



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19347

Proposed No. 2020-0243.2

Sponsors McDermott

1 AN ORDINANCE relating to construction and demolition
 2 waste; authorizing the executive to enter into agreements
 3 for the disposition of construction and demolition waste
 4 generated within the county's jurisdiction; amending
 5 Ordinance 8891, Section 3, as amended, and K.C.C.
 6 10.04.020, Ordinance 10916, Section 1, as amended, and
 7 K.C.C. 10.30.010, Ordinance 10916, Section 4, as
 8 amended, and K.C.C. 10.30.020, Ordinance 10916, Section
 9 6, as amended, and K.C.C. 10.30.040 and Ordinance
 10 10916, Section 7, as amended, and K.C.C. 10.30.050 and
 11 prescribing penalties.

12 **STATEMENT OF FACTS:**

- 13 1. Ordinance 18166, enacted in 2015, authorized the solid waste division
 14 of the department of natural resources and parks to enter into agreements
 15 with privately-owned construction and demolition ("C&D") receiving
 16 facilities that establish minimum recycling requirements for C&D
 17 material.
- 18 2. Ordinance 18166 provided groundwork for expanding the number of
 19 facilities that recycle C&D waste generated in King County from one to
 20 eight locations thereby increasing the C&D recycling rate.

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21 3. While the recycling efforts are trending in a positive manner,
22 significant amounts of recyclable C&D materials are still being disposed
23 of at landfills. The privately owned C&D transfer facilities are working
24 with the solid waste division to reduce the amount of recyclable C&D
25 materials that are disposed of, and have identified the need for generators,
26 handlers and collectors of C&D waste to share responsibility in managing
27 C&D waste to maximize recovery of recyclable C&D materials. This
28 ordinance thereby adds a requirement for generators, handlers and
29 collectors of C&D to manage in a manner to maximize recovery of
30 recyclable C&D materials.

31 4. Additionally, this ordinance authorizes direct disposal of C&D waste at
32 an intermodal facility or landfill and approves a new form of the
33 agreement, which is Attachment A to this ordinance, for use with
34 receiving facilities, including intermodal facilities and landfills. The new
35 agreement and this ordinance specify the projects that qualify for direct
36 disposal and required procedures to ensure recyclable C&D materials are
37 adequately recovered from C&D waste. Allowing for direct disposal
38 while ensuring that recycling requirements are met reduces cost, traffic
39 and greenhouse gas emissions.

40 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

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

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

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

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

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

63 E. "C&D" means construction and demolition (~~waste~~).

64 F. "C&D receiving facility" means any properly licensed or permitted facility
65 that is designated by the county through an executed agreement as (~~the~~) a facility to

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66 which C&D (~~(, including residual C&D)~~) waste(~~(,)~~) is required to be delivered under this
67 (~~(Code)~~) title. A C&D receiving facility may be either a material recovery facility (~~(or)~~),
68 a transfer facility, (~~(or both)~~) a combination of a material recovery facility and a transfer
69 facility, intermodal facility or landfill.

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

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

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

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

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

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

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

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

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

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

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

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

107 S.1. "Construction and demolition (~~((C&D))~~) waste" or "C&D waste" means any
108 nonputrescible recyclable materials or nonrecyclable waste that results from construction,
109 remodeling, repair or demolition of buildings, roads or other structures and requires

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110 removal from the site of construction or demolition. Except where otherwise expressly
111 provided, "C&D waste" means C&D waste generated in the county jurisdiction.

112 2. "C&D waste" does not include land clearing materials such as soil, rock,
113 vegetation or contaminated soil, friable asbestos-containing waste material as defined
114 under Regulation III, Article 4 of the Puget Sound Clean Air Agency, unacceptable
115 waste, garbage, sewerage, animal carcasses or any other solid waste that does not meet
116 the definition of C&D waste.

117 T. "Container" means a portable device used for the collection, storage or
118 transportation, or any combination thereof, of solid waste including, but not limited to,
119 reusable containers, disposable containers and detachable containers.

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

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

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

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

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

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

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

140 BB. "Director" means the director of the department of natural resources and
141 parks or designee.

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

144 DD. "Disposal facility" means a facility or facilities where any final treatment,
145 utilization, processing or disposal of solid waste occurs.

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

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

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

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

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

160 JJ. "Eligible C&D demolition project" means a project on one or more
161 contiguous lots under common ownership or documented legal control and the
162 aggregated square footage space of the buildings and structures to be demolished exceeds
163 six thousand square feet.

164 KK. "Environmentally preferable products" means products that have fewer or
165 reduced negative impacts on human health or the environment compared to competing
166 products that serve the same purpose. This comparison may consider raw materials
167 acquisition, production, manufacturing, packaging, distribution, operation, maintenance,
168 reuse and disposal of the product.

169 ~~((KK.))~~ LL. "Facility" means all contiguous land and structures, other
170 appurtenances and improvements on the land used for the management of solid waste.

171 ~~((LL.))~~ MM. "Federal guidance" means guidelines provided by the United States
172 Environmental Protection Agency, the Offices of the Federal Environmental Executive,
173 federal executive orders or other guidelines offered by federal agencies.

174 ~~((MM.))~~ NN. "Fixed-rate vehicle" means an enclosed automobile having two or
175 four doors such as a hatchback or sedan (all without trailers). The definition of Fixed-
176 rate vehicles does not include minivans, vans, station wagons, sport utility vehicles,
177 trucks or pick-up trucks.

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178 ~~((NN-))~~ OO. "Franchise area" means a certificated hauler's territorial collection
179 area, which is delineated in the certificate of convenience and necessity issued by the
180 Washington Utilities and Transportation Commission.

181 ~~((OO-))~~ PP. "Garbage" means all putrescible wastes, except the following:

- 182 1. Organics that have been source separated for the purpose of recycling,
183 2. Sewage; and
184 3. Sewage sludge.

185 ~~((PP-))~~ QQ. "Hazardous waste" includes, but is not limited to, explosives,
186 medical wastes, radioactive wastes, pesticides and chemicals that are potentially harmful
187 to the public health or the environment. Unless otherwise defined by the health
188 department, "hazardous waste" has the same meaning as defined by the Washington state
189 Department of Ecology in the Washington Administrative Code.

190 ~~((QQ-))~~ RR. "Hazardous waste management plan" means a plan for managing
191 moderate risk wastes, under RCW 70.105.220.

192 ~~((RR-))~~ SS. "Health department" means the Seattle-King County department of
193 public health.

194 ~~((SS-))~~ TT. "Health officer" means the health department director or designee.

195 ~~((TT-))~~ UU. "Host city" means a city that has a county transfer facility within its
196 incorporated boundaries.

197 ~~((UU-))~~ VV. "Household hazardous waste" means any waste that exhibits any of
198 the properties of dangerous wastes that is exempt from regulation under chapter 70.105
199 RCW, Hazardous waste management, solely because the waste is generated by

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200 households. Household hazardous waste can also include other solid waste identified in
201 the local hazardous waste management plan.

202 ~~((VV-))~~ WW. "Illegal dumping" means disposing of solid waste in any manner
203 other than in a receptacle specifically provided for that purpose, in any public place,
204 public road, public park or private property or in the waters of King County, except as
205 authorized by King County or at the official solid waste disposal facility provided by the
206 county.

207 ~~((WW-))~~ XX. "Industrial solid wastes" means solid waste generated from
208 manufacturing operations, food processing or other industrial processes.

209 ~~((XX-))~~ YY. "Interlocal forum" means representatives of the metropolitan King
210 County council and representatives of incorporated cities and towns within King County
211 designated by the Suburban Cities Associated and by interlocal agreement to discuss
212 solid waste issues and facilitate regional cooperation in solid waste management. The
213 regional policy committee of the council is designated by interlocal agreements between
214 suburban cities and the county as the solid waste interlocal forum.

215 ~~((YY-))~~ ZZ. "Intermediate solid waste handling facility" means any intermediate
216 use or processing site engaged in solid waste handling that is not the final site of disposal.
217 This includes material recovery facilities, transfer stations, drop box~~((es-))~~ facilities and
218 baling and compaction sites.

219 ~~((ZZ-))~~ AAA. "Intermodal facility" means any facility operated for the purpose of
220 transporting closed containers of waste from one mode of transportation to another and
221 the containers are not opened for further treatment, processing or consolidation of the
222 waste.

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223 (~~AAA~~) BBB. "King County solid waste advisory committee" means the
224 committee formed in accordance with K.C.C. chapter 10.28 and chapter 70.95 RCW to
225 advise the county on solid waste management planning, assist in the development of
226 programs and policies concerning solid waste management and review and comment on
227 the comprehensive solid waste management plan and other proposed solid waste
228 management rules, policies or ordinances before adoption.

229 (~~BBB~~) CCC. "Landfill" means a disposal facility or part of a facility at which
230 solid waste is permanently placed in or on land including facilities that use solid waste as
231 a component of fill.

232 (~~CCC~~) DDD. "Landfill gas" means gas produced by the microbial
233 decomposition of municipal solid waste in a landfill.

234 (~~DDD~~) EEE. "Level of service" means the level and degree of service provided
235 at facilities, including hours of operation, classes of customers served and recyclable
236 materials collection available.

237 (~~EEE~~) FFF. "Liquid waste" means any solid waste that is deemed to contain
238 free liquids as determined by the Paint Filter Liquids Test, Method 9095, in "Test
239 Methods for Evaluating Solid Waste, Physical/Chemical Methods," EPA Publication
240 SW-846.31.

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

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245 ~~((GGG.))~~ HHH. "Material recovery facility" or "MRF" means any facility that
246 processes for transport mixed C&D waste or source separated solid waste for the purpose
247 of recycling.

248 ~~((HHH.))~~ III. "Mattress" means any material or combination of materials that is
249 enclosed by ticking, used along or in combination with other products, and that is
250 intended for or promoted for sleeping upon, including futons and crib or child mattresses.
251 "Mattress" also refers to the foundation, which means a ticking-covered structure used to
252 support a mattress or sleep surface. The structure may include constructed wood or other
253 frames, steel springs or other materials, used alone or in combination. "Mattress" does
254 not include any unattached mattress pad or unattached mattress topper or products
255 containing liquid-and gaseous-filled ticking, including a waterbed or air mattress that
256 does not contain upholstery material between the ticking and the mattress core. For per-
257 unit fee purposes, a foundation will be charged as a separate unit.

258 ~~((HH.))~~ JJJ. "Mixed C&D waste" means ~~((C&D))~~ waste containing both
259 recyclable C&D materials and nonrecyclable C&D waste ~~((material))~~ that has not been
260 separated.

261 ~~((JJ.))~~ KKK. "Mixed waste processing" means sorting of solid waste after
262 collection from the point of generation to remove recyclable materials from the solid
263 waste to be disposed.

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

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267 (~~(LLL.)~~) MMM. "Municipal solid waste" or "MSW" means a subset of solid
268 waste that includes unsegregated garbage, rubbish and similar solid waste material
269 discarded from residential, commercial, institutional and industrial sources and
270 community activities, including residue after recyclable materials have been separated.
271 Solid waste that has been segregated by source and characteristic may qualify for
272 management as a non-MSW solid waste, at a facility designed and operated to address
273 the waste's characteristics and potential environmental impacts. (~~(L)~~)MSW(~~(L)~~) does not
274 include:

- 275 1. Dangerous wastes other than wastes excluded from the requirements of
276 chapter 173-303 WAC in WAC 173-303-071, such as household hazardous wastes;
- 277 2. Any solid waste, including contaminated soil and debris, resulting from
278 response action taken under section 104 or 106 of the Comprehensive Environmental
279 Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601), chapter 70.105D
280 RCW, chapter 173-340 WAC or a remedial action taken under those rules; (~~(O)~~)
- 281 3. Mixed or segregated recyclable material that has been source-separated from
282 garbage, rubbish and similar solid waste. The residual from source separated recyclable
283 materials is MSW; or
- 284 4. C&D waste.

285 (~~(MMM.)~~) NNN. "Natural background" means the concentration of a hazardous
286 substance consistently present in the environment that has not been influenced by
287 localized human activities.

288 (~~(NNN.)~~) OOO. "Noncommercial user" means any person who uses King County
289 solid waste facilities but is not engaged in the business of solid waste handling.

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290 (~~OOO~~) PPP. "Nonrecyclable C&D waste" means any C&D waste that is not
291 recyclable C&D (~~waste~~) materials. C&D waste used as alternative daily cover for
292 landfills or as a waste stabilizer is considered nonrecyclable C&D waste.

293 (~~PPP~~) QQQ. "Oil" means engine lubricating, gear, hydraulic, fuel and other
294 types of oil.

295 (~~QQQ~~) RRR. "Operating hours" means those times during which solid waste
296 facilities are normally open and available for the delivery of solid waste.

297 (~~RRR~~) SSS. "Organics" means yard waste, food waste and soiled paper
298 products determined by the division director to be acceptable for composting.

299 (~~SSS~~) TTT. "Person" means any individual, association, business, firm,
300 corporation, limited liability corporation, copartnership, marital community, political
301 subdivision, municipality, government agency, industry, public or private corporation or
302 any other entity whatever.

303 (~~TTT~~) UUU. "Per-ton-rate vehicle" means any vehicle that is not a fixed-rate
304 vehicle. "Per-ton-rate vehicles" include, but are not limited to, minivans, vans, station
305 wagons, sport utility vehicles, vehicles with trailers, trucks, pick-up trucks, motorhomes,
306 buses and commercial vehicles.

307 (~~UUU~~) VVV. "Post-closure" means the requirements placed upon disposal
308 facilities after closure to ensure their environmental safety for at least a thirty-year period
309 or until the site becomes stabilized, which means there is little or no settlement, gas
310 production or leachate generation.

311 (~~VVV~~) WWW. "Postconsumer material" means material has been previously
312 used by consumers that is diverted from the solid waste stream.

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313 (~~WWW~~) XXX. "Practicable" means satisfactory in performance and available
314 at a fair and reasonable price.

315 (~~XXX~~) YYY. "Primary recyclable materials" means recyclable materials that
316 are commonly collected and are included under the minimum service levels for recycling
317 collection programs. These include paper, cardboard, glass, tin and aluminum beverage
318 containers, high density polyethylene (HDPE) and polyethylene terephthalate (PET)
319 bottles and yard waste less than four inches in diameter, four feet long, or both.

320 (~~YYY~~) ZZZ. "Product stewardship" means taking measures to minimize the
321 impacts of a product on the environment during its life cycle. The principle of product
322 stewardship applies to designers, suppliers, manufacturers, distributors, retailers,
323 consumers, recyclers and disposers.

324 (~~ZZZ~~) AAA. "Putrescible waste" means solid waste that contains material
325 capable of being readily decomposed by microorganisms and which is likely to produce
326 offensive odors.

327 (~~AAA~~) BBB. "Reclamation site" means a location used for the processing
328 or the storage of recycled waste.

329 (~~BBB~~) CCC. "Recovered material" means waste material that has been
330 recovered from the solid waste stream, but does not include material generated from and
331 commonly reused on site in an original manufacturing process.

332 (~~CCC~~) DDD. "Recyclable C&D (~~waste~~) materials" means C&D (~~waste~~)
333 materials that can be kept out of or recovered from C&D waste and reused or transformed
334 into a usable product. Recyclable C&D (~~waste~~) materials may consist of a single type

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335 of recyclable material or a mixture of two or more types of recyclable materials. Material
336 used to produce hog fuel is recyclable C&D (~~(waste)~~) material.

337 ~~((DDDD-))~~ EEEE. "Recyclable materials" means those solid wastes that are
338 separated for reuse, recycling or composting, including, but not limited to, papers,
339 cardboard, metals, glass, plastic bottles and containers, plastic bags, mattresses, yard
340 waste, food waste, wood waste, chemicals, oil, textiles, white goods and other materials
341 that are identified as recyclable material under the King County comprehensive solid
342 waste management plan.

343 ~~((EEEE-))~~ FFFF. "Recycled paper" means paper meeting recycled content
344 standards in federal guidance.

345 ~~((FFFF-))~~ GGGG. "Recycled product" means a product manufactured with the
346 maximum practicable amount of recovered material, especially postconsumer material.

347 ~~((GGGG-))~~ HHHH. "Recycling" means transforming or remanufacturing waste
348 materials into usable or marketable materials for use other than landfill disposal or
349 incineration. "Recycling" does not include collection, compacting, repackaging or
350 sorting, or any combination thereof, for the purpose of transport. "Recycling" does not
351 include combustion of solid waste or preparation of a fuel from solid waste.

352 ~~((HHHH-))~~ IIII. "Region" means the area encompassing those cities with solid
353 waste signed interlocal agreements and unincorporated areas of King County that are
354 included in the comprehensive solid waste management plan. "Region" includes all of
355 King County except the cities of Seattle and Milton.

356 ~~((HH-))~~ JJJJ. "Regional direct" means any solid waste, except C&D waste,
357 generated and collected in King County and transported to Cedar Hills regional landfill

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358 by conventional long haul transfer vehicles from privately owned solid waste transfer
359 stations or intermediate handling facilities permitted by the health department as provided
360 for in King County board of health regulations.

361 ~~((JJJ-))~~ KKKK. "Regulated refrigerant" means a class I or class II substance as
362 listed in Title VI of the Federal Clean Air Act Amendments of 1990.

363 ~~((KKKK-))~~ LLLL. "Residual C&D waste" means the nonrecyclable waste
364 remaining after recycling processes have removed recyclable ~~((waste))~~ C&D materials.

365 ~~((LLL-))~~ MMMM. "Reuse" means the return of a commodity into the economic
366 stream for use.

367 ~~((MMMM-))~~ NNNN. "Rubbish" means all nonputrescible wastes, except C&D
368 waste or materials that have been source separated for the purpose of recycling.

369 ~~((NNNN-))~~ OOOO. "Rural transfer facilities" means the Vashon and Enumclaw
370 transfer stations, the Cedar Falls and Skykomish drop box facilities and other facilities
371 the division director designates as rural transfer facilities.

372 ~~((OOOO-))~~ PPPP. "Salvaging" or "scavenging" means the removal of materials
373 from a solid waste facility without the authorization of the division director and the health
374 officer.

375 ~~((PPPP-))~~ QQQQ. "Secondary recyclable materials" means those recyclable
376 materials that have not been designated as being included in the county's minimum
377 service levels for recyclable materials collection. "Secondary recyclable" are those with
378 generally limited markets, a lack of collection systems or a limited number of generators
379 of the material.

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380 (~~QQQQ~~) RRRR. "Secured load" means a load of solid waste that has been
381 securely fastened, covered, or both in a manner that will prevent the covering or any part
382 of the load from becoming loose, detached or leaving the vehicle while the vehicle is
383 moving except sand may be dropped for the purpose of securing traction.

384 (~~RRRR~~) SSSS. "Self-hauler" means county residents, business and institutions
385 who choose to bring their municipal solid waste and recyclable materials to the transfer
386 facilities themselves.

387 (~~SSSS~~) TTTT. "Shall" and "will" in a policy mean that it is mandatory to carry
388 out the policy. "Should" in a policy provides noncompulsory guidance and establishes
389 some discretion in making decisions. "May" in a policy means that it is in the interest of
390 the county or other named entity to carry out the policy but there is a total discretion in
391 making decisions.

392 (~~TTTT~~) UUUU. "Solid waste" or "wastes" means all putrescible and
393 nonputrescible solid and semisolid wastes, except wastes identified in WAC 173-350-
394 020, including, but not limited to, garbage, rubbish, ashes, industrial wastes, commercial
395 waste, sewage sludge, demolition and construction wastes, abandoned vehicles or parts
396 thereof, contaminated soils and contaminated dredged material, discarded commodities
397 and recyclable materials.

398 (~~UUUU~~) VVVV. "Solid waste collection entity" means every person owning,
399 controlling, operating or managing vehicles used in the business of transporting solid
400 waste for collection or disposal, or both, for compensation including all certificated
401 haulers, any city using its own employees or any person operating under a contract with

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402 or franchise from a city or town performing solid waste collection services within the
403 jurisdiction.

404 ~~((VVVV-))~~ WWWW. "Solid waste facility" means a disposal facility or
405 intermediate solid waste handling facility. "Solid waste facility" includes, but is not
406 limited to, transfer stations, intermodal facilities, landfills, incinerators, composting
407 plants and facilities for the recycling or recovery of resources from solid waste or the
408 conversion of the energy from solid waste to more useful forms or combinations thereof.
409 "Solid waste facility" includes all contiguous land, including buffers and setbacks, and
410 structures, other appurtenances and improvements on the land used for solid waste
411 handling.

412 ~~((WWWW-))~~ XXXX. "Solid waste interlocal agreement" means an agreement
413 between a city and the county for use of the King County solid waste system for disposal
414 of solid waste generated or collected within the city.

415 ~~((XXXX-))~~ YYYY. "Solid waste management" means the systematic
416 administration of activities that provide for the reduction in generated volume, source
417 separation, collection, storage, transportation, transfer, recycling, processing, treatment
418 and disposal of solid waste. "Solid waste management" includes public education and
419 marketing activities.

420 ~~((YYYY-))~~ ZZZZ. "Solid waste system" means King County's system of solid
421 waste facilities as authorized under RCW 36.58.040 as here enacted or otherwise
422 amended and as established in accordance with the approved King County
423 comprehensive solid waste management plan.

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424 (~~(ZZZZZ-)~~) AAAAA. "Source separation" means the separation of recyclable
425 materials from other solid waste at the place where the waste originates.

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

432 (~~(BBBBB-)~~) CCCCC. "Suspect waste" means any waste the division director
433 suspects may be unauthorized waste.

434 (~~(CCCCC-)~~) DDDDD. "Sustainable building principles" means the use of energy-
435 and resource-efficient site and building design, construction, operations and management.

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

441 (~~(EEEEEE-)~~) FFFFF. "Unacceptable waste" means any material for which the
442 transportation or disposal would constitute a violation of any governmental requirement
443 pertaining to health, safety or the environment. The material may include, but is not
444 limited to, hazardous, extremely hazardous or dangerous waste as designated under
445 Washington state or federal law, including, but not limited to, regulations contained in the

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446 Washington Administrative Code, now in effect or as may be hereafter amended, or in
447 the Code of Federal regulations, now in effect or as may be hereafter amended.

448 ~~((FFFFF.))~~ GGGGG. "Unauthorized waste" means waste that is not acceptable
449 for disposal at any or a specific solid waste facility according to applicable rules or a
450 determination of the division director.

451 ~~((GGGGG.))~~ HHHHH. "Uncompacted waste" means any solid waste in an
452 uncompressed or loose condition.

453 ~~((HHHHH.))~~ IIIII. "Unincorporated service area" means the geographical area of
454 unincorporated King County designated to receive the solid waste, recyclable material
455 and organics collection services defined in this chapter. The unincorporated service area
456 does not include:

- 457 1. Vashon Island (served under Certificate No. G-87, Tariff No. 7);
458 2. Snoqualmie pass (served under Certificate No. G-237, Tariff No. 10); and
459 3. Areas where residential garbage collection service is not provided by a
460 certificated hauler.

461 ~~((HHH.))~~ JJJJJ. "Unsecured load" means a load of solid waste that has not been
462 securely fastened, covered, or both to prevent the covering or any part of the load from
463 becoming loose, detached or leaving the vehicle while the vehicle is moving.

464 ~~((JJJJ.))~~ KKKKK. "Urban transfer facilities" means the county's Algona, Bow
465 Lake, Factoria, Houghton, Shoreline, and Renton transfer facilities and other transfer
466 facilities the division director designates as urban transfer facilities.

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467 (~~(KKKKK.)~~) LLLLL. "Washington Utilities and Transportation Commission"
468 means the state commission created under chapter 80.01 RCW, as now enacted or
469 hereafter amended.

470 (~~(LLLLL.)~~) MMMMM. "Waste diversion plan" means a plan prepared in a
471 format approved by the division and submitted to the division by the generator, including
472 but not limited to the property owner or demolition contractor, for an eligible C&D
473 demolition project as required by K.C.C. 10.30.020.A.

474 NNNNN. "Waste export" means the act of sending waste to a disposal facility
475 out of the region.

476 (~~(MMMMM.)~~) OOOOO. "Waste reduction" means reducing the amount or type
477 of waste generated.

478 (~~(NNNNN.)~~) PPPPP. "Waste stream" means the total flow of solid waste from
479 homes, businesses, institutions and manufacturing plants that must be recycled or
480 disposed in landfills, or any segment thereof, such as the "residential waste stream" or the
481 "recyclable waste stream."

482 (~~(OOOOO.)~~) QQQQQ. "White goods" means major appliances, including
483 refrigerators, freezers, heat pumps, air conditioners, stoves, ranges, dishwashers, washers,
484 dryers, trash compactors, dehumidifiers and other appliances specified by the division
485 director.

486 (~~(PPPPP.)~~) RRRRR. "White goods collection area" means an area used by county
487 residents to deposit source separated white goods.

488 (~~(QQQQQ.)~~) SSSSS. "Wood waste" means solid waste consisting of wood pieces
489 or particles generated as a byproduct resulting from the handling and processing of wood,

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490 including, but not limited to, hog fuel, sawdust, shavings, chips, bark, small pieces of
491 wood, stumps, limbs and any other material composed largely of wood that has no
492 significant commercial value, but does not include slash developed from logging
493 operations unless disposed of on a different site, and does not include wood pieces or
494 particles containing chemical preservatives such as creosote, pentachlorophenol or
495 copper-chrome-arsenate.

496 ~~((RRRRR.))~~ TTTTT. "Woody debris" means natural vegetation greater than four
497 inches in diameter, four feet in length, or both, such as stumps, fallen tree branches or
498 limbs, resulting from land clearing activity, storms or natural disasters.

499 ~~((SSSSS.))~~ UUUUU. "Yard waste" means a compostable organic material
500 generated in yards or gardens, including but not limited to, leaves, grass, branches,
501 prunings and clippings of woody and fleshy plants and unflocked holiday trees, but does
502 not include rocks, dirt or sod, concrete, asphalt, bricks, land-clearing wastes, demolition
503 wastes, wood waste or food waste.

504 ~~((TTTTT.))~~ VVVVV. "Yard waste collection area" means an area used by county
505 residents, businesses and institutions to deposit source-separated yard waste.

506 ~~((UUUUU.))~~ WWWWW. "Zero waste of resources" is a planning principle and
507 framework designated to eliminate the disposal of materials with economic value through
508 reuse, recycling, or both.

509 SECTION 2. Ordinance 10916, Section 1, as amended, and K.C.C. 10.30.010 are
510 hereby amended to read as follows:

511 The purpose of this chapter is to assure that there will be C&D disposal facilities
512 to serve King County, that in accordance with the comprehensive solid waste

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513 management plan, C&D is recycled to the maximum extent feasible, that the Cedar Hills
514 regional landfill may continue to be dedicated to receiving municipal solid waste (MSW),
515 and that C&D disposal is subject to King County's strict environmental controls.

516 SECTION 3. Ordinance 10916, Section 4, as amended, and K.C.C. 10.30.020 are
517 hereby amended to read as follows:

518 A.1. ~~((Facilities either owned, operated, or both, by a person or persons with which
519 King County has agreements for C&D handling, are designated as the receiving facilities
520 for all mixed and nonrecyclable C&D waste generated within the county jurisdiction.))~~ All
521 generators, handlers and collectors of mixed ~~((and))~~ C&D waste or nonrecyclable C&D
522 waste generated within the county's jurisdiction shall deliver, or ensure delivery to, a
523 designated C&D receiving facility ((specified by the division director)) in accordance with
524 the conditions in subsection A.2., 3. and 4. of this section, except as permitted by
525 subsections C. and E. of this section. For the purposes of this section, "generators, handlers
526 and collectors" means a person or persons who either produce C&D waste or transport it to
527 a C&D receiving facility or C&D recycling facility. A "generator" may include, but is not
528 limited to, a property owner, a demolition contractor or general contractor engaging in
529 construction, remodeling, repair or demolition of buildings, roads or other structures that
530 produces C&D waste. A "handler" may include, but is not limited to, a contractor or a
531 subcontractor engaging in construction, remodeling, repair or demolition of buildings,
532 roads or other structures that produces C&D waste. A "collector" may include, but is not
533 limited to, a person or persons that transport C&D waste from a job site to a C&D
534 receiving facility.

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535 2. A generator, handler or collector of mixed C&D waste generated within the
536 county's jurisdiction shall not deliver to, or ensure delivery to, a C&D receiving facility that
537 is an intermodal facility or landfill.

538 3. A generator, handler or collector of C&D waste generated within the county's
539 jurisdiction shall not deliver, or cause delivery of, a load of C&D waste to a C&D receiving
540 facility that is a transfer facility unless:

541 a. the generator, handler or collector ensures before delivery that the load
542 contains no more than twenty percent of the recyclable C&D materials banned from
543 landfill disposal under subsection G. of this section and that will be assessed through
544 visual inspection by the transfer facility; or

545 b. the generator, handler or collector confirms before or upon delivery that the
546 transfer facility shall transfer the load to a C&D receiving facility that is a material
547 recovery facility or shall otherwise manage the load to remove materials banned from
548 landfill disposal under subsection G. of this section, and the transfer facility provides
549 documentation to the generator, handler or collector delivering the load that the transfer
550 facility will manage or has managed the load in a manner that complies with these
551 requirements.

552 4. A generator, handler or collector of nonrecyclable C&D waste generated
553 within the county's jurisdiction shall not deliver to, or ensure delivery to, a C&D
554 receiving facility that is an intermodal facility or landfill, except as follows:

555 a. A generator, handler or collector of nonrecyclable C&D waste from an
556 eligible C&D demolition project may deliver directly to or ensure delivery directly to, a
557 C&D receiving facility that is an intermodal facility or landfill only in accordance with a

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558 waste diversion plan that adheres to the requirements in subsection H. of this section and
559 has been approved in writing by the division; and

560 b. For each eligible C&D demolition project with an approved waste diversion
561 plan, the generator must also submit a waste diversion report to the division within sixty
562 days following completion of demolition activities. The waste diversion report shall
563 verify compliance with the waste diversion plan and be accompanied by receipts from the
564 intermodal facilities or landfills that received nonrecyclable C&D waste and, when
565 included as a component of the approved plan, from the C&D recycling facilities that
566 received the recyclable C&D materials or the C&D receiving facilities that received the
567 mixed C&D waste.

568 B. Facilities either owned, operated, or both, by a person or persons with which
569 King County has agreements for the disposition of C&D waste, are designated as the
570 receiving facilities for all mixed and nonrecyclable C&D waste generated within the county
571 jurisdiction. The division director shall enforce the agreements with owners or operators of
572 designated ((facilities for)) C&D ((recycling and waste handling services)) receiving
573 facilities. If the division director determines the ((owner)) facility is not in compliance with
574 the agreement, the division director may suspend ((that owner's)) the facility's right to
575 accept mixed C&D waste and nonrecyclable C&D waste during the period of
576 noncompliance.

577 C. Recyclable C&D materials may be transported to any C&D recycling facility or
578 to a recycling market in or outside of King County.

579 D. Violations of this ((sub))section are subject to enforcement authority under
580 K.C.C. 10.30.030 and the enforcement actions under K.C.C. 10.30.040.

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

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

586 b. contained in loads of municipal solid waste.

587 2. (~~Notwithstanding subsection E.1. of this section, t~~)The county may accept
588 C&D waste in excess of the ((limitations of this section)) small quantities provided for in
589 subsection E.1. of this section at county-owned transfer stations that comply with the
590 recycling requirements in this chapter or that collect and transfer C&D waste to facilities
591 designated in accordance with subsection ((A.)) B. of this section.

592 F. The county guarantees no minimum volume of mixed and nonrecyclable C&D
593 waste to be delivered to the designated C&D receiving facilities. The county intends and
594 expressly reserves the right to encourage reductions in the waste stream through increased
595 recycling.

596 G. The division director shall develop and publish on the division's website a list
597 of ((~~readily~~)) recyclable C&D materials that, except as otherwise provided in this chapter,
598 are banned from disposal at a landfill by a C&D receiving facility ((~~from disposing at a~~
599 ~~landfill~~)) and update this list based on current market conditions and regional processing
600 capacity for recyclable C&D materials.

601 H. The division director shall develop and publish on the division's website a
602 format for the waste diversion plan. A waste diversion plan submitted under this section
603 must adhere to the format approved by the division director, show that the disposition of

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604 C&D waste is planned in a manner that maximizes recovery of the recyclable C&D
605 materials banned from landfill disposal under subsection G. of this section, list the
606 proposed intermodal facilities or landfills that will receive nonrecyclable C&D waste and
607 list the proposed facilities to process mixed C&D waste and recyclable materials generated
608 during the eligible C&D demolition project. Within fifteen calendar days of receiving a
609 waste diversion plan submission, the division director or designee shall approve or deny the
610 waste diversion plan by letter or email. A denial shall include the reason or reasons why
611 the plan does not meet the performance standards in this subsection, and the generator
612 submitting the waste diversion plan shall have the opportunity to revise and resubmit the
613 waste diversion plan to the division for reconsideration.

614 SECTION 4. Ordinance 10916, Section 6, as amended, and K.C.C. 10.30.040 are
615 hereby amended to read as follows:

616 A. Any person who violates this chapter or any rules adopted under this chapter, or
617 who, by any act or omission, aids or abets such a violation shall be subject to enforcement
618 and civil penalties as provided in K.C.C. Title 23. Authority is provided through K.C.C.
619 23.02.040 for assessment of civil penalties under K.C.C. chapter 23.32 ((K.C.C.)).

620 B. Notwithstanding the existence or use of any other remedy, any person who
621 violates K.C.C. 10.30.020.A.4., in the director's sole discretion, may be prohibited from
622 delivering or ensuring delivery of nonrecyclable C&D waste directly to a C&D receiving
623 facility that is an intermodal facility or landfill for a period not to exceed six months. A
624 person receiving a notice of noncompliance under this subsection may submit a written
625 request for reconsideration to the division director within fifteen calendar days of the date

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626 of the notice. The division director shall promptly issue a final decision, which shall be
627 appealable as provided in K.C.C. 20.22.080.

628 C. Notwithstanding the existence or use of any other remedy, the division director
629 may seek legal or equitable relief to enjoin any acts or practices that constitute a violation
630 of any provision of this chapter.

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

633 A fee as specified in K.C.C. 4A.670.300, is imposed on C&D wastes generated in
634 the county's jurisdiction and disposed by C&D receiving facilities at landfills for the
635 purpose of funding division costs to manage the C&D recycling and disposal program,
636 Owners of facilities with which the county has an agreement for their facilities to receive
637 C&D waste shall provide to the county upon request any information necessary to verify
638 the collection and remittance of the fee. The owner shall remit all fee amounts to the solid
639 waste division monthly.

640 SECTION 6. The King County executive is hereby authorized to enter into
641 agreements with C&D receiving facilities, substantially in the form of Attachment A to this
642 ordinance, that establish the roles and responsibilities of the facilities in resource recovery
643 and disposing of C&D waste.

644 SECTION 7. A. By April 28, 2023, the executive shall file a report with the
645 council that describes the C&D enforcement activities undertaken by the Solid Waste
646 Division in the first year after this ordinance is effective. The report shall include, but not
647 be limited to:

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648 1. The number of eligible C&D demolition projects with waste diversion plans
649 approved by the Solid Waste Division, and the associated cumulative tonnage delivered
650 to intermodal facilities and landfills that are C&D receiving facilities;

651 2. A list of intermodal facilities and landfills that have executed a Designated
652 Facility Agreement with the county;

653 3. A summary of enforcement actions completed related to generators, handlers
654 or collectors that use intermodal facilities and landfills that are C&D receiving facilities,
655 including the number of suspensions issued and tonnage disposed in violation of the
656 requirements in K.C.C. 10.30;

657 4. A summary of enforcement actions completed related to the intermodal
658 facilities and landfills that are C&D receiving facilities, including the number of and
659 dates of any visits to these intermodal facilities and landfills and any findings,
660 suspensions, or terminations;

661 5. The amount of fee revenue remitted to the Solid Waste Division in
662 accordance with K.C.C. 10.30.050; and

663 6. An assessment of whether direct delivery of C&D waste to intermodal
664 facilities and landfills that are C&D receiving facilities impacts progress toward
665 achieving the construction and demolition recycling targets established in the 2020
666 Strategic Climate Action Plan adopted by Motion 15866.

667 B. The executive shall electronically file the report with the clerk of the council,
668 who shall retain the original and provide an electronic copy to all councilmembers, the
669 council chief of staff, chief policy officer and the lead staff for the committee of the
670 whole, or its successor.

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671 C. This section expires when the report required by this section is filed with the
672 clerk of the council.

673 SECTION 8. This ordinance takes effect January 1, 2022.

Ordinance 19347 was introduced on 1/26/2021 and passed by the Metropolitan King County Council on 10/19/2021, by the following vote:

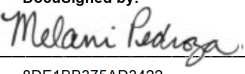
Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

7E1C273CE9994B6...
Claudia Balducci, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

APPROVED this _____ day of 11/2/2021, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Designated Facility Agreement Dated June 14, 2021

DESIGNATED FACILITY AGREEMENT

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 [Permittee], the owner, operator or both (“Permittee”) of that certain construction and demolition (“C&D”) waste handling facility located at [Address] (“Facility”) commonly known as [Facility Name]. 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. Additionally, capitalized terms used in this Agreement that are not defined herein shall have their meanings found in KCC Title 10.

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- 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 entered into a designated facility agreement with the County and is designated to receive C&D Waste, including residual C&D Waste. A C&D Receiving Facility may be either a Materials Recovery Facility (MRF), Transfer Facility, combination MRF and Transfer Facility, Intermodal Facility or Landfill. As used in this Agreement, "Designated Facility" or "Facility" means the Permittee's C&D Receiving Facility located at [Facility Address].
- c. "Construction and Demolition (C&D) Waste" means any nonputrescible recyclable materials 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. "Direct Disposal" means the shipment of C&D Waste from an Eligible C&D Demolition Project that meets the criteria specified in Section 8. to an Intermodal Facility or a Landfill without further treatment, processing or consolidation at a C&D MRF or Transfer Facility.
- f. "Eligible C&D Demolition Project" means a project on one or more contiguous lots under common ownership or documented legal control and the aggregated square footage space of the buildings and structures to be demolished exceeds six thousand square feet; and for which the Division has approved a Waste Diversion Plan.
- g. "Intermodal Facility" means a facility operated for the purpose of transporting closed containers of waste from one mode of transportation to another and the containers are not opened for further treatment, processing or consolidation of the waste.
- h. "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. A Landfill may qualify as a C&D Receiving Facility for loads of Nonrecyclable C&D Waste received from Eligible C&D Demolition Projects that are shipped via an Intermodal Facility or other modes of transportation, provided that the Eligible C&D Demolition Project meets the criteria specified in Section 8. and the landfill meets the disposal facility criteria described under Section 4.

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- i. "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.
 - j. "Mixed C&D Waste" means C&D Waste containing both Recyclable C&D Materials and Nonrecyclable C&D Waste that has not been separated.
 - k. "Nonrecyclable C&D Waste" means any C&D Waste that is not Recyclable C&D Materials. C&D Waste used as alternative daily cover for landfills or as waste stabilizer are considered Nonrecyclable C&D Waste.
 - l. "Processing" or "Processed" means the separation of Recyclable C&D Materials from Mixed C&D Waste using multiple separation processes to maximize efficiency of separation, such as a conveyor and pick line.
 - m. "Recyclable C&D Materials" means C&D materials that can be kept out of or recovered from C&D Waste and reused or transformed into a usable product. Recyclable C&D Materials may consist of a single type of recyclable material or a mixture of two or more types of recyclable materials. Material used to produce hog fuel is Recyclable C&D Material.
 - n. "Residuals" means residual C&D Waste that is the nonrecyclable waste remaining after recycling processes have removed recyclable materials at a MRF such as screened fines, post-processed Nonrecyclable C&D Waste, alternative daily cover, and industrial waste stabilizer.
 - o. "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 operations.
 - p. "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, 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 or in the Code of Federal Regulations, 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. Except as otherwise provided in Section 10, 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.

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- (6) for Intermodal Facilities and Landfills qualifying as C&D Receiving Facilities, the Eligible C&D Demolition Project sending the C&D Waste fails to meet the conditions specified in Section 8.
- 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 5-8 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 or accept at Landfills C&D Waste containing Recyclable C&D 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 Materials 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 12. 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

DESIGNATED FACILITY AGREEMENT

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. Compliance with Disposal Bans at C&D Transfer Facilities.

a. Applicability:

The following procedures shall apply to C&D Transfer Facilities except as follows:

- (1) Vehicles with a load capacity less than three cubic yards (e.g., pickup truck size loads).
- (2) Loads of Mixed C&D Waste that are determined to be suitable for processing by a C&D MRF as they enter the C&D Transfer Facility, provided that the contents are processed by a designated C&D MRF.
- (3) Loads containing Recyclable C&D Materials meeting or exceeding the Action Level Threshold in Section 7.e below that are rejected by a designated C&D MRF, provided that the C&D Transfer Facility retains the load rejection documentation submitted to the C&D Transfer Facility from the C&D MRF that rejected the load. See Section 7.c (2) below. This exemption does not apply to a designated C&D Transfer Facility that operates a designated C&D MRF within the same contiguous property.

b. Action Level Threshold:

As used in this Agreement, the "Action Level Threshold" means a shipment destined for landfill disposal that contains 20% or more of Recyclable C&D Materials by volume listed on the Director's List. The Division requires the Permittee to take action as specified in this section and in accordance with the Permittee's Waste Ban Compliance Plan (as defined below) for loads that meet or exceed the Action Level Threshold. To ensure compliance with the County's requirements and consistency among all C&D MRFs and C&D Transfer Facilities in characterizing incoming loads, King County shall offer a yearly training for all C&D Transfer Facility staff on approved methods for visually characterizing loads to determine compliance with the Action Level Threshold.

c. Waste Ban Compliance Plan Submission:

- (1) The Permittee shall submit a plan for the Facility using the format in Exhibit C, which describes the actions to be taken to comply with the ban of landfill disposal for Recyclable C&D Materials posted in the Director's List. The plan, referred to here as the "Waste Ban Compliance Plan," shall be submitted to the Division within 30 days of the date of Permittee executing this Agreement. The plan shall be updated as needed to incorporate current KCC Title 10 requirements regarding handling of C&D Waste.
- (2) The Waste Ban Compliance Plan shall address the following elements:
 - (a) Ongoing waste stream monitoring of all incoming loads, including:
 - (i) monitoring procedures
 - (ii) record keeping

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- (iii) facility response to loads that meet or exceed the Action Level Threshold, including communication and load disposition
 - (b) Other compliance plan elements, including:
 - (i) training
 - (ii) signage
 - (c) sample letters and other documents that will be used as part of the Facility's communication aids.
- (3) The Division shall have 30 days to review and approve the Waste Ban Compliance Plan or submit any requests for revisions.
- d. Load Monitoring:

Except as noted in Section 7.a, the Permittee must monitor all C&D Waste loads to identify if Recyclable C&D Materials meet or exceed the Action Level Threshold.
- e. Record Keeping:
 - (1) Training Records. The Permittee shall record and maintain records of employee training.
 - (2) Records of Loads Rejected from C&D MRFs. The Permittee shall also keep records of its receipt of loads containing Recyclable C&D Materials that exceed the Action Level Threshold but were rejected by a designated C&D MRF, including documentation from the C&D MRF that rejected the load. Such documentation shall contain information including the name of the designated C&D MRF, date of rejection, name of Generator/Handler/Collector, vehicle or container identification information, and the reason for the C&D MRF's rejection of the load. An approved form is attached at Exhibit D.
 - (3) Records of Loads Meeting or Exceeding Action Level Threshold. Except for loads covered under Section 7.e (2), the Permittee shall also keep records of its receipt of loads containing Recyclable C&D Materials that exceed the Action Level Threshold. The Permittee shall record the following information on a load inspection reporting sheet, using the format in Exhibit E:
 - (a) Date and time of inspection;
 - (b) Handler/Collector's name, address and phone number;
 - (c) Load scale ticket number (or other Facility specific load record number);
 - (d) Generator's name (if known);
 - (e) Disposition of the load;
 - (f) For each load meeting or exceeding the Action Level Threshold that is transferred for disposal at a landfill, an explanation of the decision to transfer the load for disposal; and,
 - (g) Documentation of communication follow-up with the Handler/Collector and/or Generators connected with the load that meets or exceeds the Action Level Threshold.
 - (4) Records Retention. Whenever possible, data should be kept in an electronic format that will be available to the Division on request. Facilities that keep electronic data will not be required to maintain paper copies at the Facility. Records shall be kept for a minimum duration of two years and be made available for inspection by the Division.

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- f. Notifications: The Permittee shall take the following actions when a load that meets or exceeds the Action Level Threshold is received at the Facility.
- (1) Notify the driver that the load contains materials that are banned from disposal by the Transfer Facility including the type and amount of banned material found in the load
 - (2) Within thirty (30) days of the observation, send a letter to the Handler/Collector (see Exhibit E as an example format) identifying the Generator (as available), detailing the type of banned material found in the load, and encouraging the Handler/Collector to work with its customers to separate banned materials and recycle them appropriately or dispose of Recyclable C&D Materials and Mixed C&D Waste at a C&D MRF. The letter may also discuss additional fees that may be applied to loads that meet or exceed the Action Level Threshold. The letter should include a King County Solid Waste Division fact sheet (copies to be supplied by the Division) to the Handler/Collector explaining the landfill disposal bans
 - (3) Whenever the Generator can be readily identified (such as through billing information or point of contact) the Permittee shall send a letter to the Generator within thirty (30) days of the observation (see Exhibit F for an example letter and format).
- g. Management of Loads that Meet or Exceed the Action Level Threshold: A Facility's Waste Ban Compliance Plan must identify how all loads that meet or exceed the Action Level Threshold will be managed, including addressing the hierarchy listed below:
- (1) Transfer the load to a designated C&D MRF.
 - (2) Accept the load; then separate and divert banned materials from landfill disposal.
 - (3) As a last resort, dispose of the load only when the waste cannot be transferred or recycled because reloading the waste would endanger workers or substantially disrupt facility operations. The Permittee's rationale for disposing a load that meets or exceeds the Action Level Threshold shall be recorded and retained in the Facility's load inspection reporting sheet.
- h. Other Compliance Elements:
- (1) The Waste Ban Compliance Plan shall include a description of initial and annual refresher training for Facility personnel regarding how to characterize waste loads for banned materials and keep proper records.
 - (2) The Waste Ban Compliance Plan shall include posting appropriate signs at the Facility entrance and at waste receiving areas informing Facility users of the waste ban regulations and listing the pertinent materials banned from disposal.
 - (3) The Waste Ban Compliance Plan shall address outreach efforts to inform customers of the disposal bans. King County shall provide the Facility with educational flyers to assist in these efforts.
8. Direct Disposal of C&D Waste. Intermodal Facilities and Landfill Permittees are approved to accept C&D Waste only from those Eligible C&D Demolition Projects that the Division has approved a Waste Diversion Plan and the Permittees have confirmation of that approval either from the Division or upon receipt of a copy of the

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Waste Diversion Plan from the Generator, Handler, or Collector prior to accepting the C&D Waste.

9. Corrective Actions—C&D MRFs.

- a. Any 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 25.c.
- b. A Permittee receiving a notice of suspension under Section 9.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.

10. Corrective Actions-C&D Transfer Facilities.

- a. Any finding of two or more violations of the approved Waste Ban Compliance Plan during a calendar year shall constitute grounds for designating the Facility as non-compliant with the disposal ban requirements. The Division Director shall determine whether grounds exist to support a violation of the approved Waste Ban Compliance Plan. The Division shall notify the Permittee in writing of the Facility's noncompliance and may suspend the Permittee's rights under this Agreement 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 25.c of the Agreement.
- b. A violation, related to the Facility's observation, recording and management of loads containing Recyclable C&D Materials at or above the Action Level Threshold, shall be determined based on a minimum of three observations documented by Division enforcement staff over a ninety (90) day period in which a load that was observed to contain Recyclable C&D Materials at or above the Action Level Threshold was not entered into the Facility's records and/or was not managed in a manner consistent with the approved Waste Ban Compliance Plan.
- c. A Permittee receiving a notice of suspension under Section 10.a or notice of termination under Section 25.c may request an informal administrative conference with the Division for the purpose of bringing out all of the facts and circumstances related to an alleged violation, promoting communications between concerned parties, and providing a forum for efficient resolution of any notice of suspension or termination. The Division may call a conference in response to a request from a Permittee aggrieved by the Division's notice to suspend or terminate the Permittee's right to accept C&D Waste under this Agreement or may call a conference on the Division's own motion. If an administrative conference is requested, the timelines in Section 25.c of this Agreement will be stayed pending resolution of the conference. As a result of the information developed at the conference, the Division may affirm, modify, or revoke its notice

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of suspension or termination. The administrative conference with the Division is optional and is not a prerequisite to utilization of any of the enforcement provisions described in this Agreement.

- d. A Permittee receiving a notice of suspension under Section 10.a may, within fifteen (15) days from the date of receipt, request reinstatement in writing based on changes to operating procedures and/or modification of the Waste Ban Compliance Plan. The Division will review submitted documentation in support of the request and, if the Division concurs, the Director will issue a written notice of reinstatement.
 - e. Any Permittee whose rights under this Agreement to accept C&D Waste are revoked or suspended may, within fifteen (15) days of service of the notice of suspension under Section 10.a, a notice of termination under Section 25.c (2), or a modified notice of suspension or termination under Section 10.c, file a written appeal with the Division Director. The written appeal must succinctly state the reasons that the decision should be modified or reversed and, to the extent applicable, must be accompanied by copies of the Agreement, the relevant Notice(s), and any other written materials relevant to the appeal. The Director will review the appeal, without a hearing, based solely on the written materials provided by the Permittee filing the appeal ("the Appellant"), by King County staff or agents, and by any third-party witnesses. Within fifteen (15) days of the date on which the appeal is received, the Director must serve upon the Appellant a notice that the Director has affirmed, modified or reversed the decision. Such notice is deemed served upon the Appellant when it is personally delivered, or when it is sent by United States mail, with proper postage prepaid, to the name and address set forth on the Agreement or the appeal request.
 - f. Nothing in this section is intended to limit the Division's authority to pursue any remedy available under the KCC, including but not limited to the provisions within KCC 10.30.020, -.030, and -.040.
 - g. Nothing in this section is intended to limit any additional remedies that may be available under state law.
11. Corrective Actions-- Direct Disposal. If the Generator, Handler or Collector fails to provide or comply with a Waste Diversion Plan for each Eligible C&D Demolition Project, or fails to provide a waste diversion report to the County, in the Division Director's sole discretion may prohibit the Generator, Handler or Collector from sending C&D Waste directly to Intermodal Facilities and Landfills for a period not to exceed six months duration from the date the notice is provided to the Generator, Handler or Collector. Landfills and Intermodal Facilities that are designated C&D Receiving Facilities will concurrently be notified by the Division of this action, along with the duration of the Generator's, Handler's or Collector's suspension. On a monthly basis, Intermodal Facilities and Landfills shall compare customer lists to the notifications of suspended Generators, Handlers or Collectors provided by the Division and alert the Division if a suspended Generator, Handler or Collector is using an Intermodal Facility or Landfill.
12. Appropriate Destination for Recyclable C&D Materials. The Permittee is responsible for ensuring that Recyclable C&D Materials are sent to facilities that reuse or recycle

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these materials to the maximum extent feasible, and minimize disposal of any Residuals.

13. Fee.

- a. Pursuant to KCC 10.30.050 and 4A.670.300, 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 that is disposed of at a Landfill . 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. For C&D MRFs and Transfer Facilities, payment shall be based on the percentage of the tons of C&D Waste from the County Jurisdiction compared 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.

$$100/250 = 40\%$$

$$40\% \times 200 = 80$$

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.

14. 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

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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.

15. Reports, Signage and Documentation.

- a. For MRFs and Transfer Facilities, the Permittee shall prepare and submit a monthly report in a format acceptable to the Division that must include the following information:
 - (1) Inbound tons by city or unincorporated area of origin.
 - (2) Tonnage of Mixed and Nonrecyclable C&D Waste received from within the County Jurisdiction.
 - (3) Tonnage of Mixed and Nonrecyclable C&D Waste received from outside the County Jurisdiction.
 - (4) Outbound tons by material type and destination:
 - (a) Tonnages shipped to a MRF, as applicable.
 - (b) Tonnages by material shipped to recycling end-markets such as manufacturing or reuse companies.
 - (c) Tonnages by material shipped to Beneficial Use end markets such as pulp and paper mills or industrial boilers.
 - (d) Tonnages of Nonrecyclable C&D Waste disposed at or otherwise delivered to a Landfill with identification of the Landfill.
 - (e) A monthly estimate of the tonnage of material remaining in stockpiles waiting Processing, shipment to end markets, or disposal.
- b. Facilities that provide monthly and annual reporting to the City of Seattle under Director's Rule SW-405.2 may use the same format for reporting to the Division, except that adequate documentation regarding calculation of the fee specified in Section 13 shall also be provided in a format acceptable to the Division.
- c. 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.
- d. Facilities that provide both MRF and Transfer Facility operations at the same location shall note on each tip receipt if the load was Processed.
- e. Intermodal Facilities and Landfill Permittees shall prepare and submit a monthly report in a format acceptable to the Division that provides the date, project location based on city or locale, weight of shipment for each direct shipment received from Eligible C&D Demolition Projects within the County's Jurisdiction. Intermodal and Landfill Permittees shall also maintain customer information on these shipments for a period of not less than two years, and upon request from the Division provide customer-specific information as it relates to the Division's enforcement of corrective actions under Section 11. Intermodal Facilities and Landfill Permittees shall also be required to provide documentation

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to the Division upon request as necessary to support the Division's enforcement efforts against a Generator, Handler or Collector responsible for delivery of C&D waste without an approved Waste Diversion Plan or who fail to adhere to an approved Waste Diversion Plan.

16. Permits, Licenses and Approvals.

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.

17. 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, now and as hereafter 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 25.c.

18. Right of Inspection.

- a. 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 disposal ban requirements, as applicable, provided in Sections 6, 7 and 8 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 Materials, 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

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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.

19. 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: (a) 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; (b) any and all Claims related to or arising from the Facility’s design, construction, operation, closure or post-closure care; and (c) 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, the 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 shall survive the expiration or earlier termination of this Agreement.

20. 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:

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- \$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/trucker’s 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.

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- (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, and this Section shall not be deemed to require both Permittee and its contractor to carry such insurance for the same work.
21. 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 from disclosure, the Permittee shall clearly identify each such portion with words such as "CONFIDENTIAL,"

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- “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.”
22. 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.
23. Effective Date. The Effective Date of this Agreement shall be the date when the Agreement is fully executed by all authorized Party representatives. 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.
24. 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.
25. Termination.
- a. The Division may, in its discretion, terminate this Agreement without cause provided that such termination shall commence no sooner than three hundred sixty-five (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

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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 26. 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 26.d.
26. 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.

DESIGNATED FACILITY AGREEMENT

- 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 through F represent the current applicable provisions and forms and are provided for the convenience of the Permittee. The Permittee is responsible for staying informed as to any changes to the Director's List (Exhibit A), Sampling Protocol (Exhibit B), Waste Ban Compliance Plan Template (Exhibit C), C&D MRF Rejected Load Form (Exhibit D), Load Inspection Reporting Sheet (Exhibit E) and Informational Letter Templates (Exhibit F). The Permittee agrees that any later revisions to these documents 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: _____

DESIGNATED FACILITY AGREEMENT

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.

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.

DESIGNATED FACILITY AGREEMENT

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: Katie Kennedy, katie.kennedy@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.

DESIGNATED FACILITY AGREEMENT

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.



DESIGNATED FACILITY AGREEMENT

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.

DESIGNATED FACILITY AGREEMENT

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).

DESIGNATED FACILITY AGREEMENT

Exhibit B SAMPLE DATA FORM C&D FACILITY PROCESSING RESIDUALS

Sample #: ____ Residual Stream: _____	Date: _____ Time: _____	
Sample Location: _____	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 3/4" thick
Wood, < 6"		

Materials in bold = take pictures.

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

DESIGNATED FACILITY AGREEMENT

Exhibit C Waste Ban Compliance Plan Template

Part A: General Information

1. Facility Operator Information

Facility Name:	Street Address:
City, State, ZIP:	
Telephone Number: e-mail:	Contact Name, Title:

2. Owner Information

Owner Name:	Street Address:
City, State, ZIP:	Contact Name, Title:
Telephone Number: e-mail:	

Part B: General Requirements

1. Training

How will requirements of waste ban compliance plan be communicated to relevant staff? Check all boxes that apply.

- Conduct annual waste ban training to staff Distribute compliance plan to staff
 Discuss at regularly scheduled meetings Other _____

2. Signage

Please attach photographs, or 8.5" X 11" specification sheet, of signs posted or to be posted at facility entrance and waste receiving areas that inform users of the prohibition against landfill disposal of C&D materials contained in the Directors List.

Signs were posted on _____ date. Signs will be posted on _____ date.

DESIGNATED FACILITY AGREEMENT

Part C: Ongoing Waste Stream Monitoring

1. Detection

How will the facility screen all incoming loads for C&D materials that are banned from landfill disposal at cumulative quantities that meet or exceed 20% of the load by volume (Action Level Threshold)? See Section 7 of the Designated Facility Agreement for further background.

Please check all that apply:

- Staff will inspect vehicles prior to dumping.
- Staff will look for banned materials as waste is handled by facility personnel operating heavy equipment (i.e., a bulldozer, front end loader).
- Other

2. Record Keeping

The facility operator will record and maintain the following information on all loads discovered through ongoing monitoring to contain banned material above the Action Level Threshold delivered in vehicles or containers with a capacity greater than 3 (three) cubic yards:

- Date and time of observation;
- Hauler's name,
- Load scale ticket number (or other facility specific load record number);
- Generator's name (if known)
- Disposition of load;
- Documentation of communication follow-up with haulers and/or generators connected with a load that meets or exceeds the Action Level Threshold.
- The results of the load inspection shall be documented on a load inspection recording sheet.

Please check:

- Attached is an example of facility's load inspection recording sheet.

Part E: Follow-Up for Loads that Meet or Exceed the Action Level Threshold

1. Communication

Please check:

- Provide sample letters that will be sent to any hauler and generator that delivers a load that meets or exceeds the Action Level Threshold to the facility, describing which material(s) caused the failure, and encouraging the hauler to work with its customers to separate recyclable C&D. Accompanying this letter should be a King County Solid Waste flyer explaining the landfill disposal bans.

DESIGNATED FACILITY AGREEMENT

2. Load Meeting or Exceeding Action Level Threshold Disposition

- When a load that meets or exceeds the Action Level Threshold is identified, the facility will adhere to the procedures outlined below in the following hierarchy presented:
- Transfer the material to a designated C&D Materials Recovery Facility.
- Accept the waste load; then to the maximum extent possible, separate and divert banned materials from disposal.
- As a last resort, dispose (or transfer for disposal of) the load only when the waste cannot be recycled or reloaded because reloading the waste would endanger workers or substantially disrupt facility operations. The facility operator's rationale for disposing a load that meets or exceeds the Action Level Threshold should be recorded and retained in facility's load inspection recording sheet.
- Other (please describe):

Compliance Plan Checklist

Are the following items attached?

- Sample signage
- Load Inspection Recording Sheet
- Sample letter to haulers
- Sample letter to generators
- Is the certification below signed?

Certification

I hereby certify that I have personally examined the foregoing and am familiar with the information contained in this document and all attachments and, that based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the information is true, accurate and complete. I am fully authorized to make this attestation on behalf of this facility.

Signature:

Date:

Print Name:

Title:

Organization Name:

Phone Number:

e-mail:

DESIGNATED FACILITY AGREEMENT

Exhibit D C&D MRF Rejected Load Form

Company Logo

Designated Construction and Demolition Material Recovery Facility Load Rejection Form

Company Name	Address
Phone	Email

Date:	
Hauler Name:	
License Number:	
Reason for Rejection:	
Signature	

DESIGNATED FACILITY AGREEMENT

Exhibit E Load Inspection Reporting Sheet

Record every load over 3 cubic yards meeting or exceeding Action Level Threshold

Date: _____

Observation	Scale Ticket# or Time	Hauling Company (and generator, when known)	Truck #	Load Size (cubic yards)	Material(s) Causing Load to Fail	How Was Load Managed?				
						Transfer to C&D MRF*	Separate & Recycle	Transfer for Disposal*	Date "Failed Load" Letter Sent	Date Letter Sent
1	*List C&D MRF or reason for disposal (as applicable):									
2	*List C&D MRF or reason for disposal (as applicable):									
3	*List C&D MRF or reason for disposal (as applicable):									
4	*List C&D MRF or reason for disposal (as applicable):									
5	*List C&D MRF or reason for disposal (as applicable):									
6	*List C&D MRF or reason for disposal (as applicable):									
7	*List C&D MRF or reason for disposal (as applicable):									
8	*List C&D MRF or reason for disposal (as applicable):									
9	*List C&D MRF or reason for disposal (as applicable):									
10	List C&D MRF or reason for disposal (as applicable):									

Action Level Threshold: 20% or more by volume for cumulative C&D materials banned from disposal.

Completed By _____

DESIGNATED FACILITY AGREEMENT

Exhibit F

Informational Letter Templates

Sample Letter from Facility to Hauler Regarding C&D Waste Load that Meets or Exceeds Action Level Threshold

Dear [Name of Hauling Company]:

King County's Solid Waste Code prohibits our facility from disposing of certain recyclable construction and demolition (C&D) materials at a landfill. A recent inspection of a C&D waste load delivered by your company to our facility revealed recyclable C&D materials banned from landfill disposal.

Specifically, truck number _____ on *(date)* delivered C&D material to this facility that had been had collected from within King County. The load was observed to contain the following materials in combined quantities estimated to meet or exceed 20% of the load by volume:

- Unpainted/untreated wood
- Unpainted concrete, asphalt paving and/or bricks
- Metal
- Cardboard
- Unpainted new construction gypsum scrap

Our facility is designed to manage C&D waste that is designated for disposal at a landfill. To assist our facility in complying with the landfill ban on disposal of recyclable C&D materials, we request that mixed C&D waste (i.e., loads that contain recyclable and non-recyclable C&D materials) be separated at the jobsite, and the recyclable portion be taken to an appropriate recycling facility or a Materials Recovery Facility designated by King County. If sorting at the jobsite is impractical, we request that you take loads of mixed C&D waste to a Materials Recovery Facility designated by King County for sorting and proper disposal. A summary of the King County C&D handling requirements, including a list of Materials Recovery Facilities that are designated by King County to accept and sort mixed C&D waste for recycling, is included for your reference.

Please inform your customer serviced by that truck about the County's Solid Waste Code and the banned materials observed. You may wish to forward this letter and the enclosed summary to your customers as a reminder. For more information on these recycling requirements please visit <https://your.kingcounty.gov/solidwaste/greenbuilding/construction-demolition.asp>.

We appreciate your cooperation in this matter.

Yours truly,

(facility operations manager)

DESIGNATED FACILITY AGREEMENT

Sample Letter from Facility to Generator Regarding C&D Waste Load that Meets or Exceeds Action Level Threshold

Dear Customer:

King County's Solid Waste Code prohibits our facility from disposing of certain recyclable construction and demolition (C&D) materials at a landfill. A recent inspection of a C&D waste load generated by your company and delivered to our facility revealed recyclable materials banned from landfill disposal.

Specifically, a load generated from a project site that you own or manage was delivered to this facility on *(date)*. The load was observed to contain the following materials in combined quantities estimated to meet or exceed 20% of the load by volume.

- Unpainted/untreated wood
- Unpainted concrete, asphalt paving and/or bricks
- Metal
- Cardboard
- Unpainted new construction gypsum scrap

Our facility is designed to manage C&D waste that is designated for disposal at a landfill. To assist our facility in complying with the landfill ban on disposal of recyclable C&D materials, we request that mixed C&D waste (i.e., mixed loads that contain recyclable and non-recyclable C&D materials) be separated at the jobsite, and the recyclable portion be taken to an appropriate recycling facility or a Materials Recovery Facility designated by King County. If sorting at the jobsite is impractical, we request that you take loads of mixed C&D waste to a Materials Recovery Facility designated by King County for sorting and proper disposal.

A summary of the King County C&D handling requirements, including a list of Materials Recovery Facilities that are designated by King County to accept and sort mixed C&D waste for recycling, is included for your reference. For more information on these recycling requirements please visit <https://your.kingcounty.gov/solidwaste/greenbuilding/construction-demolition.asp>.

We appreciate your cooperation in this matter.

Yours truly,

(facility operations manager)

Certificate Of Completion

Envelope Id: 51F9DDEF336A47EAA93A65B16318A068	Status: Completed
Subject: Please DocuSign: Ordinance 19347.docx, Ordinance 19347 Attachment A.docx	
Source Envelope:	
Document Pages: 31	Signatures: 3
Supplemental Document Pages: 31	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20


Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
10/20/2021 10:34:41 AM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

Signer Events

Claudia Balducci
 claudia.balducci@kingcounty.gov
 King County General (ITD)
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 7E1C273CE9994B6...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.222.20

Timestamp

Sent: 10/20/2021 10:37:34 AM
 Viewed: 10/26/2021 4:06:42 PM
 Signed: 10/26/2021 4:06:54 PM

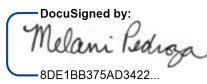
Electronic Record and Signature Disclosure:

Not Offered via DocuSign
 Supplemental Documents:

Ordinance 19347 Attachment A.docx

Viewed: 10/26/2021 4:06:48 PM
 Read: Not Required
 Accepted: Not Required

Melani Pedroza
 melani.pedroza@kingcounty.gov
 Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8DE1BB375AD3422...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 198.49.222.20

Sent: 10/26/2021 4:06:57 PM
 Viewed: 10/26/2021 4:09:02 PM
 Signed: 10/26/2021 4:09:16 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign
 Supplemental Documents:

Ordinance 19347 Attachment A.docx

Viewed: 10/26/2021 4:09:08 PM
 Read: Not Required
 Accepted: Not Required

Dow Constantine
 Dow.Constantine@kingcounty.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 4FBCAB8196AE4C6...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 174.61.157.228

Sent: 10/26/2021 4:09:19 PM
 Viewed: 11/2/2021 11:53:31 AM
 Signed: 11/2/2021 11:54:15 AM

Electronic Record and Signature Disclosure:

Accepted: 11/2/2021 11:53:31 AM
 ID: 47acc3cd-7039-41dd-892a-52ff9f9376b1
 Supplemental Documents:

Ordinance 19347 Attachment A.docx

Viewed: 11/2/2021 11:54:10 AM
 Read: Not Required

Signer Events	Signature	Timestamp
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Accepted: Not Required

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Kaitlyn Wiggins

kwwiggins@kingcounty.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 10/26/2021 4:09:19 PM

Viewed: 10/27/2021 10:32:27 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

10/20/2021 10:37:34 AM

Certified Delivered

Security Checked

11/2/2021 11:53:31 AM

Signing Complete

Security Checked

11/2/2021 11:54:15 AM

Completed

Security Checked

11/2/2021 11:54:15 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO King County ITD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO King County ITD:

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:

To contact us by email send messages to: bob.johnson@kingcounty.gov

To advise Carahsoft OBO King County ITD of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bob.johnson@kingcounty.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO King County ITD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO King County ITD

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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