Town of Friday Harbor
Solid and Moderate Risk Waste Management Plan
Appendix
October 15, 2013
# TABLE OF CONTENTS - APPENDIX

APPENDIX A - 20-YEAR RECOMMENDED ACTIONS ................................................................. 1
Appendix B - Detailed Disposal Composition, 2011 ............................................................ 12
APPENDIX C - INTERLOCAL AGREEMENT ........................................................................ 15
APPENDIX D - Determination of Non-significance & SEPA Checklist ................................. 21
This table lists all of the recommended actions for waste reduction programs, for the Town’s collection and transfer systems, for handling special and moderate risk wastes and for administration and enforcement of the Town’s solid waste management policies over the twenty-year planning period. Those that are considered for implementation during the first six-year planning period are found in Chapter 9, Summary of Recommendations, Table 9, Priority actions 2013-2018.

The list of actions is compiled here from Chapters 3 through 8.

<table>
<thead>
<tr>
<th>CHAPTER 3 WASTE REDUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WRRC.WR.1. Town Procurement Policies</strong>&lt;br&gt;Adopt procurement policies that encourage all Town government operations to purchase products containing recycled materials. When comparing product alternatives, considering life cycle and environmental costs.</td>
</tr>
<tr>
<td><strong>WRRC.WR.2. Waste Reduction Policies</strong>&lt;br&gt;Local governments should provide an example of methods to reduce waste. Through numerous small choices made each day, large amounts of waste can be prevented. Town employees are most knowledgeable about ways to reduce or eliminate waste and management should seek their ideas. Individuals in Town government should implement and promote waste reduction practices whenever practicable and cost-effective. Opportunities are abundant:</td>
</tr>
<tr>
<td>- Rely on electronic communications instead of printing copies.</td>
</tr>
<tr>
<td>- Reduce paper consumption through double-sided photocopying and printing.</td>
</tr>
<tr>
<td>- Streamline application forms, place them on the Town website, and encourage applicants to return electronic, rather than paper, completed forms.</td>
</tr>
<tr>
<td>- Implement “on-demand” printing of documents and reports.</td>
</tr>
<tr>
<td>- Reuse office equipment and materials such as file folders, storage boxes, supplies, and furnishings.</td>
</tr>
<tr>
<td>- Share equipment and occasional-use items.</td>
</tr>
<tr>
<td>- When service agreements support maintenance and repair, lease long-life products rather than make new purchases.</td>
</tr>
<tr>
<td>- Choose durable rather than disposable products, including washable dishes and rechargeable batteries.</td>
</tr>
<tr>
<td>- Reduce weight or thickness of supplies such as paper and plastic liner bags when effectiveness is not jeopardized.</td>
</tr>
<tr>
<td>- Buy in bulk when storage is available and demand supports the volume.</td>
</tr>
<tr>
<td>- Mulch pruned material from parks and use them on site.</td>
</tr>
<tr>
<td>- Waste reduction policies should be emphasized through employee recognition or incentives.</td>
</tr>
</tbody>
</table>
WRRC.WR.3. **Follow Environmentally Preferable Purchasing (EPP) guidelines**
Implementing EPP options can affect computer-purchasing decisions that will result in lowering operating costs, extending equipment’s useful productivity, and reducing disposal costs. When purchasing computers and other electronic equipment (such as CPUs, monitors, keyboards, printers, fax machines, and copiers), consider products that:
- Comply with Federal Energy Star Guidelines.
- Are manufactured using minimally toxic materials.
- Have plastic housing with recycled content.
- Come with pre-installed software and on-line manuals.
- Are designed for recycling/reuse.
- Are upgradeable and repairable for long-term use.
- Come with minimal packaging, or can send packaging back to the vendor.
- Provide manufacturer take-back services for materials recovery and recycling.
- Come from a manufacturer with demonstrated environmental responsibility.

WRRC.WR.4. **Measure waste reduction results**
Waste reduction success can be measured qualitatively through observed changes in purchasing patterns, shifts in public perception identified through surveys, business policies, and town initiatives and ordinances.

WRRC.WR.5. **Enhance & target public education & outreach**
The Town should work with community partners to further develop a waste reduction education and outreach program tailored for local consumers. The town can use various means of promoting waste reduction resources (thrift shops, online exchange sites, garage sales, re-use establishments, and food banks) and provide information about donating or selling reusable items and encourage repair over disposal.

A variety of media should be used to encourage waste reduction, recycling, and home composting to reach a maximum number of people:

**Web**
- Provide basic information on the Town website with links to other helpful sites
- Send a regular e-newsletter with tips on waste reduction and recycling, and use it to promote upcoming events.

**Print**
- Use newspaper ads and inserts
- Provide real estate companies with waste reduction procedures for residents who are moving in or out of homes.
- Design and distribute fliers and brochures that highlight waste reduction programs, such as buying recycled products, donating used items to reuse stores, using green waste on site, cooperative buying, etc.

**Outreach**
- Encourage and support teacher workshops to introduce an environmental curriculum.
- Coordinate Hazard-Free Home workshops.
- Support waste reduction presentations at local clubs and gatherings, community events, and other events.
- Support and encourage residents to participate in composting information sharing and workshops.

WRRC.WR.6. **Commercial technical programs**
- Offer technical assistance and provide resources to businesses about incorporating waste
reduction strategies:

- Encourage non-residential waste generators to identify opportunities to reduce waste and purchase recycled content products by making site visits, telephone contacts, and workshops as appropriate.

WRRC.WR.7. Assist institutions and non-profit organizations
- Support community activities, such as Earth Day and cleanup events.
- Help to promote local organizations’ waste reduction efforts.
- Explore opportunities to participate in or to support information booths and presentations at local clubs, gatherings, and community events.

WRRC.WR.8. Influence consumer purchasing options
- Promote smart purchasing practices such as using reusable bags instead of paper or plastic, buying in bulk to reduce packaging waste, buying products made with recyclable packaging, and buying or renting durable instead of disposable goods.
- Provide practical guidelines about choosing less toxic products, and emphasize the benefits of reducing local needs for special handling and expensive disposal.
- Give local retailers technical assistance for less toxic and less wasteful products.

WRRC.WR.9. Recognize waste reduction successes
Provide recognition to groups or businesses that successfully prevent waste. For example, the Town could host special events and awards, publish case studies, and help businesses and organizations attract positive press. For example, several restaurants in town have attended to the prohibition on polystyrene food containers (enacted by the Town in 2010 in Chapter 8.10 of the Municipal Code). Recognition of these restaurants can be accomplished through a certificate from the Town and a press release.

WRRC.WR.10. Encourage producer responsibility/product stewardship
Encourage and support Product Stewardship to encourage all manufacturers to share the responsibility of eliminating waste. Consumers can influence manufacturers: to minimize excess packaging; to design products for durability, reusability and for potential materials recovery; to use recycled materials in manufacturing new products; and to provide financial support for collection and processing or disposal of their own used products.
CHAPTER 3 RECYCLING

WRRC.REC.1. Address venue and special event recycling
Remind vendors to provide beverage container recycling at special events. In accordance with Section 70.93.093 RCW, when communities have recycling programs, vendors who sell beverages in single-use aluminum, glass, or plastic bottles or cans at official gatherings and at sports facilities must provide recycling containers and recycle the collected recyclable materials.

WRRC.REC.2. Offer alternatives to self-haul for residents
Continue and expand substantial curbside recycling collection service, rather than rely on self-haul opportunities for Town residents. Consider a schedule for more frequent recycling collection.

WRRC.REC.3. Evaluate and monitor recycling program progress
To assess progress in meeting the goals and objectives of the Plan, the Town will evaluate the status of Recycling and Waste Reduction programs periodically and when formal recommendations for changes or additions are presented. Periodic assessments should address:
- Status of recyclable materials list.
- Markets for recycled materials.
- Progress toward recycling goals.
- Public outreach and education programs.
- Collection operations.
- Estimated recycling rate.
- Effectiveness of specific recycling programs.
- Funding and non-monetary program resources.

WRRC.REC.4. Consider establishing formal working relationships
The Town should also encourage establishing formal working relationships between the Town and agencies, institutions, and organizations via Memorandums of Understanding, letters of acknowledgment, or other appropriate mechanisms to further and enhance recycling programs.

WRRC.REC.5. Consider additions to the Town’s approved recyclable materials list
The Town will periodically evaluate the range of recyclables managed by existing recycling programs and determine whether new materials should be added. Evaluation criteria could include: the potential for waste diversion; collection efficiencies; processing requirements; market conditions; market volatility; local market availability; and continuity with existing programs.

WRRC.REC.6. Evaluate program expansion
- When financially viable, introduce public waste receptacles with sections specifically for recyclable materials.
- Consider developing programs that target specific waste generators, including: schools, special events, multi-family dwellings, and select types of businesses.
• Consider evaluating re-routing to selectively route commercial loads for dry waste that could be delivered to a MRF for sorting. Programs like this, with recycling-rich waste streams, can garner the benefit of recycling without needing to add recycling service to a customer.

**WRRC.REC.7. Rate structure**

• Assess the feasibility of a Variable Can Rate, or Pay-As-You-Throw, which is a volume-based fee structure. It provides a lower cost alternative to customers who downsize their garbage container by recycling and composting. This incentive may also reduce disposal volumes.

• Consider fee structures with reduced rates for recyclables to provide an incentive for source separation of recyclables.

**WRRC.REC.8. Commercial recognition program**

Develop a business recognition program for recycling, composting, and waste reduction along with the Recognition for Waste Reduction program. Consider modeling the program on the EnviroStars program, created in King County.

**WRRC.REC.9. Commodity credit for residential recyclers**

In some communities, residents are given a monthly credit for the value of the recyclable commodities collected. It is often a minimal credit of less than two dollars. This alternative provides a direct incentive for residents who don’t see the less explicit cost-savings involved in recycling, and can encourage more participation in the recycling program. However, some accounting system would be needed to track participating households in order to provide the commodity credits.

**WRRC.REC.10. Public outreach and education**

• Continue the existing outreach and education programs, using available resources and materials to promote recycling and waste reduction. Provide recycling guides and brochures with general recommendations for the commercial and residential sectors, in concert with other sections of this chapter.

• Provide public education regarding proper recycling procedures and the economic benefit of clean, commingled recyclables.

• Publish a recycling resources list on the web site and add a variety of paper formats, such as fliers, brochures, grocery bags, posters, or rack cards, for distribution.

• Involve children in illustrations and programs.

**WRRC.REC.11. Sustainable community**

Contribute to sustainable communities through promoting programs: Encourage all capital projects to meet minimum green building standards, such as energy efficiency, minimum recycled-content, efficient use of water, formal recycling programs, and green design elements. Green building techniques can be used to minimize the impact on the solid waste system due to development projects. The Town may elect to require certain green building elements be included in certain projects, including energy efficiency, waste reduction and recycling, and water conservation systems. At a minimum, the Town may promote green building techniques be used voluntarily in development projects.
CHAPTER 3 ORGANICS MANAGEMENT

WRRC.COMP.1. Residential yard waste collection programs
Continue existing yard waste collection programs.

WRRC.COMP.2. Storm damage pickup
Continue collecting private and public debris generated by storms and deliver it to a permitted or legally exempt facility for composting.

WRRC.COMP.3. Christmas tree collection
Continue to participate in the annual Christmas tree roundup provided by the County.

WRRC.COMP.4. Compostable yard waste disposal ban
Consider enacting a disposal ban on clean, compostable yard waste.

WRRC.COMP.5. Implement yard waste chipping program
Consider expanding ways to provide chipping at a drop-off site. A site open to the public would address the need for additional capacity to handle yard waste from the Town. This option should only be implemented when appropriate end-use markets, which may include public parks, medians and other landscaped public areas, or private operations, are available for the chipped material.

WRRC.COMP.6. Public education and outreach about Composting
Continue to develop and distribute educational material outlining the current yard waste options and its benefits including contributions to greenhouse gas reductions. Some examples of outreach are:

- Promote home composting as a mechanism to divert food waste from the home.
- Inform the public about grass-cycling and composting options (through educational materials, displays, workshops, and demonstration sites).
- Encourage volunteers to enroll in the Master Composter program and provide training to fellow residents.
- Consider ways to provide rebates to offset the purchase price of compost bins at local stores or support a discount-priced bin distribution event.

WRRC.COMP.7. Methods to measure home composting
Evaluate home composting by surveying residents and their use of composting techniques. Standard weight conversion factors can be used to estimate the amount of material composted per year per residence.

WRRC.COMP.8. Encourage commercial sector food waste management
Encourage local food service establishments to participate and haulers to offer food waste collection services. Programs may include food donation, conversion for animal feed, and compost.

CHAPTER 4 COLLECTION
COLL.1. Continue with imbedded recycling service
The system for curbside garbage collection services mandated in Friday Harbor Municipal Code section 13.28.401 currently includes the opportunity for commingled recyclables collection.

COLL.2. Mandate recyclable materials collection service
Consider mandating curbside recycling. Mandatory collection for a fee would require all residents to sign up and to pay for a minimum level of service, as they currently do for garbage collection. A more frequent, mandatory recycling service could help to minimize illegal dumping and clarify the penalties for illegal dumping. It could also serve to distribute costs of recycling and solid waste management more equitably among all residents.

COLL.3. Adjust collection rates to support other programs
Consider creating a solid waste collection rate structure that would support recycling, waste reduction, and diversion to make funds available for other programs. Those programs could include education and development of solid waste reduction, recycling, and diversion programs in accordance with state, county and Town goals. However, implementation of increased rate structures, even in the interest of program goals, will probably increase average customer rates and could prove burdensome to ratepayers.

COLL.4. Establish a facility for yard waste, land clearing debris, and construction and demolition waste
Consider working with the County to develop a common site for collection and handling yard waste and construction, demolition, and land clearing debris (CDL). Savings may be realized with reduced transfer and disposal costs by localizing the removal service for these heavy and bulky materials.

COLL.5. Privatize collection services
Consider privatizing all collection services if the costs of providing the service increase dramatically. Analysis prior to such an action should carefully examine costs for services along with local employment and reinvestment in the community prior to taking any steps toward privatization.

COLL.6. Increase or enhance drop box services and street containers
Consider investing in sidewalk containers for garbage and recycling in areas frequented by tourists. For a similar convenience, the Town could encourage businesses to provide decorative exterior containers for visitor use.

COLL.7. Alternative Collection Strategies
The Town should remain open to exploring and implementing alternative collection strategies as collection operations develop along with population growth and increased use of the Town’s recycling options. Partnerships with other local governments and private entities can also be explored and, when feasible and advantageous, should be implemented.

CHAPTER 5 TRANSFER AND DISPOSAL

TRD.XFER.1. Out-of-county transfer station

1 http://www.fridayharbor.org/FHMC/frihar13_032113.pdf
The Town can continue to deliver to facilities located out of the county, where capacity and legal compliance are in place and will ensure all collected garbage and recycling will be delivered for disposal or further processing. Favorable fees have been locked in with Skagit County for MSW transfer for ten years, until September 30, 2023, with an option to extend once for another ten years beyond that date.

**TRD.XFER.2. On-island self-haul**

If a County or independent operation of the Sutton Road site continues to accept self-haul recycling and garbage at fees for services that are similar to or lower than those charged in 2012, the volume of Town curbside collection is unlikely to increase significantly. However, if those fees are substantially increased, the Town should prepare to increase its collection and transport schedule and equipment.

**TRD.XFER.3. Orcas transfer station**

Should volumes of recycling and garbage collection in the Town rise significantly for any reason, the Town may find it convenient to deliver collected solid waste to the transfer facility on Orcas Island and should compare both direct and indirect costs of in-county to out-of-county transport to transfer facilities.

**TRD.XFER.4. On-island transfer station**

If the facility operation at the Sutton Road site once again includes a tipping floor, the Town should compare the direct and indirect costs of tipping fees and transportation to Sutton Road with the same expenses for transporting solid waste off-island.

**TRD.XFER.5. On-island gasification plant**

Should the gasification or other waste-to-energy plant be built on San Juan Island, the cost of delivery may become favorable to the Town. Town ownership of the proposed gasification plant site may be a factor in the costs and in that decision.

**TRD.XFER.6. Review and Monitoring**

The Town will periodically review transfer operations and make adjustments as necessary.

### CHAPTER 6 SPECIAL WASTE – Construction and Demolition Debris

**SPC.CD.1. Reuse/repurpose existing structures or their components**

Encourage deconstruction to maximize salvageable materials.

**SPC.CD.2. Recover C&D Debris**

Encourage reuse and recovery of excess building materials and C&D waste. The Town should be alert to waste that is recoverable wood, metals, concrete/asphalt and other inert materials, gypsum board, composition shingles, and other potentially reusable or recyclable items and work towards recycling them.

**SPC.CD.3. Ban disposal of clean wood and inert materials waste**

The Town could notify all utility customers that it no longer collects loads that contain more than twenty percent of clean, recoverable wood and/or reusable inert waste in its routine residential garbage service.

**SPC.CD.4. Divert wood waste to re-use or recycling**

The Town could require utility customers to separate wood wastes as a distinct recyclable
material, in keeping with the State’s Beyond Waste Plan.

**SPC.CD.5. Support materials exchange program**
When non-profit organizations propose a materials exchange program or reuse store for C&D materials, the Town should support legally permitting and regulating those programs or uses.

**SPC.CD.6. Give contractors resource lists for alternatives to C&D disposal**
In the interest of diverting C&D and inert waste out of the garbage, the Town should provide contractors applying for permits with information about local alternative facilities that accept and recycle C&D materials. Information on designing for reuse and incorporation of salvaged materials could help innovation and conservation of materials to reduce construction costs. In addition to general reduction and recycling opportunities, the Town may provide contractors with information about deconstruction and green building practices.

**SPC.CD.7. Asbestos education**
The Town should provide outreach materials, both online and included with routine utility mailings, to help homeowners to identify asbestos-containing materials and to protect themselves and those handling refuse through proper handling and disposal methods.

**CHAPTER 6 SPECIAL WASTE – Biomedical waste**

**SPC.BIO.1. Develop and distribute outreach materials about residential medical waste**
The Town should provide outreach materials, both online and included with routine utility mailings, to inform residents about the environmental and health consequences of disposing pharmaceuticals through the wastewater or garbage system and how to safely dispose of personal-use needles. Any medical waste education programs should be coordinated with the County Health & Community Services Department.

**CHAPTER 6 SPECIAL WASTE – Petroleum contaminated soil**

**SPC.PCS.1. Continue current system**
The Town should allow the private sector to continue to manage and dispose of contaminated soils.

**CHAPTER 6 SPECIAL WASTE – Electronic waste**

**SPC.EWA.1. E-Waste education**
The Town should provide residents with information about the E-Cycle program, including locations and hours of operation of local collection sites and services. The State Department of Ecology has posted a Local Government Toolkit, which is available on the Ecology web site for ideas and information.

**CHAPTER 7 MODERATE RISK WASTE**

**MRW.1. Residential Outreach**
Education about toxic ingredients in common household products and alternative products that are less- or non-toxic should be widely available. The Town should partner with the County to produce and distribute this type of information. MRW program components can be integrated.

---

into the waste reduction program.

**MRW.2. Commercial Outreach**
The County has established a pollution prevention program with a specialist who visits businesses and institutions to help identify "liquids, solids, gasses, or sludge that can be characterized as toxic, flammable, corrosive, or reactive". The pollution prevention specialist advises and assists with appropriate containment and disposal, and offers advice on less- or non-toxic products that can be used for the same purpose. The Town should support this program, participate in it, and encourage business owners to use the service.

**MRW.3. Education on Alternative Products**
In addition to the message about proper disposal of household hazardous waste and used oil, the Town should expand its educational messages to include information on alternatives to hazardous household products. Much of this type of information can be found on the Washington Toxics Coalition's Home Safe Home Program website, which has produced a series of fact sheets that identify hazards with various types of products and suggest alternatives.

**MRW.4. Recognition for Environmental Achievements**
The Town should consider recognizing and rewarding local businesses for preventing pollution and reducing hazardous waste. As recommended in the chapter on waste reduction, the Town could host special events and help businesses attract positive press.

**MRW.5. MRW Administration by County**
The Town should continue to cooperate with the County’s Hazardous Waste prevention and collection program.

**MRW.6. Funding for MRW Programs**
If necessary, the Town will explore and obtain ongoing funding for implementing MRW programs through accessing government funding sources and may charge fees to cover the costs of proper handling/disposal of any toxic wastes generated within the town.

### CHAPTER 8 ADMINISTRATION AND ENFORCEMENT

**ADM.ENF.1. Evaluate system to keep up with changing circumstances**
The Town administration and SWAC/Town Council will periodically review the success of individual program components. Systematic tracking of waste quantities, participation rates, expenses for transport, income, and any program costs will continue to enable flexibility as the Town’s transfer and disposal options develop.

**ADM.ENF.2. Update relevant plan and code sections**
The Town should periodically consider updating pertinent comprehensive plan and code sections to ensure solid waste management operations maintain legal and economic viability.

**ADM.ENF.3. Continue to defer to County enforcement for illegal dumping and littering**
The Town will continue to cooperate with the County Health and Community Services Department in enforcement of violations of illegal dumping and littering.

**ADM.ENF.4. Permit Authority**
The Town will continue to cooperate with the County Health and Community Services Department as it implements permit procedures and policies and fee structures for all solid
waste facilities and advertise such process and policies in a fashion similar to “food handling permits, sewage permits, etc.”

ADM.ENF.5. **Develop a Coordinated Public Outreach and Education Program**

Education is an important aspect of addressing solid waste issues, including illegal dumping. The purpose of a public outreach program is to raise public awareness. The Town can coordinate with the County to pool their efforts for coordinated outreach.

ADM.ENF.6. **Coordinate with County on key aspect of solid waste management when possible**

Complex environmental issues, increased emphasis on recycling and waste reduction programs, more complicated operational requirements at solid waste facilities, hazardous waste, transportation costs and privatization of the county system will require continued dialog for the Town's best decisions on its own system and use of the Town solid waste facility property on Sutton Road.

Coordination with the County for development of facilities to handle certain wastes (such as green waste, construction and demolition, or other special wastes) may have financial as well as environmental benefits, including potential grant funding.

ADM.ENF.7. **Maintain option for Town Sutton Road solid waste facility operation**

If circumstances develop in which it appears that the most feasible transport option for the Town would be for the Town to manage a drop box or tipping floor on its Sutton Road property, the Town maintains the right to run its own transfer or drop-box operation.

ADM.ENF.8. **Privatization**

If circumstances warrant, the Town may consider privatizing parts or all of its solid waste collection and transport systems.

ADM.ENF.9. **Funding**

The Town should explore all funding options, especially if the Town takes over the San Juan Island Transfer Station or if a private company operates the station. Additional funding sources may be explored in order to finance new or expanded programs, including grant opportunities. To accommodate the long term financial obligations related to managing the Town’s solid waste system, a rate review and adjustment could be required. The rate review should reflect the cost of new programs, equipment and facilities.
APPENDIX B - DETAILED DISPOSAL COMPOSITION, 2011

This table is taken from the Department of Ecology statewide report of waste composition published in 2012, reporting figures from 2011.

<table>
<thead>
<tr>
<th>Material</th>
<th>Est. %</th>
<th>Est. Tons</th>
<th>Material</th>
<th>Est. %</th>
<th>Est. Tons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paper Products</td>
<td>10.7%</td>
<td>180</td>
<td>Construction Materials</td>
<td>9.3%</td>
<td>157</td>
</tr>
<tr>
<td>Newspaper</td>
<td>1.0%</td>
<td>16</td>
<td>Natural Wood</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Cardboard/Kraft Paper Products</td>
<td>0.1%</td>
<td>2</td>
<td>Insulation</td>
<td>1.5%</td>
<td>25</td>
</tr>
<tr>
<td>Magazines</td>
<td>0.4%</td>
<td>6</td>
<td>Asphalt Paving</td>
<td>1.3%</td>
<td>22</td>
</tr>
<tr>
<td>High-Grade Paper Products</td>
<td>0.5%</td>
<td>8</td>
<td>Concrete</td>
<td>0.3%</td>
<td>4</td>
</tr>
<tr>
<td>Other Groundwood Products</td>
<td>0.4%</td>
<td>7</td>
<td>Drywall</td>
<td>0.7%</td>
<td>12</td>
</tr>
<tr>
<td>Mixed Low Grade Paper Products</td>
<td>2.2%</td>
<td>37</td>
<td>Carpet</td>
<td>1.1%</td>
<td>19</td>
</tr>
<tr>
<td>Compostable Paper Products</td>
<td>5.6%</td>
<td>95</td>
<td>Carpet Padding</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Paper Processing Sludge</td>
<td>0.0%</td>
<td>0</td>
<td>Soil, Rocks, Sand</td>
<td>0.2%</td>
<td>4</td>
</tr>
<tr>
<td>R/C Paper Products</td>
<td>0.4%</td>
<td>8</td>
<td>Asphalt Roofing</td>
<td>1.3%</td>
<td>22</td>
</tr>
<tr>
<td>Paper Packaging</td>
<td>6.6%</td>
<td>110</td>
<td>Plastic Flooring</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Newspaper Packaging</td>
<td>0.0%</td>
<td>1</td>
<td>Ceramics &amp; Brick</td>
<td>0.9%</td>
<td>15</td>
</tr>
<tr>
<td>Cardboard/Kraft Paper Packaging</td>
<td>2.4%</td>
<td>40</td>
<td>R/C Construction Materials</td>
<td>2.0%</td>
<td>34</td>
</tr>
<tr>
<td>Other Groundwood Packaging</td>
<td>0.1%</td>
<td>2</td>
<td>Wood Debris</td>
<td>10.4%</td>
<td>175</td>
</tr>
<tr>
<td>Mixed/Low Grade Paper Packaging</td>
<td>1.7%</td>
<td>29</td>
<td>Treated Wood</td>
<td>0.6%</td>
<td>10</td>
</tr>
<tr>
<td>Compostable Paper Packaging</td>
<td>0.8%</td>
<td>14</td>
<td>Painted Wood</td>
<td>4.4%</td>
<td>74</td>
</tr>
<tr>
<td>R/C Paper Packaging</td>
<td>1.5%</td>
<td>25</td>
<td>Dimensional Lumber</td>
<td>1.3%</td>
<td>21</td>
</tr>
<tr>
<td>Plastic Products</td>
<td>4.1%</td>
<td>68</td>
<td>Engineered Wood</td>
<td>0.6%</td>
<td>11</td>
</tr>
<tr>
<td>#1 PETE Plastic Products</td>
<td>0.0%</td>
<td>0</td>
<td>Pallets &amp; Crates</td>
<td>1.2%</td>
<td>20</td>
</tr>
<tr>
<td>#2 HDPE Plastic Products</td>
<td>0.0%</td>
<td>0</td>
<td>Other Untreated Wood</td>
<td>1.1%</td>
<td>18</td>
</tr>
<tr>
<td>#3 PVC Plastic Products</td>
<td>0.1%</td>
<td>2</td>
<td>Wood By-Products</td>
<td>0.4%</td>
<td>7</td>
</tr>
<tr>
<td>#4 LDPE Plastic Products</td>
<td>0.0%</td>
<td>0</td>
<td>R/C Wood Debris</td>
<td>0.9%</td>
<td>14</td>
</tr>
<tr>
<td>#5 PP Plastic Products</td>
<td>0.0%</td>
<td>1</td>
<td>Consumer Products</td>
<td>11.1%</td>
<td>186</td>
</tr>
<tr>
<td>#6 PS Plastic Products</td>
<td>0.1%</td>
<td>2</td>
<td>Televisions</td>
<td>0.2%</td>
<td>4</td>
</tr>
<tr>
<td>#7 Other Plastic Products</td>
<td>1.2%</td>
<td>20</td>
<td>Televisions - LCD</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>PLA Products</td>
<td>0.0%</td>
<td>0</td>
<td>VCR’s, DVD’s, DVR’s</td>
<td>0.1%</td>
<td>2</td>
</tr>
<tr>
<td>Plastic Garbage Bags</td>
<td>1.5%</td>
<td>25</td>
<td>Computer Monitors - CRT</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Plastic Film Products</td>
<td>0.6%</td>
<td>9</td>
<td>Computer Monitors - LCD</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>R/C Plastic Products</td>
<td>0.6%</td>
<td>10</td>
<td>Computers</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Plastic Packaging</td>
<td>7.5%</td>
<td>125</td>
<td>Computer Peripherals</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>#1 PETE Plastic Bottles</td>
<td>0.6%</td>
<td>10</td>
<td>Audio Equipment</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Item</td>
<td>% Weight</td>
<td>Quantity</td>
<td>Description</td>
<td>% Weight</td>
<td>Quantity</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>----------</td>
<td>----------</td>
<td>-----------------------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>#1 PETE Plastic Non-bottles</td>
<td>0.3%</td>
<td>5</td>
<td>Gaming Equipment</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>#2 HDPE Plastic Natural Bottles</td>
<td>0.3%</td>
<td>5</td>
<td>Other Consumer Electronics</td>
<td>0.6%</td>
<td>10</td>
</tr>
<tr>
<td>#2 HDPE Plastic Colored Bottles</td>
<td>0.3%</td>
<td>5</td>
<td>Textiles - Organic</td>
<td>4.0%</td>
<td>66</td>
</tr>
<tr>
<td>#2 HDPE Plastic Jars &amp; Tubs</td>
<td>0.3%</td>
<td>5</td>
<td>Textiles - Synthetic</td>
<td>1.9%</td>
<td>31</td>
</tr>
<tr>
<td>#3 PVC Plastic Packaging</td>
<td>0.0%</td>
<td>0</td>
<td>Shoes, Purses, Belts</td>
<td>0.5%</td>
<td>8</td>
</tr>
<tr>
<td>#4 LDPE Plastic Packaging</td>
<td>0.0%</td>
<td>0</td>
<td>Tires &amp; Rubber</td>
<td>0.4%</td>
<td>7</td>
</tr>
<tr>
<td>#5 PP Plastic Packaging</td>
<td>0.6%</td>
<td>10</td>
<td>Furniture</td>
<td>3.1%</td>
<td>52</td>
</tr>
<tr>
<td>#6 PS Plastic Packaging</td>
<td>0.7%</td>
<td>12</td>
<td>Mattresses</td>
<td>0.1%</td>
<td>2</td>
</tr>
<tr>
<td>#7 Other Plastic Packaging</td>
<td>0.6%</td>
<td>11</td>
<td>R/C Consumer Products</td>
<td>0.2%</td>
<td>3</td>
</tr>
<tr>
<td>PLA Packaging</td>
<td>0.1%</td>
<td>1</td>
<td>Hazardous/Special Wastes</td>
<td>2.7%</td>
<td>46</td>
</tr>
<tr>
<td>Plastic Merchandise Bags</td>
<td>0.5%</td>
<td>8</td>
<td>Pesticides/Herbicides</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Non-ind. Packaging Film Plastic</td>
<td>2.6%</td>
<td>44</td>
<td>Mercury Vapor Lighting</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Industrial Packaging Film Plastic</td>
<td>0.4%</td>
<td>6</td>
<td>Compact Fluorescent Lights</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>R/C Plastic Packaging</td>
<td>0.1%</td>
<td>2</td>
<td>Fluorescent Tubes</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Glass</td>
<td>2.1%</td>
<td>36</td>
<td>Asbestos</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Clear Glass Containers</td>
<td>0.9%</td>
<td>15</td>
<td>Latex Paint</td>
<td>0.0%</td>
<td>1</td>
</tr>
<tr>
<td>Green Glass Containers</td>
<td>0.3%</td>
<td>5</td>
<td>Solvent-based Glues</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Brown Glass Containers</td>
<td>0.3%</td>
<td>5</td>
<td>Latex-based Glues</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Plate Glass</td>
<td>0.3%</td>
<td>5</td>
<td>Oil-based Paint &amp; Solvent</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Stoneware/Ceramics/Glassware</td>
<td>0.1%</td>
<td>2</td>
<td>Caustic Cleaners</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>R/C Glass</td>
<td>0.2%</td>
<td>4</td>
<td>Dry-cell Batteries</td>
<td>0.0%</td>
<td>1</td>
</tr>
<tr>
<td>Metal</td>
<td>4.2%</td>
<td>71</td>
<td>Wet-cell Batteries</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Aluminum Beverage Cans</td>
<td>0.3%</td>
<td>5</td>
<td>Gasoline/Kerosene</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Aluminum Foil/Containers</td>
<td>0.2%</td>
<td>3</td>
<td>Motor Oil</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Other Aluminum</td>
<td>0.0%</td>
<td>0</td>
<td>Antifreeze</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Other Nonferrous</td>
<td>0.0%</td>
<td>1</td>
<td>Other Vehicle Fluids</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Food Cans - Tinned</td>
<td>0.6%</td>
<td>9</td>
<td>Oil Filters</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Food Cans - Coated</td>
<td>0.1%</td>
<td>2</td>
<td>Explosives</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>White Goods</td>
<td>0.0%</td>
<td>0</td>
<td>Medical Wastes</td>
<td>0.2%</td>
<td>4</td>
</tr>
<tr>
<td>Other Ferrous Metal</td>
<td>1.8%</td>
<td>30</td>
<td>Pharmaceuticals/Vitamins</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>R/C Metals</td>
<td>1.3%</td>
<td>21</td>
<td>Disposable Diapers</td>
<td>2.2%</td>
<td>37</td>
</tr>
<tr>
<td>Organics</td>
<td>30.0%</td>
<td>503</td>
<td>Other Cleaners &amp; Soaps</td>
<td>0.1%</td>
<td>1</td>
</tr>
<tr>
<td>Food - Vegetative</td>
<td>13.5%</td>
<td>227</td>
<td>Other Hazardous</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Food - Non-vegetative</td>
<td>6.0%</td>
<td>101</td>
<td>Other Non-hazardous</td>
<td>0.1%</td>
<td>2</td>
</tr>
<tr>
<td>Leaves &amp; Grass</td>
<td>4.0%</td>
<td>67</td>
<td>Residues</td>
<td>1.2%</td>
<td>20</td>
</tr>
<tr>
<td>Prunings</td>
<td>1.2%</td>
<td>19</td>
<td>Ash</td>
<td>0.1%</td>
<td>2</td>
</tr>
<tr>
<td>Animal Manure</td>
<td>4.8%</td>
<td>80</td>
<td>Dust</td>
<td>0.4%</td>
<td>6</td>
</tr>
<tr>
<td>Animal Carcasses</td>
<td>0.0%</td>
<td>0</td>
<td>Fines</td>
<td>0.7%</td>
<td>11</td>
</tr>
<tr>
<td>Crop Residues</td>
<td>0.0%</td>
<td>0</td>
<td>Sludge/Special Industrial</td>
<td>0.0%</td>
<td>0</td>
</tr>
<tr>
<td>Fruit Waste</td>
<td>0.0%</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R/C Organics</td>
<td>0.5%</td>
<td>9</td>
<td>Totals</td>
<td>100.0%</td>
<td>1,676.56</td>
</tr>
</tbody>
</table>
APPENDIX C - INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT
BETWEEN
SAN JUAN COUNTY, TOWN OF FRIDAY HARBOR, AND SKAGIT COUNTY
REGARDING RECEIPT OF SOLID WASTE

No.____________________

THIS AGREEMENT (herein the “Agreement”) is made and entered into by and between Skagit County, Washington, a political subdivision of the State of Washington, hereinafter referred to as “SKAGIT”, SAN JUAN County, Washington, a political subdivision of the State of Washington, hereinafter referred to as “SAN JUAN”, and the Town of Friday Harbor, Washington, a Washington municipal corporation, hereinafter referred to as “FRIDAY HARBOR”. SAN JUAN, SKAGIT, and FRIDAY HARBOR may be individually referred to herein as a “party”, and may be collectively referred to herein as the “parties.”

W I T N E S S E T H:

WHEREAS, SKAGIT, SAN JUAN, and FRIDAY HARBOR are each individually responsible for managing solid waste pursuant to Chapter 70.95 RCW; and,

WHEREAS, SKAGIT, SAN JUAN, and FRIDAY HARBOR desire to work cooperatively on regional solid waste handling and disposal issues; and,

WHEREAS, all Parties acknowledge the benefits to be gained from a cooperative approach to solid waste issues such as avoidance of duplication of services and potentially resulting in lower costs to the rate payers; and,

WHEREAS, pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act, the State of Washington allows and encourages cooperative Solid Waste Programs among regional jurisdictions; and,

WHEREAS, SAN JUAN and FRIDAY HARBOR have determined that transportation of their solid waste to facilities operated by SKAGIT is in the best interests of its citizens; and,

WHEREAS, SKAGIT has developed infrastructure and contractual relationships with sufficient capacity to currently serve the solid waste disposal needs of SAN JUAN, FRIDAY HARBOR, and SKAGIT; and,
WHEREAS, SKAGIT is willing to accept and process solid waste from SAN JUAN and FRIDAY HARBOR (subject to and in accordance with the terms of this Agreement).

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the following terms and conditions, the Parties mutually agree as follows:

1. PURPOSE OF AGREEMENT AND DUTIES OF THE PARTIES.

1.1 Subject to the terms of this Agreement, SKAGIT will allow disposal of solid waste from SAN JUAN and FRIDAY HARBOR at the Skagit County Transfer and Recycling Station, as delivered by certificated waste collectors, and private operators of SAN JUAN’S and FRIDAY HARBOR’S solid waste facilities at rates established by SKAGIT for Municipal customers that shall further include an Out of County Surcharge. The parties recognize and agree that this Agreement only provides and allows for the disposal of SAN JUAN and FRIDAY HARBOR municipal solid waste (herein referred to as “solid waste”) that is destined for landfill disposal, in accordance with the terms of this Agreement, and does not allow or provide for recycling by SAN JUAN and FRIDAY HARBOR, or for the delivery, receipt, and/or disposal of yard debris, special waste, hazardous waste (including household hazardous waste), or any other materials from SAN JUAN and FRIDAY HARBOR.

1.2 The Out of County Surcharge shall be set at a rate of seven dollars ($7.00) per ton.

1.3 At SAN JUAN’S and FRIDAY HARBOR’S own cost, expense, and liability, SAN JUAN and FRIDAY HARBOR shall both ensure that waste screening procedures at any and all of its public and/or privately-operated solid waste facilities comply with all applicable laws rules and regulations, specifically including, but not limited to Washington State solid waste disposal laws, rules, and regulations and shall ensure that such waste screening procedures are consistent with those employed at SKAGIT’s facilities. SKAGIT reserves the right to perform compliance audits and refuse any non-compliant loads from SAN JUAN and FRIDAY HARBOR. SAN JUAN and FRIDAY HARBOR shall comply with all reasonable billing practices as may be required and/or implemented by SKAGIT (to SKAGIT’S satisfaction), and shall provide SKAGIT with adequate notice of all loads received from SAN JUAN and FRIDAY HARBOR (to SKAGIT’S satisfaction). Except as may be expressly provided to the contrary by the terms of this Agreement, SAN JUAN and FRIDAY HARBOR shall otherwise be solely responsible and liable for SAN JUAN’S and FRIDAY HARBOR’S respective solid waste system(s) and solid waste operations, and to the maximum extent allowed by law SAN JUAN and FRIDAY HARBOR agree to defend, indemnify, and hold SKAGIT harmless from any and all claims and/or damages incurred by SKAGIT arising from or relating to SKAGIT’s receipt of solid waste from SAN JUAN and FRIDAY HARBOR pursuant to this Agreement. To the maximum extent allowed by law, SAN JUAN agrees to be liable and responsible for the operations and actions of any Solid Waste Disposal District(s) located in San Juan County (organized pursuant to RCW 36.58), specifically including, but not necessarily limited to, the Lopez Island Solid Waste Disposal District. The parties recognize and agree that for purposes of this Agreement, any solid waste received from any Solid Waste Disposal District(s) located in San Juan County
(organized pursuant to RCW 36.58) shall be SAN JUAN solid waste, and shall not be FRIDAY HARBOR solid waste.

1.4 Except as may be expressly provided by the terms of this Agreement, SKAGIT makes no representations or warranties of any kind or of any nature regarding SAN JUAN’S and FRIDAY HARBOR’S solid waste system(s) and/or solid waste operations, and SKAGIT disclaims any interest or involvement in the SAN JUAN’S and FRIDAY HARBOR’S solid waste system(s) and/or solid waste operations. The parties mutually recognize and agree that SKAGIT is not responsible or liable for the operation, use, or management of SAN JUAN’S and FRIDAY HARBOR’S solid waste system(s) and/or solid waste operations in any way.

1.5 Unless specifically stated to the contrary in this Agreement, SKAGIT is not obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.

1.6 SAN JUAN and FRIDAY HARBOR recognize and agree that SKAGIT is subject to the terms and conditions of an interlocal agreement establishing the Solid Waste System Governance Board ("SWSGB"), entitled “Interlocal Cooperative Agreement Between Skagit County and Cities and Towns for Solid Waste Management”, dated April 30, 2008 (Skagit County Contract # C20080306), as subsequently amended per Skagit County Amendment # A201000124, dated August 23, 2010 (herein the “SWSGB Interlocal”).

2. INDEMNIFICATION: Except as provided to the contrary herein, each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to SKAGIT by reason of entering into this contract except as expressly provided herein.

3. LIMITATION OF LIABILITY; INDEPENDENT ENTITIES. Any party having a claim against SAN JUAN and/or FRIDAY HARBOR, however arising, shall have recourse only to the extent of assets and property of SAN JUAN and/or FRIDAY HARBOR, and shall have no recourse against SKAGIT, or SKAGIT’S appointed or elected officers, employees, volunteers or its/their assets or credits. The parties agree that SAN JUAN and FRIDAY HARBOR are separate and independent parties that do not direct, manage or control the other party’s employees, officers, agents, or contractors, or the other party’s solid waste or solid waste management activities under this Agreement, and that any actions, omissions, and liabilities of SAN JUAN shall not be construed as actions, omissions, or liabilities of FRIDAY HARBOR under this Agreement, and that any actions, omissions, and liabilities of FRIDAY HARBOR shall not be construed as actions, omissions or liabilities of SAN JUAN under this Agreement.

4. ASSIGNMENT AND SUB CONTRACTING. It is understood and agreed between the parties that this Agreement (or any portion of this Agreement) cannot be assigned, transferred, contracted or subcontracted to any other individual, firm, company, and/or other entity by SAN JUAN and/or FRIDAY HARBOR without prior written permission of SKAGIT.

5. COMPLIANCE WITH LAWS AND TERMS OF GRANTS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying
out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works, including, but not necessarily limited to RCW 39.12. If necessary, the parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement. Each party individually recognizes and agrees that it shall be solely and separately responsible and liable for compliance with all terms and conditions of any applicable permits(s) and/or grant(s) obtained or procured in such party’s name.

6. TERM OF AGREEMENT: Unless sooner terminated pursuant to Section 7., it is agreed by the parties that the term of this Agreement shall be from the date of mutual execution of this Agreement until September 30, 2023; provided, that this Agreement may be extended for up to one (1) additional period of ten (10) years, with the mutual agreement of all parties.

7. TERMINATION. This Agreement may be terminated by any party for default by another party (as defined per Section 16, below) by providing the defaulting party (or parties) with ninety (90) days written notification. This Agreement may also otherwise be terminated by any party (at any time and for any reason) by providing the other parties with two (2) years written notification. Such written notification may be personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the last known addresses of the other parties for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify (as provided herein), shall survive such termination.

7.1 The respective obligations of the parties pursuant to the terms of this Agreement shall be mutually exclusive in the event of default, breach, and/or in the event that this Agreement is terminated by and between SKAGIT and one other party (either SAN JUAN or FRIDAY HARBOR), and in such an event the terms of this Agreement shall remain in full force and effect with respect to the party for which this Agreement has not been terminated. Specifically, in the event that this Agreement is terminated only between SKAGIT and SAN JUAN, the terms of this Agreement shall remain in full force and effect by and between SKAGIT and FRIDAY HARBOR, and in the event that this Agreement is terminated only between SKAGIT and FRIDAY HARBOR, the terms of this Agreement shall remain in full force and effect by and between SKAGIT and SAN JUAN.

8. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

8.1 SKAGIT’S representative shall be the Public Works Director, or his/her designee.

8.2 SAN JUAN’S representative shall be the San Juan County Director of Public Works, or his/her designee.

8.3 FRIDAY HARBOR’S representative shall be the Town of Friday Harbor’s Director of Public Works, or his/her designee.
9. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, or disposed of pursuant to this Agreement.

10. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other parties.

11. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

12. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by a subsequent written agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

13. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. SKAGIT and SAN JUAN hereby mutually agree to terminate and rescind a previous interlocal agreement and accompanying memorandum of understanding by and between SKAGIT and SAN JUAN both dated April 4, 1994 (Skagit County Contract Numbers: 001995 and 001996), and the parties hereby recognize and agree that this Agreement shall specifically replace and supersede said previous interlocal and accompanying memorandum of understanding (Skagit County Contract Numbers: 001995 and 001996).

14. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein (see Section 13, above).

15. USE OF DOCUMENTS AND MATERIALS PRODUCED: The parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party’s contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. The parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including, but not limited to, RCW 42.56).

16. DEFAULT: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law, including, but not limited to, termination of this Agreement (in accordance with Section 7, above).

17. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.
APPROVED AND SIGNED BY THE SKAGIT COUNTY BOARD OF COMMISSIONERS, THE MAYOR OF FRIDAY HARBOR AND THE SAN JUAN COUNTY COUNCIL APRIL 9, 2013

COPY AVAILABLE AT THE ADMINISTRATIVE OFFICE OF THE TOWN OF FRIDAY HARBOR.
APPENDIX D - DETERMINATION OF NON-SIGNIFICANCE & SEPA CHECKLIST