



**WHATCOM COUNTY SOLID WASTE ADVISORY
COMMITTEE (SWAC) MEETING**

Thursday, April 25, 2023 from 5:30 p.m. to 7:00 p.m.
Civic Center, Downstairs Garden Room
322 North Commercial Street, Bellingham WA

You may also join our meeting from your computer, tablet or smartphone.

<https://us06web.zoom.us/j/89984501595?pwd=fe1aes5XpjtsxPSk5ilUVzd2ZiDpvi.1>

Meeting ID: 899 8450 1595

Passcode: 248739

- A G E N D A -

Meeting Topics		Outcomes	
1.	Call to Order	5:30	Action
2.	Roll Call, Determination of Quorum, Approval of Minutes, Approval of Agenda	5:30 – 5:40	Action
3.	Public Comment Period	5:40 – 5:50	Action
4.	Polystyrene ban update	5:50 – 6:00	Action
5.	Bylaws Amendment	6:00 – 6:10	Information
6.	Rehab the Lab report	6:10 – 6:20	Information
7.	Disposal of Toxics Feasibility Study results	6:20 – 6:40	Information
8.	RDS operations update	6:40 – 6:50	Information
9.	Open Session, Announcements	6:50 – 7:00	Information
10.	Adjournment	7:00	Action

SOLID WASTE ADVISORY COMMITTEE
Discussion Form
April 25, 2024

AGENDA ITEM 2: *Roll Call, Determination of Quorum, Approval of Minutes, Approval of Agenda, Election of Officers*

PRESENTER: *Rodd Pemble, Chair*

BOARD ACTION: Action Item Discussion Information

COMMITTEE ROLE / ACTION REQUESTED

Review and approve draft meeting minutes.

ATTACHMENT(S)

- Draft January 25, 2024 SWAC Meeting Minutes

Whatcom County Solid Waste Advisory Committee (SWAC) Meeting

JANUARY 25, 2024

Members Present:

Rodd Pemble	Lisa Friend
Sean O'Neill	Ken Domorod
Brandi Hutton	Mark Stremmer
Kevin Renz	Pinky Vargas
Mike McQuarrie	William McCarter

Members Absent:

Staff Present:

Jennifer Hayden
Beth Decker
Erica Littlewood

Others Present:

Audrey Taber, WA Department of Ecology
Priscilla Brotherton, RE Sources
Jenna Deane, Sustainable Connections
Katy Tiernan, Sustainable Connections
Robin, RDS
Troy Lautenbach – Lautenbach Recycling
Beth Chisolm, WSU Extension
Calvin Den Hartog, Nooksack Valley Disposal & Recycling

1. Call to Order

The meeting of the Whatcom County SWAC was called to order by Rodd on Thursday, January 25, 2024 at 5:32 p.m.

2. Roll Call, Determination of Quorum, Approval of Minutes, Approval of Agenda, Election of Officers

- Roll call was taken first.
- Quorum was present
- There were no objections to the October minutes as presented. The committee voted and the minutes were approved.
- The agenda is approved.
- Election of Officers
- Lisa nominated Rodd as Chair Brandi seconded. The committee voted and Rod was approved as chair.

- Brandi nominated herself as Vice Chair. Pinky Vargas seconded. The committee voted and Brandi was approved as Vice Chair.

3. Public Comment Period

No public comment

Meeting Topics:

4. Bylaws Amendment

- Jennifer shared about the changes to County Code 2.03. Quorum needs to be more than one half of the total committee positions regardless if they are filled. SWAC has 11 committee positions and 10 filled. Quorum is 5. They need to increase our quorum to be in line with the code. Jennifer changed the language in Bylaw 3b to mirror to the code.
- Lisa asked a question about the staffing of the Solid Waste Division and who is the Solid Waste Manager. She had never been clear that Whatcom County has a Solid Waste Division.
- Jennifer explained how the Solid Waste Division moved from Public Works to the Health Department in 2015 and that she is the Solid Waste Manager in practice not title.
- Changing the Bylaws wording regarding the Solid Waste Manager was discussed and if the language of Solid Waste Manager appears anywhere else.
- Lisa asked about the mention of a Director in Section 8 10.010. and wanted to make sure the legal documents that reference titles, there are people who actually have those titles. Do they change Jennifer's title or change the reference to Environmental Health Coordinator/Supervisor?
- Rodd pointed out that any title changes would have to be discussed internally at the Health Department before we make those kinds of changes. SWAC should postpone that kind of change to the Bylaws.
- Lisa would like this discussion to continue at a later time and wanted to make sure it doesn't get forgotten. Rodd asked that she amend her motion. Lisa said she will withdrawal her suggestions We do need clarity on it sooner rather than later.
- Rodd said we will approve the changes that have been brought to us and ask Jennifer to pursue clarification of the issue of job titles with the Health Department.
- Rodd called for a motion to approve the changes brought forth by Jennifer. Kevin and Sean motioned to approve. Pinky seconded. The committee voted and passed the motion to approve the bylaw changes.
- The committee discussed the vacant board position and potential groups they could reach out to to fill the position.

5. Whatcom County Code 8.10 Revision

- Jennifer said at the last SWAC and she received good feedback on the code revision. She sent it out to the industries that the reporting requirements would affect: SSC, Nooksack, RDS, Republic, Lautenbach to get some feedback. She incorporated the feedback from SWAC and from the groups she contacted. Changed a bit of the reporting requirements, removed the reporting requirement for industrial landfills because they receive that annually and it's not helpful to get that on a quarterly basis. This is a change in section 070.

- Lisa said she was concerned about Section 8 – 10.050 under C.1.G. Yard waste will be deferred till a future update of the code. How long are we deferring the update? It might be something we want to look at again sooner than later.
- Jennifer said once the organic waste management law comes into effect for haulers. It would be an easy plug in for the code as it will be the state requirement.
- Lisa asked who the Director is, as mentioned in the authority and purpose section. Jennifer explained it's the Health Director. Rodd asked if there is a definition for the word Director somewhere else in the code? Jennifer said she would look further into it and Rodd suggested to add in parenthesis - here after director refers to Health Department Director.
- Jennifer said she will start to move it through Council approval if everyone agrees.
- Brandi asked if the quarterly reporting is available for members of SWAC? Jennifer says unless there was a reason for it to be redacted it would be public record. Rodd clarified if there was a customer name it would be redacted.
- Lisa asked how formal the deadlines are? For example, if the 20th of April falls on a Sunday. Jennifer advised that they are not formal. Lisa asked that it is added to say the business day closest to the 20th of those months.
- Rodd asked how the reports are to be submitted it doesn't specify if it should be electronic. Jennifer said she doesn't want paper and can create a form with everyone's input on what would be easiest for that to be tracked and recorded.
- Rodd asked for a motion to approve Jennifer to move forward with the changes to the code. Brandi motioned for approval. Sean seconded the motion. The committee voted and approved Jennifer to implement the changes brought forward to the code revision.

6. Nooksack Valley Disposal Operations Update

- Rodd introduced Calvin Den Hartog from Nooksack Valley Disposal & Recycling
- Calvin introduced the company. They the northern part of the county - Lynden, Everson, Nooksack, Sumas and the areas surrounding those cities. Started in 1975. Their territory is from the outskirts of Blaine and then on a diagonal to the Mt. Baker Hwy in the east side of the county. 9,000-10,000 residential and commercial customers. Provide garbage, recycling, yard waste and food waste. They offer residential organics collection within the city limits of the four cities mentioned. Calvin asked for questions.
- Lisa asked who does the commercial recycling in that area if they only do residential? Calvin clarified that they do the recycling collection but only offer organics collection to residential only.
- Rodd asked if they had received any calls from businesses regarding the new organics bill and needing to set up service. Calvin said that they have not and did receive a map from the Department of Ecology, and it looked like most of the areas were around Bellingham and Ferndale. They haven't received any calls. Jennifer clarified that the requirements are for those businesses only if commercial curbside organic pickup is available. The BOMA, Business Organics Management Area was created by determining which haulers provide that service for commercial customers across the state. Jennifer explained that they sent out a letter to about 200 businesses where that service is offered.
- Jennifer asked with the proposed new code that we have regarding single stream recycling throughout the county, do you have plans to make changes to your recycling? Calvin said they don't have firm plans to change their recycling process yet. They've been discussing with others who have tried single stream recycling and are considering its pros and cons. While it could

increase recycling and reduce litter, it would also be costlier for them. The decision will largely depend on the cost implications. They currently use Lautenbach Recycling.

- Rodd asked how the separating of recyclables is different? Calvin explained paper and cardboard is the same. They have a separate bin for tin and aluminum, a separate bin for glass, and a separate bin for plastic. They can provide the bin for plastic or people can use their own bin. Calvin further explained their process of separating recycling and the costs surrounding that process
- Rodd asked if they are color sorting glass? Calvin answered that they have not been color sorting glass for years.
- Jennifer asked if they have anything in the horizon regarding curbside organic pickup? Calvin explained they have done a few pilot projects with schools, immediately after the initial rush and initial monitoring of that, the organics became very contaminated. We have such nice clean product that Green Earth Technologies, where we take it, loves our stuff. They don't want to jeopardize a successful program. They pick up weekly in Lynden and every other week in Everson, Sumas and Nooksack. It's very popular. It started as yard waste and then food was added. We are reluctant to add customers in there, unless businesses are committed to it and keeping it clean. Not saying they would never do it, but right now it's better for them to keep it the way it is.
- Priscilla asked if the trucks are used for both organics and garbage? Calvin answered on Monday they do organics and the rest of the week is garbage. They use the same trucks for both.
- Brandi said she is excited to hear that food waste is part of the program when was food waste added? Calvin said they've been doing it for 10 years. Brandi said when she goes to the website it's just yard waste. Calvin said they've always just called it yard waste but they've done a lot of advertising in bill inserts to let people know they can use it for food waste. They used to not do it in December, January and February; they wanted people to realize they can use of it for all 12 months when they changed to program to 12 months. It was a real way to reduce their garbage that traditional recycling doesn't allow.
- Rodd asked if they have and any issues with contamination with the residential customers? Calvin said no. There is some room for growth as far as customers and their habits as far as using it more for food waste. It's 90-95% grass, branches and clippings, but Green Earth hasn't said that it messes up the stream.
- Rodd asked if it's embedded or elective. Calvin answered that is elective. They have 50% participation, people that have commercial yard care go directly to Green Earth so that takes away a lot of the customers they might have.
- Lisa asked if they were involved in the clean up after the flooding in the Sumas area a few years ago. Calvin said they did quite a bit in Sumas and Everson. The clean-up involved them picking up drop boxes and delivering them to RDS. Someone else was in charge of the excavators and filling the boxes.
- Rodd asked if they had to borrow a truck or drop boxes from them. Calvin answered that they borrowed a truck from RDS. Summer is usually busy for them, so in that sense it happened at a good time. They have 30-yard bins for recycling that were put into service.
- Lisa asked about their documentation for FEMA reimbursement or is that just a normal business expense. Calvin said they billed the city directly and the cities took care of the FEMA reimbursement.
- Rodd explained that doesn't happen that way every time. It hasn't worked that way in other parts of the state, the local companies doing the work. There is often some disconnect, probably depends on who get assigned at FEMA and how they choose to administer the clean-up. What kind of time pressures there are with getting people housed. Lisa mentioned that in the emergency debris

management plan there is a contingency by which we can set up contracts in advance just in case of emergencies. Rodd said the last time they spent a lot of time on that plan was not too long after Oso. They had real life examples to look at to draft the response plan.

- Priscilla said she had a lot of questions for Calvin, she works with schools and reducing food waste, and reducing it before it even happens. She will talk to Calvin more.
- Brandi is curious about the commercial component of the organics collection. She asked if in the next year or the year after that if they will be on the map. Calvin said that there are more bills in the legislature right and if the population requirement goes down to 10,000 in the future then yes, they would be on the map. Jennifer added that the commercial organic pick up is based on if it is available for business, it is not a requirement for the haulers to make it available.
- Mark asked if they worked at the Halverstick site. Calvin said they had some boxes out there, it was after Sumas was done. It was for people who didn't participate in the city. Do you feel that got abused? Calvin said yes, they would get tires, and there wasn't a lot of monitoring there. Jennifer added that there was a debris monitor requirement with FEMA, they would look at the loads and say this looks like debris or it doesn't. They might have taken address but they didn't have a GIS map of the flood area. Rodd said they weren't asking for people to show a utility bill or anything like that. Jennifer agreed they weren't doing that.

7. Disposal of Toxics Feasibility Study

- Jennifer said they are going to be doing a feasibility study to look at the logistics and cost of taking over operations of the Disposal of Toxic (DoT) Facility. The facility has been run by a private contractor or the city of Bellingham since it opened. The contract amount was \$375,000 a year. The bulk of that money comes from a grant from the Department of Ecology and the Solid Waste Fund makes up the rest. The costs have sky rocketed over the past few years.
- She has been in discussion with Clean Earth about why that is happening and recognizing waste management costs are increasing, not a lot of opportunity for hazardous waste disposal - the landfill is filling up and the incinerator is full. Doesn't see the correlation between the cost increase and the amount of waste coming in to the facility. For that and other reasons she is looking at what it would cost to run that facility.
- The feasibility study should be done before the next SWAC. They are considering the addition of the three staff that work there and the oversight of the program. We are looking at cost, labor and other logistics that don't fit under those two categories. They will be reaching out to other hazardous waste facilities. Will be looking at waste streams, both the cost and the amounts. Will be putting together a report at the end of March with a recommendation based on the findings if it would be feasible.
- Rodd asked if they will be considering those positions will be new county positions under whatever labor contract. It seems like \$1,000 dollars isn't a lot of money for 3 full time staff and paying the processing costs. Jennifer said that it's gone from \$375,000, to \$440,00. Then it was \$480,000 last year and now it's \$510,000. They are going to go well beyond the 480,000 for 2023. She needs documentation for these things. The contract ends at the end of next year and there is not an opportunity for extension. If the feasibility study says it's a good idea then they would have a year to prepare or we go out to bid and hopefully get a better deal.
- It was asked if county council knows what the issues are. Jennifer said that when she gets the report back that she can use that data to make a report to the County Council. Jennifer says it's not just the money. It's been difficult to work with this particular company. She's spent too much time

managing things and it's gone downhill. The staffing turnover is really high, but to a point where no one knows how to run the facility. She's said she's spending her time training people who are not county employees how to run that facility.

- Lisa asked if there is any doubt the materials are being handled inappropriately? Jennifer said no and that there is manifesting process. She doesn't think anything is ending up where it shouldn't.
- Lisa asked if there is anything the committee can do to assist her in the process? Jennifer said potentially. The contract said it will be going from February - March. They might reach out to get information. They will be contacting, primarily other hazardous waste facilities.
- William asked if they are taking everything to the same place? Jennifer explained that the different types of hazardous waste are being taken to different disposal sites such as an incinerator, some things are taken to a cement kiln, there is a hazardous waste landfill, acids and bases get neutralized and get sent to waste water treatment. Jennifer explained further that it's always been the same company it's just being bought out by different companies so they are still using the same places. With the company changing so much there is a lack of knowledge on how to run this kind of facility.
- Rodd asked if the contract ends this year? Jennifer said yes it ends in 2024. Rodd asked who owns the property and the building? Jennifer said that it is owned by the County.
- Mike offered their help with the feasibility portion as they price the market for disposals. They are happy to add their expertise.
- Jennifer said that the company running the feasibility report is Maul Foster.
- More offers to help were voiced.
- It was discussed how Skagit Valley runs their facility.
- They discussed the current staff at the facility.

8. Outreach and Education Workplan

- Erica said at the last SWAC people talked about priorities and she was already working on a workplan. She melded the priorities and the workplan she was developing. Erica asked for comments.
- Jennifer said they took everyone's priorities and listed them, ranked them in order of how many people were interested and came up with Erica's workplan.
- Lisa asked for a column about metrics. Erica said that was the what the outcome column is for.
- Lisa added that getting more people to use the disposal of toxics (DoT) facility might not be a real goal. Our goal is to reduce toxics. Jennifer said her goal for DoT more people and smaller loads. People are going regularly and not storing things up. Lisa said she would be appreciated getting actual numbers in there.
- Erica mentioned that she has good partners in the community that she will be working with. Jennifer asked for more comments.
- Lisa took the discussion back to metrics and the composters. Would love to see how much is really being diverted to through those education programs. It's nice that Sustainable Connections and ReSources can give us numbers but how does that relate to an actual diversion. Lisa shared an anecdote regarding her son learning to recycle when he was at school and how it relates to recycling in New York.

- Rodd said some of it is accumulating numbers from groups like Sustainable Connections and ReSources so that information is in one place if someone wants to know what is happening. Make the information more public. Erica added that it is difficult to measure.
- Sean mentioned that it is hard to do when you don't have a baseline.
- Sean shared the City of Bellingham (COB) is thinking about doing a waste characterization study for their internal operations. That will help inform metrics.
- Lisa mentioned that COB did a waste characterization study about 4 years ago. Sean says it will be important to do another study in the future with all the changes that have happened and with the baseline that they have with the new services.
- Rodd expanded on the idea of a county wide study, he estimates 20,000 people that are not on service, hoping that most of them are self-hauling and not burying or burning. Using the transfer stations for the study would capture a lot of that information. They are also less likely to recycle.
- Pinky and Calvin discussed the recycling drop off at Republic and the difficulty of monitoring it after hours.
- William mentioned that their recycling is fairly clean, except for plastics. They are going to change what they accept. Rodd asked if they track through the scale what fraction coming through is household's generation. It would be interesting to see what tonnage comparison are they diverting 10% or 25%. William said he isn't sure if they can do that.
- More discussion was had regarding self-hauling recycling and waste.
- William explained the fees they have established for recycling and waste.

9. City of Bellingham Single Stream Recycling and FoodPlus! Update

- Rodd shared that this week they are delivering the single stream totes to their third neighborhood. Adds 780 households. They are still on track to finish rolling out to Bellingham by the end of 2024.
- They will start talking about rolling out the FoodPlus! Program once that is complete. 35-45% of people are signed up for food recycling. It will be more challenging with the food waste program. Will start about this time next year.
- Have been talking with the City of Ferndale for the single stream roll out. That's the next logical place to move the program.
- It was asked if there is a roll out schedule on line. Rodd said that there is not, they initially thought they would roll it out by neighborhood schedule, but because of population they have challenges with having enough trucks on some days. It is not a linear rollout.
- They are sending a flier with each new tote. The first roll out they sent an email with the flyer and only 50 bounce backs. They are hoping that people are getting the information. They made one new change which is not putting shredded paper in the totes. Trying a more graphic format to communicate. There is a Spanish version online. The flyer will be updated when they go to the next neighborhood.
- Lisa requested a flier at her house sharing an anecdote regarding her housemate. Rodd said the flier does not have a list, but the sorting lists are available on the website.
- Brandi asked if they are telling people what to do with their shredded paper. Rodd answered that they have not, it shouldn't be added to compost.
- Troy mentioned that they will think about an idea for the shredded paper.
- COB will be talking about everything Solid Waste outreach for 2024 including outreach.

- William said he was visiting Western and their composting signage mentioned throwing in number PLA 7 plastic. Brandi explained that Western has their own recycling center and their signage is not consistent across the campus.
- William asked if there is a standard size for the toters. Rodd said that there is a standard size and has more capacity than the using the bins 3 times in a month. Not considering having a range of sizes. Still in the growing pains for what to do with situation of people with excess cardboard boxes, or car batteries and scrap metal. Working through the issues one by one. Some companies in the state also pick up similar waste but they have a flatbed truck that they send out on an as needed basis. They have gotten a bit of pushback on the size of the toter.
- Rodd shared that the toters are being delivered to the Roosevelt neighborhood this week.
- The increase in cardboard since COVID was discussed.

10. Open Session, Announcements

- Brandi shared that April 1-7 is Food Waste Prevention Week. It's a national campaign. Sustainable Connections will be working with ReSources and WSU Extension. She wants to host a trivia night TBD.
- The national campaign is trying to get entities to register from every state. We are one representative away from being the top state. She suggested the city or county could register if they haven't registered. Rodd said he could have SSC register. Jennifer mentioned that the County is registered.
- Lisa mentioned that in the bylaws that at the end of the meeting there is supposed to be an agenda for the next meeting and a time and place.
- There was discussion that around the next meeting is at the same time and place. The next meeting will be April 25th. Several members mentioned that they will be absent.

8. Adjournment:

Meeting adjourned at 7:01pm.

CERTIFICATION

Attest: _____
 Beth Decker, Coordinator
 Whatcom County Health Department

 Rodd Pemble, Chair
 Whatcom County Solid Waste Advisory Committee

SOLID WASTE ADVISORY COMMITTEE
Discussion Form
April 25, 2024

AGENDA ITEM 4: *Polystyrene Ban Update*

PRESENTER: *Lauren DiRe – WA State Department of Ecology*

BOARD ACTION: Action Item Discussion Information

SIGNIFICANT POINTS OR EXECUTIVE SUMMARY

Lauren DiRe will provide an overview and update on the Washington State expanded polystyrene ban.

COMMITTEE ROLE / ACTION REQUESTED

None

ATTACHMENT(S)

Washington State Expanded Polystyrene Ban

EFFECTIVE JUNE 1, 2023



X Packing Peanuts

Includes all loose fill expanded polystyrene packaging

EFFECTIVE JUNE 1, 2024

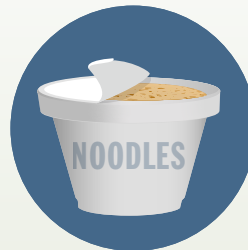
X Food Service Products



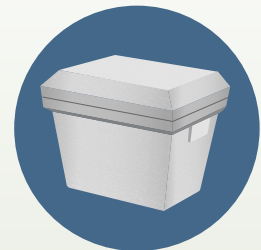
NO Clamshell Style
'To-Go' Containers



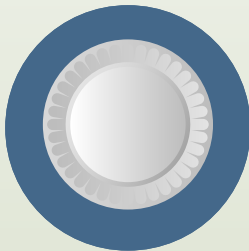
NO Trays



NO Prepackaged
Food Containers



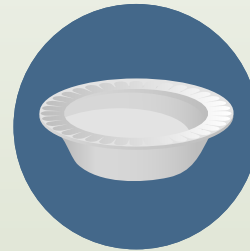
NO Coolers



NO Plates



NO Cups



NO Bowls

To request an ADA accommodation, contact Ecology by phone at (360) 742-9874 or email at epsban@ecy.wa.gov, or visit ecology.wa.gov/accessibility.

For Relay Service or TTY call 711 or (877) 833-6341.

If you speak a non-English language, free language services are available. Call (360) 742-9874.



epsban@ecy.wa.gov | (360) 407-6000
ecology.wa.gov/epsban

Details of the Expanded Polystyrene Ban

Loose Fill Packaging Material:

- **Beginning June 1, 2023**, the sale and distribution of expanded polystyrene packing peanuts and loose fill packaging material in or into Washington state is prohibited.
- Items exempted from this law include:
 - Expanded polystyrene block or sheet packaging.
 - Compostable or non-expanded polystyrene packing peanuts.
 - Containers used for drugs, medical devices, and biological materials, or containers shipping perishable commodities from a wholesale or retail establishment.
- This law applies to any person, firm, association, partnership, corporation, governmental entity, organization, or joint venture that produces, imports, distributes, or sells one of the banned products.
- Existing stock of banned expanded polystyrene products cannot be used up after the law is in effect.

Food Service Items:

- **Beginning June 1, 2024**, the sale and distribution of expanded polystyrene food service products and portable coolers in or into Washington state is prohibited.
- Expanded polystyrene food service products include: food containers, plates, clamshell-style containers, hot and cold beverage cups, and portable coolers.
- Items exempted from this law include:
 - Packaging for raw, uncooked, or butchered meat, fish, poultry, or seafood, vegetables, fruit, or egg cartons.
 - Containers used for drugs, medical devices, and biological materials, or containers shipping perishable commodities from a wholesale or retail establishment.
 - Hard plastic food service containers made of polystyrene (#6) that are not foam.
- This law applies to any person, firm, association, partnership, corporation, governmental entity, organization, or joint venture that produces, imports, distributes, or sells one of the banned products.
- Existing stock of banned expanded polystyrene products cannot be used up after the law is in effect.

Questions?

Call (360) 407-6000 or email epsban@ecy.wa.gov

Help your customers protect the environment and reduce litter. Encourage reusable options.



reusable to-go containers



reusable utensils



reusable coffee mugs and water bottles

Visit the WA Ecology website to learn about alternatives to expanded polystyrene products and regulations on how customers can safely use their own containers.

SOLID WASTE ADVISORY COMMITTEE
Discussion Form
April 25, 2024

AGENDA ITEM 5: *Bylaws Amendment*

PRESENTER: *Jennifer Hayden, WCHCS*

BOARD ACTION: **Action Item** **Discussion** **Information**

SIGNIFICANT POINTS OR EXECUTIVE SUMMARY

At our previous SWAC meeting the bylaws were amended to align with new requirements in County Code. During that discussion, a concern was raised regarding language in the bylaws referring to the Solid Waste Manager, and the department that supports SWAC. Currently, staff support for SWAC is provided by the Environmental Health Supervisor at Whatcom County Health and Community Services. WCHCS is proposing an amendment to the bylaws to reflect these current conditions.

COMMITTEE ROLE / ACTION REQUESTED

Recommendation and motion regarding amendment to SWAC Bylaws regarding the title of SWAC staff support.

ATTACHMENT(S)

Proposed amendment to SWAC Bylaws

WHATCOM COUNTY SOLID WASTE ADVISORY COMMITTEE BYLAWS

The Whatcom County Solid Waste Advisory Committee, hereinafter referred to as SWAC, has been established by Whatcom County Council Ordinance No. 85-90 and as amended by Ordinance 91-002, 93-003, 2002-050, and 2009-022 pursuant to Chapter 70.95.165 Revised Code of Washington. The powers and purpose of SWAC shall be limited to those described in the Ordinance.

I. COMPOSITION

- A. **Members.** SWAC shall be composed of eleven (11) members as outlined in the Ordinance.
- B. **Ex-Officio Members.** The Whatcom County Executive may appoint nonvoting ex-officio members to SWAC who will serve at the Executive's discretion.
- C. **Appointment.** Members shall be appointed to SWAC as provided for in the Ordinance.
- D. **Terms.** Terms of office shall be as provided for in the Ordinance. Reappointment to consecutive terms is as provided for in the Ordinance and as set forth in the Whatcom County Home Rule Charter.
- E. **Officers.** The officers of the Committee shall include a chair and vice-chair who shall be elected by the voting membership of the Committee. Elections shall be held at the first regularly scheduled meeting after January 1st of each year. The term of office for chair and vice-chair shall be one year. Chair and vice-chair may serve more than one term, but not more than three years consecutively. The chair shall preside over all meetings. The vice-chair assumes the responsibilities of the chair in his/her absence or disability. In the event the chair and vice-chair are absent, the meeting shall either be presided over by an acting chair elected by the members present, or be postponed. In the event of a vacancy in the office of chair, the vice-chair automatically succeeds to the chair. A vacancy occurring in the office of vice-chair for any reason, including succession, is filled by election of the voting Committee membership for a replacement to serve the unexpired portion of the term.
- F. **Vacancies.** Vacancies shall be filled as provided for in the Ordinance.
- G. **Attendance.** A member of SWAC who misses three (3) unexcused absences from meetings in any twelve (12) month period may be removed from office by recommendation of SWAC and/or the Whatcom County Executive and approved by the Whatcom County Council.

II. STAFF

SWAC shall be staffed by Whatcom County Health and Community Services, as necessary, to provide support to SWAC. The Environmental Health Supervisor, or their designee, shall serve in a professional capacity as its technical advisor and administrative officer.

III. MEETINGS

- A. SWAC shall meet regularly as required to carry out the purposes of the Committee, but at least annually. Meetings may be held at various locations within the County with written notification to the membership and chairperson designating the time and place of such meetings.
- B. **Minutes/Agendas.** Minutes of all meetings shall be kept by staff and distributed to the members prior to the next regularly scheduled meeting. Meeting minutes shall be approved by a majority vote of members present. Agendas shall be prepared by staff, with verbal approval of the Chair, and distributed to the members at least seven (7) days in advance of any regularly scheduled meeting.
- C. **Public Access.** All meetings shall be open to the public. Approved meeting minutes shall be filed on record with the Whatcom County Council's Office and shall be made available to the public as a matter of public record.
- D. **Quorum.** More than one half of the total number of Committee voting positions, but no less than six (6), shall constitute a quorum and shall have authority to transact Committee business within the constraints of voting as defined in Subsection III.

Order of Business

1. Call to Order
2. Roll call, determination of quorum, and approval of minutes
3. Public Comment Period
4. Reading and disposition of communications
5. Introduction and disposition of agenda business
6. Other business
7. Open session
8. Announcements
 - a. Agenda for next meeting
 - b. Time, place of next meeting
 - c. Other announcements

- F. Rules of Order.** The meetings will be governed by The Standard Code of Parliamentary Procedure (Sturgis) except as superseded by applicable law or these rules of procedure or otherwise determined by a majority of the voting membership of the Committee. The Committee shall be as clear and simple in its procedure as possible, and therefore, should avoid the finer points of parliamentary rules.
- G. Voting.** An affirmative vote of a majority of the quorum is required for transaction of business. Votes on recommendations to the County Council or County Executive will only take place if background information has been given to SWAC at previous SWAC meetings, or if such information is included with the meeting agenda. All policy or contract recommendations forwarded on to the Council or Executive, that do not pass unanimously, will include a description of the arguments for and against the motions.

IV. SCOPE

SWAC shall advise and make recommendations on matters as provided for in Section 4 of the Ordinance.

V. AMENDMENTS

To the extent that such an amendment would not conflict with the Ordinance, any of these Bylaws may be amended or repealed, and new Bylaws may be adopted, by majority vote of the entire SWAC.

VI. SAVINGS CLAUSE

Should any portion of these Bylaws be declared unconstitutional or otherwise contrary to law, such decision shall not affect the validity of the remaining portion of these Bylaws.

These Bylaws are hereby amended and adopted in a duly noticed meeting held on April 25, 2024 by an affirmative vote by a majority of Committee members.

Committee Chair

Date

SOLID WASTE ADVISORY COMMITTEE
Discussion Form
April 25, 2024

AGENDA ITEM 6: *Whatcom County Rehab the Lab*

PRESENTER: *Jennifer Hayden, WCHCS*

BOARD ACTION: Action Item Discussion Information

SIGNIFICANT POINTS OR EXECUTIVE SUMMARY

Jennifer will provide an update of the Whatcom County Rehab the Lab program.

COMMITTEE ROLE / ACTION REQUESTED

None

ATTACHMENT(S)

None

SOLID WASTE ADVISORY COMMITTEE
Discussion Form
April 25, 2024

AGENDA ITEM 7: *Disposal of Toxics Feasibility Study results*

PRESENTER: *Jennifer Hayden, WCHCS, Brian Tino, Maul Foster & Alongi, Erik Bakkom, Maul Foster & Alongi*

BOARD ACTION: Action Item Discussion Information

SIGNIFICANT POINTS OR EXECUTIVE SUMMARY

WCHCS contracted with Maul Foster & Alongi to perform a feasibility study evaluating the advantages and disadvantages of assuming operation of the Disposal of Toxics facility versus contracting out the operations. Jennifer, Brian, and Erik, will present the findings of the study.

COMMITTEE ROLE / ACTION REQUESTED

Discussion of feasibility study findings.

ATTACHMENT(S)

Feasibility Study report

Feasibility Study

Whatcom County Disposal of Toxics Facility

Prepared for:

Whatcom County Health and Community Services

April 18, 2024

Project No. M0744.02.003

Prepared by:

Maul Foster & Alongi, Inc.

3140 NE Broadway, Portland, OR 97232

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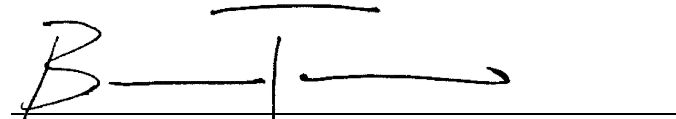
MAUL
FOSTER
ALONGI

Feasibility Study

Whatcom County Disposal of Toxics Facility

The material and data in this report were prepared under the supervision and direction of the undersigned.

Maul Foster & Alongi, Inc.

A handwritten signature in black ink, appearing to read 'Brian Tino', written over a horizontal line.

Brian Tino, PE
Project Engineer

A handwritten signature in black ink, appearing to read 'Erik Bakkom', written over a horizontal line.

Erik Bakkom, PE
Principal Engineer

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- 2-3 Disposal Vendor Average Monthly Costs
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Appendixes

Appendix A

2023 Monthly Clean Earth Invoices

Appendix B

2022–2024 Clean Earth Contract

Appendix C

2020 DoT Facility Insurance Policy

Appendix D

HR Documentation

Abbreviations

Clean Earth	Clean Earth Environmental Solutions
the County	Whatcom County
DoT facility	Whatcom County Disposal of Toxics Facility
Ecology	Washington State Department of Ecology
HAZWOPER	Hazardous Waste Operations and Emergency Response
HHW	household hazardous waste
HR	Whatcom County Human Resources
MFA	Maul Foster & Alongi, Inc.
MRW	moderate risk waste
RCRA	Resource Conservation and Recovery Act
recent insurance	DoT facility insurance policy that expired on June 30, 2021
SQG	small-quantity generator
Sweetser	Sweetser & Associates, Inc.
TSDF	treatment, storage, and disposal facility
WCHCS	Whatcom County Health and Community Services

1 Introduction

Maul Foster & Alongi, Inc. (MFA), and Sweetser & Associates, Inc. (Sweetser), have prepared this feasibility study report on behalf of the Whatcom County Health and Community Services (WCHCS) to evaluate the operation of the Disposal of Toxics facility (DoT facility). The goal of the evaluation is to identify opportunities for improved efficiency and continuity of staff in order to reduce the administrative burden to Whatcom County (the County), which has grown steadily over recent years. WCHCS owns the moderate risk waste (MRW) facility, i.e., the DoT facility, which is located at 3505 Airport Drive in Bellingham, Washington. WCHCS contracts with Clean Earth Environmental Solutions (Clean Earth) for facility operations and waste disposal.

The DoT facility receives and processes, and transports for disposal MRW from county residents, which is solid waste that is limited to household hazardous waste (HHW), and small quantities of hazardous waste from businesses described as small-quantity generators (SQGs). SQGs are businesses that generate less than 220 pounds of hazardous waste per month and are conditionally exempt from Washington's Dangerous Waste Regulations if they manage their wastes properly, including delivery to an approved facility. The Washington State Department of Ecology (Ecology) considers MRW to be hazardous waste that is generated in small volumes and is therefore not regulated in the same way as larger volumes of hazardous waste (Ecology 2024b). An MRW facility is a solid waste handling unit that is used to collect, treat, recycle, exchange, store, consolidate, and/or transfer MRW (WAC 173-350-100).

The DoT facility has been in operation for 23 years and has always been run by an outside contractor. Because of rising operational costs and increasing administrative burden, WCHCS is considering the transition of the DoT facility operation to the County. The contract with Clean Earth will end on December 31, 2024, and WCHCS must either solicit competitive proposals to identify a private contractor to manage and operate the facility or provide for County operation and management.

The primary objectives of this feasibility study are to:

- Assess the feasibility of transitioning the operation of the DoT facility from the current company to WCHCS management and operations.
- Evaluate the financial, operational, logistical, and legal aspects associated with the transition.
- Evaluate contractual changes for third-party operation to improve management and operation of the DoT facility.
- Summarize options and recommendations for future facility management and operations.

2 Existing Facility Operation

A summary of current operations by Clean Earth and WCHCS review and oversight has been developed in order to establish a baseline of understanding for the analysis of future options provided in Sections 4 and 5. On March 7, 2024, MFA conducted a site visit with the WCHCS environmental health supervisor to observe facility operations, including staffing, and to assess the facility assets and building condition. In addition to the site visit, MFA conducted informational interviews with WCHCS staff and reviewed the following operational records provided by WCHCS:

- Past monthly invoices
- Quarterly and annual disposal reporting to Ecology
- Existing Clean Earth contract

The level of service provided by Clean Earth that was observed during the site inspection appeared consistent with the WCHCS's requirements for operating the DoT facility. Minor organizational and housekeeping deficiencies were noted and addressed by the environmental health supervisor's oversight of the DoT facility.

2.1 Facility Contract and Funding

The current Clean Earth contract was originally established in 2012. The most recent amendment, signed in 2023, increased Clean Earth's annual facility operating contract to a not-to-exceed amount of \$480,000, representing an approximately 9 percent increase from the previous year. The operation of the facility is funded by Ecology's Local Solid Waste Financial Assistance Agreement and the County's Solid Waste Fund.

2.2 Facility Staffing and Management

The DoT facility currently operates Monday through Friday, 9 a.m. to 4 p.m., and on the first Saturday of each month, 9 a.m. to 4 p.m. Residents and small businesses bring HHW and SQG waste to a covered drop-off area for proper management.

2.2.1 Clean Earth

Historically, the DoT facility has been staffed by three Clean Earth contract operation staff (one lead staff and two support staff) who screen the customers and receive and package the wastes and coordinate pickup of oil and antifreeze from satellite facilities. Clean Earth also provides off-site administrative support to the facility for recordkeeping, invoicing, and general management. Throughout 2023, Clean Earth experienced significant staff turnover at the DoT facility and operated with temporary and reduced staff for much of the last year. If needed, Clean Earth provides temporary on-call support to fill in during prolonged staff absences.

The current contract with Clean Earth specifies the following contractor responsibilities:

- Set up a billing system to collect user fees from commercial small quantity generators.

- Make material collection available to the public for reusable oil, oil-based paint, and latex paint.
- Maintain equipment used to operate the facility, including computer and phone systems, forklift and truck, other necessary equipment, and all utilities and cable /internet services associated with the DoT facility.
- Clean and wax the office floor, restroom, and hazardous waste portion of the DoT facility.
- Provide all necessary, miscellaneous, disposable items such as office materials, safety equipment and supplies, as well as all materials required for packaging the wastes.
- Maintain, service, transport, and dispose of used oil and antifreeze from the three satellite locations and used oil from the Pt. Roberts Transfer Station.
- Conduct one to two off-site collection events at various locations throughout Whatcom County,
- Provide quarterly performance reports.
- Produce the annual Ecology MRW report when required.
- Provide invoices to WCHCS for services rendered.
- Arrange recycling, treatment, and disposal of collected wastes.
- Comply with all contract provisions.

2.2.2 WCHCS

In addition to these contractor responsibilities, WCHCS is responsible for:

- Property taxes
- Major repairs of County-owned equipment (such as the paint-can crusher)
- Landscaping, gutter cleaning, and other grounds maintenance
- Upgrades to the facility structure, including those required by WAC 173-350-360

The environmental health supervisor provides two to four hours per week of oversight for the DoT facility, focused primarily on the facility operations. WCHCS staff have reported spending an average of nine hours each month reviewing invoices and have also observed that invoices have increased from two to more than four invoices each month. WCHCS staff have noted that invoices often contain multiple mistakes, require a significant review effort, and have multiple iterations prior to approval. The environmental health supervisor indicated that there is generally insufficient administrative support from Clean Earth resulting from corporate staffing changes made over the last two years.

2.3 Waste Transportation and Disposal System

The DoT facility accepts HHW from residents and hazardous waste from SQGs. HHW is accepted from residents for free, and SQGs pay a fee based on the type and quantity of waste provided for disposal.

Hazardous waste accepted at the DoT facility includes used oil and fuels, automotive products, cleaners, fluorescent lamps (up to ten bulbs per day), latex paint, lawn and garden chemicals, mercury thermometers and other devices, oil-based paint and paint products, solvents, and rechargeable batteries (not alkaline batteries).

Batteries and fluorescent lamps accepted at the DoT facility can be classified as universal waste. Universal wastes can follow a more simplified set of rules (WAC 173-303-573). In general, materials managed as universal waste can be stored for a year and do not have to be shipped with a manifest or by a hazardous waste transporter.

Waste from the DoT facility is collected by vendors and disposed of at Burlington Environmental in Kent, Washington, a Clean Earth facility, which is a licensed Resource Conservation and Recovery Act (RCRA) treatment, storage, and disposal facility (TSDF). The Burlington Environmental TSDF provides transportation, waste disposal, and recycling of RCRA-regulated hazardous and nonhazardous wastes. The following vendors have also picked up and recycled or properly disposed of hazardous wastes collected at the DoT facility.

- **Emerald Services**—Used oil and antifreeze pickup from the DoT facility and satellite locations
- **PaintCare**—Latex and oil-based architectural paints
- **Mahoney**—Cooking oil recycling (no longer accepts cooking oil from the DoT facility as of January 2024)
- **Z-Recyclers**—Metal recycling center and scrap metal facility that accepts all types of metal and lead-acid batteries
- **Eco-Lights**—Fluorescent bulbs (utilizing the LightCycle Washington program)
- **Call 2 Recycle Program**—Rechargeable batteries

Between 2020 and 2024, an average of 7,142 participants brought HHW to the DoT facility each year. Additionally, 773 participants on average brought SQG waste each year. Table 2-1 provides a summary of the average quantity of waste brought to the DoT facility each year during the last four years.

Table 2-1. Average Annual HHW and SQG Waste

Waste	HHW Quantity (lb)	SQG Quantity (lb)
Fluorescent Lamps	6,784	8,158
Used Oil	161,774	21,603
PaintCare	88,924	6,357
Other	210,672	33,046
Total	468,153	69,164

Notes

HHW = household hazardous waste.

lb = pounds.

SQG = small-quantity generator.

Clean Earth staff are asked to identify materials that are dropped off by HHW and SQG participants at the DoT facility that are still in usable condition and then set these materials aside in a reuse area

for residents to take home. Each year, the amount of reuse materials that are diverted from disposal ranges between 1 and 11 percent of the total materials that are collected at the facility.

2.4 Waste Tracking Database and Billing System

MFA was asked to evaluate the waste tracking and billing system; however, this information could not be obtained from Clean Earth. As a surrogate, MFA was provided the following information for an evaluation of the material types that are collected, how they are categorized, and how backup information is provided for invoices generated by Clean Earth:

- Nonhazardous waste manifest shipping records from the DoT facility to the designated disposal facility
- Invoices for used oil and antifreeze from Emerald Services for the DoT facility and other collection sites. These invoices list the amount of wastes collected.
- Invoices for fluorescent lamps from Eco-Lights from the DoT facility. These invoices list the number of lamps collected.

These waste tracking records are compiled into detailed records of specific waste types and dates only on an annual basis.

Quarterly reports are provided to WCHCS by Clean Earth separately for aggregated pounds received, reused, recycled, and disposed of and for totals for fixed facility and collection events for the following:

- Fluorescent lamps collected at the DoT facility from HHW and SQG participants
- Used oil and other HHW collected at the DoT facility; the amount reused, recycled, and disposed of; and the number of HHW participants
- Universal waste and paint collected at the DoT facility from HHW and SQG participants; the amount reused, recycled, and disposed of; and number of participants
- Used oil and other wastes from SQGs; the amount reused, recycled, and disposed of; and the number of SQG participants
- Used oil collection at satellite sites and the amount reused, recycled, and disposed of
- HHW received at collection events held at Pt. Roberts and Kendall locations; the amount reused, recycled, and disposed of; and the number of participants

Annual reports are required by Ecology and are prepared by Clean Earth. Separate reports must be completed for HHW and SQG. The annual reports identify the following information:

- Sponsoring agency
- Type of event
- Types of waste accepted
- Identified environmental contractor(s)
- Employee and volunteer hours
- Operating hours

- Number of participants
- Program costs detailed as employee/contractor, educational, advertising, operating, and disposal
- Waste disposal method
- Waste type and pounds

Clean Earth generates annual reports containing the above information for the following locations and categories of MRW:

- MRW Collection Events/Mobile Collections
- MRW Fixed Facility HHW
- MRW Fixed Facility SQG
- Used oil

Clean Earth has an internal tracking system that allows preparation of shipment records and the quarterly and annual reports, but a copy of this system was not provided for MFA's evaluation. It is not known if that information can be downloaded in an electronic format usable by WCHCS more often than annually.

Tracking participation and waste amounts and types on a more frequent basis, such as monthly, can facilitate an analysis of trends in managed wastes and future analysis of packaging efficiencies to evaluate costs.

2.5 Facility Expenses

The following expense categories outline the operational costs of maintaining the DoT facility (building and grounds) and the DoT Program (contract labor, material management, and disposal) for continued use by county residents. Clean Earth submits monthly invoices for WCHCS review and approval, including the cost of labor, disposal, vehicles and equipment, utilities, and miscellaneous supplies plus a 15 percent markup on most items as outlined in the contract. The monthly Clean Earth invoices are included as Appendix A.

2.5.1 Staff

Clean Earth bills WCHCS for facility staff labor on an hourly basis. In 2023, Clean Earth billed an average of 412 hours per month for the support staff. MFA understands that this monthly average may exceed the expected hours worked for two full-time equivalent support staff as a result of the staffing shortage referenced above, including after-hours satellite pickups and additional overtime. The facility lead staff was not on site for much of 2023, with invoices including lead staff time for only five months. During those five months, the lead staff was on site for an average of 159 hours per month. Hourly labor rates increased in April 2023 from \$42.00 to \$45.78 for the facility support staff for straight time, and from \$51.00 to \$55.59 for the lead staff. Monthly invoices including facility staff labor are included in Appendix A and are summarized in Table 2-2 below.

Table 2-2. Average Hours Worked and Labor Charges

Position	Average Monthly Hours Worked	Average Monthly Labor Charges
Support Staff	412	\$18,557
Lead Staff	159	\$8,376

Notes

Lead staff hours and labor charges are the average of the months during which the lead staff was present at the DoT facility.

2.5.2 Vendors and Subcontractors

Clean Earth currently uses the following vendors and subcontractors to support operations at the DoT facility. Charges for these services, including a 15 percent markup, are included in the Clean Earth invoices to WCHCS. Average monthly charges are summarized in Table 2-3.

Table 2-3: Disposal Vendor Average Monthly Costs

Waste	Average Monthly Cost
Emerald Services	\$2,014.67
Eco-Lights	\$1,434.04
PaintCare	\$0
Call 2 Recycle	\$0
Total	\$3,448.71

PaintCare and Call 2 Recycle do not charge the DoT facility for supplies, transport, or management of disposal and are reflected as a \$0 monthly cost. The associated labor for packing these materials for disposal is reflected in the hours charged for the Clean Earth DoT facility staff.

2.5.3 Disposal

Clean Earth charges the County for the cost of disposal of waste from the DoT facility at the TSDF consistent with the rates specified in the contract included in Appendix B of this report. The average monthly disposal cost charged to the County for the DoT facility in 2023 was \$14,587. Clean Earth bills SQGs for disposal of SQG waste and credits the County for that amount on the monthly labor invoice. Currently there is approximately \$25,000 in unpaid SQG invoices that the County has paid Clean Earth and not yet been credited.

2.5.4 Vehicles and Equipment

Clean Earth rents a forklift for on-site operations, such as loading drums and pallets. WCHCS is charged a monthly rate of \$823.17 for use of the equipment, which includes maintenance, repairs, and fuel.

Clean Earth owns a pickup truck with a liftgate (2008 F250), used to service remote collection sites. WCHCS is charged a monthly rate of \$790.25 by Clean Earth for use of the pickup truck, which includes service, insurance, and fuel.

A computer is used at the DoT facility to track waste disposal quantities and conduct other miscellaneous office tasks. Clean Earth includes charges for the computer in the monthly invoices with utilities.

A paint-can crusher, owned by WCHCS, is maintained at the facility.

2.5.5 Utilities

Clean Earth bills WCHCS on a monthly cycle for cost, including an administrative fee, plus a 15 percent markup for utilities at the facility (water, sewer, electric, phone/internet, security, and trash). The average monthly utility bill, including the 15 percent markup, is \$1,463.38. Utility bills are included as backup documentation with the invoices for WCHCS review and are included in Appendix A of this report.

2.5.6 Supplies

Clean Earth purchases the following miscellaneous supplies and bills WCHCS on a monthly cycle for the cost of the materials, plus a 15 percent markup. The Clean Earth invoices do not provide a detailed summary of supplies purchased each month. The average monthly cost for supplies in 2023 was \$921.

- Office paper
- Printer ink cartridges
- Postage
- Envelopes
- Hazardous waste reference materials
- Minor can crusher maintenance
- Disposable personal protective equipment
- Respirator cartridges
- Testing equipment
- Spill supplies
- Paint processing disposables
- Tarps, tape
- Drum dollies and grabbers
- Computer and software services

2.6 Facility Insurance Coverage

MFA and Sweetser reviewed the DoT facility insurance policy provided to the WCHCS (see Appendix C) that expired on June 30, 2021 (recent insurance). Because the contract term has been extended multiple times, the minimum insurance required by the County has not been adjusted. The insurance coverage requirements for the DoT facility outlined in the contract specify the following:

- Property damage per occurrence: \$500,000
- General liability and property damage for bodily injury: \$1,000,000
- Workers' compensation that indemnifies the County
- Provisions for defense and liability holding the County harmless

Clean Earth issued a certificate of insurance to demonstrate coverage as required by the contract. The coverage issued in both 2012 and 2020 exceeded the required levels of insurance and satisfied the types of coverage required. However, it is noted that umbrella coverage and Contractor's Professional and Pollution Liability were provided with the 2012 certificate but were not included in the recent insurance certificate issued on August 17, 2020.

The cost for the recent insurance coverage was not included in the monthly invoices.

3 Ongoing Facility Operations Management

Baseline information related to future operations of the DoT facility is necessary in order to evaluate various operational structures. MFA's evaluation of ongoing facility operations includes an analysis of the projected disposal quantities to determine if the DoT facility is likely to provide sufficient capacity for continued county use. Per discussion with WCHCS, the following sections describe a model of staffing the DoT facility that has previously achieved a high level of autonomy and that is likely to maintain the desired level of service. The staffing model is applicable to a County-operated facility or can serve as a description of the desired operation for future contract operators.

3.1 Facility Capacity

MFA tabulated the quantity of HHW and SQG waste collected at the facility and collection events over the last four years to conduct a preliminary evaluation of disposal trends and to determine the anticipated level of service needed to continue providing HHW and SQG waste collection service to county residents. The total waste collected increased from 348,066 lb in 2020 to 650,684 lb in 2023 for an average annual increase of 25 percent (see Table 3-1). The total number of participants ranged from 5,705 in 2020 to 10,966 in 2022 and fell to 9,432 in 2023.

Throughout the history of the DoT Program, WCHCS has identified opportunities to manage increasing volumes of HHW and SQG waste within the existing facility footprint. Historically, the private contractor, under direction from WCHCS, has modified waste packaging procedures to reduce staff labor time and improve waste handling efficiency. More frequent vendor pickups may be scheduled to accommodate the increased collection and prevent an excess of waste stored at the facility.

Table 3-1. Total HHW and SQG Waste Collected at the DoT Facility 2020–2023

Waste	2020 (lb)	2021 (lb)	2022 (lb)	2023 (lb)	Average Annual Increase
DoT Facility					
HHW	234,010	368,276	475,679	511,708	31%
SQG	52,451	64,588	74,182	85,436	18%
Event and Satellite Locations					
HHW	61,605	74,660	97,633	53,540	2%
Total	348,066	507,497	647,494	650,684	25%

Notes

HHW = household hazardous waste.

lb = pounds.

SQG = small-quantity generator.

3.2 Facility Staffing Roles and Responsibilities

According to interviews with WCHCS and Clean Earth staff, and consistent with similar sized facilities on the west coast, the preferred staffing model for operation of the DoT facility includes three on-site personnel, consisting of one lead staff and two support staff, combined with off-site administrative and management support.

The following roles and responsibilities are based on industry standards for typical MRW facilities. Existing County functions for maintaining the building and grounds for the existing DoT facility are excluded from this evaluation, since their role is unchanged under either model.

Facility Support Staff (Environmental Technician 1)

The primary responsibility of facility support staff is to receive waste from MRW customers; properly identify the waste; and then sort, pack, bulk, and transport the waste per applicable federal, state, and local laws and regulations. Facility support staff perform general labor including facility setup, cleanup, closure, maintenance, inventory, routine inspections to maintain compliance, and safe operation of equipment such as forklifts. Facility support staff also transport wastes from collection events as required and respond appropriately to spills and releases of hazardous wastes by either performing containment and cleanup or activating emergency response protocols. Facility support staff are required to receive all state, federal, and site-specific training to perform their responsibilities. Staff are required to perform related duties in compliance with regulatory and operational requirements, including all applicable safety practices.

Facility support staff must communicate effectively in English and read and interpret labels, specifications, regulations, and related material. Staff must be capable of lifting and carrying up to 75 pounds. One year of equivalent hazardous waste experience and 24-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) certification are required. Any combination of equivalent experience and/or education can be provided to demonstrate the required knowledge and training.

Facility Lead Staff (Environmental Technician 2)

The facility lead staff performs all the duties of the support staff as well as overseeing their activities in compliance with safety requirements and operational parameters. The lead staff oversees the classification of wastes into the appropriate hazard class and tests and verifies unknown wastes. Other duties include overseeing shipments and preparing reports. The lead staff is the primary liaison between WCHCS and customers. The facility lead staff reports to management on DoT facility operations.

Administrative Support and Management Staff

Off-site administrative staff is necessary to support operations at the DoT facility, including invoicing for SQGs and waste management subcontractor invoice review. Oversight of the DoT facility is provided by the environmental health supervisor to ensure that the provisions of the contract are being met, that the DoT facility is generally in compliance with the facility operations plan, and that there is technical support for waste identification and management.

On-Call Support

In the event of an extended absence of full-time facility staff, a readily accessible source of temporary labor must be available to provide staff support. Temporary staff must be able to perform the facility support staff responsibilities outlined above under the direction of regular DoT facility staff. Training and experience requirements are the same: 24-hour HAZWOPER certification is required, although the requirement for one year of experience may be waived so long as direct supervision of all waste handling activities is provided by the lead staff.

3.3 Other County-Operated MRW Facilities

In support of the evaluation, MFA interviewed managers of three county-operated MRW facilities (Snohomish, Skagit, and Kitsap Counties). MFA inquired about how each county staffs their MRW facility to provide a viable framework for the County to evaluate.

3.3.1 Snohomish County Staffing

Snohomish County is run by five staff members. There is one facility lead/supervisor, a senior facility technician, and three facility technicians. The supervisor is located off site at Snohomish County's administration office, but the county is working to hire a supervisor to be on site full time.

Invoicing and Administration: Snohomish County's planning team assists with grant administration, reporting, contract and bid development, and community outreach projects. An MRW specialist collects invoices, places orders, and tracks data for compliance reports. The MRW specialist sends the invoices to the accounts payable staff member on Snohomish County's administration team. They also have scale automation software that tracks residential paint and SQG fees. The MRW facility specialist spends about two to three hours per day on administration tasks, not including project management time for MRW facility activities.

Training: Full-time MRW facility staff need to have the initial 40-hour HAZWOPER training and the annual eight-hour refresher. Full-time staff are under medical monitoring and must pass a respirator fit test. Snohomish County noted that hiring staff with MRW training is challenging, and they are in the process of developing a promotional ladder to help with retention of staff with specialized training.

Coverage: Snohomish County's solid waste division provides safety training that enables solid waste staff to step in to partially cover tasks at the facility under the direction of MRW facility staff when there is a need to cover duties.

Additional Contracted Services: The janitorial service provider for Snohomish County also cleans the MRW facility.

3.3.2 Skagit County Staffing

Two staff members run the Skagit County MRW facility, which is part of a larger transfer station. One staff member is a Skagit County employee and the other is a chemist working through a contract with Clean Harbors.

Training: One staff member has HAZWOPER and North American Hazardous Materials Management Association training for identifying unknown chemicals. Skagit County also has two transfer stations for garbage and recycling; these have self-serve stations for antifreeze, motor oil, and batteries and do not require continual attendance by staff.

Invoicing and Administration: The staff at the Skagit County MRW facility receive the invoices and code and route them to an accounting team with the Public Works Department. One staff member on the public works team is responsible for all of the cash reconciliation for the transfer station. This staff member provides invoicing services for other Skagit County departments as well.

Additional Contracted Services: The janitorial service provider for Skagit County also cleans the MRW facility and performs some building maintenance tasks.

3.3.3 Kitsap County Staffing

Kitsap County has six full-time staff, made up of one supervisor and five technicians, to run their MRW facility.

Training: At minimum, staff are required to have 24-hour HAZWOPER certification. Most staff have 40-hour certification.

Invoicing and Administration: Kitsap County has a team of utility billing specialists who are tasked with invoicing and billing for the MRW facility as well as utility billing. One member of this team dedicates 75 percent of their time to MRW facility tasks. Currently, invoices and bills for the MRW facility are tracked in an Access database, but Kitsap County is considering using Paradigm, which is already used for other transfer station tasks, and is also considering using ReTrac, which they already use for data management in other county departments.

Coverage: Although a shortage of facility staff is rare, Kitsap County may use staff from the utilities maintenance crew to fill in for some tasks. The vendor contract also allows for technical assistance to cover longer-term staff shortages.

Additional Contracted Services: Kitsap County's facilities maintenance team provides janitorial services and contract services for pest control and fire suppression system services.

4 County Operation of MRW Facility

This section outlines the proposed staffing structure for County operation of the facility, as well as an evaluation of the anticipated costs.

4.1 Facility Staffing

MFA interviewed a member of the Whatcom County Human Resources (HR) department to evaluate the process for incorporating the existing DoT facility staff into WCHCS staffing infrastructure. The County HR department is familiar with the process as a result of recently undergoing a similar process for adding staff to the County medical examiner's office and have documented the process in an outline (see Appendix). Appendix D includes an evaluation of the roles and responsibilities of the facility staff, along with a comparison to existing County positions, and a determination of the analogous grades and appropriate salary ranges. If adding the DoT facility to the County were to be approved, HR would draft official job descriptions for the lead and support staff, engage the applicable union to inform them of the new classifications, and begin bargaining consistent with existing environmental health contract and union procedural rules. The new positions must first be posted internally to existing union members and then externally to the general public. HR anticipates that the staffing process may take between three to four months to complete.

4.2 Waste Transportation and Disposal System

Hazardous waste that is collected at the DoT facility must be transported by a waste service provider and managed at an approved facility. While there are options for transportation and disposal vendors around the state, the TSDf operated by Clean Earth in Kent, Washington, is the vendor that would mostly likely be used by the operator of the DoT facility given its proximity, disposal costs, and the capability to offer both transportation and disposal services (Ecology 2024a).

4.3 Waste Tracking Database and Billing System

If WCHCS were to operate the DoT facility, a waste tracking database and billing system would have to be developed. The following would be the primary functions of the system:

- Track materials that are received from residents and SQGs.
- Log materials that are packaged for transport.
- Generate shipping manifests for materials that are to be removed from the facility.
- Track SQG customer information.
- Generate invoices for SQG customers by materials that are received.
- Generate periodic material reports (monthly, quarterly, annually) for evaluation and reporting.

MFA recommends reviewing the capabilities of existing County utility billing systems to determine if existing software packages can be upgraded to accommodate the information required by WCHCS.

The County should also evaluate other off-the-shelf inventory tracking and billing systems for their compatibility with the type of information needed for this study and the ability of the systems to fit within County data systems/structures. As a last option, the County can develop stand-alone database systems to address its specific needs.

If WCHCS assumes operation of the DoT facility, the County should request a copy of the existing QuickBooks database or, if unavailable, data table/output files from the database summarizing resident and SQG participation, current inventory, and status of the materials remaining in the facility at the time of transfer. If Clean Earth is unable to provide this information, the previous quarterly and annual reports can be compiled into one new database or spreadsheet for ongoing County use.

4.4 Facility Operations Cost Assessment

The following sections provide a summary of the current facility operational expenses that are anticipated to be paid directly by WCHCS. The cost information described here is presented in Section 6.1. In many cases the current average monthly charges on the Clean Earth invoices, excluding the 15 percent markup, represent an accurate estimate of future expenses for ongoing operation.

4.4.1 Staff Compensation

After review of the draft roles and responsibilities outlined above, HR evaluated the potential union salary ranges for the Environmental Technician I and II positions; results are shown in Table 4-1. A full summary of the expected hourly rates is included in Appendix D.

Table 4-1: Facility Staff Compensation

Position	Hourly Wages		Health & Welfare		Retirement
	PROTEC 17 Union	Teamsters Union	PROTEC 17 Union	Teamsters Union	Both Unions
Environmental Technician I	\$25.02– \$34.58	\$21.89– \$37.50	\$9.24	\$9.25	\$17.52% + \$0.35/hour
Environmental Technician II	\$27.30– \$37.67	\$24.74– \$41.92			

The facility staff are anticipated to bill an average of 160 hours per person per month, with three full-time equivalent employees at the facility (two Environmental Technician I and one Environmental Technician II). In the PROTEC 17 labor union, considering the above, a fully staffed facility is anticipated to cost between \$19,952 and \$25,497 per month; if workers are assigned to the Teamsters labor union, a fully staffed facility cost will range between \$18,299 and \$27,400 per month. Existing WCHCS and County staff are anticipated to provide administrative and management support for the DoT facility in their current roles at no additional charge to the County.

4.4.2 Vendors and Subcontractors

As discussed in Section 4.2 above, it is anticipated that the current level of vendor and subcontractor transportation and disposal service is both effective and cost-competitive. It is anticipated that WCHCS will continue to use the existing vendors and subcontractors at monthly rates similar to the current operation, without the markup.

4.4.3 Vehicles and Equipment

This evaluation assumes that WCHCS will need to purchase its own truck and forklift for continued use at the facility. Assuming a 2025 date for purchase, the County Public Works Equipment Services department estimates an F150 Crew Cab 4x4 with the 6.5-ft bed will cost approximately \$75,000, including the purchase of the vehicle and all make-ready costs that may be associated with it. The estimated purchase price and associated costs for the forklift come to approximately \$45,000. Consistent with the County's process for annualizing capital expenditures over the vehicle's expected eight-year service life, these costs represent \$8,906 and \$5,344, respectively, per year with a 5 percent residual value at the end of this period.

Additionally, WCHCS charges an equipment rental and revolving fund rate for each piece of equipment in its fleet, including for maintenance, replacement, and any expected major repairs during the vehicle's life cycle. It does not cover any accidental damage or misuse. The County Public Works Equipment Services department estimates \$1,300 a month for the truck and \$600 for the forklift.

The County will need to purchase new computers and a phone for the DoT facility. The County IT department estimates that the computers will cost approximately \$1,500 and the monthly phone charges will be approximately \$80.

4.4.4 Utilities

Costs are expected to remain similar for utilities (water, sewer, electric, and trash), as operations at the facility are not anticipated to change in a way that would impact utility usage. Under County operation, utility costs would no longer include a 15 percent contractor markup.

4.4.5 Supplies

Costs are expected to remain similar to current conditions without the 15 percent contractor markup.

4.5 Facility Insurance Coverage

Sweetser evaluated the recent insurance coverage, compared it with similar facilities on the west coast, and determined that the DoT facility may continue to operate with the insurance coverage that is similar to what Clean Earth currently provides under the contract, but additional Pollution Liability insurance is recommended. The following insurance coverage is recommended as a minimum based on commercial operations. The County's risk manager is encouraged to consider the risks and liabilities associated with operations at the DoT facility in order to establish appropriate municipal coverage.

- Commercial General Liability: \$5,000,000 per occurrence
- Automobile Liability: \$5,000,000 combined single limits
- Workers' Compensation and Employers' Liability: \$3,000,000
- Pollution Liability: \$5,000,000 per occurrence

4.6 County Operation Summary

The primary advantage for WCHCS to operate the DoT facility is to maintain direct control of the operations, which may increase the dependability of routine administration of the program. By internalizing the cost of operating the DoT facility, County operational control would also help in stabilizing staff so that there can be an investment in training and the growth of professional knowledge. More direct management of the day-to-day operations would also allow the DoT facility staff to take a larger role in generating reports, evaluating trends, and monitoring changes in material regulations.

County operation of the DoT facility would increase the environmental health supervisor's time commitment to accommodate additional managerial responsibilities. The burden would be mitigated somewhat by employing a facility lead staff (Environmental Tech II) who is charged with certain managerial duties that support the operations and data needs responsibilities of the environmental health supervisor. The County would also need to anticipate providing additional time in administering contracts with management and disposal facilities. Invoices for supplies and the four existing subcontractors would be likely to require a similar amount of time in the first year as contracts and invoicing procedures are established.

The disadvantage would be the need to establish a separate and parallel infrastructure and the need to hire enough staff to fully operate the DoT facility. Contractual arrangements with an HHW contractor will be needed for at least transportation and disposal of waste and potentially for supplemental facility staffing. WCHCS will be required to develop the administrative infrastructure to support the DoT facility. Typical needs include:

- Development and maintenance of an appointment system if that is desired.
- Maintenance of facility records, including medical, training, and shipment records.
- Development of a waste tracking and billing system to track costs, pay accounts, and invoice customers.
- Employee training will also be required to maintain current knowledge of the regulatory requirements, which usually involves training sessions and membership in organizations.

5 Contractor Operation of MRW Facility

Contractor operation is anticipated to look largely the same as described in Section 2 of this evaluation. WCHCS oversight, invoice and contract management, and interaction with corporate staff and on-site technicians may be improved by revising the existing contract language and conducting an open, competitive contractor selection process. A competitive selection process is more likely to result in accurately identifying market costs for material management and to provide the most efficient staffing.

5.1 Facility Staffing and Contract Administration

The respondent will be required to identify the proper staffing consistent with the recommended roles and responsibilities outlined in Section 3.2 above, as well as meeting the minimum staffing expectations. The contractor will be required to provide sufficient off-site administrative support to ensure that invoices are prepared accurately and require minimal WCHCS review. Contract incentives/disincentives can be evaluated for enhanced focus on achieving various contract requirements. One example would be to identify an appropriate County processing fee based on the average effort for each resubmittal of an operations contractor invoice (or second or third submittal depending on what Jennifer Martinez says is acceptable). It was reported that reevaluation of invoices typically requires four hours of work by the County's contract administrator.

5.1.1 Contractor Staff Compensation

Consistent with the anticipated level of service and standard DoT facility hours of operation, it is expected that the three full-time staff will bill an average of 160 hours each per month, for a total monthly invoice of \$14,650 for the two support staff and \$8,894 for the lead staff.

5.2 Contract Recommendations

WCHCS should consider developing additional contract language that addresses, at a minimum, the shortcomings of the current operations contract. The following contract terms should be considered for inclusion:

- Ahead of the bid, prepare a clear scope of work description that shows the functions in the DoT facility and the desired levels of management.
- Define minimum staffing for daily and peak times.
- Clearly define staff roles/responsibilities, including facility staff, management, and administration. Also describe the interaction between WCHCS and the contractor.
- Define allowable invoicing procedures—such as maximum number of invoices per month, required invoice backup documentation, and defined unit rates with expense codes for each commodity.
- Define the process for requesting annual updates to the contract rate sheet.
- Define the process for requesting new material types/units and associated rates.
- Define the process for requesting County approval for changes from the facility operations plan, including facility layout and waste handling and disposal procedures.
- Define disincentives for consistent noncompliance with invoicing requirements, such as a County processing fee for resubmitted invoices or an hourly fee for County involvement in routine support to businesses beyond a specific baseline.
- Define incentives for maintaining strong compliance with County values—such as a contractor bonus for retention of staff, consistently meeting training goals, consistent implementation of industry best practices for managing materials, increases in reuse of collected materials, or general housekeeping.

5.3 Facility Insurance

The County should evaluate several changes to the insurance requirements that are defined in an updated contract. In the future, extension of a contract should also trigger an evaluation and update of the insurance requirements for the new term of the contract.

- Reinstatement of the Professional and Pollution Liability coverage.
- Add Umbrella coverage to provide coverage beyond liability limits on existing policies.
- Expand the Additionally Insured provisions.
- Identify the County as primary coverage that holds the insurer immediately liable upon a covered event rather than secondary coverage that pays out after primary insurance has been paid.
- Require that insurance coverage be maintained throughout the agreement or that it extend beyond the agreement for a period following termination of the agreement (e.g., six months) for activities conducted during the agreement.
- Add language that certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on their behalf.
- Require the subcontractor to provide the same levels of insurance or be included as additionally insured by the contractor.
- Require that insurance coverage be provided by companies with specific financial ratings as determined by a standard accepted rating system such as AM Best's with a rating of A++ or higher.

Because the contractor is responsible for routine handling of hazardous materials, i.e., materials with significant negative effects if released into the environment, the contractor's pollution liability policy is a matter of high importance. The County should determine if the required coverage matches the County's current coverage requirements for similar types of services.

It is recommended that the following insurance coverage, as a minimum, be required from the contractor. The County's risk manager is encouraged to consider the risks and liabilities associated with overseeing operations at the DoT facility in order to establish appropriate municipal coverage.

- Commercial General Liability: \$5,000,000 per occurrence
- Automobile Liability: \$5,000,000 combined single limits
- Workers' Compensation and Employers' Liability: \$3,000,000
- Pollution Liability: \$5,000,000 per occurrence

5.4 Private Contractor Operation Summary

Continuing the current arrangement of the contractor operating the DoT facility represents the lowest administrative burden and would be most easily adjusted since the operating procedures, transportation and disposal agreements, supply contracts, and reporting infrastructure are already defined. Significant attention should be paid to the County's desired organizational structure and contract interactions in order to address problems with the current arrangement.

6 Summary

For 23 years, the DoT Program has been effectively providing county residents with an accessible option for disposing of HHW and SQG waste. However, recent increases in operational costs have led the WCHCS to consider transitioning operation of the facility to County management. The costs under contract operation versus County operation have been compiled and are presented below.

6.1 Cost Analysis

MFA reviewed monthly invoices for January through October 2023, provided by the WCHCS, as well as cost documentation from the HR department and the County Public Works Equipment Services department to determine the average monthly costs for operating the DoT facility. These average monthly costs were then used to extrapolate an anticipated annual cost for typical DoT facility operation to allow for a fair comparison between both future operating scenarios. Table 6-1 summarizes the estimated annual costs associated with operating the facility. MRW disposal, insurance, and general DoT facility maintenance were not included in this comparison because those costs are anticipated to be the same for either operating scenario.

Table 6-1: Average Annual Facility Cost Comparison of County and Private Contractor Operation

Description	County	Private Contractor
Upfront Capital Expenses		
Vehicles and Equipment		
Truck	\$75,000	--
Forklift	\$45,000	--
Computers	\$1,500	--
Total	\$121,500	--
Ongoing Facility Expenses		
Facility Staffing^(a)		
Support Staff	\$142,107-\$212,551	\$175,795
Lead Staff	\$77,184-\$116,249	\$106,733
Vendors and Subcontractors^(b)	\$35,177	\$41,385
Vehicles and Equipment^(c)		
Truck	\$15,600	\$9,248
Forklift	\$7,200	\$9,633
Utilities^(b)	\$16,006^(d)	\$17,561
Supplies^(b)	\$9,397	\$11,056
Total	\$301,972-\$411,181	\$412,080

^(a)Staff annual cost for County operation is calculated using the anticipated range of union hourly rates. Total compensation reported includes hourly rate and all benefits. Annual cost for private contractor operation reflects current Clean Earth hourly rates and the standard anticipated total monthly hours (160 hours per person).

^(b)Costs are calculated to be the same as the private contractor costs, excluding the 15 percent markup.

^(c)Annual vehicle costs represent the equipment rental and revolving fund rate, including maintenance, replacement, and major repairs.

^(d)Monthly phone charges (\$80) are included with other DoT facility utilities.

6.2 Operations Comparison

A comparison of County and private contractor operation of the facility is presented in Table 6-2. As discussed in Section 2.2.1 above, there have been recurring challenges with Clean Earth staffing, including difficulty hiring and providing a stable workforce for the DoT facility. The following comparison recognizes improvements in operation of the DoT facility under a private contractor and reflects the recommended changes in contract language outlined in Section 5.2.

Table 6-2: Comparison of County and Private Contractor Facility Operation

Description	County	Private Contractor
Facility Operations		
Waste Processing, Transportation, and Disposal	+ Direct control with incentive to maximize packaging efficiency.	- Contracted with limited control and no incentive to maximize packaging efficiency.
	o Need to establish arrangements with disposal facilities, usually through transporter.	+ Already own or contracted transporters and facilities relationships.
	o County maintains responsibility for packaged waste.	+ Contractor assumes responsibility for packaged waste
Long-term liability	o County maintains liability due to County packaging of materials.	+ Jurisdiction maintains CERCLA liability, but contractor assumes primary contractual liability.
SQG Acceptance	- Limited familiarity with unusual waste types.	+ Familiarity with existing business wastes classification and acceptance.
	- County needs to establish process for receiving payments.	+ Established billing and payment system.
	+ Greater control over collection of payments from SQGs.	- Limited incentive to collect payments from SQGs to credit the County.
Facility Staffing		
Support Staff	- Limited pool of trained staff and may be difficult to replace.	+ Hiring practices are more flexible; staff and/or temporary labor may be more readily available.
	+ Direct control over level of training.	- Staff training may not be as robust and may require County verification.
	+ Longevity is more likely due to competitive union benefits.	- Higher level of turnover in staff is expected.
Staff Supervision	+ Direct supervision of operations.	- Limited oversight of operational staff.
Administrative	- County personnel must attend to other responsibilities and have limited current availability.	+ Regular invoicing with administrative staff positions identified in the contract.
	o County to review invoices and address errors from subcontract firms.	+ County reviewer identifies invoice errors and contractor must address with subcontractors.
Contractual Oversight	+ Internal management of contractual oversight.	- Requires contractual oversight of operations and invoicing.

Description	County	Private Contractor
Training	◦ External training required but is readily available.	+ May have in-house training program or send staff to external training company.
Cost	◦ County union contract	+ Market rate, which may include union labor rates and terms.
Vehicles and Equipment	- County will need to purchase and include capital expenses and ongoing maintenance costs in their annual budget	+ Contractor will provide a suitable truck and forklift (either owned by the contractor or leased/rented) and charge WCHCS a monthly rate plus markup.
Utilities	+ Utilities will be billed directly to WCHCS with no markup.	- Utilities will be included on the contractor invoice with a markup.
Supplies	+ May have quantity discounts.	- May be above market rate.

Notes

- + Positive condition
- Negative condition
- Neutral condition

6.3 Recommendation

For the two scenarios that were evaluated, and as shown in Table 6-1 above, the costs are relatively comparable for each operations scenario.

For private contractor operation of the DoT facility, the County is encouraged to review the contract language and add details to describe the desired operation and contract communications and the required backup documentation. Updates to the insurance terms are necessary to ensure a level bidder pool. Collecting new proposals for operation of the DoT facility may also cause the existing contractor to evaluate their administrative systems to achieve the contract requirements.

Direct control of the DoT facility under County operation provides the opportunity to ensure high-quality management with support from County personnel at all levels of the facility staffing structure and added benefits of improved employee retention and site-specific training. It is important to recognize that County operation will require an initial period with an increased level of effort from existing WCHCS staff involved in facility administration, invoicing, and management.

References

Ecology. 2024a. "Hazardous waste service providers." Accessed April 8, 2024.

<https://ecology.wa.gov/regulations-permits/guidance-technical-assistance/dangerous-waste-guidance/dispose-recycle-or-treat/hazardous-waste-service-provider#choose>

Ecology. 2024b. "Household hazardous waste & moderate risk waste." Accessed April 8, 2024.

<https://ecology.wa.gov/waste-toxics/community-waste-toxics/household-hazardous-waste-mrw#:~:text=Household%20hazardous%20waste%20%E2%80%94%20pesticides%2C%20paints,hazardous%20waste%20generated%20by%20businesses>

Limitations

The services undertaken in completing this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

Appendix A

2023 Monthly Clean Earth Invoices



MAUL
FOSTER
ALONGI

The Monthly Clean Earth Invoices may be provided by the County upon request.

Appendix B

2022–2024 Clean Earth Contract



MAUL
FOSTER
ALONGI

WHATCOM COUNTY:

Recommended for Approval:

Frank M. Allen 11/20/2012
Department Director Date

Approved as to form:

Daniel L. Gibson 11/19/12
Prosecuting Attorney Date

Approved:

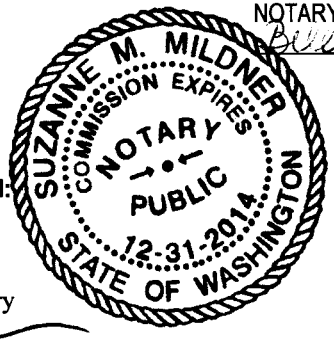
Accepted for Whatcom County:

By: *[Signature]*
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 5th day of December, 2012, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Suzanne M. Mildner
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham My commission expires 12-31-14



CONTRACTOR INFORMATION:

Burlington Environmental, LLC
Josh M. McMorrow, Secretary
[Signature]

Address:
5151 San Felipe, Suite 1600
Houston, TX 77056

Mailing Address:
Same

Contact Name: Glenn Dillman
Contact Phone: 425-204-7120
Contact FAX: 425-204-7164
Contact Email: Glen.Dillman@PSCNow.com

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, depending on performance results and funding availability, for a period of up to three years at a time, and for a total of no longer than nine years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00

General Liability & Property Damage for bodily injury- \$1,000,000.00

A certificate of such insurance is attached hereto as Exhibit "C".

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, to the extent such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Chris Brueske, Asst. Director, Public Works
322 N. Commercial St. Ste 210
Bellingham, WA 98225

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

- 38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable
- 38.3 E-Verify: Not Applicable

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

- 40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.
- 40.2 Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
- 41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
- 41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 42.1 Disputes:
- a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
 - b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
 - c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
 - d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3 , 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)
OPERATION OF THE DISPOSAL OF TOXICS FACILITY

TASK A.

Contractor shall operate the Disposal of Toxics facility ("the facility") for the collection and storage of household hazardous waste including fluorescent bulbs. The waste will be collected, sorted, and packed for proper reuse, recycling, or disposal. Contractor will be responsible for disposal. The facility will be operated on a scheduled basis and be also available to service commercial small quantity generators of moderate risk waste on a user fee basis. Contractor will be responsible for setting up a billing system to collect user fees from commercial small quantity generators. It is understood that there will be no cash handling by facility employees. Operation will be in accordance with approved plan of operation by the Whatcom County Health Department. Reusable oil, oil-based paint and latex paint will be made available to the public for reuse. Contractor will be responsible for all disposal costs.

Contractor will be responsible for all equipment used to operate the facility, including computer and phone systems, a forklift and truck, other necessary equipment and all utilities and cable/internet services associated with the site. The Contractor will also be responsible for cleaning and waxing office floor, restroom and hazardous waste portion of facility, and all necessary supplies. Contractor will also provide all necessary, miscellaneous, disposable items such as office materials and safety equipment and supplies.

Whatcom County will be responsible for property taxes and major repairs of County-owned equipment such as the paint-can crusher, as well as landscaping, keeping gutters debris free and other routine maintenance of the grounds. Whatcom County will also be responsible for upgrades to the facility structure including those required by WAC 173-350-360.

TASK B.

Contractor shall be responsible for maintenance, service, transportation and disposal of used oil and antifreeze from these three satellite locations:

1. Cedarville Transfer Station
2. Birch Bay Transfer Station
3. Nooksack Valley Disposal

Contractor will also be responsible for the disposal of used oil from the Pt. Roberts Transfer Station to the Disposal of Toxics Facility.

TASK C.

Every year, Contractor shall hold one to two off-site collection events at various locations throughout Whatcom County, including in Point Roberts.

TASK D.

Contractor shall provide quarterly performance reports with the following information:

1. Monthly number of household hazardous waste and small quantity generator waste customer vehicles using the facility.
2. Monthly summary of household hazardous waste and small quantity generator moderate risk waste volumes received at the facility per major waste category, as required by the Washington State Department of Ecology.
3. Monthly volume of used motor oil and antifreeze received at each collection station.
4. Amount of material diverted for reuse through the "swap shop" located at the fixed facility.
5. Number of participants at off-site collection events

Reports shall be due within 30 days following the end of the quarter being reported. Payment may be withheld if performance reports are not submitted.

TASK E.

Contractor shall produce the Department of Ecology Moderate Risk Waste annual report by April 1st, following the end of the year being reported. Payment may be withheld if year-end report is not submitted.

EXHIBIT "B"								
Whatcom County 2013								
Wastestream	Packing	Disposal	Profile	CY Box	55G - Drum	5G - Drum	Other	Notes
Acids/Bases	Lab	Treat	SE000850/860		\$190.00	\$55.00		
Bases	Bulk	Treat	SE000870/880		\$195.00	\$ 55.00		
Aerosol Paint	loose	Energy Rec.	SE000210	610.00	\$175.00			
Aerosol-Pesticides	loose	Incin	SE000240		\$225.00			
Alkaline/Dry Cell Batteries	loose	Landfill	SE000825		\$125.00			
Antifreeze	bulk	Recycle	SE000110					cost +15%
Antifreeze - off spec/contaminated	bulk	Energy Rec.	SE000320		\$105.00			
Auto Oil - contaminated with solvents	bulk	Energy Rec.	SE000320		\$105.00			
Flammable Solids	Lab	Incin	SE000410	\$630.00	\$225.00	\$60.00		
Fluorescent Tubes	Loose	Recycle	SE000996					cost +15%
Latex - box	loose	Landfill	SE000192	\$250.00				27 cu ft box
Latex	bulk	Landfill	SE000170		\$130.00			
Lead Acid Batteries	pallet	Recycle	SE000810					no charge
Non Regulated Solids	loose	Landfill	SE000101		\$125.00			
Metallic Mercury Waste	Lab	Recycle	SE000852				\$1.34/lb	gross wt. of container
Mercury Contaminated	Lab	Recycle	SE000853/854			\$195.00		
Ni-Cd batteries (wet)	loose	Recycle	SE000830				\$1.07/lb	gross wt. of container
Oil Based Paint and Related Products	loose	Energy Rec.	SE000350	\$425.00	\$135.00			27cu ft. box
Oil Based Paint and Related Products	Bulk	Energy Rec.	SE000340		\$140.00			
Oil Filters	loose	Recycle	SE000195		\$120.00			
Oil and Water	Bulk	Treatment	SE000109					cost +15%
Organic Peroxides	Lab	Incin	SE000530		\$230.00	\$75.00		\$175.00 /10g-dm
Oxidizers	Lab	Treat/ Incin	SE000520		\$230.00	\$75.00		
PCB Ballasts (<9lbs. Non-leaking)	loose	Landfill	SE000130		\$155.00			
PCB Ballasts (>9lbs. Leaking)	loose	Incin	SE000920		\$750.00	\$75.00		
PCB Liquids	bulk	Incin	SE000930		\$510.00	\$65.00		
Pesticide Liquids	Lab	Incin	SE000610		\$195.00	\$60.00		
Pesticide Solids	loose	Incin	SE000610	\$630.00	\$195.00	\$60.00		
Pesticide Solutions	bulk	Incin	SE000615		\$230.00			
Photographic Fixer	bulk	Recycle	SE000890		\$230.00			
Spon. Combust/Reactives	Lab	Incin/ Treat	SE000430/440		\$275.00	\$85.00		
Solvents and flammable liquids	bulk	Energy Rec.	SE000320		\$105.00			
Transportation					Cost			
Regular material Pick-up					N/C		28/40" Box van requires forklift	

Labor Assistance				Rate - Per Hour			
Facility Staff Supervisor				\$42.50			
Facility Support Staff				\$38.00			
PSC Renton Staff Support Labor				\$38.00			
PSC Renton, WA Staff Travel				\$26.00			
1. Drum Supplies delivered only in conjunction with waste pick-up							
2. Labor costs based on three dedicated toxics facility employees, full-time. Overtime will be invoiced at 1.5 times regular rate.							
3. \$114 surcharge for 85 Gallon Overpack drums - cost of drum and handling fee in Kent.							
4. 30G drums at 75% of 55G rate							
Alkaline Batteries	bulk	Recycle	SE000822				\$1.00 / pound
Lithium Batteries (non recycle)	bulk	Incin	SE000847				\$6.50/lb
Liquids/Sludges - Haz	bulk	Stab	SE000107	\$180.00			
Liquids/Sludges - non Haz	bulk	Stab	SE000106/1 08	\$145.00			

Whatcom County Facility Costs

Program Support Services	Billing Cycle	Rate	Comments
Misc Disposable Supplies - Office paper, haz waste reference materials, postage, envelopes, fax/printer cartridges, can crush maintenance (not repair), disposable PPE including Tyvek, respirator cartridges, gloves (nitrile, labpack, chemical, cold weather): testing equipment (chlor-d-tect, pH, Oxidizer, Organic Peroxide) Spill Supplies, Absorbent Pads, Paint processing disposables, tarps, tape, aerosol puncturing machine maintenance, drum dollies, drum grabbers	Monthly	\$0	Cost + 15%
Computers - (see utilities below)	Monthly	\$0	\$0
Forklift - On-site forklift for operations including maintenance, repairs and fuel	Monthly	\$705	\$8,460
Liftgate Truck - Truck with liftgate to service remote collection sites, includes service, insurance and fuel	Monthly	\$650	\$7,800

Mileage (invoiced at Federal per diem mileage rate for vehicle type - fluxuates)	Per Mile		variable
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Utilities - Including Water, Sewer, Electric, Trash (Cost + administrative fee)			Cost + 15%
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Additional Disposal Items	Rate
Antifreeze Recycling	Cost + 15%
Oil and Water Mixture	Cost + 15%
Light tube Recycling	Cost + 15%

Not included:

- Property Taxes or Permits
- Service or repair of can crush unit
- Building(s) repair, service or upgrades.
- Electrical repair, service or upgrades.
- Envirostars promotion or advertising

NOTES: This total is a not-to-exceed amount on an annual basis. Monthly invoices shall reflect actual costs of time, materials, and disposal based upon unit prices shown in this exhibit. However, the total of \$350,000 annually shall not be exceeded unless and until a change order for the excess amount is issued by the County, subject to the discretion of the County.

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT
FRANK M. ABART
Director




Chris Brueske, P.E.
Assistant Director
ADMINISTRATION
CIVIC CENTER ANNEX
322 N. Commercial Street, Suite 210
Bellingham, WA 98225
Phone # (360) 676-6692
Fax # (360) 676-6863


RECEIVED

NOV 20 2012

MEMORANDUM

TO: The Honorable Jack Louws, County Executive
Honorable Members of the Whatcom County Council

FROM: Chris Brueske, P.E., Assistant Director 

THROUGH: Frank Abart, Director 

RE: Contract with Burlington Environmental Services
Operation of the Disposal of Toxics Facility

DATE: November 21, 2012

JACK LOUWS
COUNTY EXECUTIVE

Enclosed are two (2) originals of the contract for the Operation of the Moderate Risk Waste Facility (Disposal of Toxics) between Burlington Environmental LLC, a subsidiary of PSC Environmental Services LLC, and Whatcom County for your review and signature.

Requested Action

Public Works respectfully requests that the County Executive and Whatcom County Council enter into a contract with Burlington Environmental LLC for the Operation of the Disposal of Toxics Facility.

Background and Purpose

The Whatcom County Hazardous Waste Management Plan calls for hazardous waste education, the collection of moderate-risk waste at a collection and storage facility, and transportation of the collected waste materials to a treatment and/or disposal facility. Whatcom County has contracted for this service since 2004. This contract is the result of RFQ 12-70.

Funding Amount and Source

The operation of this facility is funded by a 75%/25% matching Coordinated Prevention Grant from the Department of Ecology (CPG) with the 25% match coming from the Solid Waste Fund (140). The contract is for \$350,000 annually, as included in the 2013-2014 Solid Waste budget approved by the Solid Waste Executive Committee, or \$1,050,000 for the three year contract term.

Differences from Previous Contract

This is a new contract for services. Previous contract for the operation of the Facility was for \$375,000 annually. Individual contract items are slightly less than previous contract.

Please contact Debbie Bailey at extension 50292 if you have any questions or concerns regarding the terms of this agreement,



Memorandum

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Clean Earth Environmental Solutions, Inc. – Waste Collection & Storage Facility
Contract Amendment #10

DATE: **APRIL 20, 2023**

Attached is a contract amendment between Whatcom County and Clean Earth Environmental Solutions, Inc. for your review and signature.

▪ **Background and Purpose**

The Whatcom County Hazardous Waste Management Plan requires hazardous waste education, the collection of moderate-risk waste at a collection and storage facility and transportation of the collected waste materials to a treatment and/or disposal facility. Clean Earth Environmental Solutions, Inc. operates the County's moderate risk waste facility, known as Disposal of Toxics. This amendment updates the Contractor's profile and/or process code numbers and increases annual funding from \$440,000 to \$480,000. This increase is attributed to 2023 price increase in labor and disposal. Clean Earth Environmental Solutions has experienced sharp price increases across the board for labor, as well as transportation, storage and disposal of hazardous waste.

▪ **Funding Amount and Source**

The operation of this facility is funded by the Department of Ecology's Local Solid Waste Financial Assistance Agreement and the Solid Waste Fund. Funding for this contract is included in the 2023 budget. Council authorization is not required as the additional funding provided by this amendment does not exceed 10% of the amount authorized by Council on 01/10/2023.

▪ **Differences from Previous Contracts**

Section	Revision Purpose
Exhibit B – Compensation	Update profile and/or process code numbers and increase annual not-to-exceed totals to \$480,000 in 2023 and 2024.

Please contact Jennifer Hayden, Environmental Health Supervisor at 360-778-6036 (JHayden@co.whatcom.wa.us) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201211014 - 10

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8540 Environmental Health / 854085 Solid Waste Enforcement
Contract or Grant Administrator:	Jennifer Hayden
Contractor's / Agency Name:	Clean Earth Environmental Solutions

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	201211014	

Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202201016
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

Is this contract the result of a RFP or Bid process?	Contract Cost Center:		140202 / 140204
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	12-70	



Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>
---	---

- If YES, indicate exclusion(s) below:
- | | |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency. |
| <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 4,626,260	
This Amendment Amount:	
\$ 80,000	
Total Amended Amount:	
\$ 4,706,260	

Summary of Scope: This contract provides funding for the operation of Whatcom County's Moderate Risk Waste Facility (Disposal of Toxics), maintenance of the three used motor oil and antifreeze stations, and off-site waste collection events. This amendment updates the Contractor's profile/process codes and increases annual funding to \$480,000 in 2023 and 2024.

Term of Contract:	3 Years	Expiration Date:	12/31/2024
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Contract Routing:	1. Prepared by:	JT	Date:	03/27/2023
	2. Health Budget Approval	KR/JG	Date:	04/11/2023
	3. Attorney signoff:	RB	Date:	04/12/2023
	4. AS Finance reviewed:	A Martin	Date:	04/18/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	4/24/2023
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	4/24/2023
	10. Original to Council:		Date:	

Whatcom County Contract Number:

201211014 – 10

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225**

**AND CONTRACTOR:
Clean Earth Environmental Solutions
933 First Avenue, Suite 200
King of Prussia, PA 19406**

CONTRACT PERIODS:

Original:	01/01/2013 – 12/31/2015	Amendment #6:	01/01/2022 – 12/31/2024
Amendment #1:	01/01/2016 – 12/31/2018	Amendment #7:	01/01/2022 – 12/31/2024
Amendment #2:	01/01/2019 – 12/31/2021	Amendment #8:	08/01/2022 – 12/31/2024
Amendment #3:	01/01/2019 – 12/31/2021	Amendment #9:	09/01/2022 – 12/31/2024
Amendment #4:	01/01/2019 – 12/31/2021	Amendment #10:	01/01/2023 – 12/31/2024
Amendment #5:	08/01/2020 – 12/31/2021		

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit B – Compensation, to update the Contractor’s profile and/or process code numbers and increase annual not-to-exceed totals to \$480,000 in 2023 and 2024.
2. Funding for the total contract period (01/01/2013 – 12/31/2024) is not to exceed \$4,706,260.
3. All other terms and conditions remain unchanged.
4. The effective start date of the amendment is 01/01/2023.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: DocuSigned by: Sue Sullivan 4/20/2023
051358A396BB46E...
Sue Sullivan, Environmental Health Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 4/21/2023
955C651A30374BD
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 4/21/2023
1EE5DDBD9542404...
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

<u>DocuSigned by: Mindy Rath</u> D2473AAAB0644C9...	Melinda Rath, SVP, Sales & Customer Service	4/21/2023
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Singh Sidhu 4/24/2023
1192C7C18B664E3...
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Clean Earth Environmental Solutions
933 First Avenue, Suite 200
King of Prussia, PA 19406
mrath@harsco.com

**Exhibit B — Amendment #10
(COMPENSATION) as of January 1, 2023**

Waste Stream	Packing	Disposal	Profile	Process Code	CY Box	85G - Drum	55G - Drum	30G - Drum	15G - Drum	5G - Drum	Each or Per lb	Minimums	Notes
Antifreeze - off spec/contaminated-Bulk Fuels	Bulk	Energy Rec	WHAT0320	AF01		\$299.75	\$147.15						
Auto Oil - contaminated with solvents-Bulk Fuels	Bulk	Energy Rec	WHAT0320	AF01			\$147.15						
Oil Based Paint and Related Products	Bulk	Energy Rec	WHAT0340	AF01			\$147.15						Depends on % of sludge received at the plant
			WHAT0340	AF02		\$299.75	\$147.15						
			WHAT0340	AF03		\$381.50	\$212.55						
			WHAT0340	AF04		\$408.75	\$223.45						
Solvents and flammable liquids	Bulk	Energy Rec	WHAT0320	AF01		\$299.75	\$147.15						Depends on % of sludge received at the plant
			WHAT0320	AF02		\$299.75	\$147.15						
			WHAT0320	AF03		\$381.50	\$212.55						
			WHAT0320	AF04		\$408.75	\$223.45						
Oil Based Paint and Related Products	Loose	Energy Rec	WHAT0350	AF06	\$496.23		\$157.62						
Aerosols, cans of paints, solvents, for depressurization & fuel blending, RCRA	Loose	Energy Rec	WHAT0210	AF08	\$753.00		\$245.25						
Aerosol-Pesticides	Loose	Incineration	WHAT0240	INC02	\$1,798.50		\$539.55						
Pesticide Solutions - Chlorinated Solvents	Bulk	Incineration	WHAT0615	INC09			\$268.55						
Solids for incineration, bulkable (soil, sludge, consumer packaging)	Bulk	Incineration	WHAT0102	INC13	\$1,689.50		\$474.15			\$163.50			
Lab Pack, Incineration, Organic Bases	Lab	Incineration	WHAT0861	INC14-B			\$221.85						
loosepack pesticides,flammable solids	Loose	Incineration	WHAT0610	INC14-F	\$817.50		\$256.15	\$212.55		\$103.55			
Lab Pack, Incineration, Flammable Solids (DOT 4.1)	Lab	Incineration	WHAT0410	INC15-D1			\$926.50			\$158.05			
Spon. Combustible/Reactivities Lab Pack Incineration	Lab	Incineration / Treat	WHAT0430	INC15-D2					\$430.55	\$245.25			
Organic Peroxides (DOT 5.2)	Lab	Incineration	WHAT0530	INC15-E2			\$389.28	\$291.97	\$194.64	\$136.25			
Lab Pack, Incineration, Water Reactives (DOT 4.3)	Lab	Incineration	WHAT0440	INC15-W				\$539.55		\$136.25			
Cigarette Lighters	Loose	Incineration	WHAT0270	INC19-6			\$681.25			\$136.25			
Acidic corrosive liquids, for neutralization & incineration or direct incineration	Bulk	Incineration	WHAT0871	INC20				\$245.25					
RCRA Pharmaceuticals/debris (No P Codes, Chemo Waste, Consumer Pharma)	Lab	Incineration	WHATOPHARM	INC29						\$90.69			
RCRA Pharmaceuticals/debris (Contains Mercury)	Lab	Incineration	WHATOPHARM	INC29-1			\$525.00	\$425.00	\$295.00	\$215.00			
RCRA Pharmaceuticals/debris or P- Listed for RCRA (Nicotine)	Lab	Incineration	WHATOPHARM	INC29-2			\$545.00	\$425.00	\$295.00	\$215.00			
Soil/filters/debris: oil (5%)	Loose	Landfill	WHAT0101	LF01		\$299.75	\$158.05						
Landfill Ready, non-regulated Solids - Dry Cell Batteries	Loose	Landfill	WHAT0820	LF01		\$299.75	\$158.05						
PCB Ballasts (>91bs. Leaking)	Loose	Incineration	WHAT0920	PCB01			\$1,144.50			\$87.57			
PCB Liquids	Bulk	Incineration	WHAT0930 - PCB05	PCB03			\$595.48		\$485.05	\$277.95			
PCB Solvents	Bulk	Incineration	WHAT0940	PCB05			\$817.50		\$485.05	\$272.50			
PCB Ballasts <91bs. Non-Leaking	Loose	Landfill	WHAT0130	PCB09			\$354.25						
Lead Acid Batteries	Pallet	Recycle	WHAT0810	REC05							\$0.58/lb	MN55 - \$190.75	
Mercury bulbs, (fluorescent light tubes, whole), for reclamation	Loose	Recycle	WHAT0996	REC06							\$1.12/LB	\$16.35	

Waste Stream	Packing	Disposal	Profile	Process Code	CY Box	85G - Drum	55G - Drum	30G - Drum	15G - Drum	5G - Drum	Each or Per lb	Minimums	Notes
Oil (with <10% water) for re-refining	Bulk	Treat	WHAT0150	REC07			\$234.35						
Antifreeze (ethylene glycol)	Bulk	Recycle	WHAT0110	REC08			\$250.70						
Lithium Batteries (Damaged)	Lab	Incin	WHAT0842	INC10							\$7.95/LB	\$57.00	
Lithium Metal Batteries	Lab	Incin	WHAT0846	REC09							\$7.60/LB	\$54.50	
Oil Filters, whole	Loose	Recycle	WHAT0195	REC10		\$299.75	\$196.20						
Oil Filters, crushed	Loose	Recycle	WHAT0197	REC10		\$299.75	\$196.20						
NiCad batteries, Non-regulated, Universal Waste, for recycle	Loose	Recycle	WHAT0830	REC11							\$1.24/lb	\$27.25	gross weight of container
Metallic Mercury Waste	Lab	Recycle	WHAT0852	REC13							\$34.88/LB		gross weight of container
Mercury Contained in manufactured articles, or dirt/debris	Lab	Recycle	WHAT0853	REC14				\$1,308.00		\$299.75			
Fluorescent Tubes (crushed)	Loose	Recycle	WHAT0997	REC15			\$899.25						
Alkaline/Dry Cell Batteries	Loose	Recycle	WHAT0825	REC24							\$1.17/lb	\$27.25	
Fire Extinguishers for recycle	Loose	Recycle	WHAT0260	REC60			\$299.75						
Cylinders, flammable, propane, for recycle	Loose	Recycle	WHAT0230	REC61			\$299.75						
Cylinders, (Carbon Dioxide Cartridges) for recycle, Oxygen, for Recycle	Each	Recycle	WHAT0250	REC63 REC65							\$38.15		Each
Liquids/Sludges Non-Haz	Bulk	Treat	WHAT108	STAB01			\$169.30						
Solids/Sludges/Liquids (neutral pH) with RCRA metals, for stabilization to subtitle C/D landfill	Bulk	Treat	WHAT0107	STAB02			\$354.25	\$245.25		\$64.22			\$1248.05 TP275
Solids/Sludges/Liquids (Alkaline-D002) with RCRA metals, for stabilization to subtitle C/D landfill	Bulk	Treat	WHAT0881	STAB02-2			\$316.10	\$245.25					\$1,248.05 TP275
Inorganic Oxidizers	Lab	Treat	WHAT0520	STAB06-6			\$268.55	\$201.42	\$134.28	\$87.57			
Acidic waste water for treatment, less than 25% acid concentration	Bulk	Treat	WHAT0870	WAT01-1			\$305.05	\$220.65	\$158.05				
Alkaline waste water (non chromic, D002-D011), caustic concentration <25%, for treatment	Bulk	Treat	WHAT0880	WAT02-1			\$307.23	\$245.25		\$64.22			
Bases Bulk, Alkaline waste water, Caustic concentration 25-50%	Bulk	Treat	WHAT0880	WAT02-2			\$307.23						
Water & Oil (<10% floc, non-regulated, for treat & discharge)	Bulk	Treat	WHAT0106	WAT05			\$185.30						
Acids Lab Pack, Treatment, Inorganic Acids	Loose	Treat	WHAT0850	WAT16-A			\$221.85			\$64.22			
Bases Lab Pack, Treatment, Inorganic Bases	Loose	Treat	WHAT0860	WAT16-B			\$221.85			\$64.22			

Transportation	Cost	Notes
Regular material pick-up	N/C	28/40" Boxvan Requires Forklift
Labor Assistance		Rate Per Hour
LBSPECST - Facility Staff Lead, Straight Time		\$55.59
LBSPECOT - Facility Staff Lead, Overtime		\$83.39
LBENVST - Facility Support Staff, Straight time		\$45.78
LBENVTOT - Facility Support Staff, Overtime		\$68.67
1. Drum Supplies delivered only in conjunction with waste pick-up		
2. Labor costs based on three dedicated toxics facility employees, full-time. Overtime will be invoiced at 1.5 times regular rate.		
3. \$131.10 surcharge for 85 Gallon Overpack drums — cost of drum and handling fee in Kent.		
4. 30G drums at 75% of 55G rate		

Whatcom County Facility Costs

Program Support Services	Billing Cycle	Rate	Comments
Misc Disposable Supplies: Office paper, haz waste reference materials, postage, envelopes, fax/printer cartridges, can crush maintenance (not repair), disposable PPE including Tyvek, respirator cartridges, gloves (nitrile, labpack, chemical, cold weather): testing equipment (chlor-d- tect, pH, Oxidizer, Organic Peroxide) Spill Supplies, Absorbent Pads, Paint processing disposables, tarps, tape, drum dollies, drum grabbers	Monthly	Cost + 15%	Cost + 15%
Computers: (see utilities below)	Monthly	See Below	See Below
Forklift: On-site forklift for operations including maintenance, repairs and fuel (LBOPERST)	Monthly	\$823.17	\$9,877.96
Liftgate Truck: Truck with liftgate to service remote collection sites, includes service, insurance and fuel (LBDRIVST)	Monthly	\$790.25	\$9,483.00
Mileage: (invoiced at Federal mileage rate for vehicle type — fluctuates)	Per mile		Variable
Utilities: including water, sewer, electric, trash (cost + administrative fee)			Cost + 15%
Additional Disposal Items: DIR01			Rate
Antifreeze recycling			Cost + 15%
Oil and Water mixture			Cost + 15%
Light tube recycling			Cost + 15%
Waste Oil			Cost + 15%
Not included: Property Taxes or Permits Service or repair of can crush unit Building(s) repair, service or upgrades Electrical repair, service or upgrades	NOTES: This total is a not-to-exceed amount on an annual basis. Monthly invoices shall reflect actual costs of time, materials, and disposal based upon unit prices shown in this exhibit. However, the annual totals listed below, shall not be exceeded unless and until a change order for the excess amount is issued by the County, subject to the discretion of the County. 2022: \$440,000 2023: \$480,000 2024: \$480,000		

*If profile comes in as another process code, pricing established for the new code will be used.
 *Profiles picked up that are not included in the list above will be priced at current price list rates

- The Contractor shall submit invoices to (include contract #) HL-BusinessOffice@co.whatcom.wa.us.
- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service.
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
- Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

Non-Specified Container Conversions		Conversion Table Notes
Container Size	Conversion	
1-5 gallon	35%	<ul style="list-style-type: none"> These conversions will apply to all disposal and transportation items <u>priced per container</u> unless quoted separately Numbers are expressed as a factor of a 55-gallon drum (e.g., 55-gallon price x 35% = sell price) The greater of the conversion factor or location container minimum of \$40 will be applied. Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below. Smaller container sizes can be converted to larger containers using the following steps. 1) Divide the smaller container price by its conversion factor for the 55-gallon price (e.g., 5-gallon price ÷ 35% = 55-gallon price). 2) Use the normal conversions on the 55-gallon drum price to convert to other container sizes.
6-15 gallon	50%	
16-30 gallon	75%	
31-55 gallon	1x	
85 gallon	1.5x	
Cubic Yard Boxes	4x	
250/275-gallon totes	5x	
330/350-gallon totes	6x	

Per Pound Standard Minimums			
	Common Containers ¹	Lab Pack Containers ²	Light Weight Containers ³
Container (Gal)	-----Minimums-----		
5 or less	50 lbs	25 lbs	30 lbs
6 to 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--

Excludes Lab Pack and Light Weight items
 Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16
 Includes: AF17, INC01, INC02, INC16
 All other container sizes are case by case (CBC)

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$150
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$75
Transportation, Labor, and Other Fees			
e-Manifest Administration Fee (per manifest)	ADMMANFEE	Each	\$25
Scheduled Pickup Cancellation	ADMCAN	Each	\$150
Repacking/Overpacking Fee	ADMREPK	Each	\$150
Overpack Handling Fee	ADMOVPK	Each	\$50
Technical Lab Pack Review "Flat Rate Fee - \$175.00 The flat fee criteria: (1.) Excel submitted inventories; (2.) Maximum of 500 inventory items; (3.) <5% of items with Trade Names"	ADTECHRWW	Each	\$175

Non-Standard Minimums	
Container Min.	Process Code
\$0	REC51-3
\$5	REC60, REC61, REC62, REC63, REC64, REC65
\$10	REC02-xx series and REC05
\$15	LF04, REC06, REC27
\$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
\$50	REC09, REC09-1

Appendix C

2020 DoT Facility Insurance Policy



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**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201211014 - 5

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8540 Environmental Health / 854085 Solid Waste Enforcement	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		<i>> Clean Earth</i> Stencycle Environmental Solutions	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	201211014
Does contract require Council Approval? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	201907033	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	12-70 140202, 140204
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.		
If YES, indicate exclusion(s) below:			
<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 3,306,260		Council approval required for, all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$ 0			
Total Amended Amount: \$ 0			
Summary of Scope: This contract provides funds for the operation of the Moderate Risk Waste Facility (Disposal of Toxics) maintenance of the three used motor oil and antifreeze stations, and one to two off-site collection events per year.			
Term of Contract:	3 Years	Expiration Date:	12/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 08/14/2020
	2. Attorney signoff:	RB	Date: 08/19/2020
	3. AS Finance reviewed:	M Caldwell	Date: 08/17/2020
	4. IT reviewed (if IT related):		Date:
	5. Contractor signed:		Date:
	6. Submitted to Exec.:	JT	Date: 08/20/2020
	7. Council approved (if necessary):		Date:
	8. Executive signed:		Date: 9-9-2020
	9. Original to Council:		Date: 9-9-2020

WHATCOM COUNTY
Health Department



Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Clean Earth Environmental Solutions, Inc. – Waste Collection and Storage Facility Contract Amendment #5

DATE: August 31, 2020

Attached is a contract amendment between Whatcom County and Clean Earth Environmental Solutions, Inc. for your review and signature.

▪ **Background and Purpose**

The Whatcom County Hazardous Waste Management Plan calls for hazardous waste education, the collection of moderate-risk waste at a collection and storage facility, and transportation of the collected waste materials to a treatment and/or disposal facility. Clean Earth Environmental Solutions, formerly known as Stericycle Environmental Solutions, operates the County's moderate risk waste facility (known as Disposal of Toxics). The purpose of this amendment is to revise the business name on the existing contract as Stericycle was recently acquired by Clean Earth.

▪ **Funding Amount and Source**

The operation of this facility is funded by the Department of Ecology Coordinated Prevention Grant and the Solid Waste Fund. Funding for the current term (01/01/2019 – 12/31/2021) is not to exceed \$1,124,760 or \$374,920 annually. Funding for the entire contract period (01/01/2013 – 12/31/2021) is not to exceed \$3,306,260. Funding for this contract is included in the 2020 budget. Council approval is not required as this amendment does not change the approved budget.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



Whatcom County Contract Number:
201211014 – 5

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225**

AND CONTRACTOR:

**Clean Earth Environmental Solutions, Inc.
350 Poplar Church Road
Camp Hill, PA 17011**

AMENDMENT NUMBER: 5

CONTRACT PERIODS:

Original:	01/01/2013 – 12/31/2015	Amendment #3:	01/01/2019 – 12/31/2021
Amendment #1:	01/01/2016 – 12/31/2018	Amendment #4:	01/01/2019 – 12/31/2021
Amendment #2:	01/01/2019 – 12/31/2021	Amendment #5:	08/01/2020 – 12/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend the Contractor's business name from Stericycle Environmental Solutions, Inc. to Clean Earth Environmental Solutions, Inc.
2. An updated Exhibit C – Certificate of Insurance, is attached.
3. Funding for this contract period (01/01/2019 – 12/31/2021) is not to exceed \$1,174,760.
4. Funding for the total contract period (01/01/2013 – 12/31/2021) is not to exceed \$3,306,260.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 08/01/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: DocuSigned by: John Wolpers 8/31/2020
John Wolpers, Environmental Health Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 8/31/2020
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 8/31/2020
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

DocuSigned by: David Stanton, President 9/9/2020
Contractor Signature | David Stanton, President | Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Sidhu 9/9/2020
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Clean Earth Environmental Solutions, Inc.
David Stanton, President
Esolcontracts@stericycle.com

Exhibit "C"
(Insurance)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Clean Earth Environmental Solutions, Inc. 350 Poplar Church Road Camp Hill, PA 17011	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers Compensation:
 Part One: Statutory

Part Two:
 Bodily Injury by Accident, Each Accident: \$3,000,000
 Bodily Injury by Disease, Policy Limit: \$3,000,000
 Bodily Injury by Disease, Each Employee: \$3,000,000

Whatcom County is included as Additional Insureds under General Liability and Automobile Liability per Endt DA-9U74c 03/16.

Clean Earth Environmental Solutions, Inc.
Harsco Corporation
PSC Environmental Services LLC
Clean Earth Specialty Waste Solutions, Inc.
Luntz Acquisition (Delaware), LLC
21st Century Environmental Management of Nevada, LLC
21st Century Environmental Management, LLC of Rhode Island
Chemical Pollution Control of Florida, LLC
Chemical Pollution Control, LLC of New York
Northland Environmental, LLC
General Environmental Management of Rancho Cordova LLC
Burlington Environmental, LLC
Solvent Recovery, LLC
PSC Recovery Systems, LLC
Republic Environmental Systems (Pennsylvania), LLC
Republic Environmental Systems (Transportation Group), LLC
Republic Environmental Recycling (New Jersey), Inc.
Nortru, LLC
Allworth, LLC
Rho-Chem, LLC
Chemical Reclamation Services, LLC
Philip Reclamation Services, Houston, LLC

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Harsco Corporation			Endorsement Number 3
Policy Symbol ISA	Policy Number H25301948	Policy Period 06/30/2020 TO 06/30/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

Appendix D

HR Documentation



MAUL
FOSTER
ALONGI

HR input for Solid Waste feasibility study of bringing Disposal of Toxics program and its 3 FTE's into direct County management. The service is currently provided via contract, in place through 12/31/24.

Following recommendation by Executive and adoption of County Council, HR can begin work to implement.

Step	Participant	Estimated time
Determine job classification within Whatcom County personnel system: <ul style="list-style-type: none"> ○ Review job duties ○ Determine which bargaining unit the work falls under ○ Review job duties, classification, compensation of this work in our "comparable counties," the other entities we use to inform our classification decisions 	HR	2 weeks, once it is at top of priority list
Draft job descriptions following Whatcom County protocol	HR + Environmental Health staff	1 week
Engage applicable union to inform them of new classifications and offer to bargain impacts	HR	2-4 weeks
Post jobs internally to union members	HR	2 weeks
Post jobs externally to general public (this is when interested Clean Earth staff could apply)	HR	2-4 weeks
Selection process + Job Offer	Environmental Health staff with HR consultation	2-4 weeks

Estimated labor costs

Wages if positions are in PROTEC 17 Union:

Environmental Health Technician I – Range 33
Environmental Health Technician II - Range 37

2025 Hourly Matrix

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
33	\$25.02	\$26.22	\$27.48	\$28.86	\$30.24	\$31.71	\$33.31	\$33.31	\$34.58
37	\$27.30	\$28.57	\$29.96	\$31.46	\$32.98	\$34.60	\$36.30	\$36.30	\$37.67

Wages if positions are in Teamsters Union:

Environmental Technician I: Possible Range 109, 110, 111 or 112

Environmental Technician II: Possible Range 112, 130 or 140

Effective first full pay period in January 2025 +3.0%

12 months of service to move to next step												
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
109.0	\$21.89	\$22.83	\$23.71	\$24.64	\$25.56	\$26.55	\$27.92	\$28.97	\$30.11	\$31.34	\$31.96	\$33.17
110.0	\$22.83	\$23.75	\$24.69	\$25.65	\$26.62	\$27.63	\$29.09	\$30.21	\$31.37	\$32.66	\$33.31	\$34.58
111.0	\$23.73	\$24.72	\$25.70	\$26.70	\$27.77	\$28.81	\$30.31	\$31.46	\$32.69	\$34.01	\$34.69	\$36.00
112.0	\$24.74	\$25.77	\$26.79	\$27.87	\$28.92	\$30.01	\$31.54	\$32.74	\$34.03	\$35.42	\$36.13	\$37.50

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
130.0	\$27.92	\$29.00	\$30.10	\$31.25	\$32.44	\$33.73	\$35.41	\$36.70	\$38.15	\$40.25
140.0	\$29.09	\$30.25	\$31.40	\$32.62	\$33.87	\$35.14	\$36.83	\$38.23	\$39.73	\$41.92

Benefits costs in 2024 (2025 rates not established until December 2024)

Health & Welfare:

PROTEC 17: \$1,602.30 per person per month (equivalent of \$9.244 / hour)

Teamsters: \$1,603.80 per person per month (equivalent of \$9.253 / hour)

Retirement & Taxes:

Regardless of union, Employer pays 17.52% of gross wages for taxes & retirement, plus + \$0.35 per hour worked for workers compensation.

Detail:

Retirement: 9.53% of gross wages

Unemployment: 0.13% of gross wages

FICA + Medicare: 7.65% of wages

PFML: 0.21% of gross wages

Workers Comp: \$0.35 per hour worked

SOLID WASTE ADVISORY COMMITTEE
Discussion Form
April 25, 2024

AGENDA ITEM 8: *RDS operations update*

PRESENTER: *William McCarter - RDS*

BOARD ACTION: Action Item Discussion Information

SIGNIFICANT POINTS OR EXECUTIVE SUMMARY

William McCarter will provide an update on operations at RDS.

COMMITTEE ROLE / ACTION REQUESTED

None

ATTACHMENT(S)

Photos



2021- First load of solid waste being dumped on the new transfer station floor by Nooksack Valley Disposal

2021 – Debris from November flood event

