CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2007-213

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING THE COMPREHENSIVE GARBAGE RECYCLABLES, AND YARD DEBRIS COLLECTION CONTRACT BETWEEN THE CITY OF SAMMAMISH AND RABANCO LTD. D/B/A ALLIED WASTE OF BELLEVUE

WHEREAS, the City entered into a contract with Rabanco LTD d/b/a Allied Waste to provide solid waste collection in the City of Sammamish under its Washington Utilities and Transportation Commission certificate for the period of April 1, 2007 – December 31, 2016; and

WHEREAS, the City and Allied Waste desire to amend this Contract;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The Comprehensive Garbage, Recyclables, and Yard Debris Collection Contract between the City of Sammamish and Rabanco Ltd d/b/a Allied Waste of Bellevue is hereby amended in accordance with the amendments attached hereto and incorporated herein..

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall be in full force and effect 5 days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 15th DAY OF MAY, 2007.

CITY OF SAMMAMISH

Mark Cross

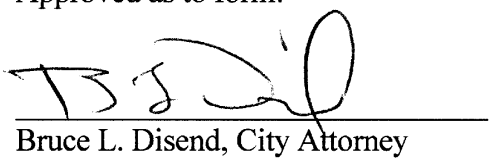
Mayor Mark Cross

ATTEST/AUTHENTICATED:

Melonie Anderson

Melonie Anderson, City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

Filed with the City Clerk:	May 10, 2007
First Reading:	May 15, 2007
Passed by the City Council:	May 15, 2007
Date of Publication:	May 19, 2007
Effective Date:	May 24, 2007

First Amendment to Comprehensive Garbage, Recyclables and Yard Debris Collection Contract between the City of Sammamish and Rabanco Ltd. d/b/a Allied Waste of Bellevue

2.2.2.3 Specific Collection Requirements

Single-family Residence Recyclables collection shall occur weekly on the same day as each household's Garbage and Yard Debris collection. Single-family Residence Recyclables collection shall occur during the hours and days specified in Section 2.1.4. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return containers with their lids closed and attached to their set out location in an orderly manner.

2.2.3.3 Specific Collection Requirements

Yard Debris materials shall be collected weekly from all subscribing Single Family Residences on the same day as Garbage collection, except during the period from December through February when Yard Debris shall be collected every-other-week. The rates for basic service and extras shall be charged in accordance with Attachment B.

New Section: 3.1.3 Contingency for Tariff Charge or Elimination

In the event that the Residential service package provided under the Contractors G-12/Appendix B materially changes in scope or collection frequency, or the tariff is abandoned or combined with another area with a different service package, the existing Contract services as defined in Sections 2.2.2.3 and 2.2.3.3 above shall continue without modification, unless otherwise agreed in writing by the City. From the date of the tariff service change forward, customer rates for the services no longer covered by the G-12/Appendix B tariff shall be modified as follows:

The Contractor's collection service charges, excluding waste disposal fees, for each level of service shall increase or decrease every year by one hundred percent (100%) of the percentage change in the Consumer Price Index for the Seattle-Tacoma-Bremerton Metropolitan Area for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W1967=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending on the anniversary date of the shift from tracking the G-12/Appendix B tariff for the affected services.

Changes in King County disposal fees for the affected services shall be passed through in rates, based on the WUTC container weights used by the Contractor for its G-12 rates.

The Contractor shall provide rate change notification to customers consistent with current WUTC requirements.

Only services that vary from the G-12 tariff shall be subject to the provisions of this section. For example, if commercial and/or drop-box collection services continue without modification under a revised tariff, the G-12 tariff rates shall continue to apply for those customers.

Attachment B – Contractor Rates

Initial Contractor rates shall be the current Rabanco Ltd/Allied Waste of Bellevue G-12 WUTC tariff in effect April 1, 2007 for the Appendix B area. These rates may change from time to time, upon which the WUTC approved tariff changes shall be adopted into this attachment by reference on their effective date.

Interpretations and Corrections to the WUTC Tariff:

1. The Single Family residential recycling rate shown in the tariff shall be increased by $1.72 per month to fund the purchase and distribution of new recycling carts. In the event that service in the "Appendix B" unincorporated area shifts from 3-bin to cart-based recycling service, this $1.72 cart charge will be eliminated and the City of Sammamish rate will track the WUTC tariff rate without modification.