

MEMORANDUM FOR ANNUAL RENEWAL
City of Bellingham Interlocal Agreement #2016-0221
City of Bellingham – City of Lynden
Vactor Waste Facility Use - January 1, 2021 through December 31, 2021

WHEREAS, the City of Bellingham and the City of Lynden are parties to that certain City of Bellingham Interlocal Agreement #2016-0221, effective January 1, 2016, for vactor waste facility use; and

WHEREAS, the Interlocal Agreement included an initial one-year term, expiring December 31, 2016, plus five one-year renewal options exercisable upon written agreement of both parties; and

WHEREAS, both parties desire to exercise the fifth and final renewal option, with the fifth and final renewal period commencing on January 1, 2021 and terminating on December 31, 2021.

NOW, THEREFORE, the parties hereby agree as follows:

The parties hereby exercise the fifth and final one (1) year renewal option. This fifth and final renewal term shall commence on January 1, 2021 and terminate on December 31, 2021 ("Fifth and Final Renewal Term"). Cost of Service will be \$147.56/ton during the Fifth and Final Renewal Term. See Exhibit "A" attached and incorporated herein. All other terms and conditions, shall remain unchanged and in full force and effect.

CITY OF LYNDEN

Dated this _____ day of _____, 2021.

Department Approval:

Scott Korthuis, Mayor

Steve Banham, Public Works Director

Approved as to Form:

Office of the City Attorney

CITY OF BELLINGHAM

Dated this _____ day of _____, 2021.

Department Approval:

Seth Fleetwood, Mayor

Eric C. Johnston, Public Works Director

Attest:

Approved as to Form:

Andrew D. Asbjornsen, Finance Director

Office of the City Attorney

EXHIBIT A

2021 Vactor Waste Facility Use Permit

In consideration for the use of the City of Bellingham's ("City") Vactor Waste Facility ("Facility"), City of Lynden, located at 300 4th Street, Lynden, Washington, (hereinafter the "User"), covenants and agrees to comply with the following terms and conditions of this Use Permit ("Permit"):

User's:

Contact Person: DALE TEVELDE

Phone Number: (360) 815-5753

Email Address: tevelded@lyndenwa.org

Section 1 – Purpose

The purpose of this Permit is to allow non-public, private sector use of the Facility. As further described herein, User's ability to use the Facility requires full compliance with this Permit's terms and conditions, including but not limited to:

- Dumping only "ACCEPTABLE WASTE" (Section 2 – ACCEPTABLE WASTE)
- Dumping in an appropriate manner (Section 3 – DUMPING OPERATION)
- Obtaining Training (Section 4 – REQUIRED TRAINING)
- Complying with Safety Rules and Regulations (Section 5 – SAFETY)
- Payment (Section 6 – COST OF SERVICE)
- Such other terms and conditions as contained herein.

Section 2 – Acceptable Waste

- 2.1 User shall be solely responsible to insure that only Acceptable Waste is deposited at the facility. For purposes of this Permit "Acceptable Waste" is defined herein as:
- Street sweepings are wastes collected by utilizing a street sweeper to collect grit, dirt, vegetative waste and litter from roadway surfaces.
 - Vactor wastes includes, grit, dirt and vegetative waste collected by an eductor truck during the cleaning of storm water catch basins.
- 2.2 Any materials that are odorous or are from a chemical spill are specifically not considered Acceptable Waste products and shall not be deposited at the Facility.
- 2.3 In the event unacceptable waste or materials are dumped at the Facility, the responsible party shall pay all costs associated with the proper removal and deposition of the contaminated materials. Removal and deposing of unacceptable waste or materials shall be in accordance with the approved practices and regulations of the State of Washington, including but not limited to the Washington State Department of Ecology, and the Whatcom County Health Department.

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- 2.4 The City reserves the right to find any waste or material unacceptable in its sole discretion. Disposing of unacceptable materials may result in the loss of the privilege to use the Facility.

Section 3 – Dumping Operation

- 3.1 The Facility has a limited capacity to accept Acceptable Waste products and User acknowledges that the City, State of Washington and Whatcom County, as public users, have preference over non-public, private users. In the event that the Facility capacity should become an issue, non-public, private users will be directed to cease usage of the site. The City shall have no obligation or duty to provide advance warning of this circumstance or to provide alternate dumping facilities. This contract is in no way a guarantee of service. The City of Bellingham may at any time and for any reason cease to offer this service to any and all users.
- 3.2 When depositing Acceptable Waste at the Facility, User agrees to follow the following “dumping operation”:
- 3.2.1 Eductor vehicles shall back into the Facility to decant excess water into the settling trough;
- 3.2.2 After excess water is removed, the truck shall be weighed to obtain the net weight of the material. A copy of the weight slip shall be placed in the drop box of every load dumped at the facility. Weight slips shall clearly identify: gross weight, tare weight, and billable weight. Weight slips will be checked against the gate entry log. If there is no slip, the customer will be charged for a full load based upon the capacity of the vehicle. Users are not to use the site other than to dump. Gate access shall be monitored for billing purposes. If a user accesses the facility and there is no weight slip present for that access the user will be billed for a full load of the vehicle assigned to that access card; AND
- 3.2.3 After weighing the remaining portion of the load, it shall be dumped, as far back in the facility as is practical to limit the amount of material that may spew out into the parking lot.
- 3.3 In addition to any other remedies that may be available to the City, the City may terminate this Permit and bar User from any future use of the Facility for failure to follow the procedures outlined in Section 3.2.

Section 4 – Required Training

In order to insure the proper and safe use of the Facility, training is required prior to use of the Facility. Training consists of a walkthrough of the Facility with a representative of the City to explain how the Facility operates and what is expected from those who use the Facility. The City shall issue a letter of fulfillment (“Letter”) that documents that the User has completed the training requirement. User shall not be allowed to use the Facility until completing this training and receiving the Letter. Further, User shall not allow any of its employees or agents to use the Facility without receiving the training and Letter required hereunder.

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Section 5 – Safety

All personal injury, including first aid incidents, or damage to vehicles or buildings must be reported immediately to the Safety Specialist at Bellingham Public Works (360-778-7700). Users shall follow all Washington State safety policies and regulations while inside the Facility. It is encouraged that a ground guide be used whenever operating a vehicle inside the Facility. The City shall not be responsible in any manner for User's use of the Facility, except to the extent of the City's sole negligence.

Section 6- Cost for Service

The cost of depositing one ton of Acceptable Wastes is \$147.56 for 2021. This amount is subject to change at the end of the term of the Permit. The User will be billed monthly and User agrees to pay the bill in full within 30 calendar days of the date of the bill. Late payments will be charged a late fee of \$25 and returned checks are subject to a \$20 fee. In addition to any other remedies that may be available, User's failure to pay the bill after 60 calendar days shall automatically terminate this Permit and cause User to forfeit the privilege to use the Facility.