

**WHEREAS**, Lewis County and Lewis County Solid Waste Disposal District No. 1 ("District") desire to enter into an agreement with Cowlitz County to provide for Cowlitz County to dispose of certain solid wastes generated in Lewis County; and

**WHEREAS**, Cowlitz County, Lewis County, and the District are authorized and empowered to enter into this interlocal agreement to perform solid waste services pursuant to RCW 39.34.080.

**NOW THEREFORE BE IT RESOLVED** that the Lewis County Board of County Commissioners hereby acknowledge and approve the attached interlocal agreement between the parties herein.

DONE IN OPEN SESSION this 5th day of December, 2023.

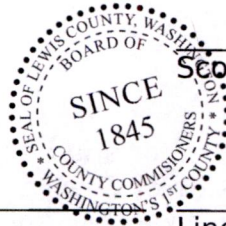
APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

David Bailey  
By: David Bailey,  
Chief Civil Deputy Prosecuting Attorney

Sean D. Swope  
Sean D. Swope, Chair

ATTEST:



Scott J. Brummer  
Scott J. Brummer, Vice Chair

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

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

**BEFORE THE BOARD OF LEWIS COUNTY SOLID WASTE  
DISPOSAL DISTRICT NO. 1**

**IN THE MATTER OF:**

AUTHORIZE THE EXECUTIONS OF AN INTERLOCAL  
AGREEMENT BETWEEN COWLITZ COUNTY, LEWIS  
COUNTY SOLID WASTE DISPOSAL DISTRICT NO. 1 AND  
LEWIS COUNTY FOR DISPOSAL OF SOLID WASTE

Resolution No. 005-23

**WHEREAS**, Cowlitz County has planned for and desires to receive solid waste from customers and jurisdictions outside of Cowlitz County for disposal of their certain solid wastes at Cowlitz County's Landfill; and

**WHEREAS**, Lewis County has planned for and desires to dispose of solid wastes generated in Lewis County at a landfill outside of Lewis County; and

**WHEREAS**, Lewis County and Lewis County Solid Waste Disposal District No. 1 ("District") desire to enter into an agreement with Cowlitz County to provide for Cowlitz County to Dispose of certain solid wastes generated in Lewis County; and

**WHEREAS**, Cowlitz County, Lewis County, and the District are authorized and empowered to enter into this interlocal agreement to perform solid waste services pursuant to RCW 39.34.080.

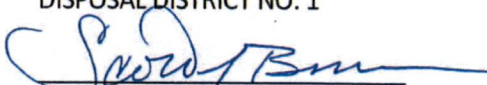
**NOW, THEREFORE BE IT RESOLVED**, that the Governing Board Commissioners for the Lewis County Solid Waste Disposal District No. 1 hereby acknowledge and approve the attached interlocal agreement between parties herein.


PASSED IN SPECIAL SESSION this 27<sup>th</sup> day of December 2023.

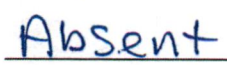
ATTEST:

  
Josh Metcalf, Clerk of the Board

LEWIS COUNTY SOLID WASTE  
DISPOSAL DISTRICT NO. 1

  
Scott J. Brummer, Chair

  
Lindsey R. Pollock, DVM, Vice Chair

  
Sean D. Swope, Commissioner



**INTERLOCAL AGREEMENT BETWEEN COWLITZ COUNTY AND LEWIS  
COUNTY SOLID WASTE DISPOSAL DISTRICT NO. 1 AND LEWIS COUNTY  
FOR DISPOSAL OF CERTAIN SOLID WASTES**

This Interlocal Agreement between Cowlitz County and Lewis County Solid Waste Disposal District No. 1 for Disposal of Certain Solid Wastes ("Interlocal Agreement") is made and entered by and between Cowlitz County, Washington ("Cowlitz County"), and Lewis County, Washington ("Lewis County") political subdivisions of the State of Washington, and Lewis County Solid Waste Disposal District No. 1 ("District") a quasi-municipal corporation formed pursuant to Chapter 36.58 of the Revised Code of Washington. The Cowlitz County and Lewis County and the District may be referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, the Cowlitz County has planned for and desires to receive solid waste from customers and jurisdictions outside of Cowlitz County for disposal of their certain solid wastes at the Landfill, and,

WHEREAS, Lewis County has planned for and desires to dispose of solid wastes generated in Lewis County at a landfill outside of Lewis County, and,

WHEREAS, the District desires to enter into an agreement with Cowlitz County to provide for Cowlitz County to dispose of certain solid wastes generated in Lewis County, and,

WHEREAS, Cowlitz County and Lewis County and the District are authorized and empowered to enter into this interlocal agreement to perform solid waste services pursuant to RCW 39.34.080; now therefore,

COWLITZ COUNTY AND LEWIS COUNTY AND LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT NO. 1 UNDERSTAND AND AGREE AS FOLLOWS:

1. Definitions. For purposes of this Interlocal Agreement, the following definitions shall apply.
  - 1.1. "Acceptable Waste" means those Certain Solid Wastes as defined herein which are not Excluded Wastes and that conform to Cowlitz County's waste acceptance criteria for disposal at the Landfill, as determined by applicable regulations, Cowlitz County policies, and permit conditions associated with the Cowlitz County's Landfill.
  - 1.2. "Certain Solid Wastes" means any Solid Waste generated within Lewis County which requires landfill disposal, and for which District has responsibility and flow control authority, whether generated or collected by a private or public entity, including by the District itself, a District contractor, a city within Lewis County, a city contractor, or

a private hauler operating within Lewis County under the authority of a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW.

- 1.3. "Comprehensive Solid Waste Management Plan" means the Cowlitz County Comprehensive Solid Waste Management Plan adopted and periodically reviewed, amended, or updated by the Cowlitz County pursuant to Chapter 70.95 RCW.
- 1.4. "Disposal District" or "District" means Lewis County Solid Waste Disposal District No. 1, a quasi-municipal corporation of the State of Washington, its successors and assigns. The term shall include the officials, officers, agents, and employees of the Disposal District and, to the extent that such officials, officers, agents, or employees are officials, agents, officers, or employees of Lewis County, or acting on behalf of Lewis County interests, it shall include Lewis County.
- 1.5. "Effective Date" means that date upon which this Agreement is fully executed by the District and Cowlitz County and Lewis County, and upon compliance with RCW 39.34.040.
- 1.6. "Excluded Wastes" means waste that:
  - (a) is prohibited from acceptance at the Landfill by state, federal or local law, regulation, rule, code, ordinance, order, or permit condition, or by directive of any governmental agency with jurisdiction to prohibit such acceptance;
  - (b) is or contains Hazardous Waste (as defined below), provided that any such Hazardous Waste the acceptance of which at the Landfill is permitted by applicable law or permit, or an exemption, exclusion, or variance thereto issued by a governmental entity with jurisdiction, shall not be an "Excluded Waste";
  - (c) Cowlitz County, in compliance with the designation methodology and process set forth in Appendix A to this Agreement and incorporated herein by reference, designates as Excluded Waste in a writing signed by \_\_\_\_ and issued to the District in compliance with the Notice provision of this Interlocal Agreement;
  - (d) Cowlitz County reasonably believes would, as a result of or upon disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions applicable to the Landfill;
  - (e) Cowlitz County reasonably believes would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose Cowlitz County to significant liability;
  - (f) is debris from construction or demolition activities which contains gypsum except as incidental amounts, where incidental amounts



are intended to be no greater than approximately 10% of the debris;

- (g) is any other solid waste Cowlitz County reasonably believes contains sulfur compounds in sufficient concentration to cause one or more of the outcomes contemplated in clause (d) of this section, in Cowlitz County's sole determination; or
- (h) is a solid waste which contains free liquids as determined by the Paint Filter Liquids Test, Method 9095, in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," EPA Publication SW-846.

- 1.7. "Hazardous Waste" means those solid wastes designated by 40 CFR Part 261, and regulated as hazardous and/or mixed waste by the United States EPA or designated a dangerous or extremely hazardous waste as defined by Washington State regulations adopted pursuant to Chapter 70.105 RCW or as amended.
- 1.8. "Interlocal Agreement" means this Interlocal Agreement for Disposal of Certain Solid Wastes, including as amended from time to time.
- 1.9. "Landfill" means the Cowlitz County Headquarters Landfill for Solid Waste Disposal.
- 1.10. "Parties" means Lewis County Solid Waste Disposal District No. 1 and Cowlitz County and Lewis County, and their respective successors and assigns.
- 1.11. "Solid Waste" means "solid waste" as that term is defined by RCW 70.95.030 and regulations promulgated thereunder.
- 1.12. "Transfer Station" means the facility or facilities in Lewis County that receive(s) and consolidate(s) municipal solid waste and other solid wastes in preparation for transport for disposal at a landfill outside of Lewis County.
- 1.13. "Uncontrollable Circumstance" means:
  - (a) Any act or event that has had or may reasonably be expected to have a material adverse effect on the rights or obligations of a Party to this Agreement, if that act or event is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of that Party under this Agreement, those acts or events shall include, but are not limited to, the following:
    - i. An act of God (except normal weather conditions for the geographic area of the Landfill or Transfer Station as applicable), hurricanes, tornadoes, epidemic, landslide,

lightning, earthquake, volcanic eruption, nuclear radiation, fire or explosion, flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot, general arrest, or restraint of government and people, civil disturbance or similar occurrence, that directly affects the operation of the Landfill or Transfer Station;

- ii. The failure of any appropriate federal, state or local agency or public or private utility having operation jurisdiction over, or responsibility to serve the Landfill or Transfer Station, to provide, maintain and assure maintenance of any necessary utility which failure is not caused by Cowlitz County's or Lewis County's or District's (as applicable) failure to pay for those utilities or failure to comply with applicable law; or
- iii. Any strike or work stoppage.

2. District Designation of the Cowlitz County Headquarters Landfill for Solid Waste Disposal. By execution of this Agreement, the District designates the Landfill for the disposal of Acceptable Waste (as hereinabove defined) generated within the geographic limits of Lewis County, pursuant to Lewis County Code 8.15. This designation shall also apply to solid waste generated through the District's recycling collection and sorting operations, when a solid waste residual requiring disposal results from such operations. This designation of Cowlitz County's Landfill shall continue in full force and effect for the term of this Agreement. The designation of the Landfill in this section shall not reduce or otherwise affect the District's control over solid waste collection as permitted by applicable state law.

3. District's Obligation as to Acceptable Waste. By execution of this Interlocal Agreement, the District agrees that it is fully informed as to what currently constitutes Acceptable Waste, and that it shall exercise best efforts to assure to Cowlitz County on an ongoing basis that only Acceptable Waste is tendered to Cowlitz County for disposal, which at a minimum will include:

- (a) implementing a system to prescreen all incoming loads of construction and demolition debris, to ensure that each load contains less than an incidental quantity of drywall;
- (b) establishing and maintaining a program of operating and monitoring procedures to prevent the transportation or delivery to the Landfill of Excluded Waste; and
- (c) advising its drivers and its Transfer Station operators of Cowlitz County's prohibition on delivery of Excluded Waste.

Cowlitz County may also inspect waste delivered under this Agreement in accordance with its permit and operation plan, and reserves the right to reject any load(s) of waste that it determines in its sole discretion is not Acceptable Waste. Such rejected waste shall be returned to the District or otherwise properly disposed at the expense of the District. In the event Cowlitz County rejects or revokes acceptance of waste hereunder, the District shall, at its sole cost, promptly remove or arrange to have the rejected waste removed. If the rejected waste is not removed



within ten (10) days from receipt of notice, Cowlitz County shall have the right and authority to handle and dispose of the rejected or Excluded Waste, and the District shall pay and/or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to the District's tender or delivery of Excluded Waste or other failure to comply or conform to this Agreement, including, without limitation, costs of inspection, testing, analysis, handling and disposal of Excluded Waste.

The District will not knowingly deliver solid waste to the Landfill from the District's Transfer Stations or otherwise by the District or its subcontractors that fails to conform to the definition of Acceptable Waste set forth in Section 1 of this Agreement or that contains Excluded Waste, except by prior consent or arrangement with the County.

4. Responsibility for Solid Waste Disposal. For the term of this Agreement, Cowlitz County shall be solely responsible for the disposal of all Acceptable Waste generated within Lewis County and delivered to the Landfill by the District. Cowlitz County shall operate the Landfill and associated facilities in a form and manner sufficient to perform the services under this Agreement. Cowlitz County at its sole expense shall keep all such facilities in good working order and repair. Cowlitz County's responsibilities under this Agreement include, but are not limited to:
  - 4.1. Acceptance of, storage of, handling of, and conditionally providing a vendor for unloading and disposal of Acceptable Waste delivered to the Landfill;
  - 4.2. Obtaining any permit, license, certificate or governmental approval required for the Landfill and the disposal of Solid Waste furnished under this Agreement.
  - 4.3. Compliance with applicable law in performing under this Agreement.
5. No Minimum Quantity. The District shall not be obligated, directly or indirectly, for the disposal of any specified or minimum quantity of Acceptable Waste for disposal at the Landfill.
6. Delivery of Acceptable Waste. The District shall cause the Acceptable Waste covered by this Interlocal Agreement to be delivered from the Transfer Stations within Lewis County to the Landfill for disposal by Cowlitz County in suitable transfer trailers. Suitable transfer trailers are trailers capable of fully containing the solid waste contents, of conveying a minimum 29-ton payload per trip, and of being emptied by the tipper at the Landfill. Generally, waste collections within Lewis County being delivered to the Landfill shall average 25 tons per load. Loads delivered shall take Exit 46 from I-5 and utilize Headquarters Road as the designated route to the Landfill. In the event Cowlitz County closes this route or it



becomes impassable or the Landfill becomes unavailable for any reason, Cowlitz County shall designate an alternative, adequate route to the Landfill if such adequate route is found to be available.

7. Pricing, Escalation, Payment, Records and Reports. Subject to the provisions of this Section 7, the District shall pay Cowlitz County a disposal fee for each ton of Acceptable Waste tendered to and accepted by Cowlitz County at the Landfill, plus the tipping fee surcharge in Section 7.1, if applicable. The District shall weigh each trailer load of waste at the Landfill. The Cowlitz County price for each ton of Acceptable Waste shall be as follows:

- 7.1. Disposal Fee. Cowlitz County will accept for disposal Acceptable Waste at a price of Thirty One Dollars and Twenty cents (\$31.20) per ton (the "Disposal Fee"). If tipping is required at the Landfill an additional charge of one dollar and fifteen cents (\$1.15) per ton (the "Tipping Fee") will be added to the Disposal Fee. The District will be responsible for all applicable refuse collection taxes, unless it presents an exemption certificate to Cowlitz County to evidence previous payment.
- 7.2. Annual Rate Adjustment. Cowlitz County agrees to charge the initial Disposal Fee of Thirty One Dollars and Twenty cents (\$31.20) per ton for period between the date of execution of Agreement and June 30 2024. On July 1, 2024, and annually thereafter during the term of this Agreement, the sum of the then-current Disposal Fee and the Tipping Fee surcharge (the "Fees") shall be automatically adjusted by 90% of the December to December percent change in the Consumer Price Index for All Urban Consumers, All Items, West Size B/C 96=100 ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), Series ID CUURN400SA0. The rate adjustments shall be determined by: (1) Calculating the difference between the CPI December Value for the previous year and the CPI December Value for the current year; (2) Dividing that difference by the CPI December Value for the previous year to determine the percentage change;
- 7.3. In consideration of the Services provided hereunder, the District agrees to pay Cowlitz County on a monthly basis. Cowlitz County will issue an invoice by the 15<sup>th</sup> of each month that includes a record of each transaction that occurred in the previous month together with any taxes due and adjustments. The District will pay invoices such that payment is received by Cowlitz County no later than the 15<sup>th</sup> of the month following the issuance of the invoice, or the preceding workday should the 15<sup>th</sup> fall on a weekend or holiday. i.e., May transactions will be invoiced no later than June 15<sup>th</sup> with payment receipt due on or before July 15<sup>th</sup> or the preceding workday. The District shall pay an

administrative late fee on all past due amounts at a rate of one percent (1%) of the amount past due with a minimum charge of \$10.00 per month.

- 7.4. Records. In accordance with State public records act and archiving schedules, Cowlitz County, Lewis County, and the District shall keep accurate records of all transactions connected with this Agreement including, but not limited to, all correspondence and invoices, weigh tickets or receipts.
  - 7.5. Reports. If requested by the District, Cowlitz County shall provide a report for the preceding month including: (a) The tonnage accepted by Cowlitz County from the District; (b) summary invoice listing by transaction of waste delivered for the month; (c) documentation regarding Excluded Waste, if any.
  - 7.6. Nothing in this Section prohibits nor shall it be construed to prohibit the adjustment of the Disposal Fee or Tipping Fee surcharge at any time by mutual consent of the Parties to reflect changes in load weights, equipment, routes or for any other reason mutually agreed upon. Cowlitz County shall be entitled to increase the Disposal Fee as necessary to offset Cowlitz County's actual increased costs due to any new tax or fees imposed by local, state or federal regulation.
8. Comprehensive Plans. For the duration of this Interlocal Agreement, the District and Lewis County shall adhere to Lewis County's Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised by it pursuant to Chapter 70.95 RCW, and Cowlitz County shall adhere to its own Comprehensive Solid Waste Management Plans prepared and periodically reviewed and revised by it pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the District authorizes Cowlitz County to include in its Comprehensive Solid Waste Management Plan provisions for the disposal at the Landfill of all Acceptable Waste provided by the District and generated within Lewis County, and Lewis County shall include provisions in its own Comprehensive Solid Waste Management Plan to provide for the District's disposal of Acceptable Wastes at the Landfill. Waste generated within Lewis County which is not Acceptable Waste shall remain the responsibility of the District, unless other arrangements are agreed to by Cowlitz County.
  9. Waste Reduction and Recycling. The District, Cowlitz County, and Lewis County agree to cooperate in any appropriate manner mutually agreeable to the parties, to achieve the priorities for waste reduction and waste recycling set forth in their respective Comprehensive Solid Waste Management Plans.



10. Indemnification.

10.1. Subject only to the limitations expressly set forth in this Section, Cowlitz County covenants and agrees that, to the maximum extent permitted by applicable law, it will indemnify and hold harmless Lewis County Solid Waste Disposal District No. 1, Lewis County, and their respective officials, officers, and agents, from any and all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits and actions, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from:

- (a) any injury to or death of any person or persons, or loss of or damage to property caused or alleged to be caused by Cowlitz County or any of its officials, officers, agents, employees, subcontractors (or any officer, agent or employee of any subcontractor), or any person under the control of or alleged to be under the control of or acting at the direction of Cowlitz County or any subcontractor, arising in connection with or as a result of:
  - i. this Agreement;
  - ii. the performance by Cowlitz County of its obligations under this Agreement;
  - iii. the use or operation of the Landfill by Cowlitz County; or
  - iv. the condition of the Landfill under the management or control of Cowlitz County between the execution of this Agreement and the termination of this Agreement;
- (b) any actual or allegation of infringement, violation or conversion of any patent, license, proprietary right, trade secret or other similar interest, in connection with the operation of the Landfill by Cowlitz County or the design, technology, processes, machinery or equipment used at or in association with the Landfill by Cowlitz County.

10.2. Subject only to the limitations expressly set forth in this Section, Lewis County and Lewis County Solid Waste Disposal District No. 1 covenant and agree that, to the maximum extent permitted by applicable law, they will indemnify and hold harmless Cowlitz County and its respective officials, officers, and agents from any and all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits and actions, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from:

- (a) any injury to or death of any person or persons, or loss of or damage to property caused or alleged to be caused by Lewis County and Lewis County Solid Waste Disposal District No. 1 or any of its officials, officers, agents, employees, subcontractors (or any officer, agent or employee of any subcontractor), or any person under the control of or alleged to be under the control of or acting at the direction of Lewis County and Lewis County Solid

Waste Disposal District No. 1 County or any subcontractor, arising in connection with or as a result of:

- i. this Agreement;
- ii. the performance by Lewis County and Lewis County Solid Waste Disposal District No. 1 of its obligations under this Agreement; or
- iii. Lewis County or Lewis County Solid Waste Disposal District No. 1's use of the Landfill beginning with the execution of this Agreement.

- 10.3. No Party hereto shall be required to indemnify the other or hold the other harmless pursuant to the provisions of this Section with respect to any loss, damage or claim due to the negligence of such other Party.
- 10.4. It is the intention of the Parties that each Party bear responsibility with respect to any claims of third parties to which Chapter 4.22 RCW is applicable to the extent of its own fault (as that term is defined in RCW 4.22.015). Each Party shall have the right of contribution against the other Party for any sums paid by it for which it has the right to look to such other Party.
- 10.5. The foregoing indemnification and hold harmless provisions are for the sole and exclusive benefit and protection of the Disposal District, Lewis County, Cowlitz County, and their respective officials, officers, agents, and employees, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or persons other than the Disposal District, Lewis County and Cowlitz County and their respective officials, officers, agents and employees.
- 10.6. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then each party's liability to provide indemnity for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from concurrent negligence of Cowlitz County, Lewis County and/or the District shall be limited to that party's own negligence.
- 10.7. It is further specifically and expressly understood that the indemnification provided in this Section constitutes Cowlitz County's waiver of immunity under industrial insurance and Title 51 RCW solely for the purposes of this indemnification and not with respect to a claim by any third party. This waiver has been mutually negotiated by the Parties.
- 10.8. It is further specifically and expressly understood that the indemnification provided in this Section constitutes District's waiver of immunity under industrial insurance and Title 51 RCW solely for



the purposes of this indemnification and not with respect to a claim by any third party. This waiver has been mutually negotiated by the Parties.

10.9. It is further specifically and expressly understood that the indemnification provided in this Section constitutes Lewis County's waiver of immunity under industrial insurance and Title 51 RCW solely for the purposes of this indemnification and not with respect to a claim by any third party. This waiver has been mutually negotiated by the Parties.

10.10. Cowlitz County shall pay all royalties fees and license payments, shall defend all suits or claims for patent infringements that may occur in the performance of this Agreement and shall hold the District harmless from any loss on account thereof.

10.11. Except as otherwise expressly stated herein, the Parties do not under this Section waive or surrender indemnity available under any federal, state, regional or local law. This Section shall survive termination or expiration of the Agreement.

11. Insurance. Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance as the case may be upon request.

(a) Cowlitz County is a political subdivision of the State of Washington and is self-insured by and through the Washington Counties Risk Pool (WCRP). If requested by the District, Cowlitz County will provide the District with a Certificate of Insurance or similar affirmation signed by WCRP that the County is self-insured by and through WCRP.

(b) The Lewis County Solid Waste Disposal District No. 1 is a quasi-municipal corporation of the State of Washington. The District shall at all times during the term of this Interlocal Agreement maintain insurance coverage as fully self-insured through the Washington Cities Insurance Authority (WCIA) or WCRP, or shall maintain private insurance coverage. If District is not a member of a risk pool, District shall carry liability coverage to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000; shall include liability arising out of



premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract. District shall provide evidence to Cowlitz County within by the time of execution of this Agreement, and thereafter as requested by Cowlitz County, a Certificate of Insurance of private coverage or a signed affirmation from WCIA or WCRP that the District is self-insured by and through WCIA or WCRP. All non-risk pool policies shall name Cowlitz County as a covered entity under said policy(s).

- (c) Lewis County is a political subdivision of the State of Washington and is self-insured by and through the Washington Counties Risk Pool (WCRP). If requested by the Cowlitz County, Lewis County will provide Cowlitz County with a Certificate of Insurance or similar affirmation signed by WCRP that Lewis County is self-insured by and through WCRP.

- 12. Term. This Interlocal Agreement shall continue to be in full force and effect unless amended, supplemented, or terminated as provided in herein.

- 13. Uncontrollable Circumstances.

- 13.1. Uncontrollable Circumstances Limited. No Party shall be considered in default in the performance of its obligations under this Agreement (not including the obligation to make payments) to the extent that such performance is prevented or impaired by the occurrence of Uncontrollable Circumstances.

- 13.2. Notification. As soon as possible after the occurrence of an Uncontrollable Circumstance, following the time the knowledgeable Party becomes aware of the Uncontrollable Circumstance, such Party shall notify the others of the event. The obligations under this Agreement of the affected Party shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists; given a reasonable time during which to assess the impacts caused by an event of Uncontrollable Circumstances. Cowlitz County will have sole discretion to determine whether it will make repairs and resume all or part of the operations or whether it will terminate all operations at the Landfill.

- 14. Amendment, Supplementation or Mutual Termination. This Interlocal Agreement shall be reviewed by the parties every five (5) years or in conjunction with the respective Party's Comprehensive Solid Waste Management Plan update process, whichever occurs first, and may be amended, supplemented or terminated upon the agreement of all the Parties with the same formalities as the original Agreement. Any amendments, supplements, or mutual termination shall be in writing and shall

be signed by the authorized officers of the Parties at least thirty (30) calendar days in advance of the effective date of such action.

15. Unilateral Termination.

15.1. Public Convenience. This Agreement may be terminated for public convenience by any Party, upon one hundred twenty (120) calendar days' written notice to the other Party. Written notice may include, but is not limited to notice provided by United States Postal Service (USPS), FAX or hand-delivery. If this Agreement is so terminated, Cowlitz County is entitled to payments required under the terms of this Agreement for disposal services provided prior to the Effective Date of Termination. Notice of termination shall be conclusively deemed to have been delivered to and received by a Party as of midnight of the fifth (5th) day following the date of its posting in the United States mail.

16. Independent Contractor. Each Party shall perform all respective work under this Agreement as an independent contractor. No Party is or shall be considered an employee, agent, subagent or servant of the other Party for purposes of this Agreement or otherwise; one Party's subcontractors, employees or agents are not and shall not be considered or deemed employees, agents, subagents or servants of the other Party for this Agreement or otherwise.

17. No Partnership or Joint Venture. Each Party shall have the exclusive right to control the solid waste and disposal services which it is respectively obligated for performance under this Agreement and the persons responsible for those wastes and performing those services. Each Party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture or similar undertaking between the Parties or giving on Party the duty to supervise or control the acts or omissions of any person responsible for solid wastes or performing disposal services under this Agreement for the other Party.

18. Party Representatives. Cowlitz County, Lewis County, and the District shall each designate an agent to serve as a competent representative for the term of this Agreement. The District and Counties, respectively, shall keep each other informed of the identity of their respective representative and shall provide each other with a telephone number and other means by which that representative may be reached twenty-four hours every day.

19. Representations and Warranties of the Parties. Each Party makes the following representations and warranties to and for the benefit of the other Parties:

19.1. Each Party has the full legal right, power and authority to execute and deliver, and perform its obligations under this Agreement, and has duly



authorized the execution and delivery of this Agreement by proper action of its governing body under RCW 39.34.

- 19.2. Cowlitz County holds, or is expressly licensed to use, all permits, licenses and approvals necessary to operate and maintain the Landfill pursuant to and in accordance with the terms of this Agreement. Lewis County and the District hold, or are expressly licensed to use, all permits, licenses and approvals necessary to access and use the Landfill pursuant to and in accordance with the terms of this Agreement.
- 19.3. Neither the execution nor the delivery by any Party of this Agreement, nor the performance by any Party of its obligations hereunder nor the fulfillment by that Party of the terms and conditions hereof:
  - (a) Conflicts with, violates or results in a breach of any applicable law;
  - (b) Conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or to the best of that Party's knowledge, any other agreement or instrument to which it is a party or by which that Party or any of its properties or assets are bound, or constitutes a default thereunder.
- 19.4. Violation of any warranty or representation in this Section shall constitute a material default under this Agreement.

20. Default.

- 20.1. Any Party shall have the right to terminate this Interlocal Agreement for default if the another Party: (i) breaches any of its representations and warranties set forth in Sections 9 or 10 below, (ii) fails to comply with any federal, state or local laws, rules, orders or ordinances, or regulations that pertain to the collection, handling, storage, transportation, processing and/or disposal of the Acceptable Waste, or (iii) fails to substantially perform any material obligation under this Interlocal Agreement.
- 20.2. Notwithstanding anything in this Section to the contrary, a delay or interruption in the performance of all or any part of this Agreement by any Party resulting from an Uncontrollable Circumstance shall not be deemed a default under this Section.
- 20.3. Notice and Cure. If a Party incurs a default as described in this Agreement, another Party may give written notice of the violation to the defaulting Party. The defaulting Party must correct the violation or show cause why it should be entitled to reasonable additional time to

cure the default, within thirty-five (35) calendar days of the posting of the written notice in the United States mail. If the defaulting Party fails to take required actions, then the non-defaulting Party may, at its sole discretion, immediately terminate this Agreement by written notice to the defaulting Party provided by United States Postal Service (USPS), hand delivery or FAX. The terminating Party shall retain the right to pursue any cause of action or assert any claim or remedy it may have against the defaulting Party despite its termination of the Agreement.

21. Dispute Resolution.

21.1. The Parties shall first attempt to resolve any and all disputes to the mutual satisfaction of both Parties by good faith negotiation.

21.2. Whenever a Party desires to initiate dispute resolution processes set forth in this Section, it shall do so by giving a dispute resolution notice to the other Party. Upon delivery of any dispute notice, the representative of the recipient thereof shall deliver to the Party giving that dispute notice a signed and dated receipt therefor, which receipt shall serve as conclusive evidence of the date upon which such dispute notice was delivered. Within ten (10) working days after the delivery of a dispute notice, the Parties shall meet for the purpose of negotiating a resolution of the dispute.

21.3. Subject to the conditions and limitations of this Section, controversies or claims arising out of or relating to disputes unresolved by Dispute Resolution under this Agreement or any other unresolved disputes shall be decided exclusively by the Superior Court of the State of Washington in Clark County, Washington, unless otherwise agreed by the Parties.

(a) Only the District, Cowlitz County, or Lewis County shall have standing to bring or become a Party to claims or legal actions under this Agreement.

22. Assignment. No Party shall assign any rights or obligations under or arising from this Agreement without the prior written consent of all Parties.

23. Miscellaneous.

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



- 23.2. Public Interest. This Interlocal Agreement is entered into to protect the public health, safety and welfare of the residents of the District, Cowlitz County, and Lewis County, and to promote the effective and efficient solid waste management provided in both counties.
- 23.3. Applicable Law. This Agreement is made in and shall be construed under the laws of the State of Washington.
- 23.4. Entire Agreement. This Agreement constitutes the entire and complete agreement and final expression of the Parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments and representations, whether oral or written.
- 23.5. Severability. If any Agreement provision is for any reason determined by a court of competent jurisdiction to be invalid, illegal or unenforceable under any applicable law, the remaining provisions of the Agreement shall remain in effect and bind the Parties; however, the Parties shall negotiate in good faith to amend the Agreement to effectuate the intent of any invalid, illegal or unenforceable provisions, if permissible under applicable law.
- 23.6. Access. The District, through its employees, agents and subcontractors, shall have a limited license to enter the Landfill property for the sole purpose of off-loading Acceptable Waste at an area designated, and in the manner directed, by Cowlitz County. District shall, and shall ensure that its employees, agents and subcontractors, comply with all rules and regulations of the Landfill, including those relating to the use and operation of the Disposal Site and conduct of persons on the premises of the Disposal Site, as the same may be amended by Cowlitz County from time to time, and shall indemnify and hold Cowlitz County harmless for actions caused by exercise of its license rights granted herein. The District shall have a reasonable right of access to the Landfill to inspect the facilities during normal business hours and upon reasonable notice to Cowlitz County, and accompanied by a representative of Cowlitz County. Each Party also shall have the right to inspect any and all public records of the other Party related to this Agreement upon request for such and reasonable notice.
- 23.7. Personal Liability. This Agreement is not intended to create or result in any personal liability for any public official, Cowlitz County, Lewis County, or District employee or agent, nor shall the Agreement be construed to create that liability.



23.8. Notices.

- (a) Except as may otherwise be expressly provided, all approvals, requests, reports, notices, communications or other materials or information required or permitted to be made or given by a Party to the other Party hereunder shall be deemed to have been given or made only if the same is reduced to writing and delivered, either personally or by means of the United States Postal Service (registered or certified mail, postage prepaid), to the District Representative or respective County Representative designated pursuant to Section 18 of this Agreement, as the case may be, at their respective addresses set forth below.
- (b) For all purposes of this Agreement, any such approval, request, report, notice, communication or other material or information which is delivered by means of the United States Postal Service as aforesaid shall be deemed to have been delivered as of the fifth business day next following the date of the postmark thereof.
- (c) All notices, requests and other communications to any Party hereunder shall be in writing and shall be given to such Party at the following address, or such other address as such Party may hereafter specify for the purpose by notice to the other Party:
  - i. If to the District: Lewis County Solid Waste Disposal District #1 [PO Box 180 Centralia, WA 98531]
  - ii. If to the Cowlitz County: Mr. Mike Moss, Cowlitz County Public Works, 1600 13<sup>th</sup> Ave. South, Kelso, WA. 98626
  - iii. If to Lewis County: Lewis County Public Works Director, 57 W. Main Street, Chehalis, WA 98532

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 27th day of December, 2023.

LEWIS COUNTY, WASHINGTON

By: [Signature]  
Chair Bocc vice chair

By: [Signature]  
Vice Chair Bocc member

By: [Signature]  
Member Bocc Chair

Attest:

[Signature]

Clerk of the Board

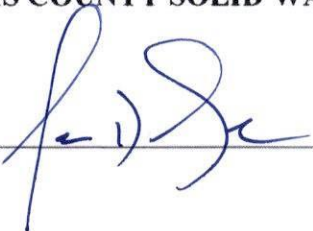
Approved as to form only:

[Signature]

Lewis County Deputy Prosecuting Attorney



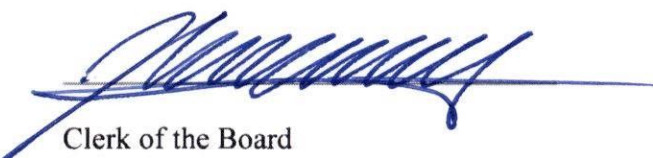
**LEWIS COUNTY SOLID WASTE DISPOSAL DISTRICT NO. 1**

By:   
Chair

By:   
Vice Chair

By:   
Member

Attest:

  
Clerk of the Board

Approved as to form only:

  
\_\_\_\_\_

Lewis County Deputy Prosecuting Attorney

**COWLIZ COUNTY, WASHINGTON**

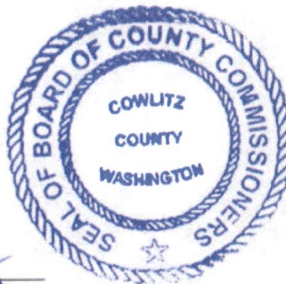
By: [Signature]  
Chairman

By: Anne Mortensen  
Commissioner

By: [Signature]  
Commissioner

Attest:

Kelly Demkowich  
8/22/23  
Clerk of the Board



Approved as to form only:

\_\_\_\_\_  
Cowlitz County Deputy Prosecuting Attorney



# BOCC AGENDA ITEM SUMMARY

**Resolution:**

**BOCC Meeting Date:** Dec. 5, 2023

**Suggested Wording for Agenda Item:**

**Agenda Type:** Deliberation

Authorizing the execution of an Interlocal Agreement between Cowlitz County, Lewis County Solid Waste Disposal District No. 1, and Lewis County for disposal of solid waste

**Contact:** Rocky Lyon

**Phone:** 3607401403

**Department:** PW - Public Works

## Description:

Authorizing the execution of an Interlocal Agreement between Cowlitz County, Lewis County Solid Waste Disposal District No. 1, and Lewis County for disposal of solid waste

## Approvals:

User	Status
Josh Metcalf	Pending
PA's Office	Pending

## Publication Requirements:

**Publications:**

## Additional Copies:

Tina Hemphill

## Cover Letter To:



## **Appendix F – WUTC Certificate G-98 and Certificate G-219**

# WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

621 Woodland Square Loop S.E., Lacey, Washington 98503

PO Box 47250, Olympia, WA 98504-7250

(360) 664-1222

**This permit authorizes the following operations under the provisions of RCW Title 81:**

HAROLD LEMAY ENTERPRISES, INC.  
d/b/a BUTLERS COVE REFUSE SERVICE; CITY  
SANITARY CO.; EGH DISPOSAL; HARBOR  
DISPOSAL CO.; JOE'S REFUSE SERVICE;  
LAKEWOOD REFUSE SERVICE; PACIFIC DISPOSAL;  
PIERCE COUNTY REFUSE; RURAL GARBAGE  
SERVICE; WHITE PASS GARBAGE CO.  
4111 192ND STREET E  
TACOMA, WA 98446

Certificate No.  
G000098

SOLID WASTE GARBAGE COLLECTION SERVICE In that portion of Pierce County described as follows: beginning at the intersection of 72nd Street East and Waller Road; thence south on the centerline of Waller Road to 112th Street; thence east on the centerline of 112th Street (becomes 39th St in Puyallup) to Meridian Street (also State Highway 161); thence south on the centerline of Meridian Street to the Kapowsin Highway; thence east on the centerline of Kapowsin Highway to its point of intersection with Electron County Road (also the north line of Section 5, T17N, R5E); thence east along the centerline of Electron County Road to the Southwest corner of Section 33, T18N, R5E; thence east along the south line of said Section extended to its intersection with the East boundary line of Mt. Rainier National Park (along the south line of Section 34, T18N, R10E); thence south along said boundary to its intersection with the Pierce-Yakima County boundary line; thence south along the Pierce-Yakima County line to the intersection of said line with the Pierce- Lewis County line; thence west along the Pierce-Lewis County line to the intersection of the Thurston-Pierce-Lewis County line; thence northerly along the Thurston-Pierce County line to its intersection with the shoreline of Puget Sound; thence northerly along the east shoreline of Puget Sound (including service to Anderson Island, McNeil Island and Ketron Island) to the intersection with the centerline of Chambers Bay; thence east along the centerline of Chambers Bay to its intersection with the centerline of Chambers Creek; thence following the centerline of Chambers Creek east to its intersection with the centerline of Leach Creek; thence northerly along the centerline of Leach Creek to its intersection with Alameda Avenue extended; thence north on Alameda Avenue extended to South 48th Street extended west; thence east on South 48th Street extended to its meeting with the

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION



By

*Amanda Maxwell*

**NOTE:** A copy of this permit **MUST** be carried in each vehicle being operated under this authority.



## WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Continuation Page

centerline of Leach Creek; thence northerly along the centerline of Leach Creek to its intersection with 40th Street; thence east on 40th Street to the intersection with Orchard Street extended; thence north along centerline of Orchard Street extended to the intersection with South 19th Street; thence west along centerline of South 19th Street (also the Tacoma city limits) to the intersection with Day Island Waterway (east side of The Narrows); thence following the shoreline of Puget Sound in a northerly direction to Point Defiance and Commencement Bay; thence following the shoreline of Commencement Bay to its intersection with the west city limits of Tacoma located in Section 21, T21N, R3E; thence following the city limits of Tacoma in a clockwise direction to its intersection with 72nd Street East (also the south line of the northwest quarter of Section 26, T20N, R3E); thence east along said street to its intersection with Waller Rd, the point of beginning.

SOLID WASTE COLLECTION SERVICE In Lewis County.

SOLID WASTE COLLECTION SERVICE in Grays Harbor County.

SOLID WASTE COLLECTION SERVICE in Mason County.

SOLID WASTE COLLECTION SERVICE in Thurston County.

REFUSE COLLECTION SERVICE From the Puget Sound Navy Yard at Bremerton to dumps in Kitsap County.

SOLID WASTE COLLECTION SERVICE In that portion of Pacific County described as follows: Starting at a point at the northeast corner of Section 13, T. 15 N., R. 11 W.; thence south along the east line of said Section 13, extended to Tokeland Peninsula (Section 12, T. 14 N., R. 11 W.); thence following the shoreline of Willapa Bay and the Pacific Ocean westerly and northerly to its intersection with the Pacific-Grays Harbor County line; thence east along said county line to its intersection with the northeast corner of Section 13, T15N, R11W, the point of beginning.

The operating authority held by Harold and Nancy Lemay, d/b/a City Sanitary Company, in Certificate No. G-47, voluntarily cancelled May 26, 2004, by Commission Order TG-040953, is fully duplicated in Certificate No. G-98 held by Harold Lemay Enterprises, Inc.

TO THE EXTENT THAT THE AUTHORITY GRANTED IN THIS ORDER DUPLICATES ANY AUTHORITY PREVIOUSLY GRANTED OR NOW HELD SHALL NOT BE CONSTRUED AS CONFERRING MORE THAN ONE OPERATING RIGHT NOR SHALL ANY DUPLICATING RIGHTS BE AVAILABLE FOR PURPOSES OF TRANSFER.

TG-220145

March 14, 2022

**WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION**

**1300 S EVERGREEN PARK DRIVE SW, PO BOX 47250**

**OLYMPIA, WA 98504-7250**

**(360) 664-1222**

**This certificate authorizes the following operations under the provisions of RCW Title 81:**

CUMMINS, JEFFERY K.  
d/b/a COMMUNITY WASTE & RECYCLING  
157 BLACK BIRD LANE  
CHEHALIS, WA 98532

Cert No.  
G-219

SOLID WASTE COLLECTION SERVICE in that portion of Lewis County described as follows: T 11 N, R 2 W, Sections 33, 32, 31, 30, 29, 28, 21, 20 and 19.

SOLID WASTE COLLECTION SERVICE in that portion of Cowlitz County described as follows: T 10 N, R 3 W, Sections 3, 4 and 10.

SOLID WASTE COLLECTION SERVICE in that area commonly known as the community of Ryderwood located in Cowlitz County under contract with the RYDERWOOD IMPROVEMENT & SERVICE ASSOCIATION.

TO THE EXTENT THAT THE AUTHORITY GRANTED IN THIS ORDER DUPLICATES ANY AUTHORITY PREVIOUSLY GRANTED OR NOW HELD SHALL NOT BE CONSTRUED AS CONFERRING MORE THAN ONE OPERATING RIGHT NOR SHALL ANY DUPLICATING RIGHTS BE AVAILABLE FOR PURPOSES OF TRANSFER.

TG-011605

02-14-02

WASHINGTON UTILITIES AND TRANSPORTATION  
COMMISSION



By \_\_\_\_\_



## **Appendix G – Transfer Station Current Rates and Hour Schedules**

## **APPENDIX G**

### **Transfer Station Current Rates and Hour Schedules**

#### **LEWIS COUNTY SOLID WASTE UTILITY FACILITIES**

**Central Transfer  
Station 1411 S.  
Tower Ave.,  
Centralia**

Monday – Saturday, 7:30 a.m. to 5:30 p.m. with the inbound gates closing at 5:15 p.m.

\$120 per ton, minimum charge is \$20 for 340 pounds or less. A 3.6% solid waste refuse tax is added to each transaction.

\$100 per ton (\$15 minimum for 300 pounds or less) for stumps, trees, and branches

\$100 per ton (\$15 minimum for 300 pounds or less) for grass clippings and leaves

\$10 per oven, range, washer, dryer, dishwasher, and hot water tank

\$30 per refrigerator, freezer, and any appliance containing refrigerant

\$150 per ton (\$30 minimum for 400 pounds or less) for asbestos materials

\$140 per ton (\$35 minimum for 500 pounds or less) for wastes requiring special handling. A 3.6 percent solid waste refuse tax is added to each transaction.

\$10 per passenger car/light truck tire

\$10 per semi-truck tire without rim

\$20 per semi-truck tire with rim

\$25 per computer monitor

\$6 per CPU

\$25 per TV

\$31 per laptop

Source-separated recycling available during transfer station hours for cardboard, metal, glass bottles and jars, and paper.

**Lewis County Hazo Hut  
1411 S. Tower Ave., Centralia**

Every Wednesday, First & Third Saturday of each month from 9:00 a.m. to 4:00 p.m.

Free for residential customers.

Limits (per visit):

- 15 CFL lights
- 5 gallons motor oil (only on days the Hazo Hut in Centralia is open)
- 5 gallons antifreeze
- 5 gallons cooking oil
- No containers over 5 gallons

Businesses must make an appointment and pay based on the materials they drop off.



**East Lewis County**  
**Transfer Station 6745**  
**U.S. Hwy 12**  
**Morton, WA**

Monday – Saturday, 8:30 a.m. to 4:30 p.m.

\$120 per ton, minimum charge is \$20 for 340 pounds or less. A 3.6% solid waste refuse tax is added to each transaction.

\$100 per ton (\$15 minimum for 300 pounds or less) for stumps, trees, and branches

\$100 per ton (\$15 minimum for 300 pounds or less) for grass clippings and leaves

\$140 per ton (\$35 minimum for 500 pounds or less) for wastes requiring special handling. A 3.6 solid waste refuse tax is added to each transaction.

\$10 per oven, range, washer, dryer, dishwasher, and hot water tank

\$30 per refrigerator, freezer, and any appliance containing refrigerant

\$150 per ton (\$30 minimum for 400 pounds or less) for asbestos materials

\$10 per passenger car/light truck tire

\$10 per semi-truck tire without rim

\$20 per semi-truck tire with rim

\$25 per computer monitor

\$6 per CPU

\$25 per TV

\$31 per laptop

Source-separated recycling available during transfer station hours for glass bottles and jars, cardboard, metal, and paper.

## **Appendix H – Recycling Drop-Off Opportunities**



**APPENDIX H**  
**RECYCLING DROP-OFF**  
**OPPORTUNITIES**

<b>Recycling Drop-Off Opportunities</b>	<b>Address</b>	<b>City</b>	<b>Hours</b>	<b>Phone</b>	<b>Newspaper, paper, cardboard, junk mail</b>	<b>Scrap Metal</b>	<b>Antifreeze</b>	<b>Used Motor Oil</b>	<b>Lead Acid Batteries</b>	<b>Other</b>
Sutter Metals	206 Floral St.	Centralia	Mon. – Fri. 8:00 am to 4:15 pm	360-736-5121	-	X	-	-	X	
Forest Grange	3397 Jackson Highway	Chehalis	Not Applicable	360-262-3493	-	-	-	-	-	Glass bottles and jars
Pe Ell Utility Shop	1101 N First St.	Pe Ell	Not Applicable	Not Applicable	-	-	-	-	-	Glass bottles and jars
Lewis County Central Transfer Station	1411 S. Tower Ave.	Centralia	Mon. - Sat. 7:30 am to 5:30 pm with inbound gates closing at 5:15 pm	360-740-1451	X	X	X	X	X	Glass bottles and jars
East Lewis County Transfer Station	6745 US Hwy. 12,	Morton	Mon. - Sat. 8:30 am -4:30 pm	360-496-5095	X	X	X	X	X	Glass bottles and jars

## **Appendix I – Debris Management Plan Job Aid (FEMA 2016)**

## APPENDIX D: DEBRIS MANAGEMENT PLAN JOB AID

FEMA encourages State, Territorial, Tribal, and local governments to establish written procedures and guidance for managing debris in an expeditious, efficient and environmentally sound manner. FEMA refers to this as a Debris Management Plan (DMP).

The content of a DMP will vary depending on State, Territorial, Tribal, and local vulnerabilities, ordinances, zoning, critical infrastructure locations, disposal locations, and other localized factors. The following 10 elements are the basic components of a comprehensive DMP:

### **Overview**

This section should include the following information:

- The purpose of the DMP and its overarching goals,
- How the DMP was developed and who participated in development (include all internal departments and external entities that may be involved with debris operations), and
- Whether the DMP is officially adopted by the governing body.

### **Incidents and Assumptions**

Forecasting the type and quantity of debris is essential to the debris removal operations planning process. The DMP should include:

- Identification of the types and severity of incidents most likely to occur along with the types and anticipated quantities of debris that may be generated,
- Identification of the type of handling and equipment necessary to safely manage the debris, and
- A description of the general terrain types, land use, and accessibility for the areas that would most likely be impacted by the incident and how these characteristics may affect debris operations.

There are many types of debris with various considerations for each, as shown in the table below.

<b>Vegetative Debris</b>	Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material.
<b>Construction and Demolition Debris</b>	Construction and demolition debris includes components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. The definition of construction and demolition debris may vary between jurisdictions.



<b>Hazardous Waste</b>	<p>Hazardous waste is a waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristics:</p> <ul style="list-style-type: none"> <li>• Ignitability</li> <li>• Corrosivity</li> <li>• Reactivity</li> <li>• Toxicity</li> </ul> <p>Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment. The State or Tribal environmental office and the U.S. Environmental Protection Agency (EPA) provide first response functions in cases of commercial, agricultural, industrial, and toxic waste spills. The DMP should include the contact information for both parties in case of a large contamination issue.</p>
<b>Household Hazardous Waste</b>	<p>Household Hazardous Waste (HHW) is a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.</p> <p>Pre-disaster planning should include training for hazardous waste response teams to collect, sort, store, and dispose of excessive quantities of HHW. The planning staff should consider having emergency hazardous waste removal contracts in place with pre-qualified contractors to perform the work.</p> <p>After an incident, the Applicants should set-up HHW collection centers to avoid commingling of HHW with other debris.</p>
<b>White Goods</b>	<p>White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. Some States and Tribal Governments also require certified technicians to extract compressor oils before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils.</p> <p>The DMP should identify certified recycling centers that are permitted to take white goods.</p>
<b>Electronic Waste</b>	<p>Electronic waste (e-waste) refers to electronics that contain hazardous materials, such as computer monitors, televisions, cell phones, and batteries. These products may contain minerals and chemicals that require specific disposal methods.</p>

<b>Soil, Mud, and Sand</b>	Floods, landslides, winds, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.
<b>Vehicles and Vessels</b>	Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster. These vehicles and vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities.
<b>Putrescent Debris</b>	Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter.
<b>Infectious Waste</b>	Infectious waste is waste capable of causing infections in humans and can include contaminated animal waste, human blood, blood products, medical waste, pathological waste, and discarded sharp objects (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.).
<b>Chemical, Biological, Radiological, and Nuclear–Contaminated Debris</b>	Chemical, biological, radiological, and nuclear–contaminated debris is any debris contaminated by chemical, biological, radiological, or nuclear materials.

### **Debris Collection and Removal**

A debris collection strategy establishes a systematic approach for the efficient removal of debris. The clearance and collection of debris should be structured to meet response and recovery priorities. As such, the DMP should:

- Identify and prioritize facilities that may be impacted by debris;
- Define the priorities during both the response and recovery phase operations;
- Describe the coordination process with other entities responsible for managing debris;
- Identify the roles and responsibilities for all entities and departments involved; and
- Describe the methods that will be used to collect debris (e.g., curbside collection, community drop-off bins).

### **Debris Removal from Private Property**

Debris removal from private property is generally the responsibility of the individual property owners; however, when it is in the public interest to remove debris, the Applicant may act to abate the threat. The DMP should include:

- Identification of the circumstances under which the Applicant will take such action;
- The enabling laws that allow government to intercede in private property matters;

- The process the jurisdiction will use to obtain permissions to enter onto private property; and
- The process the Applicant will undertake to recoup costs (such as insurance proceeds).

### **Public Information**

The dissemination of debris removal information is critical to the effective and efficient removal of debris. The DMP should include a public information strategy to ensure that residents receive accurate and timely information about the parameters, rules, and guidelines for debris removal. For example, if allowing residents to place debris on the curb, information regarding the timeframe allowed and where and how to place the debris (e.g., segregated in shared piles with neighbors, not placed on sidewalks, in roadways, against fire hydrants or power lines).

### **Health and Safety Requirements**

Debris operations can pose safety hazards and health risks to emergency workers and the public. The DMP should include specific details on safety rules and procedures to protect workers and the public and specific measures for adherence to safety rules and procedures.

### **Environmental Considerations and Other Regulatory Requirements**

The removal and disposal of certain types of debris have impact on the human and physical environment. Successful debris operations depend on compliance with Federal, State, Territorial, Tribal, and local environmental laws. The DMP should identify all debris operations that may trigger compliance with environmental and historic preservation (EHP) laws, regulations, and Executive Orders. It should also identify how compliance will be achieved.

### **Temporary Debris Management Sites and Disposal Locations**

The DMP should identify locations where the debris will be segregated, reduced, and disposed and whether it will be recycled.

The Applicants should avoid selecting sites in or near environmentally or historically sensitive areas such as floodplains, wetlands, critical habitats of federally endangered species, historic districts, and archaeologically sensitive areas. Debris must be staged a safe distance from property boundaries, surface water, wetlands, structures, wells, and septic tanks with leach fields. If an EHP concern is identified, the potential site should be ranked lower than others.

Environmental permits and land-use variances may be required to establish a temporary site. Several agencies may be involved in issuing permits and granting approvals. The planning process should identify the potential permits that will be required to establish a facility. A listing of the permits should be part of the DMP and may include:

- Waste processing and recycling operations permit
- Temporary land-use permits
- Land-use variances
- Traffic circulation strategies
- Air quality permits
- Water quality permits
- Coastal commission land-use permits



- HHW permits
- Fire department permits
- Burn permits

The DMP should address traffic circulation at each of the disposal sites, disposal capacity, and how debris will be managed if there is a lack of landfill capacity. The DMP should identify the final disposal site of whole, reduced, or recycled debris.

### **Force Account or Contract Resources and Procurement**

Jurisdictions can use staff resources, contractors, or a combination of both to monitor or conduct debris removal operations. The DMP should clearly define the types of work that the Applicant will perform with staff resources versus contracted services.

The DMP should describe the process and procedure for acquiring competitively procured contracted services, provide specific contract requirements, and explain how contractor qualifications are established.

### **Monitoring Debris Operations**

The Applicant must monitor contracted debris removal operations. It may use staff resources, contractors, or a combination of both to monitor debris removal operations. FEMA encourages the Applicant to use its own employees to monitor debris removal operations. Professional Engineers and other certified professionals are not necessary for debris monitoring. The primary role for debris monitors is to document the location and amount of debris collected. Debris monitors should be able to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures.

The DMP should include details as to how the jurisdiction will monitor its debris removal contractor at pickup sites and all disposal sites, including temporary sites and final disposal areas. The DMP should discuss who will perform the monitoring and describe each monitoring task. If the jurisdiction outsources a monitoring task, it must award the contract to a contractor who has no vested interest in the debris removal contract or contractor. There must be no conflict of interest between the monitoring contractor and the debris removal contractor.



#### **Debris Removal Contractor Registry**

FEMA developed an on-line debris contractor registry tool to assist Applicants in identifying and contacting contractor resources. The registry tool can be found on FEMA's website (<https://asd.fema.gov/inter/drcr/home.htm>). The information provided in the registry is maintained by contractors and their representatives. FEMA does not verify and takes no responsibility for the accuracy of the information submitted. FEMA does not endorse, approve, or recommend any contractors, including those in the registry. State, Tribal, and local governments should perform all appropriate due diligence prior to entering into a contract. Contracting with any of the entities listed in the registry does not ensure reimbursement.

## Debris Management Plan Checklist

Yes	No	Plan Requirements	Comment
		<b>Overview</b> – Does the plan describe the purpose and objectives?	
		<b>Incidents and Assumptions</b> – Does the plan provide information on the types and anticipated quantities of debris that will be generated from various types and sizes of incidents?	
		<b>Debris Collection and Removal</b> – Does the plan have a debris collection strategy? Does the plan discuss the methods that will be used to remove debris and establish priorities for clearance and removal? Does the plan outline the roles and responsibilities of the various functions involved (Public Works, Finance, and Solid Waste Departments, etc.)?	
		<b>Debris Removal on Private Property</b> – Does the plan address the authority and processes for private property debris removal?	
		<b>Public Information</b> – Does the plan include a public information strategy to ensure that residents receive accurate and timely information about debris operations?	
		<b>Health and Safety Requirements</b> – Does the plan describe how workers and the public will be protected and discuss the specific measures for adherence to safety rules and procedures?	
		<b>Environmental Considerations and Other Regulatory Requirements</b> – Does the plan identify all debris operations that will trigger compliance with environmental and historic preservation laws and how compliance will be attained?	
		<b>Debris Management Sites and Disposal Locations</b> – Does the plan identify where the disaster debris will be segregated, reduced, and disposed or whether debris will be hauled to a recycler?	
		<b>Use and Force Account or Contracted Resources and Procurement</b> – Does the plan define the types of work force account labor will accomplish and the types of debris operations that will be contracted? Does the plan describe the process and procedure for acquiring competitively procured contracted services? Does the jurisdiction identify debris contractors that it has prequalified?	
		<b>Monitoring of Debris Operations</b> – Does the plan describe how debris removal contractors will be monitored and who will monitor at pickup sites, Debris Management Sites / Temporary Debris Storage and Reduction Sites, and final disposal?	

## **Appendix J – 2022 Disaster Debris Management Plan**



**LEWIS COUNTY  
PUBLIC WORKS DEPARTMENT  
SOLID WASTE UTILITY DIVISION**

**DISASTER DEBRIS MANAGEMENT PLAN  
06/01/2022**

**PURPOSE**

The goal of this plan is to identify the roles and responsibilities of local officials and the Lewis County Solid Waste Utility in the event of a major disaster. Lewis County is located in a geographic region subject to natural disasters. As such, there is the potential for significant volumes of disaster-related debris to be generated. The removal and disposal of this debris needs to be coordinated and documented in a manner consistent with the Federal Emergency Management Agency (FEMA) Guidelines and the Lewis County Comprehensive Emergency Management Plan (CEMP).

**TERMS USED IN THIS PLAN**

**Disaster Debris** - Scattered items and materials that are broken, destroyed, or displaced by a natural disaster. Examples: trees and limbs, construction and demolition material, personal property, furniture, carpet, sheetrock, etc.

**Disaster** - As used in this plan, disaster shall mean an event or set of circumstances which: (a) Demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences, or (b) Reaches such a dimension or degree of destructiveness as to warrant the Governor of Washington State or the President of the United States, declaring a state of emergency pursuant to RCW 43.06.010.

**Damage Assessment** - An initial report immediately following the disaster that defines the type of disaster, estimated cost and requirements for relief efforts. The damage assessment identifies and provides estimates for the type of debris, location of debris, volume of debris and land use. Such as residential, business or agriculture. The damage assessment also provides a specific record of the area(s) of damage within the County.

**LEWIS COUNTY SOLID WASTE MANAGEMENT SYSTEM**

Lewis County operates the solid waste system under the auspices of a Disposal District. The District is inclusive of all of the incorporated cities and the County. Representatives from each of the incorporated cities and the County act as an advisory committee to the Disposal District Commissioners who by statute are the Lewis County Commissioners.

Lewis County Solid Waste Utility Division operates two transfer stations and a Household Hazardous Waste Facility. Municipal solid waste is collected at these sites then loaded into long haul trailer for transport to the Wasco county landfill.

Curbside Solid Waste collection services are provided by contract and franchise hauling firms. Franchise areas are determined and managed by the Washington Utilities and Transportation Commission.

During a disaster, waste is directed to the transfer stations located within City of Centralia limits and on State Highway 12, approximately four miles east of the City of Morton. The addresses and phone numbers of the sites are as follows:

Central Transfer Station (CTS)	(360) 740-1481
1411 South Tower Ave	
Centralia, WA 98531	

East Lewis County Transfer Station (ELCTS)	(360) 496-5095
6745 US Highway 12	
Morton, WA 98356	

Household Hazardous Waste (HHW) generated during a disaster will be collected and processed at the Lewis County HHW facility located at the Central Transfer Station in Centralia. Additional collection and processing may be handled directly by the Department of Ecology depending on the type and severity of the event.

### **ESTABLISHING DISASTER DISPOSAL RATES**

Disposal rates are established by the Lewis County Board of County Commissioners. Acting in their capacity as the Lewis County Disposal District #1. In the event of a declared disaster, provisions have been established within the Department to provide service to the citizens of Lewis County.

In the event of a disaster, the Solid Waste Disposal District #1 (SWDD #1) can activate free or reduced rate disposal after damage assessments have been completed by Emergency Management officials or an entity designated by Lewis County Emergency Management. The damage assessments will provide the Commission with the information necessary to determine the extent of the damage and the need for free or reduced disposal opportunities.

Any customers disposing of disaster debris at either transfer station prior to the Solid Waste Disposal District #1 passing a Resolution approving free disposal for disaster debris disposal, will not be subject to a refund.

## **DAMAGE ASSESSMENT**

Damage assessments occur immediately after a disaster to determine the extent and nature of the damage. The assessments are conducted by County officials, Emergency Management, by City officials, and other entities as identified by Lewis County Emergency Management.

Damage assessments of public property are the responsibility of the local government within whose jurisdiction the damage occurred. Lewis County Emergency Management is responsible for coordinating the preliminary assessment of private property damage in Lewis County. Other countywide “Windshield Surveys” and damage assessments may be completed by other agencies, coordinated by Lewis County Emergency Management.

The goal is to compile the assessments and forward them to the Washington State Department of Emergency Management within one week following the response phase of the event. The exact timeline will be determined based on the severity of the event. The Governor may declare the County, or a portion thereof, a disaster during the response phase of the assessment to assist with resource support. In the event of a major disaster, a Presidential Disaster declaration may follow the state review.

## **MANAGEMENT OF DISASTER DEBRIS**

The Disposal District Commissioners may authorize free or reduced disposal of disaster debris at the transfer stations if damage assessments indicate significant damage. Solid waste personnel will open the transfer stations as soon as physically possible. Waste will be accepted from the public and commercial sources on a first-come first-served basis. Waste will be screened for unacceptable and hazardous waste as defined in the Transfer Station Operations Plan. The Disposal District Commissioners will be responsible for determining how many days of free disposal will be offered. A resolution authorizing free disposal must be signed by the Disposal District Commissioners before disposal can occur.

Free disposal of disaster debris will not be available to local jurisdictions and individuals not affected by the disaster. Information from the damage assessments will be utilized to identify the areas eligible to receive free disposal.

In the unincorporated areas of the County, businesses and residents affected by the disaster will be eligible for free or reduced disposal, if they meet the following criteria:

1. Residents and businesses requesting free or reduced disposal of disaster debris will be required to fill out and sign a Disaster Debris Voucher Form indicating that they are disposing of debris directly from the disaster. Disaster Debris Voucher Forms are available through Lewis County Emergency Management.
2. These residents or businesses will be required to provide proof of identity such as a driver's license and/or business license, to show proof of residency in an area affected by the disaster.



In the incorporated cities, City officials will be responsible for providing a means for identifying areas that qualify for free disposal of disaster debris. City officials are responsible for forwarding information on areas affected by the disaster to Lewis County Emergency Management.

City officials have the option of sending qualified individual residents and businesses to Lewis County Emergency Management to receive Disposal Debris Voucher Forms. However, City officials are encouraged to utilize city forces or contracted haulers to remove waste from city streets and residential neighborhoods within the affected area.

Transfer station personnel will track the inbound eligible waste with a computerized scale system.

Solid waste brought to the transfer station from outside the eligible area(s) will be charged full price. Waste from inside the eligible area(s), but not directly generated as a result of the disaster will be charged full price.

#### **DISASTER DEBRIS DISPOSAL- INFORMATION MANAGEMENT**

The Emergency Management Division of the Lewis County Public Works Department is the lead agency for gathering and maintaining information related to disasters and emergencies. Following a disaster declaration by the Board of County Commissioners, Emergency Management will determine areas qualified to participate in the Disaster Debris Management Program, and coordinate the distribution of disaster debris vouchers.

The identification and location of residents and businesses requesting disaster debris vouchers will be verified by Emergency Management Officials. Residents and authorized representatives of the businesses will be required to provide valid identification. Only qualified residents and businesses in the affected areas will be issued a Disaster Debris Voucher. Questionable or fraudulent requests for Disaster Debris Vouchers will be forwarded by Emergency Management to the Lewis County Sheriff's Office for investigation.

The Disaster Debris Voucher is a two-part, numbered form. Once verification has occurred, the voucher shall be given to the resident asking for free or reduced disposal. The resident must present both white and yellow copies of the voucher upon hauling waste to either transfer station for disposal. The white cover sheet shall be signed by the Solid Waste scale attendant and forwarded to the Solid Waste Utility, along with a scale receipt for contractual record keeping purposes. The yellow copy shall be given to the resident or business, and may be used for multiple trips in one day during the period designated by a resolution.

The Solid Waste Utility utilizes a computerized scale system that allows the Utility to identify waste through a commodity code. A commodity code has been dedicated to track waste generated through the Disaster Debris Management Program. Computer cards are programmed with the commodity code. These cards will be presented to the residents or businesses at the scale house. The system also allows the scale attendant to insert information

on the disposal charge ticket in a comment line. When a resident or business presents a Disaster Debris Voucher, the event number, voucher number, and name of the business or resident will be entered into the comment line.

The Solid Waste Utility will file the white copy of the disposal receipt with the white copy of the Disaster Debris Voucher, which also provides the event number, voucher number, and name of resident or business. This will allow the Solid Waste Division to generate reports on debris collected from the affected areas within Lewis County.

### **EMERGENCY CONTINGENCY PLAN**

Lewis County's solid waste system is dependent upon the availability of over the road transportation for the movement of long haul trailers to and from the landfill service provider. In the event of a major disaster that closes all transportation routes, the long haul and disposal contractor will activate the emergency response procedures established in the Emergency Response Plan (ERP). The procedures in the ERP are as follows:

1. Provide the CTS and ELCTS with as many empty containers as feasible.
2. Up to 50 full containers can be stockpiled at the intermodal yard in Centralia.
3. If necessary, additional full and empty containers can be stored at the CTS
4. Re-establish transportation routes as soon as possible.

#### **The Utility will respond as follows:**

1. Utilize all available empty containers
2. If empty containers are unavailable, 500+ tons of waste can be stockpiled on the tip floor.
3. If the tip floor reaches capacity, waste can be stored on the paved area adjacent to the tip floor.
4. In an extreme emergency situation, the yard waste collection area at the base of the transfer station can be utilized for over flow. In this event, the culvert which provides drainage for the swale will be plugged to prevent leachate from escaping off site.

#### **Emergency dump site locations only:**

1. If necessary, emergency storage sites can be permitted by the Lewis County Health Officer. Additional emergency storage sites are as follows:

Meskill Drop Box, 3547 State Highway 6, Chehalis WA

Spooner Rock Pit, 307 Spooner Rd, Chehalis WA

Meskill Rock Pit, 0 Meskill Rd, Chehalis WA

Winlock Drop Box, 1105 Winlock-Vader Road, Winlock WA

Randle Drop Box, 9392 U.S. Highway 12, Randle WA.

## EMERGENCY CONTACT LIST - LEWIS COUNTY

### **PUBLIC WORKS DEPARTMENT**

Public Works Director	740-1123
County Engineer	740-2762
Road Maintenance Supervisor	740-2711
	740-3381

### **DIVISION OF EMERGENCY MANAGEMENT**

Emergency Management Deputy Director	740-1151
Emergency Management Planner	740-1157
DEM Information Line	740-1153
	740-3352

### **SOLID WASTE UTILITY DIVISION**

Solid Waste Utility Manager	740-1403
Transfer Station Operations Supervisor	520-0694

### **INCORPORATED CITIES**

#### **CENTRALIA**

Public Works Director	330-7512
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#### **CHEHALIS**

Public Works Director	748-0238
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#### **MORTON**

City Clerk	496-6881
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#### **MOSSYROCK**

City Clerk	983-3300
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#### **NAPAVINE**

City Clerk	262-3547
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#### **PE ELL**

City Clerk	291-3543
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#### **TOLEDO**

City Clerk	864-4564
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#### **VADER**

City Clerk	295-3222
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#### **WINLOCK**

City Clerk	785-3811
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### **SOLID WASTE & RECYCLING CURBSIDE COLLECTION COMPANIES**

#### **LeMay Enterprises**

736-4769
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#### **Waste Connections Inc**

800-525-4167
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#### **COMMUNITY REFUSE**

748-7387
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## **Appendix K – Lewis County Businesses and Hazardous Waste Generators**



## APPENDIX K

### Lewis County Businesses and Hazardous Waste Generators

#### Conditionally Exempt Small Quantity Generator

RCRA Site ID#	Name	City
WAD980978563	Centralia City Light Dept.	Centralia
WAD980984298	Qwest Corporation W00832	Centralia
WAR000004655	Sears Unit 8259/6289	Centralia
WAH000003269	WA AGR Lewis 2	Centralia
WAD000642140	Northwest Pipeline GP Chehalis C/S	Chehalis
WA6122300134	US DA FS GPNF Skate Creek Work Ctr	Packwood
WAD988523940	Cispus Learning Center	Randle
WAH000044426	Janke Trucking Inc.	Winlock
WAH000049453	Tacoma Public Utilities	Mossyrock
WAD059325092	Over Head Door Corp	Centralia
WAD070046503	Cummins Northwest Inc.	Chehalis
WAD988516670	National Frozen Foods Corp	Chehalis
WA5891406337	US DOE BPA Chehalis Substation	Chehalis
WA7122300133	US DA FS GPNF Cowlitz Valley RS	Randle
WA0000086165	Cowlitz Salmon Hatchery	Salkum
WAD988513271	Better Weight MFG	Toledo
WAD988489787	Chevron 93124	Centralia
WAD988496782	UPS	Chehalis
WAH000033058	Winlock Wastewater Treatment Plant	Winlock
WAD988501102	TMI Forest Products Inc.	Morton
WA9211890034	WA Army National Guard Shop No. 4	Centralia
WAH000035522	Integrity Services of WA Inc	Chehalis
WAD988500088	Gold Beach Investment Properties Inc	Centralia

Small Quantity Generator

RCRA Site ID#	Name	City
WAD981764608	Centralia College	Centralia
WAD020233441	CW Nielsen Manufacturing Corp	Chehalis
WAD988476917	Darigold Inc	Chehalis
WAH000032306	Kmart 7331	Chehalis
WAD021818489	PSE Jackson Prairie	Chehalis
WA0000001412	Sorenson Transport Co Inc.	Chehalis
WAD086841970	Hampton Lumber Mills WA Inc. Morton	Morton
WAD988502043	Van Cleve Ford Inc. Morton	Morton
WAD051242865	Hampton Lumber Mills WA Inc Randle	Randle
WAD988513263	Torgerson 4x4	Winlock
WAD076654219	NC Machinery	Chehalis
WAH000010603	American Plating	Centralia
WA0000949768	Providence Hospital	Centralia
WAH000036544	Stericycle Inc.	Morton
WAD982821274	Greenbrier Rail & Services LLC.	Chehalis
WAH000040014	Rite Aid #5284	Centralia
WAH000044761	Safeway Store 1495	Centralia
WAH000042673	Marks Equipment Painting LLC.	Chehalis
WAH000040024	Rite Aid #5285	Chehalis
WAH000044707	Safeway Store	Chehalis
WAD087006318	Thermacor Northwest	Chehalis
WAH000051636	Morton General Hospital	Morton
WAH000022466	Washington Truck REBUILDERS INC.	Toledo
WAH000052927	WS DOT I5 Cowlitz River Bridge	Toledo
WAH000056840	Lowes Flatbed Distribution 1464	Centralia
WAH000057540	Penske Truck Leasing Co LP	Centralia
WAH000060305	Imperial Group Manufacturing	Chehalis

#### Medium Quantity Generators (MQG)

These generators accumulate between 220 and 2,200 pounds of hazardous wastes per month. The following entities have been identified as MQGs in Lewis County:

<b>RCRA Site ID#</b>	<b>Name</b>	<b>City</b>
WAR000010769	Aristocratic Cabinets Inc. Chehalis	Chehalis
WAH000028550	Home Depot 4740	Chehalis
WAD988472379	Tacoma Public Utilities Mayfield Dam	Silver Creek
WAD052594751	TransAlta Centralia Mining LLC.	Centralia

#### Large Quantity Generators (LQG)

These generators accumulate over 2,200 pounds of hazardous waste or 2.2 pounds or more of acutely hazardous waste per month. The following entities have been identified as LQGs in Lewis County:

<b>RCRA Site ID#</b>	<b>Name</b>	<b>City</b>
WAD000643494	TransAlta Centralia Generation LLC	Centralia
WAR000002147	Walmart Supercenter 2249	Chehalis
WAH000051336	Federal National Mortgage Association/one time cleanup	Toledo
WAH000038186	Cardinal FG Winlock	Winlock
WAH000057620	United Natural Foods Distribution Center Centralia	Centralia

## **Appendix L – WUTC Cost Assessment Questionnaire**





# COST ASSESSMENT GUIDELINES

## FOR LOCAL SOLID WASTE MANAGEMENT PLANNING

Third Edition, Revised October 2019



Washington Utilities and Transportation Commission  
Version 4

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# 1. Process Overview

## 1.1. Purpose of the cost assessment guidelines

The purpose of the cost assessment guidelines is to help local governments prepare cost assessments for their solid waste management plans (SWMP). Counties or cities should prepare their cost assessments so that impacts on solid waste haulers and their ratepayers are easy to determine. If a local government does not have Washington Utilities and Transportation Commission (UTC)-regulated collection companies in its jurisdiction, the commission will not review the plan. Instead, the Washington Department of Ecology will consider in its review whether or not the plan adequately meets the cost assessment requirements.

Every local government with a UTC-regulated collection company within its jurisdiction must complete a cost assessment pursuant to these guidelines and state law.<sup>1</sup>

The cost assessment:

- is a comprehensive, system-wide review of a solid waste plan's costs,
- considers the dollar impact on ratepayers of the plan's recommendations, and
- provides sufficient information to estimate future rate levels over the plan period.

The cost assessment is beneficial to:

- local elected officials and staff who may use the cost assessment process as an evaluation tool for selecting preferred solid waste management system alternatives,
- UTC commissioners and staff who use cost assessments to obtain information about probable future rate increases and policy directions set by local governments,
- solid waste advisory committee members who can use cost assessments to evaluate solid waste systems and estimate costs of implementing proposed plans,
- UTC-regulated solid waste collection companies that can use assessments to plan for future capital and operating expenditures, and
- citizens who pay for solid waste management systems through solid waste collection bills and tipping fees and can use cost assessments to estimate future expense levels. This information can help the public provide input to local officials about their solid waste program preferences. The information can also further citizen understanding of the rate setting process.

## 1.2. The Washington Utilities and Transportation Commission

The UTC is composed of three commissioners who are appointed by the governor and confirmed by the Senate to six-year terms. The commissioners are supported by a staff of accountants, economists, engineers, consumer program specialists, and special investigators.

The commission regulates privately owned utility companies, including energy, telecommunications, natural gas, water, and transportation companies, including low-level nuclear waste, solid waste, and medical waste companies. The commission is primarily an economic regulator, but it also regulates the airporter, solid waste hauling, railroad, and oil and gas pipeline industries for safety.

Chapter 81.77 RCW sets forth the UTC's role in solid waste management. The commission grants authority to operate, approves rates, prescribes accounting formats, and requires regulated companies

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<sup>1</sup> RCW 70.95.090(8) and RCW 70.95.096



to file annual reports. However, RCW 81.77.22 provides exemptions from regulation for a municipality, or any solid waste or recycling company providing solid waste collection service under contract for a municipality. In addition, any recycling company providing service solely to commercial customers are federally exempt.

The commission's responsibility to approve rates makes the UTC directly accountable to ratepayers. The commission's goals are to ensure that rates charged by regulated companies are fair, just, reasonable, and sufficient. Cost assessments prepared according to these guidelines provide the commission with information it needs to understand how proposed changes to a local SWMP will affect future rates.

### 1.3. Relationship with the Washington Department of Ecology

The Washington Department of Ecology's *Guidelines for the Development of Local Solid Waste Management Plans*<sup>2</sup> and the UTC's *Cost Assessment Guidelines* are mutually supportive. Ecology's guidelines help a local government prepare its SWMP, while the UTC's guidelines help assess the costs of various alternatives considered in the plan.

The UTC reviews the draft local SWMPs autonomous of reviews performed by other parties. Once the UTC review is complete, staff prepares a letter with its recommendations for the commission to consider at an open meeting. Once the letter's recommendations are acknowledged at the open meeting, it is sent to the county or city and Ecology.

## 2. UTC Rate Setting Process

### 2.1. Rate Setting Process

UTC-regulated collection companies must file with the commission in order to change rates. The company must file its rate changes in a proposed tariff that the commission must receive at least 45 days before the proposed effective date. Commission staff reviews the company's justification to support the proposed rates as well as the company's books and records. After staff completes the audit and analysis, staff prepares a memorandum to the commissioners explaining findings, conclusions, and recommendations.

The commissioners consider the proposed rates at an open meeting, after reviewing staff's memorandum. The company, customers, and other interested parties may address their concerns to the commissioners in writing or during the open meeting.

Commissioners may approve proposed rates to become effective as scheduled or issue an order suspending the proposed rates in order to look further into whether the request is reasonable. Suspended rates do not become effective as requested, instead, the rates in effect at the time of filing, remain in effect until the commission approves a change.

If rates are suspended, the matter may require a formal hearing before an administrative law judge. This is a quasi-judicial proceeding with attorneys and witnesses providing sworn testimony. The administrative law judge issues a decision, based on the record. Parties can appeal to the commissioners for review, at the end of which the three commissioners issue their own decision. Additional appeals of the commission's decision would go through the court system.

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<sup>2</sup> <https://fortress.wa.gov/ecy/publications/summarypages/1007005.html>

## 2.2. How the UTC Sets Rates

When requesting revised or new rates, a company must file a revised tariff along with detailed financial and operational data to demonstrate its proposed rates are fair, just, reasonable, and sufficient. Rates are set to recover the costs of providing service to customers. Although companies are entitled to recover appropriate expenses and earn reasonable returns, they are not entitled to recover imprudent or nonservice related costs.

The rate setting process allocates total company expenses to regulated activities (i.e., garbage service in an unincorporated county), by different service categories (e.g., garbage, recycling, organics), by different service levels (e.g., residential customers with mini cans or commercial customers with 32-gallon cans). The allocations may take place in several different levels.

In determining the company's gross revenues, an adjusted historical test period is used to forecast the period rates will be in effect. Staff adjusts the company's income statement for the test year in two ways: 1) Restating adjustments correct errors and departures from regulatory accounting practice; and 2) Pro forma adjustments revise historical amounts for known and measurable changes in revenue and expenses.

## 3. Cost Assessment Information

For the reasons outlined above, the UTC reviews the local SWMP's cost assessment and advises the local government of the probable effect the alternatives may have on rates charged by companies regulated by the UTC. This section identifies the information the UTC requires to accurately analyze the cost and rate impacts. UTC staff looks for evidence that the planning jurisdiction:

- considers solid waste management from a comprehensive, system-wide perspective,
- considers the cost impact of its decisions on ratepayers, and
- provides information sufficient to estimate future rate levels.

### 3.1. Information Needed

To determine the probable effect a SWMP will have on rates, the UTC requires the following information:

- current population and solid waste disposal quantities,
- detailed description of the existing comprehensive solid waste management system(s), including selected alternatives,
- proposed changes in the present solid waste management system(s),
- estimated cost requirements for each component of the solid waste management system(s) for years one through six, including the component costs of recycling programs,
- all sources of funding to be utilized to operate and pay for the system(s),
- the role of the UTC-regulated solid waste collection company(s), and
- information on all the solid waste collection companies in its area.

Factors impacting solid waste rates include population and the number of businesses, the weight of material collected, and collection time required for routes. In addition, the cost of local government programs and supporting infrastructure, and facilities also impact rates.

Expected cost variances over the plan period are important elements needed for assessing rate impacts. RCW 70.95.090(3) requires the local SWMP to contain:

- a six-year construction and capital acquisition program for solid waste handling facilities<sup>3</sup>, and
- a plan for financing both capital costs and operating costs of the proposed solid waste management system.<sup>4</sup>

The cost data should address capital costs and associated financing options for years one through six. For proper assessment of rate impacts, costs should include both direct and indirect cost information for each component of the solid waste facilities and system(s). All assumptions used to develop the cost data should also be included.

The questionnaire in Section Five outlines the information the UTC needs to assess changes in rates. Completing this questionnaire is not mandatory. We provide it as a tool to help ensure that each plan provides UTC staff the necessary information to complete their analysis. Local governments may use the questionnaire provided or submit comparable information in another form.

### 3.2. Planning Numbers and Rate Data

The SWMP guides decisions about future activities. Any plan that involves forecasting is subject to uncertainty. Population changes, economic growth or decline, housing construction, fluctuating interest rates, enforcement actions by state or local authorities, changes in state and federal law, and participation levels in recycling programs are just some of the variables in the solid waste equation that will vary between planning and implementation of solid waste programs.

These guidelines are intended to be flexible while assisting local governments in calculating rates based on assumptions outlined in their plan. To provide a clear rationale for its decisions, a local comprehensive SWMP should contain a statement of the county's goals, objectives, and policies. The plan should also contain explicit information on local conditions, various assumptions, and information on existing operations used to support the plan's cost conclusions. During its review, the UTC staff will use these same assumptions, along with current solid waste collection company statistics and data, to estimate changes in rates to customers the plan may cause.

### 3.3. Direct and Indirect System Costs

During its review, the UTC looks at both direct costs and indirect costs.

An example of a direct cost is a recycling program provided by a UTC-certificated hauler. In this case, the company recovers its program operation costs directly from ratepayers through collection rates. An example of an indirect cost is a surcharge or city tax. The SWMP should provide sufficient information for UTC staff to determine the probable rate impact such as the number of participating households, type and volume of materials collected, frequency of collection, the processing facility to which materials will be taken, and expected markets for recycled materials or costs of disposing nonmarketable recyclable materials.

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<sup>3</sup> RCW 70.95.090(3)(c)

<sup>4</sup> RCW 70.95.090(3)(d)

## 4. UTC Cost Assessment Review

### 4.1. The Internal Process

State law requires local governments to submit preliminary draft SWMPs to Ecology for review.<sup>5</sup> The commission reviews plan assessments of the impact solid waste collection costs will have on rates charged by solid waste collection companies regulated under 81.77 RCW. Commission staff must complete the review within 45 days of receiving the plan from Ecology.<sup>6</sup>

When the UTC receives a draft plan for review, staff assigns a docket number and schedules it for an open meeting. Once review is complete and the commission has acknowledged the staff recommendations, the review letter is sent to the local government and Ecology.

If UTC cannot make a cost assessment because of missing, imprecise, or unclear information, UTC staff will first contact the local government planner or, if necessary, the Ecology reviewer for clarification. If the local government planner or Ecology reviewer clarifies the information, the commission reviewer will make an assessment. If the commission reviewer still cannot make a cost assessment, the commission will state so in its review letter.

## 5. Solid Waste Cost Assessment Questionnaire

While the UTC prefers the local government submit information in the provided format, RCW 70.95.090 does not mandate the use of this questionnaire. The local government may provide the requested information in any format it chooses, but it is mandatory that a cost assessment is prepared. Complete and accurate responses will facilitate a quality cost assessment. If the local government does not have the information or does not know the answer, explaining that this information is unavailable is an acceptable response and allows the reviewer to understand areas that call for closer analysis and study.

Each major section of the questionnaire concludes with a subsection titled “References and Assumptions” that allows the local government a place to note sources and references the UTC should know about in preparing the cost assessment. In these sections, the county or city should also report any assumptions made while compiling questionnaire responses.

Once the cost assessment is complete, it may be included with the SWMP as a separate section or an appendix.

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<sup>5</sup> RCW 70.95.094

<sup>6</sup> RCW 70.95.096



# COST ASSESSMENT QUESTIONNAIRE

## General Information

Plan prepared for the County of	<u>Lewis</u>
Plan prepared for the City of	<u>N/A</u>
Prepared by	<u>Melanie Case, Recycling Program Coordinator</u>
Contact telephone	<u>360-740-1452</u>
Contact email	<u><a href="mailto:melanie.case@lewiscountywa.gov">melanie.case@lewiscountywa.gov</a></u>
Date	<u>April 21, 2025</u>

## Years

Throughout this document:

Year 1 (Base Year) shall refer to	<u>2025</u>
Year 2 shall refer to	<u>2026</u>
Year 3 shall refer to	<u>2027</u>
Year 4 shall refer to	<u>2028</u>
Year 5 shall refer to	<u>2029</u>
Year 6 shall refer to	<u>2030</u>

Each year shall refer to (check one):

- |   |               |                          |
|---|---------------|--------------------------|
| ◆ | Calendar year | January 1 – December 31  |
| € | Fiscal year   | Such as July 1 – June 30 |

## 1. Demographics

### 1.1. Population

1.1.1. Provide the total population of your County (excluding cities choosing to develop their own SWMP) for the base year and each of the following five years.

*Table 1.1.1.a.*

Year 1	84,957
Year 2	85,540
Year 3	86,109
Year 4	86,668
Year 5	87,214
Year 6	87,746

### 1.2. References and Assumptions

These population estimates are from the Washington State Office of Financial Management, Growth Management Act Supplemental Projections of the Total Residential Population for Growth Management 2022 GMA Projections – Middle Series

## 2. Waste Stream Generation

Provide the information below related to solid waste and recycling. Disposal refers to those tons disposed of at a landfill, incinerator, transfer station, or any other form of disposal you may be using. If other, please identify.

### 2.1. Tonnage of Solid Waste Disposed

2.1.1. Provide the total tonnage of solid waste disposed of in the base year and each of the following five years.

*Table 2.1.1.a.*

Year 1	90,000
Year 2	95,083

Year 3	100,453
Year 4	106,128
Year 5	112,112
Year 6	118,456

## 2.2. Tonnage of Recyclable Materials with a Market<sup>7</sup>

2.2.1. Provide the tonnage of recyclable materials recycled in the base year and each of the following five years.

*Table 2.2.1.a.*

Year 1	4,405
Year 2	4,493
Year 3	4,583
Year 4	4,675
Year 5	4,769
Year 6	4,864

## 2.3. Tonnage of Recyclable Materials without a Market

2.3.1. Provide the tonnage of recyclable materials disposed of in the base year and each of the following five years.

*Table 2.2.1.a.*

Year 1	0
Year 2	0
Year 3	0
Year 4	0

<sup>7</sup> RCW 70.95.090(7)(c)

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Year 5	0
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Year 6	0
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## 2.4. References and Assumptions

These figures are based on waste dropped off at the Lewis County Central Transfer Station and the East Lewis County Transfer Station in 2024 and are contained in Table 9-2 on page 139 of the Plan (assume a 5.65% annual increase for solid waste and a 2% annual increase for recycling based on data from additional years). The recyclable materials with a market include cardboard, glass, scrap metal and tires.

## 3. Collection Programs

### 3.1. Regulated Solid Waste Collection Programs

Provide information for each UTC-regulated solid waste collection company operating in your jurisdiction for the base year and each of the following five years.

*Table 3.1.a.*

<b>UTC-Regulated Hauler Name</b>		Harold LeMay Enterprises					
<b>G-Certificate #</b>		G-98					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
<b>Residential</b>							
# of customers	13,365	13,632	13,905	14,183	14,467	14,756	
Tonnage collected	13,115	13,378	13,645	13,918	14,196	14,480	
<b>Commercial</b>							
# of customers	2,053	2,095	2,136	2,179	2,223	2,267	
Tonnage collected	11,557	11,788	12,023	12,264	12,509	12,759	

Table 3.1.b.

<b>UTC-Regulated Hauler Name</b>	Community Waste & Recycling					
<b>G-Certificate #</b>	G-219					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Residential/Commercial</b>						
# of customers	25	25	25	25	25	25
Tonnage collected	27	27	27	27	27	27

Table 3.1.c.

<b>UTC-Regulated Hauler Name</b>						
<b>G-Certificate #</b>						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Residential</b>						
# of customers						
Tonnage collected						
<b>Commercial</b>						
# of customers						
Tonnage collected						

### 3.2. Cost & Funding for Solid Waste Programs

Provide information for solid waste programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Table 3.2.a.

Implemented			
Program	Cost	Funding	Page #
Operations	\$3,230,490	Tipping Fees	Chapter 3, Chapter 8



Waste Export & Disposal	\$5,122,512	Tipping Fees	Chapter 3, Chapter 8

Table 3.2.b.			
Proposed			
Program	Cost	Funding	Page #

### 3.3. References and Assumptions

These are actual costs from the 2024 Solid Waste Utility budget for both operational and export/disposal costs.

## 4. Waste Reduction (Recycling and Organics)

### 4.1. Recycling

#### 4.1.1. Regulated Recycling Collection Programs<sup>8</sup>

Provide information for each UTC-regulated recycling company operating in your jurisdiction for the base year and each of the following five years.

Table 4.1.1.a.	
UTC-Regulated Hauler Name	Harold LeMay Enterprises

<sup>8</sup> RCW 70.95.090(7)(c)

**G-Certificate #**

G-98

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Residential/Commercial</b>						
# of customers	12,395	12,643	12,896	13,154	13,417	13,685
Tonnage collected	3,183	3,247	3,312	3,378	3,446	3,515

*Table 4.1.1.b.*

**UTC-Regulated Hauler Name**

Community Waste & Recycling

**G-Certificate #**

G-219

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Residential</b>						
# of customers	N/A	N/A	N/A	N/A	N/A	N/A
Tonnage collected	N/A	N/A	N/A	N/A	N/A	N/A
<b>Commercial</b>						
# of customers	N/A	N/A	N/A	N/A	N/A	N/A
Tonnage collected	N/A	N/A	N/A	N/A	N/A	N/A

*Table 4.1.1.c.*

**UTC-Regulated Hauler Name**

**G-Certificate #**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Residential</b>						

# of customers	_____	_____	_____	_____	_____	_____
Tonnage collected	_____	_____	_____	_____	_____	_____

---

**Commercial**

# of customers	_____	_____	_____	_____	_____	_____
Tonnage collected	_____	_____	_____	_____	_____	_____

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#### 4.1.2. Recyclable Materials

Provide a list of recyclable materials to be collected in accordance with the SWMP. For each item, indicate if there is an active market and if the revenues exceed the cost of processing.

\*We included hauling in the processing cost.

*Table 4.1.2.a.*

<b>Recyclable Material</b>	<b>Active Market</b>	<b>Revenues &gt; Processing Costs</b>
Cardboard	X Yes   € No	€ Yes   X No
Paper	€ Yes   X No	€ Yes   X No
Glass	X Yes   € No	€ Yes   X No
Scrap Metal	X Yes   € No	X Yes   € No
Aluminum Cans	X Yes   € No	X Yes   € No
Tin Cans	X Yes   € No	€ Yes   X No
Plastic Bottles/Jugs/Dairy Containers	X Yes   € No	€ Yes   X No
	€ Yes   € No	€ Yes   € No
	€ Yes   € No	€ Yes   € No
	€ Yes   € No	€ Yes   € No
	€ Yes   € No	€ Yes   € No
	€ Yes   € No	€ Yes   € No

#### 4.1.3. Costs & Funding for Recycling

Provide information for recycling programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Table 4.1.3.a.			
Implemented			
Program	Cost	Funding	Page #
Recycling	\$268,804	Tipping Fees, Grants, Revenue	

Table 4.1.3.b.			
Proposed			
Program	Cost	Funding	Page #

#### 4.2. Other Waste Reduction Programs (Organics, such as Yard Waste and Food Waste)

##### 4.2.1. Regulated Organics Collection Programs

Provide information for each UTC-regulated company collecting organics operating in your jurisdiction for the base year and each of the following five years.

Table 4.2.1.a.

<b>UTC-Regulated Hauler Name</b>	Harold LeMay Enterprises					
<b>G-Certificate #</b>	G-98					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Residential/Commercial</b>						
# of customers	360	367	374	382	390	398
Tonnage collected	190	194	198	202	206	210

Table 4.2.1.b.

<b>UTC-Regulated Hauler Name</b>	Community Waste & Recycling					
<b>G-Certificate #</b>	G-219					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Residential</b>						
# of customers	N/A	N/A	N/A	N/A	N/A	N/A
Tonnage collected	N/A	N/A	N/A	N/A	N/A	N/A
<b>Commercial</b>						
# of customers	N/A	N/A	N/A	N/A	N/A	N/A
Tonnage collected	N/A	N/A	N/A	N/A	N/A	N/A

#### 4.2.2. Costs & Funding for Organics Collection Programs

Provide information for programs for collecting organics that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Table 4.2.2.a.

Implemented			
Program	Cost	Funding	Page #



Drop-Off Yard Waste	N/A	Tip Fees	Chapter 4, Organics

Table 4.2.2.b.			
Proposed			
Program	Cost	Funding	Page #

### 4.3. References and Assumptions

The costs and funding for recycling includes outreach/education related to organics as well. The costs for hauling recycling commodities and yard waste material are within the operations program.

## 5. Disposal

### 5.1. Energy Recovery & Incineration (ER&I) Disposal Programs

#### 5.1.1. ER&I Facilities:

Table 5.1.1.a.			
		Facility	Facility
Name	N/A		
Location			

Owner

Operator

### 5.1.2. Amount Landfilled

For each facility, provide the estimated amount of ash or materials that cannot be processed for the base year and each of the following five years.

*Table 5.1.2.a.*

Facility

Year 1

Year 2

Year 3

Year 4

Year 5

Year 6

### 5.1.3. Costs & Funding for ER&I Programs

Provide information for ER&I programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

*Table 5.1.3.a.*

Implemented

**Program**

**Cost**

**Funding**

**Page #**

Table 5.1.3.b.			
Proposed			
Program	Cost	Funding	Page #

5.1.4. Ash Disposal Expense

Provide the expected costs ash disposal.

Table 5.1.4.a.		
	Amount of Ash	Cost
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		

5.2. Land Disposal Program

5.2.1. Land Disposal Facilities

Provide the following information for each land disposal facility in your jurisdiction that receives garbage or refuse generated in the county.

Table 5.2.1.a.	
Facility	Facility

Name	N/A	
Location		
Owner		
Operator		

### 5.2.2. Regulated Disposal

Provide the tonnage disposed of at each facility by UTC-regulated haulers.

*Table 5.2.2.a.*

Facility		
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		

### 5.2.3. Non-Regulated Disposal

Provide the tonnage disposed of at each facility by other (non-regulated) haulers and other contributors.

*Table 5.2.3.a.*

Facility		
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

Year 6

#### 5.2.4. Costs & Funding for ER&I Programs

Provide information for land disposal programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Table 5.2.4.a.			
Implemented			
Program	Cost	Funding	Page #

Table 5.2.4.b.			
Proposed			
Program	Cost	Funding	Page #

#### 5.3. References and Assumptions

### 6. Administration Program

## 6.1. Costs & Funding for Administration Programs

Provide information for administration programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

Table 6.1.a.			
Implemented			
Program	Cost	Funding	Page #
Administration	\$674,788	Tipping Fees	Chapter 8

Table 6.1.b.			
Proposed			
Program	Cost	Funding	Page #

## 6.2. References and Assumptions

## 7. Other Programs

### 7.1. Programs

For each program in effect or planned that does not readily fall into one of the previously described categories please fill in the following table.



*Table 7.1.a.*

Program	N/A				
Page #					
Owner/Operator					
UTC Regulations	€Yes	€No	€Yes	€No	€Yes €No
Anticipated Yearly Costs					

#### 7.1.1. UTC Regulation Involvement

If UTC regulation is involved, please explain the extent of involvement.

#### 7.2. Costs & Assumptions of Other Programs

Provide information for other programs that have been implemented and/or proposed. Include costs and proposed funding mechanism. If these programs are discussed in the SWMP, provide the page number in the draft plan on which it is discussed.

*Table 7.2.a.*

Implemented			
Program	Cost	Funding	Page #
Household Hazardous Waste	\$281,096	Grants, SQG Fees, Tipping Fees	Chapter 6
Landfill Closure	\$287,993	Tipping Fees, Reserve Account	Chapter 3
Code Enforcement	\$100,000	Tipping Fees, Reserve Account	Chapter 8
Litter Program	\$270,226	Tipping fees, Grants, Public Works Reimbursement from Roads Fund	Chapter 8

Table 7.2.b.			
Proposed			
Program	Cost	Funding	Page #

7.3. References and Assumptions

Costs were drawn from the 2025 Solid Waste Utility budget and 2024 actual expenditures.

8. Funding Mechanisms

This section relates specifically to the funding mechanisms currently in use and the ones that will be implemented to incorporate the recommended programs in the draft plan. Because the way a program is funded directly relates to the costs a resident or commercial customer will have to pay, this section is crucial to the cost assessment process. Please fill in each of the following tables.

## 8.1. Facility Inventory

*Table 8.1.a.*

Facility Inventory							
Facility Name	Type of Facility	Tip Fee per Ton	Transfer Cost	Transfer Station Location	Final Disposal Location	Total Tons Disposed	Total Revenue Generated (Tip Fee x Tons)
Lewis County Central Transfer Station	Transfer Station	\$120	N/A	Centralia, WA	Cowlitz County Landfill	80,973	\$9,716,760
East Lewis County Transfer Station	Transfer Station	\$120	N/A	Morton, WA	Cowlitz County Landfill	8,997	\$1,079,640

## 8.2. Tip Fee Component

*Table 8.2.a.*

Tip Fee Components							
Tip Fee by Facility	Surcharge	City Tax	County Tax	Transportation Cost	Operational Cost	Administration Cost	Closure Costs
Lewis County Central Transfer Station	N/A	N/A	N/A				
East Lewis County Central Transfer Station	N/A	N/A	N/A				

### 8.3. Tip Fee Forecast

*Table 8.3.a.*

Tip Fee Forecast						
Tip Fee per Ton by Facility	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Lewis County Central Transfer Station	\$120	\$120	\$120	\$124	\$128	\$132
East Lewis County Transfer Station	\$120	\$120	\$120	\$124	\$128	\$132

### 8.4. References and Assumptions

Please provide any support for the information you have provided. An annual budget or similar document would be helpful.

Please see Attachment A

### 8.5. Surplus Funds

Provide information about any surplus or saved funds that may support your operations.

The Lewis County Department of Public Works, Solid Waste Utility Division, has the following reserves that help support our operation:

Nuisance Abatement	\$114,876
Solid Waste Equipment Reserve	\$197,025
Capital Reserve (2010-2024)	\$1,043,454
Landfill Closure	\$287,993
<b>Available Reserve Balance</b>	<b>\$1,643,348</b>

## **Appendix M – Draft Plan Comments and Responses**



Lewis County

Comments Log - Draft Solid Waste Management Plan

No.	Section	Page	Reviewer	Reviewer Comment	Response	Responder
1	16.2	85	WDFW; Karen Adams	"We would also like to highlight an opportunity to reduce the potential for inadvertent environmental impacts to our stream systems. Our concerns stem from Chapter 5 section 16.2 which describes the county's efforts to reuse rubber tires in the asphalt rubber chip seal on county roads. While we recognize the desire to incorporate recycled materials, reusing tires in this way could increase the inadvertent discharge of 6-PPD Quinone to rivers and streams during storm events. The chemical 6PPD-Quinone is a component of tire rubber used to extend the life of the tires. It does not break down in the process of adding it to the chip seal materials. This chemical has been shown to have significant negative impacts to salmon which include reduction in pre-spawn mortality. There are ongoing discussions about removing this chemical from tires in the future, but even if this is banned from tires today, we will have legacy impacts to our streams for decades at least. We recommend avoiding the reuse of tires in materials used to surface roads because of the likely risk it poses to salmon and other aquatic organisms."	Comment acknowledged and forwarded to the County Public Works Department. No recycled rubber tires have been utilized on asphalt roads since 2016. Deleted bullet.	
2	Appendix B		WDOE:Christina.Kullberg@ecy.wa.gov	SEPA This section needs the Determination of Non-Significance as well as documentation of the comment period of the SEPA.	Concur with comment. SEPA documents added to Appendix B.	
3	4	4.4.1 CROP, pg. 58 and Appendix E- CROP	WDOE:Christina.Kullberg@ecy.wa.gov	CROP The legislation that required Contamination Reduction and Outreach Plans (CROPs), House Bill 1543, declared an emergency. The urgent need to address contamination may have spurred an initial deadline for CROPs in 2021, but the work continues today. CROPs are required for jurisdictions of over 25,000, and are just another required piece of content described in RCW 70A.205.045.	Concur with comment. Deleting Appendix E - Lewis County CROP. Incorporating CROP and recommendations in Chapter 4 Waste Reduction, Recycling and Education. Updating Table 9-1 Implementation Plan.	
4			WDOE:Christina.Kullberg@ecy.wa.gov	Please incorporate the components of subsection 10 of that RCW into portion(s) of your Plan that make contextual sense, and ensure they are planning for the same time period covered by your Plan. Alternatively, you may keep it as an Appendix, but it does need to be updated like any other part of your Plan and reflect implementation strategies for 2023-2028.	Part of Comment 3.	
5	9.0	Table 9-2, pg. 137-139.	WDOE:Christina.Kullberg@ecy.wa.gov	Adjust Table 9-2 Lewis County 6-year Budget Projections Required: Adjust table 9-2 to encompass the Plan's timeframe of 2023- 2028. Require: Discuss what adjustments may be necessary to ensure funds are available for the new transfer station, such as rate increases or preparation to incur debt and the related debt liability. Is the steady rate increase shown in the UTC CAQ adequate to cover the gap? For year 2027, there is approximately \$25.4M in expenses and \$17.1M in revenue, for a shortfall of about \$8.3M. That is significant. More discussion is necessary to meet RCW 70A.205.045(3)(d), "Contain a plan for financing both capital costs and operational expenditures of the proposed solid waste management system." Recommended: Rename the row currently labeled as "Total Expenses" to "Subtotal Project Expenses". Insert a row and appropriate sums to reflect "Total Expenses". Insert a row to reflect the difference between Total Expenses and Total Revenues. This will help readers understand if revenues meet expenses.	Concur with comment. Updating Table 9-2 to encompass the Plan timeframe of 2025-2030. The budget difference in 2027 is due to capital expenditures for the new transfer station. Additional information will be provided to meet RCW 70A.205.045 (3)(d) requirements.	

No.	Section	Page	Reviewer	Reviewer Comment	Response	Responder
6	Various locations within the Plan		WDOE:Christina.Kullberg@ecy.wa.gov	Organics Management Law 1.0 and 2.0: RCW 70A.205.040(3)(a) requires SWMPs developed, updated, or amended after July 1, 2024, to consider transition to collection requirements in RCW 70A.205.540, as well as other requirements. There is discussion of this in section 7.1.1.3, however it does not seem to full address all the requirements. Please work with your regional Ecology planner to better understand how this law affects what needs to be in your plan, and to ensure it is addressed adequately before local adoption of the plan. Your SWAC should also be made aware of these plan edits. Furthermore, there are components that have changed per legislation that has passed after your Plan had been submitted (the Organics Management Law passed in 2022 is referred to as 1.0 and the Organics Management Law passed in 2024 is referred to as 2.0). If you would like to discuss that with us, let us know. A summary of Organics Management Law 1.0 can be found here: Organics Management Law - Washington State Department of Ecology. While Organics Management Law 2.0 resources are still being developed, we anticipate they will be posted here as well.	Concur with comment. Plan to be updated to appropriately address the Organics Management Law throughout the document.	
7	Cover page and throughout.		WDOE:Christina.Kullberg@ecy.wa.gov	Name of Plan To bring statewide consistency to Plan titles and to ensure it is clear which six years are covered by the Plan, change recommend the title to: Lewis County Comprehensive Solid and Hazardous Waste Management Plan 2023-2028	Concur with comment. Plan name changed to Lewis County Comprehensive Solid and Hazardous Waste Management Plan 2025-2030 throughout the document with appropriate updates made.	
8	Table of Contents	pg. xiii	WDOE:Christina.Kullberg@ecy.wa.gov	Navigation Links To make the Plan easier to navigate, add links to the table of contents, specifically the appendices, that will bring the reader to that section of the Plan.	Comment acknowledged. When PDF is compiled, links will be added.	
9	3.4.1	pg. 48	WDOE:Christina.Kullberg@ecy.wa.gov	Include Centralia Landfill closure details Include details on issues related to post closure and the Plan for final closure of Centralia Landfill. See an example in the Grays Harbor County S&HWMP starting on pg. 25 with financial information on pg. 67.	Concur with comment. Plan updated to include details.	
10	1.12.18	pg. 17	WDOE:Christina.Kullberg@ecy.wa.gov	Provide Information on State Solid Waste-Related Legislation Senate Bill 5397, RCW 70A.245 Recycling, Waste, and Litter Reduction: In section 1.12.18 this information in your description of the law is missing. <input type="checkbox"/> Food Service Products on Request. Beginning January 1, 2022, food service businesses may only provide single-use utensils, straws, condiment packaging, and beverage cup lids only after affirming that the customer wants the product. More information can be found in this Box resource: Legislative Changes 200-2023. Suggested language: "The law also bans several types of expanded polystyrene for sale and distribution in Washington. Additionally, certain single use serviceware products provided by food service businesses may no longer automatically be given to a customer."	Concur with comment. Suggested language incorporated.	
11	6.1.3.4	pg. 16 & pg. 94	WDOE:Christina.Kullberg@ecy.wa.gov	Paint Stewardship: Both sections reference Paint Care as SHB 1652. It's now more useful to refer to the law as codified: Chapter 70A.515 RCW.	Concur with comment. Plan updated.	
12	1.11.7	pg. 12	WDOE:Christina.Kullberg@ecy.wa.gov	WAC 173-304 & WAC 173-350 The section heading identifies the Solid Waste Handling Standards, which are codified as WAC 173-350, but the text doesn't mention them.	Concur with comment. Plan language modified.	

No.	Section	Page	Reviewer	Reviewer Comment	Response	Responder																								
13	3.2.4	pg. 42	WDOE:Christina.Kullberg@ecy.wa.gov	Update Section Based on Expanded Curbside Recycling. The fourth sentence talks about December 2023, and how at that time curbside recycling can start once the recycling truck is delivered to service the new service area as well as containers. Update this section with the current status of this expansion.	Concur with comment. Section updated with current information.																									
14	3.3.1	pg. 43	WDOE:Christina.Kullberg@ecy.wa.gov	Ownership of the building is not ownership of the land Please edit the final sentence to note that the CTS is not fully owned by Lewis County. While it may seem a minor detail, it can become problematic. San Juan County recently was at the mercy of Town of Friday Harbor, who owns the land on which one of their transfer stations is located.	Concur with comment. Plan updated.																									
15	3.3.1.1	pg. 43	WDOE:Christina.Kullberg@ecy.wa.gov	Capital Improvement Projects and the Centralia Landfill The list of CIP projects also appears to include items associated with the closed Centralia Landfill (i.e., flare station upgrade and maintenance). Does the County anticipate additional capital improvements to the Centralia Landfill gas collection and control system that may be necessary for compliance with the Landfill Methane Emissions rule when it becomes effective?	Comment acknowledged. Plan updated to clarify CIP intent and compliance with Landfill Methane Emissions rule.																									
16	3.4.1, 3.4.2, 3.4.3.1		WDOE:Christina.Kullberg@ecy.wa.gov	Update sections referencing interlocal agreement with Cowlitz County The text mentions in these sections an interlocal agreement (ILA) being developed between Lewis County and Cowlitz County for disposal of Lewis County waste in the Cowlitz County Headquarters Landfill. Update the sections to reflect the current status of the ILA, and please either include the ILA as an appendix, or link to an online copy. If this impacts costs over the planning period, update the Cost Assessment Questionnaire and budget information accordingly.	Concur with comment. Plan updated and interlocal agreement included as appendix.																									
17	3.6.1	pg. 50	WDOE:Christina.Kullberg@ecy.wa.gov	Meridian Hill Compost Facility Refence and COVID-19 The proposed Waste Connections Meridian Hill Compost Facility is mentioned in Section 2.4 and discussed in detail in Section 7.3.1. As described in section 7.3.1, the facility will receive waste imported from generators in Thurston County. Identify Meridian Hill Compost Facility in this section as a potential importer of waste and include a reference to section 7.3.1 for additional information.	Concur with comment. Plan updated.																									
18	3.6.1	pg. 50	WDOE:Christina.Kullberg@ecy.wa.gov	Additionally, the second paragraph that speaks to COVID-19 can be omitted due to not being a current condition anymore.	Concur with comment. Plan updated.																									
19	3.6.2	pg. 50	WDOE:Christina.Kullberg@ecy.wa.gov	COVID – 19 reference Is the County’s transfer station still closed to out-of-county customers? The language here can be interpreted as an ongoing closure, though 3.6.1 specifies it was only for several weeks. Please clarify.	Concur with comment. Plan updated.																									
20	Table 4-1, Appendix F, 4.1.2, Appendix D, Appendix E	pg.56, 15	WDOE:Christina.Kullberg@ecy.wa.gov	Designated Recyclable Materials Discrepancies There is a discrepancy between the CAQ, the Designated Recyclable Materials List (DRL), the list in the CROP, and the list in Ordinance 1339. See table below for a comparison of the lists. <table><tr><th>CAQ</th><th>DRL</th><th>CROP</th><th>Ordinance 1339 (Routine Collection)</th></tr><tr><td>Cardboard Paper</td><td>Cardboard Paper</td><td>Cardboard</td><td>Cardboard Paper</td></tr><tr><td>Glass</td><td>Glass</td><td>Glass</td><td>Glass</td></tr><tr><td>Scrap metal</td><td>Scrap metal</td><td></td><td>Glass Scrap metal Scrap metal</td></tr><tr><td>Plastic bottles</td><td>Plastic bottles</td><td>Plastic bottles</td><td></td></tr><tr><td>Plastic jugs containers</td><td>Plastic jugs containers</td><td>Plastic jugs</td><td>Plastic jugs Plastic dairy Plastic dairy</td></tr></table>	CAQ	DRL	CROP	Ordinance 1339 (Routine Collection)	Cardboard Paper	Cardboard Paper	Cardboard	Cardboard Paper	Glass	Glass	Glass	Glass	Scrap metal	Scrap metal		Glass Scrap metal Scrap metal	Plastic bottles	Plastic bottles	Plastic bottles		Plastic jugs containers	Plastic jugs containers	Plastic jugs	Plastic jugs Plastic dairy Plastic dairy	Concur with comment. WUTC Cost Assessment Questionnaire, Table 4-1 List of Designated Recyclable Materials, CROP language and Ordinance 1339 have been reviewed and Plan sections updated to reflect corrections. CROP has been added to this section and Appendix E Lewis County CROP deleted.	
CAQ	DRL	CROP	Ordinance 1339 (Routine Collection)																											
Cardboard Paper	Cardboard Paper	Cardboard	Cardboard Paper																											
Glass	Glass	Glass	Glass																											
Scrap metal	Scrap metal		Glass Scrap metal Scrap metal																											
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No.	Section	Page	Reviewer	Reviewer Comment	Response	Responder
21	Table 4-1, Appendix F, 4.1.2, Appendix D, Appendix E		WDOE:Christina.Kullberg@ecy.wa.gov	If the CROP and "Routine Collection" Designated Recyclable Materials List is correct, please note the difference from Ordinance 1339 in section 4.3 of the Plan and update the CAQ to align. If no impact to cost is anticipated from adding bottles, jugs, and dairy containers to the list, an entirely new CAQ would not be necessary. A dated note within the CAQ and relaying that information to the UTC before Plan adoption, either directly or through Ecology, would be sufficient.	See above response.	
22	5.8.1	pg. 74	WDOE:Christina.Kullberg@ecy.wa.gov	Update Citations for Facility Type The fifth paragraph states: "C&D debris recycling and transfer facilities must comply with WAC 173-350, sections 300 and 410, respectively. Inert, limited purpose landfills must comply with WAC 173-350." These citations are inaccurate. In WAC 173-350: <ul style="list-style-type: none"> <li>□ Section 210 covers recycling and material recovery facilities. Section 210 doesn't include any exclusions for facilities recycling only C&amp;D material, but does provide for conditional exemptions for facilities meeting the criteria of subsection (2) and Table 210-A, which include some wastes typically associated with C&amp;D.</li> <li>□ Section 300 establishes handling standards for on-site storage, collection, and transportation of all non-hazardous solid wastes, including C&amp;D wastes.</li> <li>□ Section 310 addresses transfer stations and drop box facilities.</li> <li>□ Sections 400 and 410 provide the requirements for limited purpose landfill and inert waste landfills, respectively. The two types of landfills are separate and distinct regarding many of their respective standards. Either type of landfill may receive some wastes typically associated with C&amp;D.</li> </ul> Update the paragraph with the proper citations for their respective facility type.	Concur with comment. Plan updated with proper citations.	
23	5.8.1	pg. 74	WDOE:Christina.Kullberg@ecy.wa.gov	Suggested language: "C&D debris recycling and transfer facilities must comply with WAC 173-350, sections 210, 300 and 310, respectively. Inert, limited purpose landfills must comply with WAC 173-350, section 400 and 410."	See above response.	
				Propane Product Reference The text includes propane products among the potential contaminants that might characterize a soil as petroleum contaminated. The term "propane products" is unclear in this context. Propane itself doesn't bind to soils and so is not generally seen as a soil contaminant; the Model Toxics Control Act doesn't have an established cleanup level for propane in soil. The reference to "propane product" should be clarified or deleted.	Concur with comment. Propane replaced with petroleum.	
24	5.13.2	pg. 81	WDOE:Christina.Kullberg@ecy.wa.gov	Add reference to Lewis County Environmental Health Department The third paragraph indicates that once petroleum concentrations in PCS dissipate below a certain level, the soil can be used as a regular soil again, such as fill material. The Plan should note that the Lewis County Environmental Health Department is the proper initial contact to be consulted about potential designation and potential alternatives to disposal of PCS. Suggested language: "Lewis County Environmental Health should be consulted about potential designation and potential alternatives to disposal of PCS."	Concur with comment. Language added.	

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25	5.15.1	pg. 84	WDOE:Christina.Kullberg @ecy.wa.gov	<p>Street Sweeping/vactor waste</p> <p>In addition to the concentrations of contaminants in a batch of vactor waste, the distinction between being clean material or a solid waste may also depend on the proposed location for the material's placement and/or use.</p> <p>Note the above factor as well as that The Lewis County Environmental Health Department is the proper contact for that type of evaluation.</p> <p>Remove the last sentence of the paragraph in this section and insert suggested language:</p> <p>"Depending on the level of contamination, vactor wastes could be classified as clean material usable as fill, as a solid waste that requires a permit for its management or disposal in a permitted facility, or as a dangerous waste subject to management or disposal under the dangerous waste regulations.</p> <p>Lewis County Environmental Health should be consulted regarding the distinction between the material being usable as fill or being a solid waste. The determination of the need for a solid waste permit may depend on a combination of the contaminant concentrations in the waste, the proposed location for the fill, and the use of the site."</p>	Concur with comment. Proposed language added.	
26	5.15.2	pg. 84	WDOE:Christina.Kullberg @ecy.wa.gov	<p>Street Sweeping/Vactor Waste</p> <p>The recognized types are MSW landfill, limited purpose landfill, or inert waste landfill. The relevant rules are WAC 173-351, WAC 173-350-400, and WAC 173- 350-410, respectively. Remove or update demolition landfills to a recognized facility type. Also explain the meaning and role of NPDES MS4 permits in this context.</p>	Concur with comment. Plan modified.	
27	Various locations within Section 6: Moderate Risk Waste Appendix K:		WDOE:Christina.Kullberg @ecy.wa.gov	<p>State vs Federal Generator Category Terminology</p> <p>While WAC 173-350 still uses term CESQG, change CESQG to State SQG to align with our Hazardous Waste and Toxics Reduction Program's use of SQG.</p> <p>There are federal SQGs, so we suggest "State SQG," to remove confusion with federal SQGs (A Washington SQG = Federal VSQG). Additionally, in Appendix K, indicate that the generator categories are state generator categories to remove confusion with federal generator categories as well.</p> <p>Information on the state generator categories be found on Ecology's Generator Category webpage and information on federal generator categories can be found on the EPA's Categories of Hazardous Waste Generators webpage.</p>	Concur with comment. Plan modified.	
28	Appendix K		WDOE:Christina.Kullberg @ecy.wa.gov	<p>Conditionally Exempt Small Quantity Generator list</p> <p>These sites wouldn't be considered conditionally exempt small quantity generators (CESQG).</p> <p>If they're listed as XQG/NQG and are active, they are not a generator and aren't generating hazardous currently but have in the past or aren't generating at all.</p> <p>Update title of the list to "Previous generators but not currently generating" or another title that seems appropriate.</p>	Concur with comment. Plan updated.	
29	6.1.6	pg. 98	WDOE:Christina.Kullberg @ecy.wa.gov	<p>Dangerous Waste Generators</p> <p>This section speaks to the number of generators within Lewis County but doesn't reference to Appendix K where the list of (State) SQGs, MQGs, and LQGs are located. Refer reader to Appendix K.</p>	Concur with comment. Plan updated to appropriate Appendix reference.	



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30	6.1.8	pg. 98	WDOE:Christina.Kullberg @ecy.wa.gov	Hazardous Waste Services (transporters and facilities) The link takes you to Ecology's website general search with Transporters in the search field. ECHO (Facility Search – Enforcement and Compliance Data   ECHO   US EPA) is a recommended source for you to use. A search through ECHO shows that operating TSDF results were 0, please address this. Suggested language: Using EPA's facility search, ECHO, no facilities are currently managing hazardous waste as a Treatment, Storage, or Disposal Facilities (TSDF) in County's the jurisdiction. A search though ECHO for transporters operating out of the county, search results are 2, please address this. Suggested language: Using EPA's facility search, ECHO, two facilities are operating as transporters within the County's jurisdiction.	Concur with comment. Language added and Plan updated.	
31	Section 6: Moderate Risk Waste 6.3 Generators Not Addressed in the CSHWMP,	pg. 99	WDOE:Christina.Kullberg @ecy.wa.gov	Generators Not Addressed in the CSHWMP Link doesn't provide information on generators such as medium or large quantity generators, but rather to Ecology's Household waste and & toxics webpage. Suggested language: "To see a list of generators in Lewis County, refer to Appendix K. To learn more about the other generators not addressed in the CSHWMP, check out Ecology's Hazardous Waste Facilities in Washington State search tool. Enter any RCRA ID number from Appendix K for more information on that generator."	Concur with comment. Language and Ecology website link added.	
32	7.3.1	pg. 115	WDOE:Christina.Kullberg @ecy.wa.gov	Meridian Hill Compost Facility Timeline The timeline for the development and permitting of the Meridian Hill Compost Facility is described. The timeline is outdated. The status of the project development should be verified, and the text should be revised accordingly. Note: this relates to the conversation in comment A4, the Organics Management Law which intersects with compost facilities and volumetric capacity.	Concur with comment. Plan updated.	
33	7.5.2	pg. 117	WDOE:Christina.Kullberg @ecy.wa.gov	Food Waste Please specify the source of the data behind the statement that 30 percent of the MSW stream is food waste. From the 2020-2021 Washington Statewide Waste Characterization Study by Ecology, the statewide characterization results for residential waste showed food (both edible and inedible) accounted for about 13.8% of disposed waste (Table 14, page 18).	Concur with comment. Plan updated to match the Washington Statewide Waste Characterization Study.	
34	8	pg. 120	WDOE:Christina.Kullberg @ecy.wa.gov	Consider another locally- defined Plan amendment process On page 57, an informal amendment process is outlined for the Designated Recyclables List. Another locally-defined Plan amendment process in Section 8 or similar could be useful. Examples are in the Grays Harbor County S&HWMP starting on pg. 76, or in this folder on Box: <u>Plan Amendment Revision &amp; Update Process   Powered by Box</u>	Concur with comment. Plan amendment process language added in Chapter 9 Funding and Implementation Plan Section 9.4 Plan Amendment Process.	
35	Ordinance 1339 Appendix D		WDOE:Christina.Kullberg @ecy.wa.gov	Exhibit A of the 1339 Ordinance The ordinance text says it has exhibit A, which appears to be a map. Please include exhibit A of the ordinance.	Concur with comment. Ordinance 1339 added to Exhibit A.	
36	1.9.1	pg. 8	WDOE:Christina.Kullberg @ecy.wa.gov	State Solid and Hazardous Waste Management Plans "Mitigate climate change through waste reduction, reuse, and recycling." Is the first bullet and is included in the last bullet of the list. Please remove one.	Concur with comment. Additional bullet is removed.	
37	1.1	pg. 8	WDOE:Christina.Kullberg @ecy.wa.gov	Bullet 18 - includes a WUTC cost assessment questionnaire The bullet 18 in the list is the first time the Washington Utilities and Transportation Commission is mentioned. <del>Suggested language: "Includes a Washington Utilities and Transportation Commission</del>	Concur with comment. Suggested language incorporated.	
38	3.1.3	pg. 39	WDOE:Christina.Kullberg @ecy.wa.gov	Number six on the list Review the sentence, the word "under" is extra or update the sentence as needed.	Concur with comment. Language updated.	
39	3.2	pg. 39	WDOE:Christina.Kullberg @ecy.wa.gov	Extra Words Review the sentence, "overall goals of the collection system continue to be to do the following:" "to be" should be deleted or update the sentence as needed.	Concur with comment. Language updated.	

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40	3.3.2	pg. 46	WDOE:Christina.Kullberg@ecy.wa.gov	Change “to” to “for” In the sentence, “CTS is nearing capacity, but there are reconfiguration options to allow to some expansion.” Change “to” to “for” or update as needed.	Concur with comment. Language updated.	
41	3.6.2	pg. 50	WDOE:Christina.Kullberg@ecy.wa.gov	Delete “a” Delete “a” from the first sentence of the paragraph or update as needed.	Concur with comment. Language updated.	
42	3.6.3	pg. 50	WDOE:Christina.Kullberg@ecy.wa.gov	Add “the” Add “the” to “develop a section in operations” in the first sentence of the paragraph or update as needed.	Concur with comment. Language updated.	
43	4.4.6.2	pg. 60	WDOE:Christina.Kullberg@ecy.wa.gov	Designated Materials Update Reference missing or deleted: (Error! Reference source not found.1)	Concur with comment. Reference updated.	
44	4.5, 4.5.1	pg. 62	WDOE:Christina.Kullberg@ecy.wa.gov	Font Of Section Numbers The font of section numbers 4.5 and 4.5.1 are different than the rest of the document.	Concur with comment. Fonts updated.	
45	4.5.4	pg. 66	WDOE:Christina.Kullberg@ecy.wa.gov	Font and format The font and format are different from the other sections of the Plan.	Concur with comment. Fonts updated as appropriate.	
46	5.9.2	pg. 76	WDOE:Christina.Kullberg@ecy.wa.gov	Extra word The sentence, “additional collection and processing may be handled by the Ecology depending on the type and severity of the event.” “The” in front of Ecology is an extra, remove or update sentence as needed.	Concur with comment. Language updated.	
47	5.4.3	pg. 69	WDOE:Christina.Kullberg@ecy.wa.gov	H5N1 H5N1 is referred to as “Highly Pathogenic Asian Avian Influenza A (H5N1)”. H5N1 is currently more typically referred to as Highly Pathogenic Avian Influenza or HPAI, without reference to a geographic region.	Concur with comment. Language updated.	
48	5.14.2	pg. 82	WDOE:Christina.Kullberg@ecy.wa.gov	Pharmaceutical Waste The text uses the terms medical waste, biomedical waste, and pharmaceutical waste without making a clear distinction between them. Make a distinction between the 3 wastes somewhere in this section.	Concur with comments. Language updated.	
49	Table 6-3	pg. 97	WDOE:Christina.Kullberg@ecy.wa.gov	Small Business Hazardous Waste Inventory Table Table 6-3. Small Business Hazardous Waste Inventory has two 2020 columns.	Concur with comment. Table 6-3 heading corrected to 2035.	
50	6.1.3.4	pg. 94	WDOE:Christina.Kullberg@ecy.wa.gov	Refer back to section 1.12.12 Refer to section 1.12.12 in the Plan for more paint stewardship information.	Concur with comment. Reference added.	
51	6.0	pg. 90-109	WDOE:Christina.Kullberg@ecy.wa.gov	Footnotes of the Moderate Risk Waste Chapter Footnotes of section shows as Section 7: Organics, and not Moderate Risk Waste.	Comment acknowledged.	
52	6.3.4	pg. 101	WDOE:Christina.Kullberg@ecy.wa.gov	Spell check and sentence structure In the first paragraph, in the third sentence the first word is misspelled and should be “the.” In the second paragraph, in the fourth sentence the first word is misspelled and should be “training.” In the third paragraph, the beginning of the second sentence should be reviewed. Suggested language would be, “a goal informational programs HAVE is” or update as needed.	Comments acknowledged. Plan updated.	
53	6.5.1.3	pg. 104	WDOE:Christina.Kullberg@ecy.wa.gov	Reference Section 8 instead of 7.3 The second sentence of the first paragraph refers the reader to Section 7.3, when it should refer reader to Section 8 Administration and Enforcement.	Comment acknowledged. Section reference updated.	
54	6.5.1.9	pg. 106	WDOE:Christina.Kullberg@ecy.wa.gov	Delete “the” In the first bullet of ways to encourage recycling of lights containing mercury, delete “the” in this section of the sentence, “participating as a collector at the both” or update as needed.	Comment acknowledged. Language updated.	
55	6.5.2.6	pg.107	WDOE:Christina.Kullberg@ecy.wa.gov	Update “education” to “educate” In the first sentence, update “education” to “educate” or update as needed.	Comment acknowledged. Language updated.	



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56	Table 2-6, 2-7, 2-9, 2-10		WDOE:Christina.Kullberg@ecy.wa.gov	Define R/C Define R/C in the table notes.	Comment acknowledged. R/C defined.	
57	Table 3-1	pg. 40	WDOE:Christina.Kullberg@ecy.wa.gov	Capital Improvement Plan for Solid Waste Facilities The table's timeframe is 2023-2029, but the table of contents shows the timeframe as 2022-2028. Update the table of contents to the correct timeframe for the table.	Comment acknowledged. Plan updated to revised years 2025-2030.	
58	NA		Utilities and Transportation Commission: Jeff Killip	There is an impact to customers in unincorporated areas because these customers fall under solid waste carriers, Harold LeMay Enterprises, Inc. d/b/a City Sanitary Co., Joe's Refuse, and White Pass Garbage (G-98) that are regulated by the Commission. The 2023-2028 Plan proposes to increase tip fees in 2024 by 10 percent and for years 2025-2028 by approximately 2.7 percent each year to keep up with inflation. As a result, there will be a minimal rate impact to ratepayers served by regulated solid waste collection companies in Lewis County. The County recently expanded recycling to include East Lewis County. (table in <a href="https://herrerainc.sharepoint.com/:b:/r/teams/22-08003-000-InternalDocs/Shared%20Documents/Internal%20Docs/Project-Files/Task%202.0/Plan/Comments/TG-240126%20Letter%20(Order).pdf?csf=1&amp;web=1&amp;e=u2Tr1s">https://herrerainc.sharepoint.com/:b:/r/teams/22-08003-000-InternalDocs/Shared%20Documents/Internal%20Docs/Project-Files/Task%202.0/Plan/Comments/TG-240126%20Letter%20(Order).pdf?csf=1&amp;web=1&amp;e=u2Tr1s</a> )	Comment acknowledged. Updating the Plan to revised years 2025-2030 may trigger additional WUTC review. Will also require update to the WUTC Cost Assessment Questionnaire to be determined in conversation with Ecology and the Lewis County SWAC.	