King County

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 17, 2015

Ordinance 18166

Proposed No. 2015-0447.3 **Sponsors** Dembowski

AN ORDINANCE relating to construction and demolition waste; authorizing the executive to enter into agreements for the disposition of construction and demolition waste generated within the county jurisdiction; amending Ordinance 8891, Section 3, as amended, and K.C.C. 10.04.020, Ordinance 7737, Section 2, as amended and K.C.C. 10.24.020, Ordinance 10916, Section 1, as amended, and K.C.C. 10.30.010, Ordinance 10916, Section 4, as amended, and K.C.C. 10.30.020, Ordinance 10916, Section 7, as amended, and K.C.C. 10.30.050 and Ordinance 17527, Section 158, and K.C.C. 4A.200.700 and adding a new section to K.C.C. chapter 4A.670.

STATEMENT OF FACTS:

1. Since 1994, the county has contracted with two vendors to provide receiving facilities for construction, demolition and land clearing waste ("CDL"). Because land clearing waste is now usually recycled separately, the term construction and demolition ("C&D") is more commonly used. The existing contracts expire on December 31, 2015. This ordinance continues the practice of contracting with private vendors but includes

enhanced recycling provisions and allows participation by any qualified facility. Other jurisdictions use a similar approach to managing C&D waste, including the city of Seattle, Lewis county and Portland Metro.

2. The King County 2001 Comprehensive Solid Waste Management Plan specifies that the following actions occur upon expiration of the existing contracts: "The executive, in consultation with the Solid Waste Advisory Committee and appropriate staff from cities in the region, shall propose to the council alternatives for future handling of CDL that will best suit the region as a whole. A goal of the preferred alternative should be to increase the amount of CDL recycled from work and disposal sites. The council shall approve the CDL handling program by ordinance."

3. In order to meet the goal of increasing the amount of C&D recycled from work and disposal sites, this ordinance authorizes the solid waste division of the department of natural resources and parks to enter agreements with privately-owned C&D waste receiving facilities which establish minimum recycling requirements for C&D material.

4. Establishing recycling requirements for C&D waste and developing administrative criteria which allow for monitoring of C&D facilities to ensure compliance will serve the dual purpose of providing more receiving facilities for C&D waste and increasing recycling.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 8891, Section 3, as amended, and K.C.C.10.04.020 are each hereby amended to read as follows:

The definitions in this section apply throughout this title unless the context clearly requires otherwise:

A. "Adjunct transfer station" means a privately owned and operated transfer facility authorized by the county to receive, consolidate and deposit municipal solid waste into larger transfer vehicles for transport to and disposal at county-authorized solid waste facilities.

B. "Asbestos-containing waste material" means any waste that contains or is contaminated with asbestos-containing material. "Asbestos-containing waste material" includes asbestos waste from control equipment, materials used to enclose the work area during an asbestos project, asbestos-containing material collected for disposal, asbestos-contaminated waste, waste, containers, bags, protective clothing or HEPA filters. Asbestos-containing waste material does not include samples of asbestos-containing material taken for testing or enforcement purposes.

C. "Ashes" means the residue including any air pollution control equipment flue dusts from combustion or incineration of material including solid wastes.

D. "Biomedical waste" means and is limited to the following types of waste defined as "biomedical waste" in RCW 70.95K.010, as now or as hereafter amended: animal waste, biosafety level 4 disease waste, cultures and stocks, human blood and blood products, pathological waste, sharps waste and any other waste determined to be infectious by the generator's infection control staff or committee.

E. ((~~"CDL"~~)) "C&D" means construction((~~,~~)) and demolition ((~~and land-clearing~~)) waste.

F. "((~~CDL~~)) C&D receiving facility" means any properly licensed or permitted facility that is designated by the county as the facility to which ((~~CDL~~)) C&D waste, including residual ((~~CDL~~)) C&D waste, is required to be delivered under this Code. A ((~~CDL~~)) C&D receiving facility may be either a material recovery facility ((~~, an intermodal facility and/~~))or a transfer facility, or both.

G. "((~~CDL~~)) C&D recycling facility" means any properly licensed or permitted facility at which recyclable ((~~CDL~~)) C&D waste is removed from mixed ((~~CDL~~)) C&D waste for reuse or remanufacture into a usable product.

H. "Certificated hauler" means any person engaged in the business of solid waste handling having a certificate of convenience and necessity granted by the Washington Utilities and Transportation Commission for that purpose.

I. "Charitable organization" means any organization that meets the following criteria: must be defined by the Internal Revenue Service as a 501(c)3 charitable organization; must be engaged as a primary form of business in the processing of abandoned goods for resale or reuse; and must have an account with the solid waste division.

J. "Clean mud and dirt" means mud and dirt that meet the definition of "natural background" in this title, as currently enacted and as hereafter amended.

K. "Clean wood" means stumps and branches over four inches in diameter and construction lumber free of paint, preservatives, metals, concrete and other nonwood additives or attachments.

L. "Clean wood collection area" means an area used by county residents, businesses and institutions to deposit source-separated clean wood.

M. "Closure" means those actions taken by the owner or operator of a solid waste facility to cease disposal operations or other solid waste handling activities, and to ensure that all such facilities are closed in conformance with applicable rules at the time of the closure and to prepare the site for the post-closure period.

N. "Commercial hauler" means any person, including, but not limited to, certificated haulers, contract haulers and others collecting or transporting solid waste for hire or consideration.

O. "Compacted waste" means any solid waste whose volume is less than in the loose condition as a result of compression.

P. "Composted material" means organic solid waste that has undergone biological degradation and transformation under controlled conditions designed to promote aerobic decomposition at a solid waste facility in compliance with the requirements of this title; Natural decay of organic solid waste under uncontrolled conditions does not result in composted material.

Q. "Composting" means the biological degradation and transformation of organic solid waste under controlled conditions designed to promote aerobic decomposition. Natural decay of organic solid waste under uncontrolled conditions is not composting.

R. "Comprehensive solid waste management plan" means the King County plan prepared in accordance with chapter 70.95 RCW, as enacted or hereafter amended.

S.1. "Construction((~~,~~)) <u>and</u> demolition ((~~and land-clearing (CDL)~~)) <u>(C&D)</u> waste" means any <u>nonputrescible</u> recyclable or nonrecyclable waste that results from construction, remodeling, repair or demolition of buildings, roads or other structures((~~, or from land-clearing for development,~~)) and requires removal from the site of

construction((~~,~~)) or demolition ((~~or land clearing~~)). Except where otherwise expressly provided, "((~~CDL~~)) C&D waste" ((~~or "county CDL waste"~~)) means ((~~CDL~~)) C&D waste generated in the county jurisdiction. ((~~CDL waste includes, but is not limited to, the following listed materials:~~

~~a. "Construction waste," which includes: wood, concrete, drywall, masonry, roofing, siding, structural metal, wire, insulation and other building material; and plastics, styrofoam, twine, baling and strapping materials, cans, buckets and other packaging materials and containers. "Construction waste" also includes sand, rocks and dirt that are used in construction and that do not meet the definitions of clean mud and dirt or unacceptable waste;~~

~~b. "Demolition waste," which includes concrete, asphalt, wood, masonry, roofing, siding, structural metal, wire, insulation and other materials found in demolished buildings, roads and other structures. "Demolition waste" also includes sand, rocks and dirt that result from demolition and that do not meet the definitions of clean mud and dirt or unacceptable waste; and~~

~~c. "Land-clearing waste," which includes natural vegetation and minerals such as stumps, brush, blackberry vines, tree branches, associated dirt and sand, tree bark, sod and rocks.~~))

2. "((~~CDL~~)) C&D waste" does not include ((~~clean mud and dirt,~~)) land clearing materials such as soil, rock, vegetation or contaminated soil, friable asbestos-containing waste material as defined under Regulation III, Article 4 of the Puget Sound Clean Air Agency, unacceptable waste, garbage, sewerage, animal carcasses or any other solid waste that does not meet the definition of ((~~CDL~~)) C&D waste.

134 T. "Container" means a portable device used for the collection, storage and/or
135 transportation of solid waste including, but not limited to, reusable containers, disposable
136 containers and detachable containers.

137 U. "Contaminated soil" means any soil that does not meet the definition of
138 "natural background" in the soil cleanup standards of the chapter 173-340 WAC, as
139 currently enacted and as hereafter amended.

140 V. "Contract hauler" means any person engaged in the business of solid waste
141 handling having a contract with a city or town for that purpose.

142 W. "County jurisdiction" means the geographic area for which King County
143 government has comprehensive planning authority for solid waste management either by
144 law, such as unincorporated areas, or by interlocal agreement, or both.

145 X. "County solid waste" means all solid waste generated, collected or disposed
146 within the county jurisdiction.

147 Y. "Curbside collection" means the pick-up of recyclable materials and solid
148 waste from a household. This pick-up may be at a curb, end of driveway or alleyway
149 from either a single family or multifamily dwelling.

150 Z. "Dangerous wastes" means any solid waste designated as dangerous waste by
151 the Washington state Department of Ecology under chapter 173-303 WAC, Dangerous
152 waste regulations.

153 AA. "Department" means any executive department and administrative office as
154 defined by King County ordinance or other applicable law and includes, but is not limited
155 to, all county agencies not associated with a department, such as the prosecuting attorney,
156 the assessor, the sheriff and the council.

BB. "Director" means the director of the department of natural resources and parks or the director's designee.

CC. "Disposal" means the discharge, deposit, injection, dumping, leaking or placing of any solid waste into or on any land or water.

DD. "Disposal facility" means a facility or facilities ((~~approved by the council~~)) where any final treatment, utilization, processing or disposal of solid waste occurs.

EE. "Disposal system" means the system of solid waste facilities, rules and procedures established in accordance with this title.

FF. "Diversion rate" means a measure of the amount of waste materials being diverted for recycling compared with the total amount that would otherwise be thrown away.

GG. "Division" means the solid waste division of the King County department of natural resources and parks.

HH. "Division director" means the manager of the solid waste division of the department of natural resources and parks of King County, or the division manager's designee.

II. "Drop box facility" means a facility used for the placement of a detachable solid waste container, such as a drop box, including the area adjacent for necessary entrance and exit roads, unloading and turnaround areas. A drop box facility normally serves self-haulers with loose loads and receives waste from off-site. A drop box facility may also include containers for separated recyclable materials.

JJ. "Environmentally preferable products" means products that have fewer or reduced negative impacts on human health or the environment compared to competing

180 products that serve the same purpose. This comparison may consider raw materials
181 acquisition, production, manufacturing, packaging, distribution, operation, maintenance,
182 reuse and disposal of the product.

183 KK. "Facility" means all contiguous land and structures, other appurtenances,
184 and improvements on the land used for the management of solid waste.

185 LL. "Federal guidance" means guidelines provided by the United States
186 Environmental Protection Agency, the Offices of the Federal Environmental Executive,
187 federal executive orders or other guidelines offered by federal agencies.

188 MM. "Franchise area" means a certificated hauler's territorial collection area,
189 which is delineated in the certificate of convenience and necessity issued by the
190 Washington Utilities and Transportation Commission.

191 NN. "Garbage" means all putrescible wastes, except the following:

192 1. Organics that have been source separated for the purpose of recycling,

193 2. Sewage; and

194 3. Sewage sludge.

195 OO. "Hazardous waste" includes, but is not limited to, explosives, medical
196 wastes, radioactive wastes, pesticides and chemicals that are potentially harmful to the
197 public health or the environment. Unless otherwise defined by the health department,
198 "hazardous waste" has the same meaning as defined by the Washington state Department
199 of Ecology in the Washington Administrative Code.

200 PP. "Hazardous waste management plan" means a plan for managing moderate
201 risk wastes, under RCW 70.105.220.

202 QQ. "Health department" means the Seattle-King County department of public
203 health.
204 RR. "Health officer" means the health department director or his or her
205 designated representative.
206 SS. "Host city" means a city that has a county transfer facility within its
207 incorporated boundaries.
208 TT. "Household hazardous waste" means any waste that exhibits any of the
209 properties of dangerous wastes that is exempt from regulation under chapter 70.105
210 RCW, Hazardous waste management, solely because the waste is generated by
211 households. Household hazardous waste can also include other solid waste identified in
212 the local hazardous waste management plan.
213 UU. "Illegal dumping" means disposing of solid waste in any manner other than
214 in a receptacle specifically provided for that purpose, in any public place, public road,
215 public park or private property or in the waters of King County, except as authorized by
216 King County or at the official solid waste disposal facility provided by the county.
217 VV. "Industrial solid wastes" means solid waste generated from manufacturing
218 operations, food processing, or other industrial processes.
219 WW. "Interlocal forum" means representatives of the metropolitan King County
220 council and representatives of incorporated cities and towns within King County
221 designated by the Suburban Cities Associated and by interlocal agreement to discuss
222 solid waste issues and facilitate regional cooperation in solid waste management. The
223 regional policy committee of the council is designated by interlocal agreements between
224 suburban cities and the county as the solid waste interlocal forum.

225 XX. "Intermediate solid waste handling facility" means any intermediate use or
226 processing site engaged in solid waste handling that is not the final site of disposal. This
227 includes material recover facilities, transfer stations, drop boxes, baling and compaction
228 sites.

229 YY. "Intermodal facility" means any facility operated for the purpose of
230 transporting closed containers of waste from one mode of transportation to another and
231 the containers are not opened for further treatment, processing or consolidation of the
232 waste.

233 ZZ. "King County solid waste advisory committee" means the committee formed
234 in accordance with K.C.C. chapter 10.28 and chapter 70.95 RCW to advise the county on
235 solid waste management planning, assist in the development of programs and policies
236 concerning solid waste management and review and comment on the comprehensive
237 solid waste management plan and other proposed solid waste management rules, policies
238 or ordinances before adoption.

239 AAA. "Landfill" means a disposal facility or part of a facility at which solid
240 waste is permanently placed in or on land including facilities that use solid waste as a
241 component of fill.

242 BBB. "Landfill gas" means gas produced by the microbial decomposition of
243 municipal solid waste in a landfill.

244 CCC. "Level of service" means the level and degree of service provided at
245 facilities, including hours of operation, classes of customers served and recyclable
246 materials collection available.

DDD. "Liquid waste" means any solid waste that is deemed to contain 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-846.31.

EEE. "Littering" means to accumulate, or place, throw, deposit, put into or in any land or water or otherwise dispose of solid waste including rubbish, ashes, garbage, dead animals, industrial solid waste and all other waste material of every kind and description in any manner except as authorized by this chapter.

FFF. "Material recovery facility" or "MRF" means any facility that ((~~collects, compacts, repackages, sorts and/or~~)) processes for transport mixed C&D waste or source separated solid waste for the purpose of recycling.

GGG. "Mixed ((~~CDL~~)) C&D waste" means ((~~CDL~~)) C&D waste containing both recyclable and nonrecyclable ((~~CDL~~)) C&D waste material that has not been separated. ((~~Mixed CDL waste contains more than ten percent but less than ninety percent recyclable CDL waste by volume.~~))

HHH. "Mixed waste processing" means sorting of solid waste after collection from the point of generation to remove recyclable materials from the solid waste to be disposed.

III. "Moderate risk waste" means solid waste that is limited to conditionally exempt small quantity generator (CESQG) waste and household hazardous waste (HHW) as defined in chapter 173-350 WAC.

JJJ. "Municipal solid waste" or "MSW" means a subset of solid waste that includes unsegregated garbage, rubbish and similar solid waste material discarded from residential, commercial, institutional and industrial sources and community activities,

including residue after recyclable materials have been separated. Solid waste that has been segregated by source and characteristic may qualify for management as a non-MSW solid waste, at a facility designed and operated to address the waste's characteristics and potential environmental impacts. "MSW" does not include:

1. Dangerous wastes other than wastes excluded from the requirements of WAC 173-303 in WAC 173-303-071, such as household hazardous wastes;

2. Any solid waste, including contaminated soil and debris, resulting from response action taken under section 104 or 106 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601), chapter 70.105D RCW, WAC 173-340 or a remedial action taken under those rules; or

3. Mixed or segregated recyclable material that has been source-separated from garbage, rubbish and similar solid waste. The residual from source separated recyclable materials is MSW.

KKK. "Natural background" means the concentration of a hazardous substance consistently present in the environment that has not been influenced by localized human activities.

LLL. "Noncommercial user" means any person who uses King County solid waste facilities but is not engaged in the business of solid waste handling.

MMM. "Nonrecyclable ((~~CDL~~)) C&D waste" means any ((~~CDL~~)) C&D waste that is not recyclable ((~~CDL~~)) C&D waste. C&D waste used as alternative daily cover for landfills or as a waste stabilizer is considered nonrecyclable C&D waste.

NNN. "Oil" means engine lubricating, gear, hydraulic, fuel and other types of oil.

292 OOO. "Operating hours" means those times during which solid waste facilities
293 are normally open and available for the delivery of solid waste.
294 PPP. "Organics" means yard waste, food waste and soiled paper products
295 determined by the division director to be acceptable for composting.
296 QQQ. "Person" means any individual, association, business, firm, corporation,
297 limited liability corporation, copartnership, marital community, political subdivision,
298 municipality, government agency, industry, public or private corporation or any other
299 entity whatever.
300 RRR. "Post-closure" means the requirements placed upon disposal facilities after
301 closure to ensure their environmental safety for at least a thirty-year period or until the
302 site becomes stabilized, which means there is little or no settlement, gas production or
303 leachate generation.
304 SSS. "Postconsumer material" means material has been previously used by
305 consumers that is diverted from the solid waste stream.
306 TTT. "Practicable" means satisfactory in performance and available at a fair and
307 reasonable price.
308 UUU. "Primary recyclable materials" means recyclable materials that are
309 commonly collected and are included under the minimum service levels for recycling
310 collection programs. These include paper, cardboard, glass, tin and aluminum beverage
311 containers, high density polyethylene (HDPE) and polyethylene terephthalate (PET)
312 bottles and yard waste less than four inches in diameter, four feet long, or both.
313 VVV. "Product stewardship" means taking measures to minimize the impacts of
314 a product on the environment during its life cycle. The principle of product stewardship

applies to designers, suppliers, manufacturers, distributors, retailers, consumers, recyclers and disposers.

WWW. "Putrescible waste" means solid waste that contains material capable of being readily decomposed by microorganisms and which is likely to produce offensive odors.

XXX. "Reclamation site" means a location used for the processing or the storage of recycled waste.

YYY. "Recovered material" means waste material that has been recovered from the solid waste stream, but does not include material generated from and commonly reused on site in an original manufacturing process.

ZZZ. "Recyclable ((~~CDL~~)) C&D waste" means ((~~CDL~~)) C&D waste material that can be kept out of or recovered from ((~~CDL~~)) C&D waste and reused or transformed into a usable product. Recyclable ((~~CDL~~)) C&D waste may consist of a single type of recyclable material or a mixture of two or more types of recyclable material. Material used to produce hog fuel is recyclable ((~~CDL~~)) C&D waste.

AAAA. "Recyclable materials" means those solid wastes that are separated for reuse, recycling or composting, including, but not limited to, papers, cardboard, metals, glass, plastic bottles and containers, plastic bags, yard waste, food waste, wood waste, chemicals, oil, textiles, white goods and other materials that are identified as recyclable material under the King County comprehensive solid waste management plan.

BBBB. "Recycled paper" means paper meeting recycled content standards in federal guidance.

CCCC. "Recycled product" means a product manufactured with the maximum practicable amount of recovered material, especially postconsumer material.

DDDD. "Recycling" means transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill disposal or incineration. "Recycling" does not include collection, compacting, repackaging, and/or sorting for the purpose of transport. "Recycling" does not include combustion of solid waste or preparation of a fuel from solid waste.

EEEE. "Region" means the area encompassing those cities with solid waste signed interlocal agreements and unincorporated areas of King County that are included in the comprehensive solid waste management plan. "Region" includes all of King County except the cities of Seattle and Milton.

FFFF. "Regional direct" means any solid waste generated and collected in King County and transported to Cedar Hills regional landfill by conventional long haul transfer vehicles from privately owned solid waste transfer stations or intermediate handling facilities permitted by the health department as provided for in King County board of health regulations.

GGGG. "Regulated refrigerant" means a class I or class II substance as listed in Title VI of the Federal Clean Air Act Amendments of 1990.

HHHH. "Residual ((~~CDL~~)) C&D waste" means the nonrecyclable waste remaining after recycling processes have removed recyclable waste.

IIII. "Reuse" means the return of a commodity into the economic stream for use.

JJJJ. "Rubbish" means all nonputrescible wastes, except materials that have been source separated for the purpose of recycling.

360 KKKK. "Rural transfer facilities" means the Vashon and Enumclaw transfer
361 stations, the Cedar Falls and Skykomish drop box facilities and other facilities the
362 division director designates as rural transfer facilities.

363 LLLL. "Salvaging" or "scavenging" means the removal of materials from a solid
364 waste facility without the authorization of the division director and the health officer.

365 MMMM. "Secondary recyclable materials" means those recyclable materials that
366 have not been designated as being included in the county's minimum service levels for
367 recyclable materials collection. "Secondary recyclable" are those with generally limited
368 markets, a lack of collection systems or a limited number of generators of the material.

369 NNNN. "Secured load" means a load of solid waste that has been securely
370 fastened, covered, or both in a manner that will prevent the covering or any part of the
371 load from becoming loose, detached or leaving the vehicle while the vehicle is moving
372 except sand may be dropped for the purpose of securing traction.

373 OOOO. "Self-hauler" means county residents, business and institutions who
374 choose to bring their municipal solid waste and recyclable materials to the transfer
375 facilities themselves.

376 PPPP. "Shall" and "will" in a policy mean that it is mandatory to carry out the
377 policy. "Should" in a policy provides noncompulsory guidance and establishes some
378 discretion in making decisions. "May" in a policy means that it is in the interest of the
379 county or other named entity to carry out the policy but there is a total discretion in
380 making decisions.

381 QQQQ. "Solid waste" or "wastes" means all putrescible and nonputrescible solid
382 and semisolid wastes, except wastes identified in WAC 173-350-020, including, but not

limited to, garbage, rubbish, ashes, industrial wastes, commercial waste, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, discarded commodities and recyclable materials.

RRRR. "Solid waste collection entity" means every person owning, controlling, operating or managing vehicles used in the business of transporting solid waste for collection or disposal, or both, for compensation including all certificated haulers, any city using its own employees or any person operating under a contract with or franchise from a city or town performing solid waste collection services within the jurisdiction.

SSSS. "Solid waste facility" means a disposal facility or intermediate solid waste handling facility. "Solid waste facility" includes, but is not limited to, transfer stations, intermodal facilities, landfills, incinerators, composting plants and facilities for the recycling or recovery of resources from solid waste or the conversion of the energy from solid waste to more useful forms or combinations thereof. "Solid waste facility" includes all contiguous land, including buffers and setbacks, and structures, other appurtenances and improvements on the land used for solid waste handling.

TTTT. "Solid waste interlocal agreement" means an agreement between a city and the county for use of the King County solid waste system for disposal of solid waste generated or collected within the city.

UUUU. "Solid waste management" means the systematic administration of activities that provide for the reduction in generated volume, source separation, collection, storage, transportation, transfer, recycling, processing, treatment and disposal

of solid waste. "Solid waste management" includes public education and marketing activities.

VVVV. "Solid waste system" means King County's system of solid waste facilities as authorized under RCW 36.58.040 as here enacted or otherwise ((~~f~~))amended((~~j~~)) and as established in accordance with the approved King County comprehensive solid waste management plan.

WWWW. "Source separation" means the separation of recyclable materials from other solid waste at the place where the waste originates.

XXXX. "Special waste" means all nonhazardous wastes that have special handling needs or have specific waste properties that require waste clearance by either the division or the health department, or both. These wastes are specified in the waste acceptance rule (P.U.T. 7-1-5 (PR) or future amendments of that rule), and include contaminated soil, asbestos-containing materials, wastewater treatment plant grit, industrial wastes and other wastes.

YYYY. "Suspect waste" means any waste the division director suspects may be unauthorized waste.

ZZZZ. "Sustainable building principles" means the use of energy- and resource-efficient site and building design, construction, operations and management.

AAAAA. "Transfer facility" means a permanent fixed, supplemental collection and transportation facility used by either persons or route collection vehicles, or both to deposit collected solid waste from off-site into a larger transfer vehicle for transport to a solid waste handling facility. "Transfer facility" may also include recycling ((~~facilities~~)) operations.

428 BBBBB. "Unacceptable waste" means any material for which the transportation
429 or disposal would constitute a violation of any governmental requirement pertaining to
430 health, safety or the environment. The material may include, but is not limited to,
431 hazardous, extremely hazardous or dangerous waste as designated under Washington
432 state or federal law, including, but not limited to, regulations contained in the Washington
433 Administrative Code, now in effect or as may be hereafter amended ((~~after October 22,~~
434 ~~2007~~)), or in the Code of Federal regulations, now in effect or ((~~after October 22, 2007~~))
435 as may be hereafter amended.

436 CCCCC. "Unauthorized waste" means waste that is not acceptable for disposal at
437 any or a specific solid waste facility according to applicable rules or a determination of
438 the division director.

439 DDDDD. "Uncompacted waste" means any solid waste in an uncompressed or
440 loose condition.

441 EEEEE. "Unincorporated service area" means the geographical area of
442 unincorporated King County designated to receive the solid waste, recyclable material
443 and organics collection services defined in this chapter. The unincorporated service area
444 does not include:

445 1. Vashon Island (served under Certificate No. G-87, Tariff No. 7);

446 2. Snoqualmie pass (served under Certificate No. G-237, Tariff No. 10); and

447 3. Areas where residential garbage collection service is not provided by a
448 certificated hauler.

449 FFFFF. "Unsecured load" means a load of solid waste that has not been securely
450 fastened, covered, or both to prevent the covering or any part of the load from becoming
451 loose, detached or leaving the vehicle while the vehicle is moving.
452 GGGGG. "Urban transfer facilities" means the county's Algona, Bow Lake,
453 Factoria, Houghton, Shoreline, and Renton transfer facilities and other transfer facilities
454 the division director designates as urban transfer facilities.
455 HHHHH. "Washington Utilities and Transportation Commission" means the state
456 commission created under chapter 80.01 RCW, as now enacted or hereafter amended.
457 IIIII. "Waste export" means the act of sending waste to a disposal facility out of
458 the region.
459 JJJJJ. "Waste reduction" means reducing the amount or type of waste generated.
460 KKKKK. "Waste stream" means the total flow of solid waste from homes,
461 businesses, institutions and manufacturing plants that must be recycled or disposed in
462 landfills, or any segment thereof, such as the "residential waste stream" or the "recyclable
463 waste stream."
464 LLLLL. "White goods" means major appliances, including refrigerators,
465 freezers, heat pumps, air conditioners, stoves, ranges, dishwashers, washers, dryers, trash
466 compactors, dehumidifiers and other appliances specified by the division director.
467 MMMMM. "White goods collection area" means an area used by county
468 residents to deposit source separated white goods.
469 NNNNN. "Wood waste" means solid waste consisting of wood pieces or
470 particles generated as a byproduct resulting from the handling and processing of wood,
471 including, but not limited to, hog fuel, sawdust, shavings, chips, bark, small pieces of

472 wood, stumps, limbs and any other material composed largely of wood that has no
473 significant commercial value, but does not include slash developed from logging
474 operations unless disposed of on a different site, and does not include wood pieces or
475 particles containing chemical preservatives such as creosote, pentachlorophenol or
476 copper-chrome-arsenate.

477 OOOOO. "Woody debris" means natural vegetation greater than four inches in
478 diameter, four feet in length, or both, such as stumps, fallen tree branches or limbs,
479 resulting from land clearing activity, storms or natural disasters.

480 PPPPP. "Yard waste" means a compostable organic material generated in yards
481 or gardens, including but not limited to, leaves, grass, branches, prunings and clippings of
482 woody and fleshy plants and unflocked holiday trees, but does not include rocks, dirt or
483 sod, concrete, asphalt, bricks, land-clearing wastes, demolition wastes, wood waste or
484 food waste.

485 QQQQQ. "Yard waste collection area" means an area used by county residents,
486 businesses and institutions to deposit source-separated yard waste.

487 RRRRR. "Zero waste of resources" is a planning principle and framework
488 designated to eliminate the disposal of materials with economic value through reuse,
489 recycling, or both.

490 SECTION 2. Ordinance 7737, Section 2, as amended, and K.C.C. 10.24.020 are
491 each hereby amended to read as follows:

492 A. The division shall maintain an updated comprehensive solid waste
493 management plan and shall review and propose plan revisions, if necessary to the council

494 at least once every five years in accordance with RCW 70.95.110, as now enacted or
495 hereafter amended.
496 B. The county solid waste advisory committee shall review and comment upon
497 the proposed plan before its submittal to the council for adoption.
498 C. The interlocal forum shall have the following responsibilities:
499 1. Advise the county council and county executive and other jurisdictions as
500 appropriate on all policy aspects of solid waste management and planning, and consult
501 with and advise the division on technical issues;
502 2. Review and comment on alternatives and recommendations for the county
503 comprehensive solid waste management plan and facilitate approval of plan by each
504 jurisdiction;
505 3. Review proposed solid waste interlocal agreements between the county and
506 cities for planning, recycling and waste stream control;
507 4. Review disposal rate proposals;
508 5. Review status reports on: waste stream reduction, recycling, energy and
509 resource recovery; and solid waste operations with interjurisdictional impact;
510 6. Promote information exchange and interaction between waste generators,
511 local governments with collection authority, recyclers and county-planned and operated
512 disposal system;
513 7. Provide coordination opportunities between the division, local governments,
514 private operators and recyclers; and
515 8. Aid cities in recognizing municipal solid waste responsibilities, including
516 collection and recycling, and effectively carrying out those responsibilities.

517 D. The division shall seek public comment on the preliminary draft
518 comprehensive solid waste management plan, in addition to conducting the public review
519 and comment procedures required by the state Environmental Policy Act. Copies of the
520 plan should be provided to county cities, community organizations and the county
521 council, and shall be posted on the county's web site. The public comment period on the
522 preliminary draft shall be at least thirty days and shall be completed before the division
523 transmits the preliminary draft to the Washington state Department of Ecology. The
524 division should provide community organizations, commissions, cities and individuals an
525 opportunity to submit written statements. If necessary, the division should revise the
526 preliminary draft to address comments received.

527 E. The council's committee of the whole or another committee designated by the
528 council may hold hearings on the preliminary draft plan and the council shall hold a
529 public hearing on the final draft plan before adoption of the plan. Any city using county
530 solid waste facilities shall be notified of these public hearings and shall be requested to
531 comment on the plan.

532 F. The division shall submit to the council by May 1 of each year an annual
533 report of its progress toward objectives identified in the plan. <u>That report shall also</u>
534 <u>describe progress in implementing the provisions of the construction and demolition</u>
535 <u>("C&D") waste program as set forth in KC.C. chapter 10.30, including, but not limited to,</u>
536 <u>participation by vendors who have signed designated facility agreements; the numbers of</u>
537 <u>enforcement actions and types of enforcement actions; effectiveness of enforcement</u>
538 <u>strategy; engagement with vendors on enforcement strategies, through mechanisms such</u>
539 <u>as an enforcement advisory group or outreach efforts; regulatory fee collection;</u>

effectiveness of efforts to ensure that waste is delivered exclusively to designated facilities; volumes and nature of residual C&D waste being sent to landfills for disposal; and C&D recycling rate. The division must file the report in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers.

G. Solid waste interlocal agreements between the county and cities wishing to plan jointly with the county or to authorize the county to plan for them shall identify which party is responsible for city solid waste operational plans, tonnage forecasts and recycling goals.

H. The division shall provide staff support to the metropolitan solid waste management advisory committee and the interjurisdictional technical staff group.

SECTION 3. Ordinance 10916, Section 1, as amended, and K.C.C. 10.30.010 are each hereby amended to read as follows:

The purpose of this chapter is to assure that there will be ((~~a CDL~~)) C&D disposal ((~~facility~~)) facilities to serve King County, that in accordance with the comprehensive solid waste management plan, C&D is recycled to the maximum extent feasible, that the Cedar Hills regional landfill may continue to be dedicated to receiving municipal solid waste (MSW), and that ((~~CDL~~)) C&D disposal is subject to King County's strict environmental controls.

SECTION 4. Ordinance 10916, Section 4, as amended, and K.C.C. 10.30.020 are each hereby amended to read as follows:

A. ((~~The following f~~))Facilities((~~,~~)) either owned,((~~and operated by vendors with whom~~)) operated, or both, by a person or persons with which King County has

((~~contracts~~)) agreements for ((~~CDL~~)) C&D handling, are designated as the ((~~CDL~~)) receiving facilities for all mixed and nonrecyclable ((~~CDL~~)) C&D waste generated ((~~in unincorporated King County and in any jurisdiction with which King County has an interlocal agreement for solid waste management:~~

~~1. Regional Disposal Company facilities:~~

~~a. Rabanco Recycling and Waste Reduction Center, 2733 Third Avenue South, Seattle; and~~

~~b. Regional Disposal Company Black River Transfer and Recycling Facility, Monster Road, Renton;~~

~~2. Waste Management, Inc., facilities:~~

~~a. Eastmont Transfer Station and Material Recovery Facility, 7201 West Marginal Way, Southwest, Seattle;~~

~~b. Seattle Intermodal Facility (Argo Yard), 5000 Denver Avenue South, Seattle;~~

~~c. Recycling Northwest (RNW), 6555 H Street, Auburn; and~~

~~d. Cascade Recycling Center (CRC) 14020 NE 190th St., Woodinville.~~

~~Any additional CDL receiving facilities will be identified by amendment of this chapter~~)) within the county jurisdiction. All generators, handlers and collectors of ((~~CDL~~)) mixed and nonrecyclable C&D waste ((~~shall deliver or ensure delivery of all nonrecyclable CDL waste~~)) generated within the county's jurisdiction shall deliver, or ensure delivery to, a designated ((~~CDL~~)) C&D receiving facility ((~~, or alternate receiving facility~~)) specified by the division director, except as permitted by subsections C.((~~, D.~~)) and E. of this section.

B. The division director ((~~is authorized to ensure that vendors remain in compliance with all terms of King County's contract or contracts for CDL~~)) shall enforce the agreements with owners of designated facilities for C&D recycling and waste handling services. If the division director determines the ((~~contractor~~ owner is not in compliance with the ((~~contract~~)) agreement, the division director ((~~will notify the executive and the council, and may designate an alternative CDL receiving facility~~)) may suspend that owner's right to accept mixed C&D and nonrecyclable C&D waste during the period of noncompliance.

C. Recyclable ((~~CDL waste~~)) C&D materials may be transported to any ((~~CDL~~)) C&D recycling facility or to a recycling market in or outside of King County((~~provided, nonrecyclable CDL waste does not exceed ten percent of the total volume per load~~)).

D. ((~~Mixed CDL waste, shall be taken only to a designated CDL receiving facility, except that it may be taken to a CDL recycling facility located in King County when permitted by the contract applicable laws only when the following conditions apply:~~

~~1. A designated CDL receiving facility cannot recycle the specific types of recyclable materials, and the CDL recycling facility is able to recycle such materials;~~

~~2. The recyclable materials involved comprise more than fifty percent by volume of the load being delivered; and~~

~~3. All residual CDL waste is taken to a designated CDL receiving facility~~)) Violations of this subsection are subject to enforcement authority under K.C.C. 10.30.030 and the enforcement actions under K.C.C. 10.30.040.

E.1. Notwithstanding subsections A., B., C. and D. of this section, the county may accept small quantities of ((~~CDL~~)) C&D waste at its solid waste facilities when such small quantities of ((~~CDL~~)) C&D waste are:

a. transported by vehicles or trailers that do not have mechanized dump beds, either hydraulic or otherwise; or

b. contained in loads of municipal solid waste((~~, but only when the percentage of recyclable CDL waste does not exceed ten percent of the total load by volume~~)).

2. Notwithstanding subsection E.1. of this section, the county may ((~~in its sole discretion~~)) accept ((~~CDL~~)) C&D waste in excess of the limitations of this section ((~~and take formal or informal enforcement action against the person transporting such waste to a county facility~~)) at county-owned transfer stations that comply with the recycling requirements in this chapter or that collect and transfer C&D waste to facilities designated in accordance with subsection A. of this section.

F. The county guarantees no minimum volume of ((~~nonrecycled CDL~~)) mixed and nonrecyclable C&D waste to be delivered to the designated ((~~CDL~~)) C&D receiving facilities. The county intends and expressly reserves the right to encourage reductions in the waste stream through increased recycling.

G. The division director shall develop and publish on the division's website a list of readily recyclable C&D materials that are banned from disposal by a C&D receiving facility from disposing at a landfill and update this list based on current market conditions and regional processing capacity for recyclable C&D materials.

SECTION 5. Ordinance 10916, Section 7, as amended, and K.C.C. 10.30.050 are each hereby amended to read as follows:

A ((~~surcharge of four dollars twenty-five cents per ton,~~)) fee as specified in section 6 of this ordinance, is imposed on ((~~CDL~~)) C&D wastes generated in the county's jurisdiction and ((~~delivered to CDL receiving facilities~~)) disposed by C&D receiving facilities at landfills for the purpose of funding division costs to manage the ((~~CDL~~)) C&D recycling and disposal program ((~~including without limitation, recycling incentives and related expenses~~)). ((~~The contractor shall remit all surcharge amounts and receipts to the solid waste division on a monthly basis. The contractor~~)) Owners of facilities with which the county has an agreement for their facilities to receive C&D waste shall provide to the county upon request any information necessary to verify the collection and remittance of the ((~~surcharge~~)) fee. The owner shall remit all fee amounts to the solid waste division monthly.

NEW SECTION. SECTION 6. There is hereby added to K.C.C. chapter 4A.670 a new section to read as follows:

The fee imposed on the disposal of C&D wastes generated in the county's jurisdiction under K.C.C. 10.30.050 is four dollars and twenty-five cents per ton. All fee amounts remitted to the solid waste division shall be deposited in a subfund within the solid waste operating fund established in K.C.C. 4A.200.700, to be used for the purposes stated in K.C.C. 10.30.050.

SECTION 7. Ordinance 17527, Section 158, and K.C.C. 4A.200.700 are each hereby amended to read as follows:

A. There is hereby created a solid waste operating fund.

B. The fund is a first tier fund. The fund is an enterprise fund.

653 C. The director of the department of natural resources and parks shall be the
654 manager of the fund.
655 D. All receipts from the disposal fee and other revenues shall be deposited in the
656 fund.
657 E. All fee amounts remitted to the solid waste division as specified in section 6 of
658 this ordinance shall be deposited in a subfund of the fund, to be used for the purpose of
659 funding division costs to manage the C & D recycling and disposal program.
660 SECTION 8. The King County executive is hereby authorized to enter into
661 agreements with C&D receiving facilities, substantially in the form of Attachment A to
662 this ordinance, that establish the roles and responsibilities of the facilities in resource
663 recovery and disposing of C&D waste. However, the effective date of any such
664 agreements shall not be before January 1, 2016.
665 SECTION 9. A. The executive shall submit a report to the council by April 30,
666 2016, describing implementation of the C&D program to date, including efforts to
667 coordinate with adjacent counties in which C&D processing facilities, whose
668 management has expressed interest in participating as designated facilities in King
669 County's C&D program, are located. The report shall address:
670 1. The number and geographic location of vendors who have signed designated
671 facility agreements;
672 2. The monthly amount of C&D waste being recycled and processed at
673 designated facilities; and

674 3. Coordination efforts with adjacent counties to address potential streamlining
675 of fees and enforcement, as well as any legislation needed to implement the coordinated
676 efforts.

677 B. The report shall be filed in the form of a paper and an electronic copy with the
678 clerk of the council, who shall retain the paper copy and forward an electronic copy to all

679 councilmembers.

680 SECTION 10. Section 5 of this ordinance takes effect January 1, 2016.

681

Ordinance 18166 was introduced on 11/2/2015 and passed as amended by the Metropolitan King County Council on 11/16/2015, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

RECEIVED
2015 NOV 25 AM 11:02
CLERK
KING COUNTY COUNCIL

APPROVED this 25th day of November, 2015.

Rhonda L. Berry for
Dow Constantine, County Executive

Attachments: A. Designated Facility Agreement-dated October 27, 2015

Designated Facility Agreement

Attachment A - 18166

AGREEMENT No.

This Designated Facility Agreement ("Agreement") is between King County, a Washington municipal corporation, acting through the King County Solid Waste Division ("Division"), located at 201 South Jackson Street, Seattle, WA 98104, and [COMPANY] the owner, operator or both ("Permittee") of that certain construction and demolition ("C&D") waste handling facility located at [ADDRESS] ("Facility"). The Division and Permittee shall collectively be referred to as the "Parties".

I. RECITALS

1. Pursuant to RCW 36.58.040 and King County Code ("KCC") 10.08.020, King County ("County") may require generators of solid waste, including construction and demolition ("C&D") waste, generated within its jurisdiction to make use of disposal, transfer, or resource recovery sites or facilities designated by the County.

2. Pursuant to KCC 10.04.020.W, the County's jurisdiction for solid waste management, including C&D waste, consists of the unincorporated areas of the County and each city for which the County, by interlocal agreement, has comprehensive planning authority for solid waste management. This currently includes all cities within the geographic area of the County, except the cities of Seattle and Milton.

3. Pursuant to KCC 10.30.020, the Division is authorized to enter into designated facility agreements with owners and operators of facilities that meet criteria established by the Division to receive, recycle and dispose of C&D waste.

4. Pursuant to RCW 36.58.040, the County may enter into solid waste system agreements with public or private parties to operate facilities, to designate publicly or privately owned or operated facilities as disposal sites, and to process, treat, or convert solid waste into other valuable or useful materials or products.

5. The purpose of this Agreement is to implement the foregoing authority and designate the Permittee's C&D handling facility as a Designated Facility and set forth the terms and conditions under which the Facility may receive, process, recover (recycle) and dispose of C&D waste.

NOW THEREFORE, the Permittee and the Division agree as follows:

II. AGREEMENT

1. Definitions. For those of the following terms that are also defined in KCC 10.04.020 now or hereafter amended, the definition in the KCC 10.04.020 shall control.
   a. "Beneficial Use" means the use of solid waste as an ingredient in a manufacturing process or as an effective substitute for natural or commercial products in a manner that does not pose a threat to human health or the environment.

b. "C&D Receiving Facility" means any properly licensed or permitted facility that has been designated by King County as a facility to which C&D Waste, including residual C&D Waste, is required to be delivered. A C&D Receiving Facility may be either a MRF or a Transfer Station, or both. As used in this Agreement, "Designated Facility" or "Facility" means the Permittee's C&D Receiving Facility located at_____.
c. "Construction and Demolition (C&D) Waste" means any nonputrescible recyclable or nonrecyclable waste that results from construction, remodeling, repair or demolition of buildings, roads or other structures and requires removal from the site of construction or demolition. Except where otherwise expressly provided, C&D Waste means C&D Waste generated in the County Jurisdiction. C&D Waste does not include land clearing materials such as soil, rock, vegetation, or contaminated soil, friable asbestos-containing waste material as defined under Regulation III, Article 4 of the Puget Sound Clean Air Agency, unacceptable waste, garbage, sewerage, animal carcasses or any other solid waste that does not meet the definition of C&D Waste found in the King County Code.
d. "County Jurisdiction" means the geographic area for which King County government has comprehensive planning authority for solid waste management either by law, such as unincorporated areas, or by interlocal agreement, or both.
e. "Landfill" means a disposal facility or part of a facility at which solid waste is permanently placed in or on land including facilities that use solid waste as a component of fill.
f. "Material Recovery Facility" or "MRF" means any facility that processes for transport mixed C&D waste or source separated solid waste for the purpose of recycling.
g. "Mixed C&D Waste" means C&D Waste containing both Recyclable and Nonrecyclable C&D Waste material that has not been separated.
h. "Nonrecyclable C&D Waste" means any C&D Waste that is not Recyclable C&D Waste. C&D materials used as alternative daily cover for landfills or as waste stabilizer are considered Nonrecyclable C&D Waste
i. "Processing" or "Processed" means the separation of Recyclable C&D Waste materials from Mixed C&D Waste using multiple separation processes to maximize efficiency of separation, such as a conveyor and pick line.
j. "Recyclable C&D Waste" means C&D Waste material that can be kept out of or recovered from C&D Waste and reused or transformed into a usable product. Recyclable C&D Waste may consist of a single type of recyclable material or a mixture of two or more types of recyclable material. Material used to produce hog fuel is Recyclable C&D Waste.
k. "Residuals" means the leftovers from processing activities at a MRF such as screened fines, post-processed Nonrecyclable C&D Waste, alternative daily cover, and industrial waste stabilizer.
l. "Transfer Station" means "Transfer Facility" as defined in KCC 10.04.020 and is a permanent fixed, supplemental collection and transportation facility used by either persons or route collection vehicles, or both, to deposit collected solid waste from

off-site into a larger transfer vehicle for transport to a solid waste handling facility. Transfer Station may also include recycling operations.

m. "Unacceptable Waste" means any material for which the transportation or disposal would constitute a violation of any governmental requirement pertaining to health, safety or the environment. The material may include, but is not limited to, hazardous waste, extremely hazardous or dangerous waste as designated under Washington state or federal law, including, but not limited to regulations contained in the Washington Administrative Code, now in effect or as may be hereafter amended.

2. County's Designation of Facility and Permittee's Right and Obligation to Accept C&D Waste.
   a. Pursuant to KCC 10.08.020, King County permits the Permittee and designates the Facility to accept C&D Waste. The Permittee shall accept C&D Waste unless:
      (1) capacity constraints at the Facility will be exceeded,
      (2) the customer has previously failed to exclude Unacceptable Waste,
      (3) the customer has previously failed to pay invoices,
      (4) for MRFs, the C&D Waste is too contaminated, such as it contains excessive levels of garbage or wet materials that would preclude Processing by the Facility, or
      (5) for MRFs, the C&D Waste contains excessive levels of materials that are not accepted by the Facility for Processing.
   b. The Permittee shall provide the driver with written documentation stating the reason why C&D Waste was not accepted and maintain a copy at the Facility for County inspection.
   c. The Permittee acknowledges and agrees this Agreement does not guarantee receipt of any minimum amount of C&D Waste at the Facility.

3. Unacceptable Waste. The Permittee shall not accept Unacceptable Waste at the Facility.

4. Final Disposal Facilities. After Processing and subject to the requirements in Sections 5-7, the Permittee shall dispose of all remaining Nonrecyclable C&D Waste at a Landfill or Landfills located, designed, constructed, and operated: (a) to meet or exceed the requirements of WAC 173-351, Washington State Criteria for Municipal Solid Waste Landfills, or applicable and equivalent state regulations if located outside of the State of Washington; and (b) to meet or exceed all the applicable regulatory and legal requirements of all regulatory agencies with jurisdiction where the Landfill is located. The Permittee shall provide the Division with the name(s) and physical address of any and all Landfills utilized by the Facility for disposal of C&D Waste and shall provide proof that the Landfill is in compliance with any and all permit and regulatory requirements.

5. Materials Banned From Disposal. The Permittee shall not dispose at Landfills C&D Waste containing Recyclable C&D Waste materials currently specified by the

Director of the Division and published as the 'Director's List of Readily Recyclable Construction and Demolition Materials Banned from Disposal' ("Director's List") on the Division website, apart from exceptions noted in the Director's List or this Agreement. The current Director's List, including exceptions, is attached to this Agreement as Exhibit A. This list may be revised by the Director based on current market conditions. Such revisions shall apply to this Agreement, but only after the Division has consulted with and notified the Permittee of the revisions.

6. Material Recovery Requirements at C&D MRFs. The Permittee shall use its best efforts to Process or divert Recyclable C&D Waste material received prior to disposing of Residuals at Landfills. The Permittee may not dispose at Landfills any load of C&D Waste that contains more than 10 percent by total combined weight of those materials listed in the Director's List. The Division shall have the right to access, inspect and sample from Residual streams at the end of all MRF Processing lines, as well as materials diverted for Landfill disposal prior to Processing to monitor compliance with recycling requirements and to ensure that the materials listed in the Director's List are being handled in compliance with Section 10. Sampling will occur approximately four times per year, as the Division in its sole discretion determines appropriate, and will be performed according to methodology specified in the King County C&D MRF Waste Residual Sampling Protocol ("Protocol"), attached to this Agreement as Exhibit B; provided, however, the Protocol may be revised by the Division from time to time and published on the Division's website. The Permittee is responsible for keeping itself informed of any revisions to the Protocol and agrees to be bound by such revisions. The Permittee shall allow the Division or its designee reasonable access to Residuals and outbound stockpiles for sampling. If the Facility regularly practices size reduction (such as grinding) of inbound material for purposes of producing alternative daily cover, sampling shall occur just prior to the reduction.

7. Deferred Compliance with Disposal Bans at C&D Transfer Stations. The disposal ban on materials posted on the Director's List shall not apply to Transfer Stations before January 1, 2018. The Division shall form a task force with the Permittees that operate Transfer Stations to develop procedures to enforce the ban on disposal of materials posted in the Director's List at Transfer Stations. The Permittee agrees that after consultation the Division may unilaterally amend this Agreement to include these requirements, which shall become effective 120 days after the Division has provided to the Permittee a copy of the developed procedures to enforce the ban at Transfer Stations. In the interim, the Division and the Transfer Station Permittee shall develop and implement an informational program to inform generators of C&D Waste of the County's ban on disposal of materials posted in the Director's List. The informational program shall include employees and customers of Transfer Stations. The program shall include, at a minimum, posting signage at the Transfer Station visible to incoming customers with information regarding the disposal ban, informing customers of the disposal ban when responding to requests for C&D disposal services, and preparation of printed communication regarding the disposal ban for distribution by scale house and sales staff.

8. Corrective Actions—C&D MRFs.
   a. Any material violation or finding of two or more violations of the recovery requirements documented by the sampling procedures described in Section 6 during a calendar year shall constitute grounds for designating the Facility as non-compliant with recovery requirements. The Division shall notify the Permittee in writing of the Facility's noncompliance and may suspend the Permittee's right to accept C&D Waste at the Facility for a period and on such conditions stated in the notice or terminate this Agreement in its entirety in accordance with Section 22(c).
   b. A Permittee receiving a notice of suspension under Section 8.a. may request reinstatement based on the installment of new Processing equipment and/or changes to sorting procedures. The Division will review submitted documentation in support of the request and repeat sampling. This process shall be repeated as needed until compliance with recovery requirements is documented and the Director has issued a written notice of reinstatement.

9. Corrective Actions-C&D Transfer Stations. No later than January 1, 2018 and only after consultation with the Permittee, the Division shall provide to the Permittee the procedures for corrective action developed under Section 7. The Permittee agrees that after consultation, the Division may unilaterally amend this Agreement to include these corrective action requirements, which shall become effective 120 days after the Division has provided to the Permittee a copy of these requirements.

10. Appropriate Destination for Recyclable C&D Materials. The Permittee is responsible for ensuring that Recyclable C&D is sent to facilities that reuse or recycle these materials to the maximum extent feasible, and minimize disposal of any secondary processing or handling Residuals.

11. Fee.
   a. Pursuant to KCC 10.30.050, as may be amended, the Permittee shall pay a regulatory fee to the Division in the form of a monthly fee per ton on the disposal of C&D Waste. As of the date of this Agreement, the regulatory fee is set at $4.25 per ton of C&D Waste that is disposed of at a Landfill. The fee is used to cover Division costs to manage and oversee the Division's C&D recycling and disposal program, and including, but not limited to, the Permittee's performance under this Agreement.
   b. The fee shall apply to each ton of C&D Waste generated within the County Jurisdiction that is sent to Landfills in accordance with Section 4.
   c. Payment shall be based on the percentage of the tons of C&D Waste from the County Jurisdiction to the overall total tons of C&D Waste, regardless of origin (meaning C&D Waste from both within and also outside the County Jurisdiction), that the Facility disposes at Landfills each month. The percentage shall be calculated each month by dividing the tons of Mixed and Nonrecyclable C&D Waste accepted during the month from within the County Jurisdiction by the total

tons of Mixed and Nonrecyclable C&D Waste accepted by the Facility from within and outside the County Jurisdiction during the month. The resulting percentage shall be multiplied by the total tons of C&D Waste, regardless of origin, shipped to a Landfill to calculate the fee.

Example of Formula:

Monthly total tonnage of Mixed and Nonrecyclable C&D Waste, regardless of origin, accepted at Facility is 250 tons.

Of those 250 tons, the monthly tonnage of Mixed and Nonrecyclable C&D Waste from within the County Jurisdiction accepted at Facility is 100 tons.

Total tons of C&D Waste, regardless of origin, for that month the Facility disposes at a Landfill is 200 tons.

100/250 = 40%

40% x 200 = 80

Based on this example the Permittee would remit to the County $340 based on a total of 80 tons at a rate of $4.25 per ton.

12. Record Keeping and Audits.
    a. The Permittee shall maintain complete and accurate records of all C&D Waste received, recycled, transported, disposed, or otherwise processed at the Facility pursuant to this Agreement. Records shall include the origin of each load of Mixed and Nonrecyclable C&D Waste. The Facility shall make these records available to the Division for inspection, auditing, and copying. The Facility shall use sequentially numbered transaction tickets and shall retain voided or canceled tickets for three (3) years.
    b. The Division may, at its expense, require the Permittee to submit to an independent audit conducted by an auditor chosen by the Division. The audit shall address only those matters reasonably related to this Agreement.

13. Reports, Signage and Documentation. The Permittee shall prepare and submit a monthly report in a format acceptable to the Division that must include the following information:
    a. Inbound tons by city or unincorporated area of origin:
        (1) Tonnage of Mixed and Nonrecyclable C&D Waste received from within the County Jurisdiction.
        (2) Tonnage of Mixed and Nonrecyclable C&D Waste received from outside the County Jurisdiction.
    b. Outbound tons by material type and destination:
        (1) Tonnages shipped to a MRF, as applicable.

(2) Tonnages by material shipped to recycling end-markets such as manufacturing or reuse companies.

(3) Tonnages by material shipped to Beneficial Use end markets such as pulp and paper mills or industrial boilers.

(4) Tonnages of Nonrecyclable C&D Waste disposed at or otherwise delivered to a Landfill with identification of the Landfill.

(5) A monthly estimate of the tonnage of material remaining in stockpiles waiting Processing, shipment to end markets, or disposal.

c. Facilities that provide monthly and annual reporting to the City of Seattle under Director's Rule SW-405.1 may use the same format for reporting to the Division, except that adequate documentation regarding calculation of the fee specified in Section 11 shall also be provided in a format acceptable to the Division.

d. The Facility shall post a sign at the scale house directing all customers delivering C&D Waste to declare the origin of the C&D Waste. The sign shall be readily visible and legible to customers upon arrival at the scale house. The Facility shall provide a map of the County's Jurisdiction to customers upon request or, if requested by a customer, verify the location of generation of the waste.

e. Facilities that provide both MRF and Transfer Station operations at the same location shall note on each tip receipt if the load was Processed.

f. The Permittee shall obtain and maintain, at the Permittee's own cost and expense, all necessary permits, licenses and approvals for the Facility. The Permittee shall notify the Division regarding all new permits or permit modifications relating to operations at the Facility issued subsequent to the effective date of this Agreement including without limitation land use applications, appeals, or modifications. If requested by the Division, the Permittee shall provide to the Division copies of revisions to existing permits and newly issued permits within seven (7) days of the Division's request. The Permittee also shall provide, within seven (7) days of issuance, a copy of any official enforcement action regarding the Facility or its operation, including without limitation, a notice of violation or noncompliance with a statute, regulation, or permit condition.

14. Compliance with Law.

a. The Permittee is responsible for the Facility to fully comply with all applicable provisions of all applicable laws, including but not limited to KCC chapter 10.30, regulations and any Division rules, and as any of which may be amended.

b. Any finding by a court of competent jurisdiction or a regulatory authority that the Facility or a Landfill used by the Permittee for final disposal is in violation of applicable federal, state, regional and local laws, rules, regulations, ordinances, orders, or permits shall constitute a material breach of this Agreement and shall constitute cause for termination of this Agreement under Section 22.a.

15. Right of Inspection.

a. In addition to Sections 6 and 7, the Permittee shall allow the Division access to the Facility at all reasonable times to inspect and carry out other necessary functions under this Agreement. Division personnel will sign in at the Facility office, meet Facility requirements for use of personal protective equipment, and follow Facility safety procedures provided to Division personnel prior to an inspection. The Facility may require that Division personnel be escorted by Facility personnel during an inspection.

b. The Division's right to inspect and audit shall include the right to review, at an office of the Facility or affiliated company, all information from which all required Division reports are derived.

c. The Permittee shall cooperate with the Division regarding the Division's determination of whether the Facility meets the recovery requirements as provided in Sections 6 and 7 of this Agreement. The Permittee's cooperation shall include providing the Division with access to all areas of the Facility where it generates, manages, stores and reloads Mixed and Nonrecyclable C&D Waste and Recyclable C&D, including without limitation to transfer vehicles, for the Division to inspect. The Permittee shall provide reasonable access to Facility personnel and equipment to conduct the sampling and observations described under Sections 6 and 7 of this Agreement in a safe location and, if reasonably possible, away from working areas and vehicle traffic.

16. Indemnification. To the maximum extent permitted by law, the Permittee shall release, indemnify, hold harmless, and defend at its own expense the County from any and all claims, demands, suits, judgments, penalties, government orders or requirements, liabilities, damages, actions, losses, and expenses, including attorney fees, ("Claims") arising out of or in any way connected with the Permittee's performance under this Agreement, including disposal of C&D Waste, Recyclable C&D Materials, or other materials. Release, indemnification, hold harmless and defense shall include but not be limited to: 1) any and all Claims related to or arising out of either the Permittee's or the Facility's violation of any environmental, public health, or public safety requirements of any regulatory agency with jurisdiction in the course of its design, construction, operation, closure or post-closure care; 2) any and all Claims related to or arising from the Facility's design, construction, operation, closure or post-closure care; and 3) any Claims related to or arising out of the Permittee's disposal of C&D Waste, Recyclable C&D Materials, or other materials. The Permittee, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such Claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs attorney fees and/or costs in the defense of Claims, such fees and costs shall be recoverable from the Permittee. In addition, King County shall be entitled to recover from the Permittee fees and costs incurred to enforce the provisions of this Section. The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

17. Insurance.

a. Minimum Scope and Limits of Insurance. The Permittee shall obtain and maintain and shall cause its contractors to procure and maintain the minimum insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Permittee under this Agreement. The Permittee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for pollution liability or errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Permittee warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement. The cost of any insurance shall be paid for by the Permittee or its contractors. Insurance coverage shall be at least as broad as stated below and with limits no less than:

(1) **General Liability**. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 current edition covering **COMMERCIAL GENERAL LIABILITY**. Minimum coverage limits: $1,000,000 combined single limit per occurrence and, for those policies with aggregate limits, a $2,000,000 aggregate limit.

(2) **Automobile Liability.** Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 Ed. 12/90 or CA 00 12 covering **BUSINESS AUTO COVERAGE** or **TRUCKERS LIABILITY** symbol 1 or 42 "any auto/truck" for a minimum limit of $1,000,000 combined single limit per accident. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) or hazardous materials, the auto/truckers policy shall be endorsed to include endorsement CA 9948 (or its equivalent) and MCS 90 (if statutorily required).

(3) **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" state law.

(4) **Employer's Liability or "Stop Gap".** Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy for a minimum limit of $ 1,000,000.

(5) **Contractor's Pollution Liability or Pollution Legal Liability**. Coverage shall include but not be limited to: third-party claims for bodily injury, property damage, and off-site cleanup for sudden and accidental conditions arising out of operations. Minimum limits of liability shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. Other forms of

Pollution Liability insurance may be approved by the Division provided that the policy provides coverages as stated above.

(6) **Deductibles/Self-Insured Retentions.** Unless waived by King County Risk Management, any deductible or self-insured retention must be declared to and approved by the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Permittee's liability to the County and shall be the sole responsibility of the Permittee.

b. Other Insurance Provisions. The insurance policies required in this Agreement are to contain and be endorsed to contain the following provisions. With respect to all Liability Policies except Workers' Compensation and Contractor's Pollution Liability or Pollution Legal Liability:

(1) The County, its officers, officials, employees, agents and consultants are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Permittee in connection with this Agreement. CG 2010 11/85 or its equivalent.

(2) The Permittee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and consultants as respects the liabilities assumed by Permittee under this Agreement. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, agents and consultants shall not contribute to the Permittee's insurance or benefit the Permittee in any way.

(3) The Permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

c. Acceptability of Insurers. Unless otherwise approved by the County:

(1) Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

(2) If at any time the foregoing required policies shall fail to meet the above minimum requirements, the Permittee shall, upon notice to that effect from the County, promptly obtain a new policy and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

d. Verification of Coverage. The Permittee shall furnish the County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy shall be on forms approved by the County and shall be received and approved by the County before the Facility accepts C&D Waste under this Agreement. In the event of a loss, the County reserves the right to require complete copies of all required insurance policies at any time.

e. Cancellation. Except for Workers' Compensation/Employers Liability, coverage shall not be suspended, voided, canceled, or reduced in the form or amounts of coverage or in limits, other than a reduction due to the application of aggregate limits after a loss, except after thirty (30) days prior written notice, return receipt

requested, has been given to the County. Such notice may be provided by the Permittee or the carrier.

f. Changes in Law. The Permittee immediately shall increase or cause its contractors to increase the amounts or types of insurance required to reflect any changes in Washington State, Federal or other applicable law.

g. Permittee is responsible for reviewing and approving the adequacy of insurance coverage for its contractors. If any contractor's insurance does not meet the minimum insurance policy requirements regarding coverage, limits, or acceptability of insureds contained herein, the Permittee shall request and the County may approve an exception. Nothing herein shall relieve the Permittee from responsibilities resulting from the hold harmless and indemnification provisions of this Agreement.

h. Where Permittee contracts a portion of this Agreement to a contractor, the insurance requirements of this Agreement shall be deemed satisfied if either Permittee or the applicable contractor obtains the requisite insurance provided in this Section 17, and this Section 17 shall not be deemed to require both Permittee and its contractor to carry such insurance for the same work.

18. Confidentiality. This Agreement shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act"). If the Permittee considers any portion of any record provided to the Division under this Agreement, whether in electronic or hard copy form, to be protected under law, the Permittee shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the Division will determine whether the material should be made available under the Act. If the Division determines that the material is subject to disclosure, the Division will notify the Permittee of the request and allow the Permittee ten (10) business days to take whatever action it deems necessary to protect its interests. If the Permittee fails or neglects to take such action within said period, the Division will release the portions of record(s) deemed by the Division to be subject to disclosure. The Division shall not be liable to the Permittee for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Permittee as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

19. Dispute Resolution. The Parties shall use their best efforts to resolve disputes regarding this Agreement in an economic and time efficient manner to advance the purposes of this Agreement.

20. Effective Date. The Effective Date of this Agreement shall be the latter of the last date signed by an authorized Party representative or January 1, 2016. This Agreement shall remain in full force and effect for two (2) years following the Effective Date and shall be automatically renewed thereafter for another two (2) year term unless terminated according to the provisions of this Agreement.

21. Suspension. The Director may suspend this Agreement immediately and without prior notice as follows:
    a. If necessary in the reasonable opinion of the County to protect the public health, safety, or welfare, or in the case of an emergency.
    b. If the County discovers that the Facility knowingly accepted Unacceptable Waste or misrepresented the nature or identification of C&D Waste generated within the County's Jurisdiction.
    c. If, due to a binding decision by an arbitrator or court of competent jurisdiction, the County:
        (1) May be liable for damages for allowing waste of a type specified in this Agreement to be handled at the Facility; or
        (2) May no longer allow such waste to be handled at the Facility.
    d. If the County elects to establish a different system in the future for handling solid waste, including C&D Waste.
    e. If the Permittee assigns any of its rights or obligations under this Agreement to another without prior written consent of the County.

22. Termination.
    a. The Division may, in its discretion, terminate this Agreement without cause provided that such termination shall commence no sooner than 365 days after the Division provides the Permittee with written notice of the Division's intent to terminate.
    b. The Permittee may, in its discretion, terminate this Agreement without cause provided that such termination shall commence no sooner than ninety (90) days after the Permittee provides the Division with written notice of the Permittee's intent to terminate.
    c. If the Permittee fails to comply with any material provision of this Agreement, the Division may terminate this Agreement for default as follows:
        (1) A "notice to cure" shall be served on the Permittee by certified or registered first class mail at the address provided in Section 23. The Permittee shall have fifteen (15) days from the date of receipt to cure the default or provide the Division with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring its performance into compliance and cure the default.
        (2) If the Permittee has not cured the default or the plan to cure the default is not acceptable to the Division, the Division may terminate this Agreement by serving a "notice of termination" in accordance with subsection c(1) setting forth the manner in which the Permittee is in default and the effective date of termination.
    d. If the ownership of the Facility changes and the County has not approved the ownership changes as provided in Section 23.d.

23. General Conditions.
    a. The Permittee shall be responsible for ensuring that its contractors and agents operate in compliance with the terms and conditions of this Agreement and any Division rules.
    b. This Agreement shall not confer a property right to the Permittee nor vest any right or privilege in the Facility to receive specific quantities of C&D Waste from the County's Jurisdiction during the term of this Agreement.
    c. The Permittee may not transfer or assign this Agreement without the prior written approval of the Division. The Division shall not unreasonably withhold consent to assignment.
    d. The Permittee shall inform the Division of any proposed change in ownership. The Division shall have the right to approve the change for purposes of continuing this Agreement.
    e. A waiver of any term or condition of this Agreement must be in writing, signed by either the Division Director, if the County is making the waiver, or by an authorized representative of the Permittee, if the Permittee is making the waiver. Any waiver shall not be deemed to waive any subsequent breach of the same term or condition and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized representatives of the Parties and attached to the Agreement as an exhibit.
    f. This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, located in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
    g. If any provision of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Agreement shall not be affected.
    h. The Division and the Permittee shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	Permittee
Contact Name	
Title	
Address	
Telephone	
Fax	
E-Mail	

	Division
Contact Name	
Title	
Address	

Telephone	
Fax	
E-Mail	

i. Exhibits A and B represent the current applicable provisions and are provided for the convenience of the Permittee. The Permittee is responsible for staying informed as to any changes to either the Director's List (Exhibit A) or the Sampling Protocol (Exhibit B). The Permittee agrees that any later revisions made to either the Director's List or the Sampling Protocol shall control and apply to this Agreement.

j. This Agreement is the entire agreement between the Parties.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Pat D. McLaughlin

Director, Solid Waste Division

Date: _____

Exhibit A
King County Solid Waste Division
Director's List of Readily Recyclable Construction and Demolition (C&D) Materials Banned from Disposal at a Landfill

All generators, handlers and collectors of mixed and nonrecyclable C&D Waste generated within the jurisdiction of King County shall deliver or ensure delivery to a designated C&D receiving facility. The following C&D Waste disposal bans apply to generators, handlers, collectors, and privately- and publicly-owned facilities designated by King County to manage C&D Waste, as authorized under King County Code Title 10:

As of January 1, 2016, the following materials are banned from disposal:

a. Concrete, asphalt paving and bricks, unpainted, without a hazardous constituent, and not attached to other materials.
b. Metal, ferrous and nonferrous – includes composite, multi-metal products or products with nonmetal contaminants but metal content must be more than 90 percent by weight of the material.
c. Cardboard – includes with tape, staples, and other fasteners and is dry and free of contamination such as paint, grease, grime or dirt.
d. Unpainted new construction gypsum scrap that is dry and does not have adhering spackling compound or excessive water damage that would prevent recycling.
e. Unpainted/untreated wood – excludes particle board and laminated veneer wood.

As of January 1, 2017, the following additional materials shall be included in the disposal bans:

f. Plastic film wrap used as packaging – dry and free of excessive contamination such as paint, grease, grime, or dirt that would prevent recycling.
g. Tear-off composite asphalt roofing shingles.

Exceptions:

a. Bans do not apply where C&D Wastes are painted, have hazardous or asbestos containing constituents, are glued, nailed or otherwise connected to other materials, are present only in very small quantities, or are generated during disaster emergency situations where disaster debris needs to be removed quickly and recycling options are not available.
b. Waste residual from designated C&D Material Recovery Facilities (MRFs) may contain up to 10 percent by total combined weight of the materials listed above, based on the sampling methodology specified in the King County C&D MRF Waste Residual Sampling Protocol.
c. Bans do not apply to privately- and publicly-owned Transfer Stations before January 1, 2018.

Exhibit B
King County Solid Waste Division
C&D MRF Waste Residual Sampling Protocol

King County Contact: Kinley Deller, kinley.deller@kingcounty.gov, 206-477-5272.

SPU Contact: Gabriella Uhlar-Heffner, gabriella.uhlar-heffner@seattle.gov, 206-386-9772.

PURPOSE

This sampling plan describes the specific procedures to be used at facilities for determining compliance with King County and City of Seattle designation/certification programs for C&D material recovery facilities.

MATERIALS TO BE MEASURED

There are ten materials addressed by this sampling protocol which includes materials banned or being considered for a ban by King County and the City of Seattle. Each of the materials has a size limit that can be used as a criterion for whether a piece of that material is considered recoverable. The sorting procedures for this sampling test are designed to measure pieces that exceed the size limits for each material as well as smaller pieces (down to 2"). Materials less than 2" will not be sorted by material, but measured as a single category ("fines"). Thus, the list of materials to be measured includes 22 categories:

Concrete longer than 6"	Concrete, 2" to 6"
Asphalt paving longer than 6"	Asphalt paving, 2" to 6"
Bricks longer than 6"	Bricks, 2" to 6"
Cardboard longer than 8"	Cardboard, 2" to 8"
Metal longer than 6"	Metal, 2" to 6"
New gypsum board longer than 6"	New gypsum board, 2" to 6"
Clean wood longer than 6"	Clean wood, 2" to 6"
Carpet more than 12" on shortest side	Carpet less than 12" on shortest side
Plastic film more than 12" on shortest side	Plastic film less than 12"
Asphalt shingles longer than 8"	Asphalt shingles, 2" to 8"
Fines (all materials less than 2")	Other materials above 2"

The materials shown in bold in the above list are the categories that will be regulated by King County in 2016. More detailed descriptions of each category are provided in the definitions contained in this Exhibit B.

PROCESS AND SCHEDULE FOR SAMPLING EVENTS

To provide an opportunity for an unbiased sampling, testing of residuals will be conducted on the basis of an unannounced visit. Facility operators will, however, be provided with prior notice of

the approximate date for the sampling event. King County or City of Seattle staff will inform facility operators of the week within which the sampling will be conducted, but not the exact day. This will provide operators with an opportunity to inform County/City staff and the sampling team of specific days where planned maintenance shutdowns or other issues may preclude sampling.

On the day of the sampling event, the sampling crew will typically arrive at the facility in the morning and complete sampling by mid-afternoon. They will collect and sort eight samples of the residuals as described below.

SAMPLING PROCEDURE

The residual stream(s) at the end(s) of all processing lines, as well as materials diverted for landfill disposal prior to processing are to be sampled. When the average size of the materials in the stream is greater than 6", the target sample size for samples should be 100 pounds. In most cases, procuring samples will be done by temporarily placing a roll-off container below the exit conveyor and then moving that roll-off to a spot near the sampling crew to allow the crew to manually pull samples from it. The sampling crew will observe the filling of the roll-off container to ensure an adequate amount of sample. This exercise will be conducted twice on the day of the sampling event, with the crew removing four samples from each roll-off load.

Samples will be taken from four locations in each roll-off with the locations distributed throughout the container both horizontally and vertically to obtain results that are representative of the overall contents of the container.

The sorting crew will operate in such a manner so as to prevent any materials from falling or being placed on the ground. Materials will be removed from the roll-off by being placed in containers (32-gallon trash cans) and will be held in the cans until being placed on the sorting table. From the sorting table, materials will be placed into containers (32-gallon trash cans and 5-gallon buckets) for weighing purposes

SORTING PROCEDURE

Locations for sorting activities at each facility are coordinated with the facility manager in advance of sampling. The locations will be selected based on safety and on the goal of minimizing the disruption of facility activities.

Each 32-gallon container of sample will be placed onto a sorting table that consists of a plywood box approximately 3' by 6', with sides approximately 10" high and a false bottom consisting of a 2" screen. One end of the box will be open below the screen to facilitate removal of the materials that fall through the screen. Samples placed in the box will be sorted into the appropriate categories, with each type of material put into a container (a 32-gallon trash can or a five-gallon bucket) next to the box. Materials that do not belong to one of the categories will be removed and measured as "other materials." Once each sample has been completely sorted, the sorted materials will be weighed, containers emptied, and work will begin on the next sample. Any materials measured for the

seven regulated categories will be photographed. Materials that need to be photographed will be placed on a tarp on the ground.

A test box will be used to determine whether an item exceeds the allowable size. The accompanying photograph shows a test box that can be used for all of the materials. The outer dimension of this box on one side is exactly 12", which allows it to be used for plastic film and carpet. Pieces of carpet and plastic film that exceed the length of the box on that side can be determined to be over 12". The hole cut in the box measures 6" by 8", which allows it to be used for the other materials. Materials which fail to pass through the hole in the box can be determined to be longer than that size. Center lines are marked on each side of the hole in this box to avoid placing materials through at an angle, which could affect the determination as to whether the piece passes or fails this test.

REPORTING

During fieldwork, the data for each sample will be recorded on a hard copy of the attached data collection form. This data will be entered into a spreadsheet. The percentages of each material will be calculated for each sample, and then the results averaged for the eight samples. This result will be reported to King County and City of Seattle staff within two weeks of the field tests, and County/City staff will share the results with facility operators in a timely fashion.

DEFINITIONS FOR MATERIAL CATEGORIES

The following definitions describe the materials to be included in each sorting category. In most cases, the materials will be placed in one of two categories: pieces that exceed the regulated size and pieces that are less than the regulated size. Two additional categories have been added for the purpose of sorting: "fines" and "other materials." As a practical measure, pieces that are less than 2" will not be sorted into material categories but will be combined into one category called "fines." "Other materials" are those materials not included in any of the other categories, such as fiberglass insulation, pieces of rigid plastics, particle board, etc.

Asphalt paving: asphalt paving in pieces that are not attached to other materials and that are either a) greater than 6" in the longest dimension or b) 2" to 6" in the longest dimension. Pieces counted for either of these two categories must also be unpainted and must not appear to contain a hazardous constituent.

Asphalt roofing shingles: composite asphalt shingles and attached roofing tar, and tar paper either a) in lengths greater than 8" in its longest dimension, or b) 2" to 8" in its longest dimension.

Bricks: bricks in pieces that are not attached to other materials and that are either a) greater than 6" in the longest dimension or b) 2" to 6" in the longest dimension. Pieces counted for either of these two categories must also be unpainted and must not appear to contain a hazardous constituent.

Cardboard: cardboard that is either a) greater than 8" in its longest dimension or b) 2" to 8" in the longest dimension. Pieces counted for either of these two categories can have tape, staples, and other fasteners but must be free of contamination such as paint, grease, grime or dirt.

Carpet: carpet that is dry and free of contamination such as paint, grease, grime or dirt and that is either a) greater than 12" in its shortest dimension or b) less than 12" in its shortest dimension. Neither of these two categories includes rugs, carpet pads, or underlayments.

Concrete: concrete pieces with or without rebar that are not attached to other materials and that are either a) greater than 6" in the longest dimension or b) 2" to 6" in the longest dimension. Pieces counted for either of these two categories must also be unpainted and must not appear to contain a hazardous constituent.

Fines: all materials less than 2" square (i.e., less than 2" in the longest dimension and that fall through a 2" screen in the bottom of the sorting box).

Gypsum wallboard: pieces of new construction gypsum wallboard that are either a) greater than 6" in the longest dimension or b) 2" to 6" in the longest dimension. Pieces counted for either of these two categories must be unpainted and must not have adhering spackling compound. The paper backing from gypsum wallboard, should separate pieces of this be found, should not be counted in these categories.

Metal: includes tin/steel food cans, major appliances, other ferrous, aluminum cans and other nonferrous metals that are either a) greater than 6" in its longest dimension or b) 2" to 6" in the longest dimension. For mixed metals, the metal content must be more than 90 percent by weight of the material (based on a visual estimate).

Other materials: all other materials greater than 2" in the longest dimension. This category includes materials specifically excluded from the other categories (such as dirty plastic film, mixed metals with less than 90 percent metal content, particle board, and painted concrete and brick), as well as materials not addressed by the processing residual standards (such as fiberglass insulation, window glass, rigid plastics, and many other types of materials).

Plastic film wrap: plastic film wrap used to package or wrap commercial and industrial products that is either a) at least 12" in its shortest dimension, or b) less than 12" in its shortest dimension. Examples of materials that may be included in either of these categories are shrink-wrap and Tyvek building wrap that are dry and free of excessive contamination such as paint, grease, grime, or dirt.

Wood: wood pieces that are either a) greater than 6" in the longest dimension or b) 2" to 6" in the longest dimension. Wood pieces counted in either of these categories must be unpainted and untreated, or unstained new and demolition scrap lumber, such as 2 by 4's, 2 by 6's, 2 by 12's, and other residual materials from framing and related construction activities. Such wood can have nails, screws, and metal fasteners. These categories also include engineered wood (such as

OSB), pallets and crates, but not particle board or laminated veneer wood. Wood pieces must be at least ¾" thick to be counted in either category (a or b).

SAMPLE DATA FORM
C&D FACILITY PROCESSING RESIDUALS

Sample #: ___ Residual Stream: _____ Sample Location: _____		Date: _____ Time: _____ Facility: R1 BRTS CDL UR DRS IWR
MATERIAL	**WEIGHTS**	**COMMENTS**
Asphalt paving, > 6"		
Asphalt paving, < 6"		
Asphalt shingles, > 8"		
Asphalt shingles, < 8"		
Bricks, > 6"		
Bricks, < 6"		
Cardboard, > 8"		
Cardboard, < 8"		
Carpet, > 12"		
Carpet, < 12"		
Concrete, > 6"		
Concrete, < 6"		
Fines (materials < 2")		
Gypsum, > 6"		
Gypsum, < 6"		
Metal, > 6"		
Metal, < 6"		
Other materials >2"		**Note materials present:**
Plastic film, > 12"		
Plastic film, < 12"		
Wood, > 6"		Must be greater than ¾" thick
Wood, < 6"		

Materials in bold = take pictures.

Comments or problems with load, site, other special conditions: _____