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Sno-King Garbage Franchise

ORDINANCE NO. 1492

ORIGINAL

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON,  
GRANTING A NONEXCLUSIVE FRANCHISE TO THE SNO-KING  
GARBAGE COMPANY FOR THE OPERATION OF A GARBAGE  
AND REFUSE COLLECTION AND REMOVAL BUSINESS IN THE  
CITY OF REDMOND.

WHEREAS, the City Council of the City of Redmond,  
Washington, finds that the following franchise will be in the  
best interest of the public health, safety and general welfare,  
that the conditions thereof have been agreed to by Sno-King  
Garbage Company, and that more than five (5) days have passed  
since this franchise ordinance was introduced at a Council  
meeting, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON,  
HEREBY ORDAINS AS FOLLOWS:

Section 1. Definitions. As used in this ordinance,  
the following terms have the meanings set forth below:

- A. "Garbage" or "Refuse" means and includes all putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities, except recyclable materials and special wastes, which are placed by customers of the Franchisee in appropriate bins, bags, cans or other receptacles for collection and disposal by the Franchisee.
- B. "Recyclable materials" means and includes those materials defined as recyclable by RCW 70.95.030 or identified as recyclable materials pursuant to the City's comprehensive waste plan once adopted, and which are placed by waste generators in appropriate bins, bags, cans or other receptacles for collection and disposal by a recycling business.
- C. "Special wastes" means and includes those items listed on Exhibit I attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Franchise Granted - Term. The City of  
Redmond hereby grants to the Sno-King Garbage Company  
(hereinafter referred to as "franchisee") a nonexclusive  
franchise to operate a garbage and refuse collection and removal

business in the City of Redmond. This franchise shall be for garbage and refuse collection and removal only and does not include the collection and removal of recyclable materials or special waste. The term of this franchise shall be until May 31, 1994, at which time it shall automatically expire.

Section 3. Rates. Rates and service charges required of customers served by the Franchisee shall be filed in writing with the Public Works Director of the City at least 30 days prior to their effective date.

Section 4. Newly Annexed Areas. In the event the City annexes areas within which the Franchisee has an existing franchise for garbage and refuse collection and removal, the Franchisee agrees, by accepting this franchise from the City of Redmond, that the franchise applicable to the annexed area shall be deemed cancelled upon the effective date of the annexation. Franchisee agrees to continue to service the newly annexed area under the terms and conditions set forth herein for the term of this franchise and agrees that it waives any and all claims for compensation from the City for the cancellation of the previous franchise and further agrees that it waives any request for extension of time on this franchise due to such cancellation, provided, however, that Franchisee shall be granted the right to serve the newly annexed area for a term of not less than five years from the date of annexation. Notwithstanding the foregoing provisions of this section, in the event that the Franchisee feels that the application of this Section 4 with respect to any area annexed to the City subsequent to this ordinance, works a significant financial hardship upon Franchisee, then it shall have the right to request a waiver of application of the provisions of this section by the City Council, and to present its arguments in support of such requests to the Council. Upon receipt of such request, the City Council shall hear the arguments for the Franchisee and shall determine, in the sole discretion of the City Council, whether a partial or complete waiver of applications of the provisions of this Section 4 should be granted.

Section 5. Indemnity. The Franchisee, by accepting this franchise, hereby agrees for itself and its successors to release, indemnify, protect, defend and save harmless the City of Redmond from all claims, actions or damages of any kind and description which may occur to or be suffered by any person or persons, corporation or property arising, directly or indirectly, out of the operation of Franchisee's business, whether it is caused or contributed thereto. With respect to the City, Franchisee specifically 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 obligation to indemnify, defend and hold harmless the City extends to any claim, demand or cause of action brought by or on behalf of any employee of Sno-King, against the City, its officers, agents or employees; provided, however, that nothing herein shall be deemed to require the Franchisee to indemnify the City for injury to persons and/or property arising from the sole negligence of the City. In case of suit or action brought against the City for damages arising out of or by reason of any of the above mentioned causes Franchisee agrees to pay all City's cost of defense, including reasonable attorneys' fees and if judgment is rendered against the City in such suit or action, Franchisee will fully satisfy said judgment.

Section 6. Insurance. Franchisee agrees to obtain and continuously maintain public liability and property damage insurance in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence and in a form approved by the City Attorney. The Franchisee shall submit such evidence of insurance within fifteen (15) days after the effective date of this ordinance. The policy of insurance shall contain a provision that it will not be reduced or cancelled without at least thirty (30) days prior written notice to the City. The contract of insurance shall also specifically include contractual liability insurance affording coverage for the Franchisee's obligations contained in Section 5 of this ordinance.

Section 7. Reservation of Rights. Rights granted herein shall be subject to and governed by this ordinance; provided, however, the City expressly reserves unto itself all its police power to adopt general ordinances necessary to protect the safety and health of the citizens of Redmond in relation to the rights herein granted.

Section 8. Successors and Assigns. All of the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Franchisee and all privileges of the Franchisee shall inure to its successors and assigns.

Section 9. Assignment/Sale Prohibited. No sale, lease or assignment of this franchise to another agency by the Franchisee shall be effective before and unless the Redmond City Council approves such sale, lease or assignment.

Section 10. Revocation. In the event of a material violation of any of the provisions of this ordinance, the franchise granted herein may be revoked or suspended by the City Council. Complaints for termination and/or suspension of this franchise shall be filed with the Public Works Director and mailed to the Franchisee. Prior to any decision, the City Council shall conduct a hearing and at the conclusion thereof, may revoke or suspend the franchise rights granted herein.

Section 11. Appeals. The decision of the City Council shall be final with respect to matters set forth in this ordinance. Any appeal of the Council's decision must be served and filed in King County Superior Court within ten (10) days of the date of the City Council's decision. The person appealing such decision shall bear all costs of preparing and certifying the record of proceedings required by the Court.

Section 12. Other Remedies. In addition to suspension and/or revocation, the City may enforce the terms of this franchise by appropriate suit, including a suit for specific performance. In the event either party brings suit to enforce the terms of this franchise, the prevailing party shall be awarded its costs, including reasonable attorneys' fees.

Section 13. Other Franchises. Unless otherwise required by RCW 35A.14:900 or other applicable law, the City of Redmond will not grant other garbage collection and removal franchises except to WUTC certified haulers authorized by the WUTC to serve the City of Redmond in garbage and refuse collection and disposal.

Section 14. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 15. Effective Date. This ordinance shall be in full force and effect five (5) days after passage and publication as provided by law, provided, that the franchise granted herein shall not become effective until accepted by the Franchisee. Franchisee shall signify acceptance of the terms of this franchise by signing the original ordinance and/or by operating a garbage and refuse collection and removal business in Redmond.

APPROVED:

Doreen Marchione  
MAYOR, DOREEN MARCHIONE

ATTEST/AUTHENTICATED:

Doris A Schaible  
CITY CLERK, DORIS SCHAIBLE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY James E. [Signature]

FILED WITH THE CITY CLERK: 5-9-89  
PASSED BY THE CITY COUNCIL: 5-16-89  
PUBLISHED: 5-21-89  
EFFECTIVE DATE: 5-26-89  
ORDINANCE NO. 1492

Accepted by Franchisee this 19<sup>th</sup> day of May, 1989.

SNO-KING GARBAGE COMPANY

[Signature]

EXHIBIT I  
SPECIAL WASTES

1. A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.)
2. A waste transported in a bulk tanker
3. A liquid waste
4. A sludge waste
5. A waste from an industrial process
6. A waste from a pollution control process
7. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in 1 - 6 or 8
8. Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in 1 - 7
9. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings).
10. Articles, equipment and clothing containing or contaminated with poly-chlorinated biphenyls (PCB's). (Examples are: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCB's, etc.)
11. "Empty" containers of waste commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.)
12. Asbestos containing waste from building demolition or cleaning. (This applies to asbestos-bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc.
13. Commercial products or chemicals off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use.)
14. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste.

15. Medical or infectious by-product waste from a medical practitioner, hospital, nursing home, medical testing laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal testing laboratory. (This includes any waste produced at these facilities, except residue from incinerators, septic tank pumpings or wastewater treatment sludges which are all special wastes)
16. Animal wastes and parts from slaughter houses or rendering plants
17. Wastes produced by the mechanical processing of fruit, vegetables or grain (excluding commercial restaurants). This includes such wastes as rinds, hulls, husks, pods, shells, and chaff. Food processing wastes which are aqueous or sludges or which have been contaminated with dyes, additives or preservatives are special waste
18. Pumpings from septic tanks used exclusively by dwelling units. (Single family homes, duplexes, apartment buildings, hotels or motels)
19. Sludge from a publicly owned sewage treatment plant serving primarily domestic users. (i.e., with no substantial industrial or chemical influent)
20. Grease trap wastes from restaurants, or cafeterias not located at industrial facilities
21. Washwater wastes from commercial car washes. (Note: this does not include facilities used for washing the exterior of bulk chemical or waste tank trucks or for washing out the interior of any truck)
22. Washwater wastes from commercial laundries or laundromats.
23. Chemical-containing equipment removed from service. (Example: cathode ray tubes, batteries, fluorescent light tubes, etc.)
24. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process.
25. Closed cartridge filters from dry-cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids)