



## KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

### Signature Report

#### R&R

#### Proposed No. BOH23-01.1

#### Sponsors

1 A RULE AND REGULATION relating to hazardous waste  
2 management, amending R&R 13-02, Section 3, as amended,  
3 and BOH 11.04.020, R&R 66, Section 1 (part), as amended,  
4 and BOH 11.04.030, R&R 66, Section 1 (part), as amended,  
5 and BOH 11.04.040, R&R 66, section 1 (part), as amended,  
6 and BOH 11.04.050, and R&R 66, section 1 (part), as  
7 amended, and BOH 11.04.060; enacted pursuant to RCW  
8 70.05.060 and 70A.300.350, including the latest amendments  
9 or revisions thereto.

10 BE IT ADOPTED BY THE KING COUNTY BOARD OF HEALTH:

11 SECTION 1. R&R 13-02, Section 3, as amended, and BOH 11.04.020 are hereby  
12 amended to read as follows:

13 The definitions in this section apply throughout this chapter unless the context  
14 clearly requires otherwise.

15 A. "Certified hauler" means a person engaged in the business of solid waste  
16 handling having a certificate granted by the Washington state Utilities and Transportation  
17 Commission for that purpose.

18 B. "Commercial solid waste collection service unit" or "service unit" means one  
19 or more solid waste containers of the same size from which solid waste is collected on the  
20 same regular or on-call service schedule from one site, containing only either compacted

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21 or noncompacted solid waste. The occasional collection of solid waste from extra  
22 containers of less than or equal to 0.48 cubic yards or ninety-six gallons during scheduled  
23 service is not a separate service unit.

24 C. "Commercial ratepayer" means a solid waste collection service ratepayer that  
25 is a business, nonprofit organization, public agency, school, medical organization or other  
26 institution, or a multifamily residential ratepayer. For the purposes of this subsection,  
27 "multifamily residential ratepayer" means a solid waste collection service ratepayer for a  
28 residential structure with more than one housing unit, such as a multiunit condominium,  
29 apartment building or multiplex dwelling.

30 D. "Committee" means the local hazardous waste management program's  
31 management coordination committee established in BOH 11.04.040.

32 E. "Department" means the ~~((Seattle/King County Department of Public Health))~~  
33 King County department of natural resources and parks.

34 F. "Landfill" means a disposal facility or part of a facility at which solid waste is  
35 placed in or on land and ~~((which))~~ that is not a land treatment facility.

36 G. "Moderate-risk waste" shall have the same meaning as in RCW ~~((70.105.010))~~  
37 70A.300.010.

38 H. "Passenger licensed vehicle" means any motor vehicle licensed by the state of  
39 Washington or any other state or governmental entity as a passenger vehicle.

40 I. "Self hauler" means a vehicle that is neither a passenger licensed vehicle nor a  
41 vehicle used by a certified hauler in the certified hauler's solid waste handling operations.

42 J. "Septage" means a semisolid consisting of settled sewage solids combined with  
43 varying amounts of water and dissolved materials generated from a septic tank system.

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44 K. "Sewage" means any liquid or liquid-borne waste from the ordinary living  
45 processes, liquid or liquid-borne waste that contains animal or vegetable matter in  
46 suspension or solution or liquid or liquid-borne waste that contains chemical in  
47 suspension or solution, and that may be lawfully discharged into a public sanitary sewer.

48 L. "Single-family residential ratepayer" means a solid waste collection service  
49 ratepayer for a single-family dwelling.

50 M. "Solid waste" means all putrescible and nonputrescible solid and semisolid  
51 wastes, including, but not limited to, garbage, rubbish, ashes, industrial wastes, infectious  
52 waste, swill, demolition and construction wastes, abandoned vehicles or parts thereof,  
53 discarded commodities, or contaminated excavated solid or fills material. "Solid waste"  
54 includes all liquid, solid and semisolid materials that are not the primary products of  
55 public or private, industrial, commercial, mining and agricultural operations, except that,  
56 for the purposes of this section, "solid waste" does not include source-separated  
57 recyclable materials.

58 N. "Suburban city" means an incorporated city or town whose boundaries include  
59 territory within King County and who has entered into a solid waste interlocal agreement  
60 with King County in accordance with K.C.C. (~~(10.08.130)~~) 10.08.020.

61 O. "Transfer station" means a staffed, fixed, supplemental collection and  
62 transportation facility used by persons and route collection vehicles to deposit collected  
63 solid waste from off-site into a larger transfer vehicle for transport to a permanent  
64 disposal site.

65 P. "Wastewater" means liquid-borne waste from residences, buildings, industrial  
66 and commercial establishments, animal operations, or other places, including but not

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67 limited to sewage, greywater, process water, cooling water, contaminated stormwater,  
 68 and leachate from solid waste facilities, together with such groundwater infiltration and  
 69 inflow as might be present.

70 SECTION 2. R&R 66, Section 1 (part), as amended, and BOH 11.04.030 are  
 71 hereby amended to read as follows:

72 Unless the context clearly indicates otherwise, the words and phrases used in this  
 73 title shall be construed so as to make it consistent with ~~((C))chapter ((70.105))~~ 70A.300  
 74 RCW ("Hazardous Waste Management"), and with applicable rules and regulations  
 75 promulgated thereunder.

76 SECTION 3. R&R 66, Section 1 (part), as amended, and BOH 11.04.040 are  
 77 hereby amended to read as follows:

78 The local hazardous waste management ~~((programs's))~~ program's management  
 79 coordination committee is hereby established. The committee shall be composed of five  
 80 members:

81 A. the ~~((director))~~ manager of the King County department of natural resources  
 82 and parks solid ~~((W))~~ waste ~~((D))~~ division or the ~~((director's))~~ manager's designee;

83 B. The ~~((director))~~ general manager and chief executive officer of Seattle Public  
 84 Utilities or the ~~((director's))~~ manager's designee;

85 C. A representative appointed by the Sound Cities Association;

86 D. The ~~((director))~~ manager of the King County department of natural resources  
 87 and parks water and land resources division or the ~~((director's))~~ manager's designee;

88 E. the director of ~~((the Seattle-King County department of public health))~~ public  
 89 health - Seattle & King County or the director's designee.

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90            SECTION 4. R&R 66, Section 1 (part), as amended, and BOH 11.04.050 are  
91 hereby amended to read as follows:

92            A. 1. The committee shall be responsible for accepting and recommending a  
93 management plan and budget for:

94                    a. the reduction of moderate risk waste generation, its entry into the solid  
95 waste stream, entry into the liquid waste (((sewage)) wastewater) stream, into storm  
96 drainage or surface waters, and evaporation into the air; and

97                    b. the protection and enhancement of public health and environmental quality  
98 in King County by the reduction of the threat posed by the production, use, storage and  
99 disposal of hazardous materials.

100            2. The management coordination committee shall develop an annual plan and  
101 budget and reach agreement on it through consensus of the entire committee. Lacking a  
102 consensus, a majority and a minority report will be forwarded to the King County Board  
103 of Health;

104            B. The committee shall recommend contracts with the city of Seattle, suburban  
105 cities, sewer district or other governments or entities located entirely or partially within  
106 King County, and King County, to implement portions of the management plan, in  
107 consideration of sums collected under BOH 11.04.060.

108            C. The committee shall develop an annual plan and budget for implementation of  
109 BOH chapter 11.50 and reach agreement on it through consensus of the entire committee.  
110 Lacking a consensus, a majority and a minority report shall be forwarded to the King  
111 County Board of Health. The committee shall recommend contracts or interagency  
112 agreements to implement portions of the plan.

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Table 11.04-1

~~Local Hazardous Waste Management Fees for Commercial Ratepayers~~~~Size of Container or \_\_\_\_\_ Fee Amount per Service Unit~~~~Containers in Service Unit~~~~Less than or equal to 0.48 cubic \_\_\_\_\_ \$1.62 per month~~~~yards or 96 gallons~~~~Greater than 0.48 cubic yards \_\_\_\_\_ \$13.34 per month~~~~or 96 gallons and less than~~~~40 cubic yards~~~~Greater than or equal to \_\_\_\_\_ \$51.27 per month~~~~40 cubic yards~~~~C. Each operator of a sewage treatment plant serving more than fifty customers~~~~shall pay an amount equivalent to fifty dollars and eighty seven cents per million gallons~~~~of sewage treated.~~~~D. Each transfer station and landfill shall pay two dollars and one cent for each~~~~passenger licensed vehicle load of solid waste, and five dollars and twenty five cents for~~~~each self hauler ton of solid waste, brought to such transfer station or landfill.~~~~E. All payments shall be based on actual performance data for the billing period.~~~~F. All fees shall be billed and remitted to the department on a quarterly basis. All~~~~payments shall be due forty five days after receipt of bill.~~~~G. Each private and public entity that bills for solid waste collection services~~~~shall provide an annual report of accounts and services to the local hazardous waste~~



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management program in a format and on a schedule approved by the local hazardous waste management program's management coordination committee.

~~Part 3—Fees.~~

~~Effective January 1, 2021, through December 31, 2021.~~

~~The following fees are established to provide funds for contracts authorized by BOH 11.04.050:~~

~~A. Each private and public entity that bills for solid waste collection services shall pay an amount equivalent to ninety eight cents per month for each single family residential ratepayer in King County.~~

~~B. Each private and public entity that bills for solid waste collection services shall pay an amount equivalent to the fee set forth in Table 11.04-1 per month for each commercial solid waste collection service unit.~~

~~Table 11.04-1~~

~~Local Hazardous Waste Management Fees for Commercial Ratepayers~~

~~Size of Container or \_\_\_\_\_ Fee Amount per Service Unit~~

~~Containers in Service Unit~~

~~Less than or equal to 0.48 cubic \_\_\_\_\_ \$1.71 per month~~

~~yards or 96 gallons~~

~~Greater than 0.48 cubic yards \_\_\_\_\_ \$14.06 per month~~

~~or 96 gallons and less than~~

~~10 cubic yards~~

~~Greater than or equal to \_\_\_\_\_ \$54.04 per month~~

~~10 cubic yards~~

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204 ~~C. Each operator of a sewage treatment plant serving more than fifty customers~~  
205 ~~shall pay an amount equivalent to fifty three dollars and sixty two cents per million~~  
206 ~~gallons of sewage treated.~~

207 ~~D. Each transfer station and landfill shall pay two dollars and twelve cents for~~  
208 ~~each passenger licensed vehicle load of solid waste, and five dollars and fifty four cents~~  
209 ~~for each self hauler ton of solid waste, brought to such transfer station or landfill.~~

210 ~~E. All payments shall be based on actual performance data for the billing period.~~

211 ~~F. All fees shall be billed and remitted to the department on a quarterly basis. All~~  
212 ~~payments shall be due forty five days after receipt of bill.~~

213 ~~G. Each private and public entity that bills for solid waste collection services~~  
214 ~~shall provide an annual report of accounts and services to the local hazardous waste~~  
215 ~~management program in a format and on a schedule approved by the local hazardous~~  
216 ~~waste management program's management coordination committee.~~

217 ~~Part 4—Fees.~~

218 ~~Effective January 1, 2022, and Thereafter:))~~

219 The following fees are established to provide funds for contracts authorized by  
220 BOH 11.04.050:

221 A. Each private and public entity that bills for solid waste collection services  
222 shall pay an amount equivalent to one dollar and four cents per month for each single-  
223 family residential ratepayer in King County.

224 B. Each private and public entity that bills for solid waste collection services  
225 shall pay an amount equivalent to the fee set forth in Table 11.04-1 per month for each  
226 commercial solid waste collection service unit.

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## 227 Table 11.04-1

## 228 Local Hazardous Waste Management Fees for Commercial Ratepayers

229	Size of Container or	Fee Amount per Service Unit
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230	Containers in Service Unit	
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231	Less than or equal to 0.48 cubic	\$1.80 per month
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232	yards or 96 gallons	
-----	---------------------	--

233	Greater than 0.48 cubic yards	\$14.82 per month
-----	-------------------------------	-------------------

234	or 96 gallons and less than	
-----	-----------------------------	--

235	10 cubic yards	
-----	----------------	--

236	Greater than or equal to	\$56.96 per month
-----	--------------------------	-------------------

237	10 cubic yards	
-----	----------------	--

238 C. Each operator of a ~~((sewage))~~ wastewater treatment plant serving more than  
 239 fifty customers shall pay an amount equivalent to fifty-six dollars and fifty-one cents per  
 240 million gallons of ~~((sewage))~~ wastewater treated.

241 D. ~~((Each transfer station and landfill shall pay two dollars and twenty-three~~  
 242 ~~cents for each passenger licensed vehicle load of solid waste, and five dollars and eighty-~~  
 243 ~~four cents for each self hauler ton of solid waste, brought to such transfer station or~~  
 244 ~~landfill.))~~ For each self-haul load of solid waste brought to a transfer station or landfill:

245 1. The transfer station or landfill operator shall pay two dollars and twenty-three  
 246 cents for each self-haul load of solid waste that qualifies for the minimum solid waste  
 247 disposal fee; and

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248           2. The transfer station or landfill operator shall pay five dollars and eighty-four  
249           cents per ton for each self-haul load of solid waste that qualifies for the per-ton solid  
250           waste disposal fee.

251           E. All payments shall be based on actual performance data for the billing period.

252           F. All fees shall be billed and remitted to the department on a quarterly basis for  
253           deposit into the local hazardous waste fund. All payments shall be due forty-five days  
254           after receipt of bill.

255           G. Each private and public entity that bills for solid waste collection services  
256           shall provide an annual report of accounts and services to the local hazardous waste  
257           management program in a format and on a schedule approved by the local hazardous  
258           waste management program's management coordination committee.

259           SECTION 6. Effective date. This rule takes effect October 1, 2023.

260           SECTION 7. Severability. If any provision of this rule or its application to any

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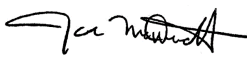
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- 261 person or circumstance is held invalid, the remainder of the rule or the application of the
- 262 provision to other persons or circumstances is not affected.

R&R was introduced on and passed by the Board of Health on 7/20/2023, by the following vote:

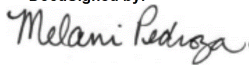
Yes: 11 - Chew, de Castro, Herbold, Kohl-Welles, Mosqueda,  
Daniels, Narruhn, Loo, Gudgel, Anderson and Koellen  
Excused: 6 - Baker, Honda, McDermott, Morales, Lucero and  
Dunn

KING BOARD OF HEALTH  
KING COUNTY, WASHINGTON

DocuSigned by:  
  
6D0F6E444F08459

Joe McDermott, Chair

ATTEST:

DocuSigned by:  
  
8DE1BB375AD3422...

Melani Pedroza, Clerk of the Board

**Attachments:** None

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Melani Pedroza

401 5TH AVE

SEATTLE, WA 98104

Melani.Pedroza@kingcounty.gov

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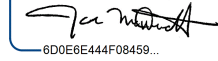
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Melani Pedroza

melani.pedroza@kingcounty.gov

Clerk of the Council

King County Council

Security Level: Email, Account Authentication  
(None)

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/21/2023 10:11:02 AM
Certified Delivered	Security Checked	7/27/2023 1:07:25 PM
Signing Complete	Security Checked	7/27/2023 1:07:30 PM
Completed	Security Checked	7/27/2023 1:07:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.