



**Public Works Department
City of Bellingham**

2023 Vactor Waste Facility Use Permit

In consideration for the use of the City of Bellingham's ("City") Vactor Waste Facility ("Facility"), SSC, Inc, located at 21 Bellewether Way
Ste 404, Bellingham, WA 98225
(hereinafter the "User"), covenants and agrees to comply with the following terms and conditions of this Use Permit ("Permit"):

Hauler's:
Contact Person: Rodd Pemble
Phone Number: 360-734-3490
Email Address: rodd@ssc-inc.com

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)
- Holding the City of Bellingham Harmless (Section 6 - HOLD HARMLESS)
- Payment (Section 7 – COST OF SERVICE)
- Such other terms and conditions as contained herein.

Section 2 – Acceptable Waste

- 2.1 User shall be solely responsible to ensure 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.

Engineering
104 W. Magnolia Street, Suite 109
Bellingham, WA 98225
Phone: (360) 778-7900
Fax: (360) 778-7901
TTY: (360) 778-8382
Email: pw@cob.org

Natural Resources
104 W. Magnolia Street, Suite 109
Bellingham, WA 98225
Phone: (360) 778-7800
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Email: pw@cob.org

Operations
2221 Pacific Street
Bellingham, WA 98229
Phone: (360) 778-7700
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- 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 depositing 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.
- 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 The user 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 for every load dumped at the facility. Weight slips shall clearly identify username, vehicle number, 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
 - 3.2.2 After obtaining the weight of the load, trucks shall back into the Facility to decant excess water into the settling trough. After the excess water is removed, the truck will dump the remainder of the load on the floor 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.

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- Indemnity and Hold Harmless

Users agrees to indemnify and hold harmless the City, its officials, employees and agents from any and all damages, demands, causes of action, suits or claims, including attorneys’ fees and costs, brought by any person, including User’s employees or agents or third parties, for damage or injury to person or property, including User’s employees or property, arising, directly or indirectly, from User’s use of the Facility. For purposes of this Agreement, “person” includes individuals, companies, corporations, partnerships, or any other similar entity however defined.

Section 7- Cost for Service

The cost of depositing one ton of Acceptable Wastes is \$186.66 for 2023. 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.

Section 8 – Term

Unless otherwise terminated sooner as otherwise provided herein, this Permit shall remain valid until December 31, 2023.

Section 9 – Waiver

The City’s failure to insist upon the User’s strict performance of any covenant, duty, agreement, or condition of this Permit or the City’s failure to exercise any right or remedy for breach thereof

shall not constitute a waiver of any such breach or any other covenant, agreement, term or condition.

Section 10 – Authorization

The individual signing of this Permit covenants and warrants that he/she is authorized to sign on behalf of the person or entity seeking this Permit.

Dated this 6 day of December, 2022.

Rodd Pembler
Signature

Recycling Mgr
Title

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

I certify that I know or have satisfactory evidence that Rodd Pembler is the person who appeared before me and said person acknowledged that he (he/she) signed this instrument and acknowledged it to be his (his/her) free and voluntary act for the users and purposes mentioned in the instrument.

12/6/22
Date

[Signature]
Signature

Alicia Julius
Printed Name

Senior Accountant
Title

My commission expires: 2/5/25

