

ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY

RESOLUTION #95-6

MOVED: LANDIS

SECONDED: GARFINKLE

AT THE MEETING HELD JANUARY 25, 1995

**HAZARDOUS WASTE MANAGEMENT PLANNING
INTERJURISDICTIONAL AGREEMENT (IJA)**

between

**MEMBER COUNTIES OF THE SAN FRANCISCO REGIONAL HAZARDOUS
WASTE MANAGEMENT CAPACITY ALLOCATION COMMITTEE**

The agreement is executed between each of the member counties of the Bay Area Regional Hazardous Waste Management Capacity Allocation Committee (Committee). Effective September 1994 the member counties are Alameda, Contra Costa, Marin, Napa, San Mateo, San Francisco, Santa Clara, Solano and Sonoma.

WHEREAS, the State of California authorized Counties to prepare Hazardous Waste Management Plans (Plans); and

WHEREAS, the member counties accept responsibility for planning for the proper management of hazardous waste generated within each of their jurisdictions according to the Fair Share principle; and

WHEREAS, the nine San Francisco Bay Area counties (member counties) have executed a memorandum of understanding (MOU) to create the Committee; and

WHEREAS, the Committee, its Technical Advisory Sub-committee, and county staff have worked for several years on developing the recommendations contained herein; and

WHEREAS, the Committee's highest priorities are pollution prevention and hazardous waste minimization as evidenced by the pollution prevention programs and activities of member local governments. The Committee endorses reduction of hazardous waste at the source rather than managing it after its generation through implementation of the following hazardous waste management hierarchy: 1) source reduction; 2) recycling; and 3) waste treatment; and

WHEREAS, the MOU gives the Committee the responsibility to negotiate intercounty agreements with counties having excess hazardous waste management capacity with member counties as well as with non-member counties; and

WHEREAS, the Committee has developed a method to implement the allocation of responsibility for providing hazardous waste management capacity among the member counties based upon the Fair Share principle as set forth in the Committee Report dated August 28, 1991 (Report);

NOW THEREFORE, BE IT RESOLVED, that each of the parties hereto agrees to the following:

1. The member counties accept and approve the findings and conclusions of the Report which establishes the fair share method for allocation of responsibility to provide hazardous waste management capacity within the jurisdictional boundaries of the member counties.
2. Each member county has incorporated by reference the hazardous waste management capacity allocation provisions of this IJA and Report into their approved Plan.
3. Each member county agrees to provide siting opportunities, consistent with their Plan, for treatment or disposal capacity as set forth in the Report.
4. Each member county agrees to the initial fair share allocation of responsibility to provide siting opportunities as described in the Report and summarized below as follows:

Santa Clara	Residuals Repository Capacity
Contra Costa	Incineration Capacity
Sonoma	Stabilization Capacity
Solano	Aqueous Metals Treatment Capacity
Alameda	Other Recycling Capacity
Napa	Other Recycling Capacity
Marin	Other Recycling Capacity
San Mateo and San Francisco*	No allocation

* San Mateo and San Francisco have met their fair share responsibility pursuant to the criteria set forth in the Report.

5. Each member county agrees to revisions of the initial allocation of responsibility as set forth in paragraph 4 hereof pursuant to the methodology outlined in the Report (dated August 28, 1991).
6. Each member county agrees that the Report as dated August 28, 1991, and as periodically updated by the Committee, will result in reasonable hazardous waste management facility siting opportunities that are based on realistic considerations of siting constraints and other restrictions in each county's Plan.

7. Each member county agrees that a project proponent interested in siting a hazardous waste management facility to manage any type of hazardous waste, with any type of treatment and/or disposal methodology, and with any capacity may apply for local land use approval in any county, or city in a county, that is signatory to the IJA. Neither the Report nor this IJA preclude a project proponent from applying to any county, or city in a county, to site a hazardous waste management facility.
8. Each member county agrees, upon application, that every proponent of a hazardous waste management facility project will be advised of the existence of the IJA and the Report. In addition, the lead land use agency will provide the project proponent with materials that explain the application and review process.
9. Each member county agrees that a determination of consistency of a hazardous waste management facility application with the approved county Plan will be found following acceptance and review of the application. The consistency determination will be made by the local land use control body having approval authority for that type of project, as identified in the applicable land use codes, charters, ordinances and resolutions of the jurisdiction.
10. Each member county agrees that such determinations of consistency for an approved project will be made in accordance with California Health & Safety Code section 25135.4.
11. Each member county agrees that any determination of inconsistency can be appealed through the appeals process as specified in California Health & Safety Code sections 25199.9 and 25199.11.
12. Each member county agrees that this IJA and the Report shall be considered by the lead land use agency, and should be considered by the Appeals Board as constituted pursuant to California Health & Safety Code section 25199.10, as evidence of alternative locations for hazardous waste facility projects pursuant to California Health & Safety Code section 25199.11(f)(4); and as evidence of consistency with statewide, regional, and county hazardous waste management policies, goals and objectives pursuant to California Health & Safety Code section 25199.11(f)(5).
13. Each member county confirms that this IJA is identical to the IJA as proposed by the Committee without any change in the proposed language. Therefore, this agreement may be executed in any number of counterparts and each such counterpart shall, for all purposes, be deemed an original, and all such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have authorized this Interjurisdictional Agreement to be executed effective the date set forth above.

ADOPTED BY THE FOLLOWING VOTE:

**AYES: MANNIX, CARSON, RUBIN, WOODWORTH,, MARTIN,
MOFFATT, BUKOWSKI, ZLATNIK, HILSON, WIESKAMP,
NAGY, MILEY, LANDIS, WHITE, DENNIS, POLVOROSA AND
GARFINKLE.**

NOES: NONE

ABSENT: NONE

ABSTAINED:NONE

**THOMAS M. MARTINSEN, EXECUTIVE DIRECTOR
ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY**