

# RESOLUTION OF THE CITY COUNCIL

No.276

Approved June 23, 2023

RESOLVED, That the Members of the Providence City Council  
hereby Authorize Approval of the following Contract Award by the Board of  
Contract and Supply, in accordance with Section 21-26 (b)(1) and (5).

Waste Management of Rhode Island  
(Department of Public Works)

\$8,872,775.00 Option 1 Year

IN CITY COUNCIL

JUN 15 2023  
READ AND PASSED

  
RACHEL M. MILLER, PRESIDENT  
  
CLERK

I HEREBY APPROVE.

  
Mayor

Date: 6/23/2023



OFFICE OF THE INTERNAL AUDITOR  
*City of Providence*

May 3, 2023

Ms. Tina Mastroianni  
City Clerk's Office  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Tina:

I am writing to request that the following requested contract awards be submitted to the City Council and the Finance Committee for approval:

▪ **Department of Public Works:**

- Request approval of Option Year 1 with **Waste Management of Rhode Island** in the amount of \$8,872,775 for "Solid Waste and Recyclables Collection" in accordance with the Code of Ordinances, Section 21-26 (b) (1) and (5);
- Ratification of Contractual Agreement with **Rhode Island Resource Recovery Corporation** in the amount of **\$8,200,000** for refuse processing in accordance with the Code of Ordinances. Section 21-26 (1),(2) and (5).

Sincerely,

A handwritten signature in black ink, appearing to read "Gina M. Costa".

Gina M. Costa  
Internal Auditor

Cc: Jonathon Martin, Director of Public Property  
Patricia A. Coyne-Fague, Esq, Director of Public Works  
Alejandro Tirado, Director of Purchasing

Patricia A. Coyne Fague Esq.  
Director



Brett P. Smiley  
Mayor

**DEPARTMENT OF PUBLIC WORKS**  
*"Building Pride in Providence"*

April 26, 2023

The Honorable Brett P. Smiley:  
Chairman, Board of Contract and Supply  
City Hall  
25 Dorrance Street  
Providence, RI 02903

**RE: Ratification of Contractual Agreement with Rhode Island Resource Recovery Corporation (RIRRC)**

**ID NUMBER 40887**

Dear Mayor Smiley,

The Department of Public Works and the Parks Department respectfully submits the contractual agreement with Rhode Island Resource Recovery Corporation (RIRRC), a corporation created by the Rhode Island General Assembly under Chapter 23-19 Health and Safety. RIRRC is the authorized state facility for refuse processing under State Law Section 23-19. The 2-year contract (see attached) was approved at the Board of Contract and Supply meeting of May 24, 2021. The term of this agreement shall commence on the date of municipal execution or July 1, 2023, whichever is later and ends on June 30, 2025, unless sooner terminated or extended as provided herein.

The Solid Waste and Recycling Services agreement will permit the city and/or its hired contractors to deliver municipal solid waste and recycling for processing to RIRRC at 65 Shun Pike, Johnston, RI 02919 at the municipal discount rate instead of the premium commercial rates.

The total amount requested is not to exceed \$8,200,000.00 for the period covering July 1, 2023, to June 30, 2024. Funds will be available in the following accounts:

Department of Public Works: 1-101-506-52020 (\$8,000,000.00)

Parks Department: 1-101-702-53401 \$(200,000.00)

700 Allens Avenue Providence, Rhode Island 02905  
Phone 401-467-7950/Fax 401-941-2567  
[www.providenceri.com/dpw](http://www.providenceri.com/dpw)

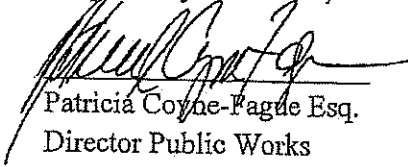
RIRRC and Municipality Contract

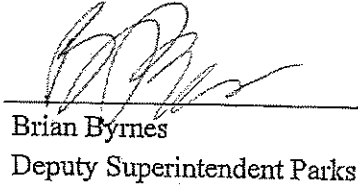
Attached you will find the following documents:  
Solid Waste and Recycling Services Agreement  
Rhode Island State Law Section 23-19-2

Rhode Island State Law Section 23-19-3

MBE/WBE Participation is 0%

Respectfully Submitted,

  
Patricia Coyne-Fague Esq.  
Director Public Works

  
Brian Byrnes  
Deputy Superintendent Parks

\_\_\_\_\_  
Financial Approval

# SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY CORPORATION

And the

CITY OF PROVIDENCE

This solid waste and recycling services agreement (Agreement) is made and entered into by and jointly between The Rhode Island Resource Recovery Corporation, ("The Corporation" or "Corporation" or "RIRRC") a quasi-public corporation organized under the laws of the State of Rhode Island, and the City of Providence, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at 25 Dorrance Street, Providence, RI 02903. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement shall commence on the date of municipal execution or July 1, 2023 whichever is the later and end on June 30, 2025, unless sooner terminated or extended as provided herein.
2. **DISPOSAL OF MUNICIPAL SOLID WASTE.** For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill located at 65 Shun Pike, Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL § 23-19-5(5) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

- a) Provides any of these aforementioned services through a contract or license, or by municipal employees, or
- b) Pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or
- c) Assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party in accordance with RIGL § 23-19-13(g)(3) and 23-18.9-1(b)(3).

**Ineligible Solid Waste.** This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above.

3. **FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation the municipal disposal fee set in accordance with the Rule "Municipal Solid Waste Disposal Fee Pricing Structure and Procedure", § 845-RICR-00-004 (Attachment 1), as adopted by the RIRRC Board of Commissioners on November 30, 2022, for the disposal of all its MSW up to its annual MSW Cap as defined herein below. The municipal disposal fee will be fifty-eight dollars and fifty cents (\$58.50) per ton in Fiscal Year 2024 (the one-year period from July 1, 2023 through June 30, 2024) and sixty-three dollars (\$63.00) per ton in Fiscal Year 2025 (the one-year period from July 1, 2024 through June 30, 2025).

- a) **Municipal Solid Waste Cap (MSW Cap).** MSW Cap means the MSW tonnage established by the Corporation for each municipality to dispose of at the municipal disposal fee. The MSW Cap is calculated each year in accordance with the Rule "Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments," § 845-RICR-00-003 (Attachment 2). The Corporation shall notify municipalities of the MSW Caps for the following fiscal year no later than April 1 of each current year.
- b) **"Over the Cap" MSW Disposal Fee:** During Fiscal Year 2024 and Fiscal Year 2025, Municipality agrees to pay the Corporation one hundred and fifteen dollars (\$115.00) per ton for disposal of all MSW in excess of its annual MSW Cap.

There shall be a minimum charge of one (1) ton for any load of MSW.

4. **BILLING AND PAYMENT.** The Corporation shall bill Municipality monthly for the services rendered and Municipality agrees to pay all sums due within thirty (30) days of invoice date.
5. **EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within twenty (20) days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly with the issuance of each month's invoice.
6. **DELIVERY OF RECYCLABLES FOR PROCESSING.** Municipality agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Mixed Recyclables, as defined herein below, which are collected within its borders under its municipal recycling program.

For purposes of this Agreement, "Mixed Recyclables" includes materials defined as "Mixed Recycling" in the "Materials Acceptance Criteria," attached and incorporated herein by reference (Attachment 3). These Mixed Recyclables are generated by a household during the normal course of the day which are then placed in a recycling container set out for collection or are delivered to a recycling drop off facility or from a commercial recycling program for which Municipality has assumed responsibility for collection, either directly by municipal employees or through a contract or license. Municipality agrees to deliver all Mixed Recyclables collected under its municipal recycling program regardless of whether they are collected in a curbside program or through a drop-off program. The Corporation may allow additional materials to be accepted as Mixed Recyclables from time to time, and would therefore be subject to the terms of this Agreement.

Municipality must request in writing permission from the Executive Director to direct mixed recyclables to an alternate recycler via a variance request, due to the Corporation by June 1 for the following fiscal year. Requests will be considered on a two year basis that coincides with the term of this agreement.

The Corporation agrees to process and market one hundred percent (100%) of said municipally collected Mixed Recyclables that are delivered to the Corporation and meet the criteria outlined in the Corporation's Materials Acceptance Criteria (Attachment 3) for as long as such markets exist and it is economically beneficial to do so, at no cost to Municipality, pursuant to RIGL § 23-19-31. Loads of Mixed Recyclables that don't meet the minimum quality standards may be rejected by the Corporation.

- a) **MRF Load Inspection and Rejection Procedure:** The minimum quality standards have been established for Mixed Recycling and are defined in Attachment 3, Materials Acceptance Criteria. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the Municipality electronically by e-mail of any rejected loads, generally within 24 hours after the close of business on the day of the load rejection. Load rejection email notifications will normally include a report identifying the material quality issue and include photographs of the contamination. Continued failure of Municipality to meet the minimum quality standards may result in a determination that this agreement has been breached. Municipality shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.
  - b) **Rejected Loads.** There will be an Equipment Use/MRF Rejected Load Handling Charge assessed for any load of municipal Mixed Recyclables that is rejected by the MRF, requiring reloading into a RIRRC vehicle for transfer to the landfill. The tonnage associated with the rejected load will be charged to the Municipality at its applicable MSW rate and applied to the Municipality's annual MSW Cap as defined in Section 3 of this Agreement.
7. **MUNICIPAL RECYCLING AND DIVERSION PLANS.** Pursuant to RIGL § 23-19-13(e)(3), the municipality's 2023-2024 Recycling and Diversion Plan serves as an addendum to this Agreement. It includes a residential and municipal waste stream evaluation and a description of the process by which thirty-five percent (35%) of its solid waste will be recycled and fifty percent (50%) of its solid waste will be diverted from landfilling. The Municipality is responsible for implementing the plan and reporting on the results. Reporting will be accomplished through completion of the Corporation's 2023 annual data survey. An updated municipal recycling and diversion plan for the 2025 and 2026 time frame will be provided to the Corporation prior to February 1, 2025.
8. **DISPOSAL FEES FOR OTHER MATERIALS.** Municipality agrees to pay the Corporation, any appropriate fees for materials delivered as set forth in the attached Fee Schedule and incorporated herein by reference (Attachment 4). Municipality agrees to only deliver materials that the Corporation accepts as outlined in Attachment 3 (Materials Acceptance Criteria). Municipality is encouraged to find alternate disposal or recycling options for other materials that can be diverted from the Central Landfill, including appliances (white goods), batteries, bulky rigid plastics, construction & demolition debris (C&D), leaf & yard waste (including brush, Christmas trees and stumps), scrap metal, unrecoverable (non-recyclable) mattresses, tires, and wood pallets, but excluding Mixed Recyclables as defined in Section 6.
- a) **Leaf & Yard Waste.** For the term of this agreement and pursuant to RIGL § 23-19-3(17), the Corporation shall accept segregated leaf and yard waste from Municipality at no cost for tonnage up to its annual leaf and yard waste Cap (L&YW Cap). The L&YW Cap shall mean the leaf and yard waste tonnage established by the Corporation for each municipality, calculated by multiplying the municipal population (as determined by the more current of the decennial U.S. Census or the State of Rhode Island Statewide Planning Population Projections) by 0.025 tons. The L&YW Caps for the following fiscal year shall be disseminated with the MSW Caps, as outlined in Section 3 above, no later than April 1 of each current year.
  - i) Leaf and Yard Waste Borrowing Program. Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. Pursuant to RIGL § 23-19-3(17), municipalities can borrow up to one-half (1/2) of their established L&YW Cap from other municipalities, subject to the provisions outlined in the Municipal Leaf and Yard Waste Debris Cap Sharing Policy and Form (Attachment 5), attached and incorporated herein by reference.

- ii) "Over the Cap" L&YW Disposal Fee. In accordance with RIGL § 23-19-3(17), Municipality agrees to pay the Corporation twenty-five dollars (\$25.00) per ton for the acceptance of all leaf and yard waste in excess of its annual L&YW cap or adjusted L&YW Cap (the Municipality's established annual L&YW Cap plus any tonnage received from the leaf and yard debris borrowing program).
  - b) **Construction and Demolition Debris (C&D).** Acceptable C&D is only that material as defined by RI Department of Environmental Management Solid Waste Regulation, § 250-RICR-140-05-1 and further defined in Attachment 3 (Materials Acceptance Criteria). C&D is landfilled and tonnage will be applied against the Municipality's annual MSW Cap as defined in Section 3 of this Agreement and charged to the Municipality at its applicable MSW rate. It is recommended that municipalities attempt to find alternate outlets for C&D.
9. **UNACCEPTABLE MATERIALS.** No materials delivered pursuant to this Agreement may contain: any waste generated or collected outside the State of Rhode Island; hazardous waste, as defined in RIGL § 23-19.1-4 (4); or any other waste prohibited in statutes, regulations or Materials Acceptance Criteria (Attachment 3) by the U.S. Environmental Protection Agency, the R.I. Department of Environmental Management or The Corporation. This Agreement shall not apply to the disposal of any other type of solid waste as defined under "Ineligible Solid Waste" in Section 2.
10. **TRANSFER OF MATERIALS.** Municipality must apply to the Corporation in writing for permission to utilize a transfer station for the shipment of Mixed Recyclables, MSW, or any other material(s) as defined above in Section 8 and Attachment 3 (Materials Acceptance Criteria) to Corporation facilities for the term of this Agreement. These materials can be transferred only if the Corporation grants permission in writing to do so and all transfers must comply with the Corporation's "Municipal Transfer Policy," Attachment 6, attached and incorporated herein by reference.
11. **AGREEMENT INCENTIVES.** To be eligible to participate in the below incentive programs, Municipality must have fully executed this Agreement with the Corporation and meet the minimum applicable eligibility requirements of each:
- a) **Finished Compost.** Pursuant to RIGL § 23-19-3 (17) and subject to the provisions outlined in the "Compost Distribution Policy," Attachment 7, attached and incorporated herein by reference, the Corporation will periodically make finished compost available free of charge to those municipalities that have also delivered leaf and yard waste to the Corporation during the current fiscal year.
  - b) **MRF Profit Share.** When the Board of Commissioners authorizes, a MRF profit share shall be offered to eligible municipalities. MRF profit share will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF commodities less: all direct operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRC administrative overhead. Municipality must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use "Recycling Profit Share Annual Reporting Form" (Attachment 8) to record and report to the Corporation the use or intended use of the prior year's profit share. The annual reporting form is due to the Corporation by August 1 of each year.

Condition: The Corporation will offset any and all profit share funds from any amounts due to the Corporation from the Municipality with a receivable greater than sixty (60) days on the Corporation's monthly Account Receivable Aged Balance Report.



- c) **Municipal Grants.** When the Board of Commissioners authorizes, a competitive waste reduction and recycling enhancement grant program will provide funding for approved municipal proposals as outlined in the "Municipal Grant Policy," Attachment 9, attached and incorporated herein by reference. Grant awards must be used solely for the purpose for which they were approved. Payment of grant funds to recipients shall be as a reimbursement of approved expenditures only.
- d) **Recycling Bin Discount.** A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins.
- e) **Tip Fee Rebate.** A "Fiscal Year-End Tip Fee Rebate (Rebate)" is defined as a fixed per ton refund for MSW Cap wastes disposed, in accordance with Sections 2, 6, and 8 of this Agreement, at the Corporation's facilities during FY24 and FY25. This Rebate is issued to those municipalities that qualify based on the following recyclable percentages, according to the actual recorded tonnage delivered to the MRF:
  - i) One Dollar (\$1.00) Rebate: Applies to any municipality that delivers Mixed Recyclables between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.
  - ii) Two Dollars (\$2.00) Rebate: For any municipality that delivers Mixed Recyclables between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.
  - iii) Three Dollars (\$3.00) Rebate: For any municipality that delivers Mixed Recyclables greater than thirty-five percent (35%) or more of its solid waste at the MRF.

Any municipality that delivers Mixed Recyclables between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF will not qualify for a Rebate.

The Corporation shall issue a Rebate not later than September 1, 2024 and 2025 to those municipalities that qualified. The tonnage eligible for the Rebate in each fiscal year shall not exceed Municipality's MSW Cap calculated for that year, as defined in Section 3.

- 12. **HOURS OF OPERATION.** The normal hours of operation for receiving materials at the Corporation's facilities including the landfill and MRF are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m. The Corporation's facilities are closed on state holidays according to the Corporation's holiday schedule published annually. On the Saturday following a holiday closure, the Corporation's facilities will remain open until 1:00 p.m. The Corporation may close or modify the hours upon reasonable notice to Municipality. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests.
- 13. **INFORMATION.** If Municipality engages the services of a private company or contractor to collect and/or transport MSW or Mixed Recyclables, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the private party/contractor shall expressly require the private party/contractor to abide by the terms of this Agreement.

#### 14. TERMINATIONS AND REMEDIES.

- a) **TERMINATIONS.** The Corporation has the absolute right in its sole discretion to terminate this Agreement if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. Municipality shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.
- b) **REMEDIES.** Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:
  - i) Commence an action for damages and for injunctive relief;
  - ii) Pursue any other remedies available to it by law provided however that any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

15. **LICENSE RESTRICTIONS AND REQUIREMENTS.** Municipality agrees to be bound by any additional requirements and/or restrictions, which may be imposed by the Environmental Protection Agency, the RI Department of Environmental Management, or any other local agency, as a requirement of its operating license(s) or by a change in the regulations.

16. **GENERAL RELEASE.** Municipality, or its employees, agents, subcontractors or assigns (hereinafter referred to as "Releasors"), in consideration of travelling on the property of the Rhode Island Resource Recovery Corporation do hereby release, and forever quitclaim unto the said Corporation all manner of actions, claims and demands arising out of any assistance that the Corporation may give to the Releasors in pushing, towing, loading or cleaning any vehicles owned, rented, subcontracted or otherwise utilized to transport Releasors materials that may be stopped from progressing for any reason whatsoever.

17. **COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that Releasors, and all MSW, Mixed Recyclables, as defined herein, and other materials delivered to the Corporation's facilities by Releasors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any facility site regulations and policies. Releasors shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Releasors shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Releasors to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its agents are grounds for the ejection of such person from Corporation property, and the removal of the Releasors vehicle, whether or not it has been off-loaded. The Corporation's "On-Site Safety Policy" is attached and incorporated herein by reference (Attachment 10).

- 18. ASSIGNMENTS.** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without the consent of the Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality within fifteen (15) days of the assignment provided, however, that assignee agrees to undertake the obligations herein.
- 19. GOVERNING LAW.** This Agreement shall be deemed to be a contract entered into and made pursuant to the laws of the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said state.
- 20. ENTIRE AGREEMENT.** This Agreement and incorporated attachments represent the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing. Any modifications hereof shall be in writing and shall be signed by appropriate authorized representatives of Municipality and Corporation.
- 21. SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.
- 22. ATTACHMENTS.**
- (1) Municipal Solid Waste Disposal Fee Pricing Structure and Procedure
  - (2) Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments
  - (3) Materials Acceptance Criteria
  - (4) Fee Schedule
  - (5) Municipal Leaf and Yard Debris Cap Sharing Policy & Form
  - (6) Municipal Transfer Policy & Form
  - (7) Compost Distribution Policy
  - (8) Recycling Profit Share Reporting Form
  - (9) Municipal Grant Policy
  - (10) On-Site Safety Policy

During the term of this Agreement, the Corporation will provide 30 days notice to the municipality prior to adopting any revisions to pertinent attachments, excepting the Fee Schedule which shall remain in effect without revision for the term of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Joseph Reposa, Executive Director

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Marc Coppolino, Director of Finance

FOR THE City of Providence:

The execution of this Agreement has been properly authorized by the governing body of the Municipality and is executed by the properly authorized official.

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
(SIGNATURE)  
\_\_\_\_\_  
(NAME) Title: \_\_\_\_\_

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
(SIGNATURE)  
\_\_\_\_\_  
(NAME) Title: \_\_\_\_\_

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
(SIGNATURE)  
\_\_\_\_\_  
(NAME) Title: \_\_\_\_\_

845-RICR-00-00-4

## **TITLE 845 – RESOURCE RECOVERY CORPORATION**

**CHAPTER 00 – N/A**

**SUBCHAPTER 00 – N/A**

**PART 4 - Municipal Solid Waste Disposal Fee Pricing Structure and Procedure**

### **4.1 Purpose**

- A. The purpose of this rule is to establish cost- based and predictable municipal disposal fees to fund the Corporation's requirements to provide safe, environmentally compliant and cost effective disposal services to all RI municipalities, while at the same time ensuring that the solid waste management system remains financially self-sufficient, reserving all cash surpluses for the following reasons only:
1. Defer any future municipal price increases;
  2. Fund required major capital investments i.e. a new MRF or other RIRRC Board authorized reserves
  3. Increase landfill life using surplus to offset revenue losses from lower commercial volumes.

### **4.2 Overview**

The municipal solid waste disposal fee pricing structure is based on projected operating cash expenses, projections for debt service and normalized capital requirements. Each biennial review will produce firm two-year municipal solid waste disposal fees, plus a planning estimate for the remaining three years of the five year look-ahead period.

### **4.3 Authority**

Pursuant to the provisions of R.I. Gen. Laws Chapters 23-19-1 et seq., including 23-19-3, 23-19-10(5), 23-19-10(10), 23-19-13, 23-19-28.1, as amended, and in accordance with the Administrative Procedures Act, R.I. Gen. Laws Chapter 42-35, the Rhode Island Resource Recovery Corporation promulgates this rule for the purpose of establishing a Municipal Solid Waste Disposal Fee Pricing Structure and Procedure.

#### 4.4 Definitions

"Annual tonnage disposal target" means the target sum of solid waste tons received for disposal by RIRRC for both the commercial and the municipal sectors as projected in its Five-Year Financial forecast prepared by October 1st of each year as per R.I. Gen. Laws § 23-19-37.

"Capital" means funds used to acquire or upgrade business assets with a value over \$10,000 and a useful life greater than one year.

"Cash surplus" means when the cash balance of the Corporation exceeds "minimum cash balance requirements".

"Cash deficit" means when the cash balance of the Corporation is below "minimum cash balance requirements".

"Cash from operations" means net income plus depreciation and closure post-closure costs.

"Capping costs" means expenses required to cover the landfill when an active area is filled and can no longer accept solid waste for disposal.

"Debt service cost" means payments of principal and interest on debt.

"Disposal" means depositing, casting, throwing, leaving or abandoning materials that are no longer wanted, needed, or have reached the end of their useful life, which need to be further managed.

"Disposal fee" means the price charged to the customer for the proper disposition of an item or items of solid waste.

"Extraordinary expenses" means cash outlays for non-recurring or non-operation expenses, such as remediation of regulatory issues, legal settlements and funding the landfill closure/post-closure trust, that are not included in operating cash expenses, debt service, or normalized capital and closure expenses.

"Equipment use fee" means the fee assessed to customers when assistance from the Corporation is needed, and the use of Corporation equipment is required. Such equipment may include a loader, bulldozer, roll-off container, or tow line.

"Fiscal year" means the period beginning July 1 and ending the following June 30.

"May" means permissive or discretionary.

"Minimum cash balance requirements" means the cash on hand needed for emergencies, pay ongoing operating expenses, comply with bond covenants and fund authorized reserves as determined by the RIRRC Board of Commissioners.

"MRF" means Materials Recycling Facility, specifically the facility located at 33 Shun Pike, Johnston, Rhode Island.

"Municipal disposal fee" means the fee, defined in R.I. Gen. Laws § 23-19-13(g) (1), charged by the Corporation to municipalities for with which it has a long-term contract for the disposal of solid waste. This rule shall not supersede R.I. Gen. Laws § 23-19-13(g)(3).

"Municipal solid waste", or "MSW", means that solid waste generated by the residents of a municipality in the course of their daily living, the disposal of which the governing body of that municipality has undertaken in the discharge of its duties to protect the health of the municipality. Municipal solid waste does not include solid waste generated by residents of a municipality in the course of their employment or that generated by any manufacturing or commercial enterprise, nor does it include hazardous waste as defined in R.I. Gen. Laws § 23-19.1-4(4).

"Normalized capital and capping" means the arithmetic average of the five years of projected annual capitalized expenditures and capping costs.

"Operating cash expenses" means all operating expenses as included in the audited financial statements except for depreciation and closure/post-closure.

"Recycling cash revenue" means RIRRC revenues projected for the processing and sale of materials segregated from the waste and generated by MRF, Composting, and Tipping Facility operations.

"RIRRC" or "Corporation" means Rhode Island Resource Recovery Corporation.

"Shall" means mandatory.

"Solid waste" means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded materials, including solid, liquid, semisolid, or contained gaseous material generated by residential, institutional, commercial, industrial, and agricultural sources but does not include solids or dissolved materials in domestic sewage.

## 4.5 Procedure

- A. Beginning September 1, 2016 and every other year thereafter, the following procedure shall be used to determine the Municipal Disposal Fee to be charged in the two subsequent fiscal years beginning July 1, noting that a Municipal Disposal Fee increase is warranted only when the Corporation's projected cash balance falls below the minimum cash balance requirement:
1. The Corporation shall prepare a five-year financial projection of its cash flows and balances no later than October 1. This five-year projection shall use as the baseline municipal disposal fee the prevailing municipal disposal fee in effect at the time of the analysis; the baseline fee shall carry through all five years of the projection. The projection shall include full funding of landfill closure/post-closure liabilities.
  2. If a cash deficit shows in either of the first two years of the projection period then the formula described in § 4.5(A)(3) of this Part below will be used to determine the new Municipal Disposal Fee to be effective for those two fiscal years. The disposal fee as derived shall become the new baseline fee, against which further determinations of the need for future increases shall be measured. If a cash surplus is projected in each of the first two years of the projection then the municipal disposal fee will not be adjusted, and the baseline fee in effect at the time of the projection analysis shall be the municipal disposal fee effective for the subsequent two fiscal years.
  3. The projected Municipal Price per ton shall be calculated for each year of the five-year projections using the following formula or as amended by future rulemaking:
    - a.  $\{\text{Operating Cash Expenses} + \text{Debt Service} + \text{Normalized Capital and Capping} + \text{Extraordinary Cash Expenses}\} - \text{Recycling Cash Revenue} = \text{Total Landfill Cash Expenses}$
    - b.  $\text{Total Landfill Cash Expenses} - \text{Commercial Revenue} = \text{Cash Required from Municipal Tip Fees}$
    - c.  $\text{Cash Required from Municipal Tip Fees} / \text{Target Municipal Tonnage} = \text{Projected Municipal Price per Ton}$
  4. The Municipal Disposal Fee shall be equal to the arithmetic average of the projected Municipal Price per Ton of the first two years of the five-year projection period, rounded to the nearest whole dollar amount. Projection years three through five shall use the set fee for planning and directional



purposes only. The adjustments to the Municipal Disposal Fee will be approved and authorized by the Corporation's Board of Commissioners pursuant to R.I. Gen. Laws § 23-19-10(10) as amended, and communicated to municipalities no later than December 31, for implementation the following July 1.

5. All other fees shall be evaluated annually (see § 4.6 of this Part).
6. Pursuant to R.I. Gen. Laws § 23-19-31 as amended, recyclable materials as determined by the Department of Environmental Management shall be accepted for processing by the Corporation without a disposal fee, with the exception of those materials deemed prohibitive or contaminated, as described in § 4.6(B) of this Part.

#### **4.6 Additional Fees**

- A. Materials Recycling Facility (MRF) and Compost Facility rejected loads
  1. Loads of collected recyclable materials or leaf and yard debris which, after a determination made by the RIRRC Operations Supervisors, are seen to contain prohibited materials or excessive contamination shall be rejected and reclassified as MSW and the municipal solid waste disposal fee applied. In addition to the landfill fee, a rejected load fee shall also be applied for every instance of rejection. The rejected load fee shall be the same amount as charged to landfill customers for the "Equipment Use Fee".
- B. Disposed materials, not coded to landfilling
  1. Municipalities shall be charged disposal fees for non-landfilled materials indicated on the annual "Rate Code and Prices" sheet, as approved by the Corporation's Board of Commissioners.
- C. Items disposed by Third Party Operator (TPO)/Vendor
  1. From time to time there may be materials that for various reasons are either unable to be, are unsuitable to be, or prohibited from being landfilled. When there is a third party operator or vendor cost to removing the materials from the landfill site, that cost may be passed on to the customer.
- D. Leaf and Yard Debris

1. Leaf and Yard Debris shall be accepted at the facility, pursuant to R.I. Gen. Laws § 23-19-3(17), and associated fees outlined in the statute applied.

#### **4.7 BILLING**

- A. The Corporation shall bill the municipality monthly for the disposal of MSW at the central landfill and the municipality agrees to pay all sums due within thirty (30) days of invoice date.
- B. The Corporation shall allow an early payment discount. Upon receipt of full payment of an invoice within 20 days of the invoice date which brings the municipality's outstanding balance to zero, the municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. The municipality's eligibility expires monthly and is renewed monthly with the issuance of each month's invoice, as stated in § 4.7(A) of this Part.

**845-RICR-00-00-4**

**TITLE 845 - RESOURCE RECOVERY CORPORATION**

**CHAPTER 00 - N/A**

**SUBCHAPTER 00 - N/A**

**PART 4 - Municipal Solid Waste Disposal Fee Pricing Structure and Procedure  
(845-RICR-00-00-4)**

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845-RICR-00-00-3

## **TITLE 845 – RESOURCE RECOVERY CORPORATION**

**CHAPTER 00 – N/A**

**SUBCHAPTER 00 – N/A**

**PART 3 – Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments**

### **3.1 Purpose**

In accordance with R.I. Gen. Laws § 23-19-13(g)(3) the Rhode Island Resource Recovery Corporation ("the Corporation") has developed the below procedure to calculate "the maximum amount of municipal solid waste that each municipality will be entitled to deliver to the corporation at the municipal tipping fee", known as the municipal solid waste cap (hereafter "Cap").

### **3.2 Overview**

- A. The Cap calculation procedure is based on the following criteria:
1. the total of the statewide Cap and diversion adjustments shall not exceed historical waste generation;
  2. Caps shall be based on waste diversion targets, not on actual performance; and
  3. the distribution should account for both year round and seasonal populations.

### **3.3 Procedure**

- A. On or before April 1<sup>st</sup> prior to the Corporation's fiscal year beginning July 1<sup>st</sup> the Corporation will update the municipal solid waste disposal caps using the steps below, and notify each municipality of its Cap allocation for the upcoming fiscal year.
1. Calculate total statewide municipal sector waste generation by totaling all solid waste, and recyclables (i.e., refuse, MRF recyclables, yard debris, scrap metal/white goods, tires, etc.) as reported annually by municipalities to RIRRC.

2. Calculate the total statewide Cap by reducing the statewide municipal sector waste generation by the waste diversion assumption of 35%, i.e. {statewide Cap X (1-0.35)}
3. Obtain the most recent year population estimate for each municipality from the more current of the decennial U.S. Census or the Rhode Island Department of Administration Statewide Planning Program's official Population Projection.
4. Calculate the year-round equivalent seasonally adjusted population:
  - a. Obtain the most recent seasonal housing estimates from the decennial census;
  - b. For each municipality assume three occupants per seasonal household, unless a modification to this assumption is approved by the Corporation's Executive Director. A municipality seeking to increase the occupants per seasonal household assumption shall submit a formal request prior to March 1<sup>st</sup> to the Corporation's Executive Director for consideration. Such a request should be supported by documented evidence, such as renter/realtor surveys that show a greater number of occupants per seasonal household assumption applies to the municipality. Approval of any request for an increase to the seasonal housing shall be at the discretion of the Corporation's Executive Director and shall be granted for the duration of the fully executed Municipal Solid Waste Agreement signed by both the Corporation and the municipality;
  - c. For each municipality calculate the seasonally adjusted population using the following formula:

$$\{\text{Population Estimate}\} + \{\text{Seasonal households X occupants per seasonal household X } 3.5 \text{ months} / 12 \text{ months per year}\}$$
5. Calculate each municipality's Cap by multiplying its percentage of the total statewide seasonally adjusted population by the total statewide Cap.

**845-RICR-00-00-3**

**TITLE 845 - RESOURCE RECOVERY CORPORATION**

**CHAPTER 00 - N/A**

**SUBCHAPTER 00 - N/A**

**PART 3 - Rhode Island Resource Recovery Annual Municipal Solid Waste Cap  
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# Materials Acceptance Criteria

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In order to ensure efficient operations and the proper receipt of materials at Rhode Island Resource Recovery Corporation's (Resource Recovery) facilities, the following applies to all accepted materials, unless otherwise noted under that material's specific acceptance criteria.

1. **Fees:** Refer to the current Fee Schedule at [www.rirrc.org/about/accepted-materials-pricing](http://www.rirrc.org/about/accepted-materials-pricing) for pricing.
2. **Customer Load Types:** The following customers can deliver accepted materials without an appointment during normal operating hours ([www.rirrc.org/about/location-hours](http://www.rirrc.org/about/location-hours)), unless otherwise noted:
  - a. **Individual Resident Loads:** Typically arriving in a car or pickup truck with small quantities of materials
  - b. **Small Contractor Loads:** Small contractors typically arriving in a pickup truck, small dump truck, box truck, etc., with small quantities of materials
  - c. **Municipal and Commercial Customer Loads:** Municipal and commercial customers typically arriving in large collection vehicles (e.g. rear load, front load, side load, etc.) or delivering a roll off
3. **Load Delivery:** All customers delivering loads must stop at the Scalehouse. The Weighmaster will direct the customer to the applicable area in our facility such as the Small Vehicle Area, Tip Facility, Central Landfill, Materials Recycling Facility (MRF), Compost Operation, or other areas.
4. **Material Segregation:** Materials must arrive segregated, or upon arrival be segregated by the customer, according to the acceptance criteria for each individual material type listed in this document. Materials of different types delivered in mixed waste loads and not segregated by the customer upon arrival may be subject to rejection or accepted and charged in accordance with the current Fee Schedule (e.g. if your load contains recyclables and solid waste, the entire load will be charged at the higher rate).
5. **Acceptable Items & Preparation:** Loads must only contain acceptable items and be prepared as defined under each specific material.
6. **Contaminants:** Loads containing more than 10% (unless otherwise specified under a specific material) by weight or volume of contaminants as defined under a specific material's acceptance criteria will be subject to a disposal fee and any equipment and/or rejection charges.
7. **Prohibited Items:** Loads containing any percentage of **prohibited** items as listed under a specific material's acceptance criteria are subject to any of the following: immediate rejection, a disposal fee, equipment and/or rejection charges. Out-of-state waste, regulated hazardous waste, and regulated medical waste are banned from any type of acceptance at Resource Recovery. Televisions, computers (including monitors, computer towers, laptops and tablets), and mercury-added products are banned from landfill disposal.
8. **Difficult to Manage Loads:** A Load Handling Surcharge will apply to loads of materials such as dust, string, yarn, stumps, poles/beams greater than 4' in length, foam for landfilling, etc., that require extra or special handling for proper landfill disposal such as excavating a hole for placement or watering to contain dust, etc. This does not apply to materials accepted for a separate fee such as fish waste, sludge, etc. Call the Scalehouse at 401-228-3102 to help determine if your load may be difficult to manage.
9. **Local pick-up/drop-off or disposal options outside of Resource Recovery:** Visit <http://atoz.rirrc.org>.

Last updated: 3/6/2023; visit [www.rirrc.org](http://www.rirrc.org) for latest version.

Attachment 3

This document contains Resource Recovery's Acceptance Criteria for the following materials:

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Alternate Cover Soils

All customers must contact Resource Recovery directly by calling 401-228-3282 for detailed testing criteria and to obtain a Resource Recovery soil approval letter. Delivery of loads then must be scheduled by completing the Special Delivery Request form on our website ([www.rirrc.org/recycling-composting-disposal/special-materials](http://www.rirrc.org/recycling-composting-disposal/special-materials)) or calling the Scalehouse at 401-228-3102. A copy of the Resource Recovery soil approval letter is also required to be presented to the Scalehouse with every load delivery.

Antifreeze

**Permitted Customers:** Individual Residents

**Acceptable Amounts & Items:** Less than 10 gallons of new and used antifreeze from cars, motorcycles, boats, trucks, lawnmowers, etc.

**Prohibited Customers:** Small contractors, municipal and commercial customers

Appliances (“White Goods”)

**Permitted Customers:** All customers

**Acceptable Items:** Large appliances. Examples of items that fit the criteria, and are accepted, include:

- |  |   |
|--|---|
| Without CFC coolant (“Freon”):   | With CFC coolant (“Freon”):   |
| <ul style="list-style-type: none"><li>• clothes dryers</li><li>• dishwashers</li><li>• stoves</li><li>• washing machines</li></ul> | <ul style="list-style-type: none"><li>• air conditioners</li><li>• dehumidifiers</li><li>• freezers</li><li>• refrigerators</li><li>• water coolers</li></ul> |

Batteries

**Permitted Customers:** All customers

**Acceptable Items:** Extra-large batteries from cars, motorcycles, boats, trucks, lawn mowers, etc.

**Prohibited Items:** Single-use alkaline batteries, small rechargeable batteries

Boats/Vessels and Campers

**Permitted Customers & Delivery Requirements:** All customers must contact the Scalehouse at 401-228-3102 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available.

**Acceptable Items & Preparation:** Boats/vessels and campers free of all hazardous fluids and materials including gas, diesel, hydraulic oil, motor oils, batteries, and/or propane. All tanks should be removed or aerated to remove any fumes that would cause a fire or explosion upon processing. The customer will be required to sign a release form indicating that the boat/camper/vessel is free of hazardous fluids or unaerated tanks. Paddle boats, kayaks, and canoes are charged as solid waste.

**Prohibited Items:** Boats/campers/vessels that contain any hazardous materials or unaerated tanks; out-of-state boats/campers/vessels; drivable motor homes; significantly oversized items (call the Scalehouse at 401-228-3102 if you think your item might be significantly oversized).

**Books and Media**

**Permitted Customers:** Individual Residents

**Acceptable Items:** (1) Books that are dry and free of mold and/or mildew and (2) CDs and DVDs that are commercially recorded (i.e. store-bought CDs and DVDs, not those that were home-recorded).

**Prohibited Customers:** Small contractors, municipal and commercial customers

**Bulky Rigid Plastics**

**Permitted Customers & Delivery Requirements:**

- 1. **Individual Residents and Small Contractors**
- 2. **Municipal and Commercial Customers** must contact the MRF at 401-228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

**Acceptable Items:** Rigid plastic items must (1) be 100% rigid plastic with non-plastic parts removed, (2) be empty and free of all materials and liquids, (3) have never held hazardous materials or waste, (4) be no larger than a 95-gallon recycling/trash cart in size, but no smaller than a hard hat (approximately one cubic foot) and (5) not be drums or tanks of any size (if you are unsure if a container classifies as a drum or tank, call the Scalehouse at 401-228-3102 or see *Drums and Tanks*). Bulky rigid plastics must arrive loose (i.e. not be in contained in bags/boxes, or stacked/bundled). Examples of items that fit the criteria, and are accepted, include:

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• Buckets/pails (metal handles okay)</li><li>• Hard hats (interior lining removed)</li><li>• Laundry baskets</li><li>• Lawn furniture</li><li>• Milk/soda/beverage crates</li><li>• Plastic election campaign signs (wire mounting stands removed)</li></ul> | <ul style="list-style-type: none"><li>• Plastic shelving</li><li>• Storage containers/bins/trays/lids</li><li>• Trash barrels/recycling bins/compost bins</li><li>• Trash/recycling carts (axles, wheels and metal handles removed), no more than 20% by volume in any load</li></ul> |
|--|---|

**Contaminants:** These items either (1) do not fit the general acceptance criteria or (2) fit it, but are not accepted by our buyer or cause problems in our baler. No more than 10% of these are allowed in any load:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• <u>Items larger than 96-gallon cart:</u> e.g. kiddie pools, sand boxes, playhouses, swing sets, plastic toys larger than a 96-gallon cart</li><li>• <u>Items smaller than a hard hat:</u> e.g. action figures, toothbrushes, bottles, jugs, jars, cups</li><li>• <u>Items without non-plastic parts removed:</u> e.g. kids wheeled toys, ride-on vehicle toys</li><li>• <u>Items containing non-plastic parts that cannot be removed:</u> e.g. swimming pool filter housings; appliances with cords or electric motors, like vacuums</li></ul> | <ul style="list-style-type: none"><li>• Brittle plastics that may shatter or splinter upon compaction (e.g. acrylic)</li><li>• Automotive bumper covers and parts</li><li>• Black flower pots</li><li>• Coolers</li><li>• Drainage pipes and gutters</li><li>• Electronics casing from computers, keyboards, etc.</li><li>• Expanded Polystyrene ("Styrofoam")</li><li>• Fencing</li><li>• Hubcaps</li></ul> |
|--|--|

### Attachment 3

- Landscape edging
- Pallets
- Pipes
- Power tool cases
- Siding
- Truck bed liners

**Prohibited Items:** These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, or workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Aren't plastic: e.g. fiberglass, metal, wood, glass, concrete, brick, and any other non-plastic materials, including rigid plastic containers holding trash, liquids or other material
- Aren't rigid: e.g. garden hoses, plastic hoses or tubing, window blinds
- Are drums or tanks of any size: Prohibited by plastics buyers due to Resource Conservation and Recovery Act (RCRA) regulations; see Drums and Tanks
- Contained hazardous materials/waste: e.g. automotive fluids (e.g. gasoline, motor oil), petroleum products, paint, paint chemicals (e.g. stripper, thinner, varnish), pesticides/herbicides/insecticides, or any other chemicals

**Prohibited Loads:** Loads containing more than 20% by volume of trash/recycling carts, including dedicated loads of trash/recycling carts

### Cardboard (Dedicated Loads)

**Permitted Customers & Delivery Requirements:**

1. **Individual Residents and Small Contractors**
2. **Municipal and Commercial Customers** must contact the MRF at 401-228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

**Acceptable Items & Preparation:** Cardboard of any size that is empty and flattened; tape and labels are OK. Cardboard pieces larger than 3' x 5' are not accepted in loads of mixed recycling.

### Catch Basin Waste

**Permitted Customers:** Municipal and commercial customers

**Acceptable Items:** Solid material such as leaves, gravel, sand, sediments, soils, twigs and other organic material that is removed from storm water collection systems during catch basin, manhole or inlet cleaning operations

**Prohibited Items:** Loads containing any percentage of free liquids will be subject to immediate rejection

**Prohibited Customers:** Individual residents and small contractors

### Christmas Greenery

**Permitted Customers:** All customers

**Acceptable Items & Preparation:** Real Christmas trees, wreath branches, and garland pieces that are loose (i.e. not contained in bags or netting or tied together with wire) and free of all trimmings (e.g. ornaments, tinsel, lights, wire, ties, wire frames, etc.)

Last updated: 3/6/2023; visit [www.rirrc.org](http://www.rirrc.org) for latest version.

## Concrete/Asphalt/Brick/Rock

**Permitted Customers & Delivery Requirements:** All customers. Concrete/asphalt/rock delivered in mixed waste loads will be charged as solid waste and may be subject to the Load Handling Surcharge for hard to manage loads.

**Acceptable Items:** Concrete, asphalt, brick, and rock, free of debris and litter

## Construction & Demolition Debris (C&D)

**Permitted Customers:** All customers. C&D is landfilled and charged as solid waste, but is tracked separately.

**Acceptable Items\*:** Non-hazardous solid waste resulting from the construction, remodeling, repair, and demolition of utilities and structures and uncontaminated solid waste resulting from land clearing that is not pre-processed in a way that renders individual waste components unrecognizable, such as pulverizing or shredding. Examples of items that fit the criteria, and are accepted, include:

- Wood including painted, treated and coated wood and wood products
- Land clearing debris
- Sheetrock/wallboard/drywall, plaster, and wall coverings
- Plumbing fixtures
- Non-asbestos insulation
- Roofing shingles and other roofing coverings
- Glass
- Plastics that are not sealed in a manner that conceals other wastes
- Buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom
- Electrical wiring and components containing no hazardous liquids, and pipe and metals that are incidental to any of the above

**\*Contaminants:** Loads containing more than 10% of the following items will be tracked as solid waste (not as C&D), even if resulting from the construction, remodeling, repair, and demolition of utilities, structures, and roads and land clearing: garbage, corrugated container board, carpeting, furniture, appliance, tires, and containers greater than ten gallons in size

**Prohibited Items:** Loads containing any percentage of these items will be subject to immediate rejection:

- Items regulated as hazardous waste including, but not limited to: electrical fixtures containing hazardous liquids such as fluorescent light ballasts or transformer fluorescent lights, asbestos waste
- 55-gallon drums (see Drums and Tanks)
- Any containers having more than one inch of residue remaining on the bottom
- Fuel tanks

## Cooking Oil

**Permitted Customers:** Individual Residents

**Acceptable Amounts & Items:** Less than 5 gallons of 100% plant-based cooking oils such as vegetable oil, olive oil, peanut oil and corn oil with no more than trace amounts of food particles.

**Prohibited Customers:** Small contractors, municipal and commercial customers

## Drums and Tanks

**Permitted Customers & Delivery Requirements:** All customers must contact the Scalehouse at 401-228-3102 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available.

**Acceptable Items:** Drums and tanks with 1" or less of residue; Customer will be required to sign a release form indicating that the drums/tanks are "RCRA EMPTY." (RCRA = Resource Conservation and Recovery Act)

**Preparation:** All drums/tanks must be "RCRA EMPTY." According to the U.S. Environmental Protection Agency, EPA 40 CFR 261.7(b):

1. A container or inner liner removed from a container that held a non-acute hazardous waste is considered empty when:
  - a. All wastes have been removed that can be removed using commonly employed practices from that type of container, e.g. pouring, pumping, aspirating; AND
  - b. No more than 2.5 centimeters (1 inch) of residue remains on the bottom of the container or liner; OR
  - c. No more than 3 percent by weight of the total capacity of the container remains if the container is less than or equal to 110 gallons in size; OR
  - d. No more than 0.3 percent by weight of the total capacity of the container remains if the container is greater than 110 gallons in size
2. A container that has held a hazardous waste that is a compressed gas is empty when the pressure in the container approaches atmospheric pressure
3. A container or inner liner removed from a container that held an acute hazardous waste as listed in 40 CFR 261.31, .32, .33 is empty when:
  - a. The container or inner liner has been triple rinsed using a solvent capable of removing the commercial chemical product or manufacturing chemical intermediate
  - b. The container or inner liner has been cleaned by another method that has been shown in the scientific literature, or by tests conducted by the generator, to achieve equivalent removal; OR
  - c. In the case of a container, the inner liner that prevented contact of the commercial chemical product or manufacturing chemical intermediate with the container has been removed

Additionally, Resource Recovery requires that:

1. The tops of the containers are removed or a hole is cut into the container or drum large enough to allow a representative of Resource Recovery to safely inspect the inside to ensure "RCRA EMPTY."
2. All hazardous waste placards be removed or defaced (e.g. spray painted over)

**Prohibited Items:** Resource Recovery will reject any load that contains any drums or containers not "RCRA EMPTY."

## Electronic Waste (e-waste)

**Permitted Customers & Delivery Requirements:** Acceptable e-waste as defined below is banned from landfill disposal and will not be accepted in mixed waste loads. However, e-waste delivered in mixed loads and not segregated by the customer will be charged the per unit electronic waste fee in addition to the solid waste fee.

1. **Individual Residents**
2. **Small Contractors and Commercial Customers:** No more than fifteen (15) acceptable units per commercial customer, per day.
3. **School Loads:** Public and private K-12 schools wishing to deliver dedicated loads of more than fifteen (15) total acceptable units must receive prior approval by calling 401-228-3238 twenty four (24) hours in

### Attachment 3

advance. Loads arriving without prior approval will be subject to rejection and/or a disposal fee. Approval of loads is based on Resource Recovery's current capacity. Schools with more than fifteen (15) units are encouraged to seek alternate options.

4. **Municipal Customers:** Municipalities must only deliver acceptable residential e-waste that has been **abandoned** at their municipal transfer stations/public works yards, and must call ahead to arrange to pick-up two (2) empty "wrangler" (4'x4'x4') boxes and pallets. The municipality may fill the wranglers with ONLY acceptable e-waste, as defined below, and must contact Resource Recovery to schedule a date for drop-off by calling 401-228-3238. Drop-offs are limited to one wrangler/month. This is for abandoned items only. It is not meant to replace permanent municipal drop-off programs.

**Acceptable Items & Preparation:** Televisions (TVs) and computers including monitors, computer towers, laptops and tablets, free from any peripheral devices (e.g. no keyboards, printers, VCRs, etc.). Do not pack acceptable e-waste in cardboard boxes and foam. Unplug and discard all cables and peripherals if still attached.

**Prohibited Customers:** Commercial customers with more than 15 units

## Fish Waste

**Permitted Customers & Delivery Requirements:** All customers. Loads of fish waste must be delivered in sealed containers and are accepted Monday-Saturday, 6 AM-10 AM. Customers should take precautions to avoid any spillage of fish waste. Customers that deliver containers that are visibly leaking will be barred from future disposal.

**Acceptable Items:** Untreated, unlined, raw fish and shellfish waste from seafood processing facilities

## Foam

**Permitted Customers:** Individual Residents

**Acceptable Items & Preparation:** Clean and dry expanded polystyrene foam ("Styrofoam"), secured inside of clear or translucent plastic bags. Examples of items that fit the criteria, and are accepted, include:

- Food service foam such as coffee cups, meat trays and take-out containers.
- Rigid foam that protected items that were once packaged in cardboard boxes. Any oversized rigid packaging foam pieces that would fit one-to-two pieces per bag can remain loose.

**Prohibited Items:** These items either (1) do not fit the acceptance criteria or (2) fit it, but are prohibited by our buyer:

- Loose foam not secured inside of clear or translucent plastic bags (except for oversized pieces)
- Spongy foam (i.e. foam that you can squeeze like "#1" Fan fingers or pool noodles)
- Foam packaging peanuts
- Foam insulation board

**Prohibited Customers:** Small contractors, municipal and commercial customers

## Leaf & Yard (L&Y) Debris

**Permitted Customers & Delivery Requirements:** All customers. L&Y debris delivered in mixed loads with stumps will be charged as stumps.

**Acceptable Items & Preparation:** Brush and branches less than 3" inches in diameter, leaves, twigs, and grass clippings are accepted as L&Y debris; must be delivered loose or in paper leaf and lawn bags.

**Prohibited Items:** These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, or workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection and applicable fees:

- Stumps such as brush, branches, limbs, trunks and stumps from trees and bushes greater than 3" inches in diameter will be charged as stumps
- Plastic bags: L&Y debris arriving inside plastic bags that are not emptied out at the L&Y debris intake pile will be charged as solid waste
- Litter/trash (e.g. coffee cups, plastic bottles, paper, plastic) will be charged as solid waste
- Invasive species (e.g. Japanese Knotweed, Garlic Mustard) will be charged as solid waste. For a comprehensive list of invasive species and disposal instructions, visit the Rhode Island Department of Environmental Management's website: <https://dem.ri.gov/ri-stormwater-solutions/in-the-weeds/tips.php>

## Mattresses/Box Springs

**Permitted Customers & Delivery Requirements:** Acceptable mattresses/box springs can arrive together, but acceptable mattresses/box springs delivered in mixed waste loads with other materials will be charged as unrecoverable mattresses/box springs.

1. **Municipal and Commercial Customers:** Not accepted for recycling. Municipal and commercial customers must bring all dedicated loads of mattresses/box springs for recycling directly to a Mattress Recycling Council (MRC) Recycling Facility (<http://byebyemattress.com/rhode-island>), and **not to Resource Recovery**.
  - o Dedicated loads delivered to Resource Recovery will be landfilled and charged as mattress/box springs - dedicated load. Resource Recovery will only accept a total of two (2) dedicated loads of mattresses daily and they must be received no later than 1 PM Monday-Friday. Customers are encouraged to call the Scalehouse at 401-228-3102 prior to shipment of any dedicated load for disposal.
2. **Small Contractors** are encouraged to bring all dedicated loads of mattresses/box springs for recycling directly to an MRC Recycling Facility (<http://byebyemattress.com/rhode-island>), and **not to Resource Recovery**. However, Resource Recovery will accept small commercial loads of mattresses/box springs up to three (3) individual units provided the items are placed in the designated location, as directed. More than three (3) individual units will be charged as mattress/box springs - dedicated load.
3. **Individual Residents** must deliver mattresses/box springs for recycling to the Tip Facility. Customers are responsible for placing mattresses and box springs in the designated location, as directed, or they will be charged as unrecoverable mattress/box springs.

**Acceptable Mattresses:** Any sleep surface (including used or renovated), that is (1) whole and intact, (2) dry, (3) not broken, twisted, damaged (must lie flat in container), (4) not contaminated with bed bugs, and (5) not severely contaminated with bodily fluids or odors, that is also (6) covered with ticking or fabric and contains resilient material, such as steel innersprings, foam, fiber, or other filling or upholstery materials, used alone or in combination, regardless of size or shape.

**Acceptable Box Springs:** Any structure (including used or renovated) used to support a mattress or sleep surface that is (1) whole and intact, (2) dry, (3) not broken, twisted, damaged (must lie flat in container), (4) not contaminated with bed bugs, and (5) not severely contaminated with bodily fluids or odors, that is also (6) covered with ticking or fabric and comprised of a frame, foam, springs or other structure, or other materials, used alone or in combination, and includes both adjustable bases or foundations and stationary foundations.

**Prohibited Items:** These units either (1) clearly do not fit the acceptance criteria or (2) fit it, but are not accepted in the MRC program. The following will be charged as unrecoverable mattresses/box springs, or as solid waste:

Unrecoverable Mattresses/Box Springs are units that are:

- Disassembled, or from which materials, such as metal, have been removed
- Saturated or frozen
- Not covered in ticking or fabric
- Broken, twisted, or damaged that do not lie flat
- Contaminated with bed bugs (must be wrapped in plastic and marked with "BB" on both sides prior to landfill disposal)
- Severely contaminated with bodily fluids, strong odors, mold or mildew

Solid Waste:

- Air mattresses that contain no upholstery material (such as camping beds)
- Car beds
- Crib and bassinet mattresses
- Juvenile products (e.g. carriages, baskets, dressing tables, strollers, playpens, infant carriers, lounge pad, crib bumpers)
- Mattress pads
- Mattress toppers
- Pillows
- Sleeping bags
- Sofa beds
- Futons
- Collapsible roll-away beds
- Waterbeds that contain no upholstery material

## Mixed Recycling

**Permitted Customers & Delivery Requirements:** All customers. All acceptable mixed recycling materials can arrive mixed together.

1. **Individual Residents and Small Contractors** must deliver to the Small Vehicle Area.
2. **Municipal and Commercial Customers** must deliver loads to the MRF.

**Preparation:** Resource Recovery expects customers to treat unprocessed comingled recyclables as a commodity during collection and delivery to the MRF to allow for proper sortation when processed through the MRF. Materials received in a condition inconsistent with the **moisture** and **compaction** standards below, or otherwise found objectionable by Resource Recovery staff, may be rejected as these issues contribute to cross-contamination, loss of quality recyclables, processing inefficiencies and higher residue rates. Rejected loads will be recoded as solid waste and the customer will be subject to the appropriate fee and other surcharges including equipment usage fees.



**Excessive Moisture:** Customers shall ensure that recyclables are delivered to the MRF free of excess moisture. Loads that are determined to be too wet or contain an excessive amount of snow, ice or frozen material to process shall be subject to rejection. Such determination shall be made by Resource Recovery and shall be binding.

**Excessive Compaction:** While balancing the utilization of the hauling vehicle’s maximum load capacity, the customer shall prevent the excessive compaction of material to be delivered to the MRF. Loads that have been subject to excessive compaction cannot be sorted properly causing excess residue and/or contamination. Resource Recovery recommends a 2.5:1 maximum compaction ratio to reduce MRF residue and preserve commodity values. Using data from the 2016 EPA Volume to Weight conversion table, single family comingled recyclables average 126 pounds per cubic yard (e.g. a vehicle with 30 yards capacity should not exceed 5 tons of residential single stream material). Loads that are found to be excessively compacted and unsuitable for processing may be subject to rejection. Such determination shall be made by Resource Recovery and shall be binding.

**No Bagging/Bundling:** All materials must arrive loose (i.e. not be in plastic bags, leaf and lawn bags, cardboard boxes or bundled together). Materials received in bags will be treated as solid waste and disposed of as residue regardless of the recyclability of the items within the bags.

**Acceptable:** Materials must be (1) comingled plastic, glass, metal, and paper/cardboard items that follow the acceptance criteria outlined below, by material type, (2) dedicated loads of acceptable material types, (dedicated loads of glass may be accepted with advance notice and permission from RIRRC), (3) no more than 50% glass by weight in any mixed load, (4) free from excessive moisture, (5) loose, and (6) free from excessive compaction.

**Contaminants:** These items either (1) do not fit the general acceptance criteria or (2) fit it, but are not accepted by our buyer(s). No more than 10% of these are allowed in any load:

	Acceptable	Contaminants
Plastic	<p>Plastic items must be empty containers that never held flammable liquid, 5 gallons in size or smaller. Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"><li>• Jars (e.g. peanut butter, mayo)</li><li>• Jugs (e.g. milk, juice, detergent)</li><li>• Tubs (e.g. ice cream, margarine)</li><li>• Bottles (e.g. soda, shampoo)</li><li>• Cups (e.g. iced coffee)</li><li>• Clamshells (i.e. clear plastic take-out containers)</li><li>• Cartons (i.e. plastic egg cartons)</li><li>• Blister packaging (i.e. containers molded into the shape of the consumer product it holds)</li></ul>	<ul style="list-style-type: none"><li>• Any plastic item that is not a container (e.g. hangers, toys, VHS tapes, shelving)</li><li>• Any plastic container that held hazardous liquid (<i>see prohibited items below.</i>)</li><li>• Any plastic container larger than 5 gallons in size (e.g. large plastic storage totes)</li><li>• Any plastic container ≤ 2” in diameter and height</li><li>• Containers that aren’t empty</li><li>• Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. foil-plastic juice pouches, snack bags, candy wrappers, yogurt tops)</li><li>• Styrofoam containers (e.g. cups, take-out containers, coolers, etc.)</li><li>• Compostable containers (labeled “compostable,” “biodegradable” or “PLA”)</li><li>• Containers that crinkle or tear easily (e.g. plant plug trays)</li><li>• Containers that shatter (e.g. CD cases)</li><li>• Plastic film (plastic bags, bubble wrap, shrink wrap)</li></ul>

	Acceptable	Contaminants
<b>Metal</b>	<p><b>Metal items must be empty cans/lids or clean foil.</b> Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> <li>Aluminum beverage cans/bottles</li> <li>Aluminum cat food cans</li> <li>Steel/tin food cans</li> <li>Aerosol cans (depressed nozzle results in no product/air/noise)</li> <li>Aluminum foil</li> <li>Aluminum pie plates and serving dishes</li> </ul>	<ul style="list-style-type: none"> <li>Any metal items that aren't cans/lids or foil (e.g. wire hangers, pots, pans)</li> <li>Cans that aren't empty</li> <li>Foil that is not clean</li> <li>Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. juice pouches, snack bags, candy wrappers, yogurt tops)</li> </ul>
<b>Glass</b>	<p><b>Glass items must be empty bottles or jars.</b> Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> <li>Drink bottles (e.g. soda, juice, tea, beer, wine)</li> <li>Food jars (e.g. sauce, jam/jelly, condiments, baby food)</li> </ul>	<ul style="list-style-type: none"> <li>Any glass items that aren't bottles or jars (e.g. lightbulbs, windows, drinking glasses, bowls, ceramics)</li> <li>Glass bottles and jars that aren't empty</li> <li>Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. ½ glass ½ plastic pepper grinder)</li> <li><i>Though broken glass bottles and jars are accepted, Resource Recovery continues to advise those cities, towns, businesses, or institutions with manual collection to refrain from putting broken glass bottles or jars in their recycling for the protection of custodial staff and curbside haulers.</i></li> </ul>
<b>Paper/ Cardboard/ Cartons</b>	<p><b>Paper and cardboard must be (1) reasonably clean, dry, and flat (some grease on cardboard pizza boxes is OK); (2) in pieces no larger than 3' x 5';</b></p> <p><b>Cartons must be (1) empty and (2) not crushed completely flat.</b> Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> <li>Books (soft-covered or with hard cover removed)</li> <li>Cartons – Gable top (e.g. milk, creamer, juice)</li> <li>Cartons - Aseptic (e.g. soy milk, broth, juice boxes)</li> <li>Corrugated cardboard (up to 3' x 5', flattened)</li> <li>Egg cartons</li> <li>Envelopes</li> <li>100% paper gift bags with handles removed</li> <li>Magazines / catalogs</li> </ul>	<ul style="list-style-type: none"> <li>Paper/Cardboard that isn't clean (some grease on cardboard pizza boxes OK)</li> <li>Paper/Cardboard that isn't reasonably dry</li> <li>Cardboard pieces larger than 3' x 5' should be cut down to size</li> <li>Hybrid items made up of near equal part of different materials or 3+ different materials (e.g. photographs, cigarette packs, bubble wrap padded envelopes, nut canisters, three ring binders)</li> <li>Sanitary paper (e.g. napkins, tissues, or paper towels)</li> <li>Shredded paper</li> <li>Wet-strength cardboard (e.g. soda boxes, six-pack carriers, frozen food boxes, paper coffee beverage/soup cups, soap or laundry detergent boxes)</li> <li>Wax coated or wire reinforced cardboard (e.g. boxes used to transport fresh produce)</li> </ul>

	Acceptable	Contaminants
	<ul style="list-style-type: none"><li>• Newspaper</li><li>• Notebooks</li><li>• Office paper</li><li>• Paperboard boxes (e.g. food boxes, shoe boxes)</li><li>• Paper towel inner tubes</li><li>• Wrapping paper</li></ul>	

**Other Contaminants:**

- Textiles: e.g. clothing, towels, blankets, sheets, linens, luggage, backpacks, tote bags and footwear

**Prohibited Items:** These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Aren't loose (i.e. any bagged materials, including bagged recycling and bagged municipal or commercial solid waste, any materials that are excessively compacted.)
- Aren't empty (i.e. any container still containing hazardous waste, pressurized contents, or unknown contents)
- Aren't reasonably dry (i.e. material that has been coated by liquids such as paint, petroleum or chemicals)
- Aren't: (1) plastic containers that never carried flammable liquid, (2) metal cans/lids or foil, (3) glass bottles or jars, (4) paper, cardboard, or cartons, for example:
  - Organics: e.g. food waste, cooking oil-soaked materials, pet waste, human waste, deceased animals, and yard waste such as leaves, branches, stones, mulch, dirt / potting soil, grass clippings, flowers, plants and weeds
  - Construction and demolition debris: e.g. windows, siding, tile, gutters, shingles, pipe, drywall concrete, brick, gravel, wood, sawdust, dirt, sand
  - Medical/biological waste: e.g. hypodermic needles, auto-injection pens and lancets, intravenous (IV) tubing and bags, oxygen respiration tubing and masks, soiled diapers/changing pads
  - Explosives/flammables/combustibles: e.g. firearms, ammunition, fireworks, cylinders/tanks including but not limited to propane/acetylene/oxygen/helium, and containers labeled as having one time contained flammable fluids such as automotive fluid containers; chemical containers; gasoline/petroleum product cans or containers; paint product cans or buckets; paint/stripper/thinner/varnish containers; pesticide/herbicide/insecticide containers).
  - Items that wrap / can be tied in a knot: e.g. string, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, fishing line and nets
  - Bulky/special waste: e.g. electronic items like printers and laptops, appliances like A/C units and microwaves, furniture, exercise equipment
  - Dangerous ferrous and non-ferrous scrap metal: e.g. sheet metal, pipe, auto parts-such as brake rotors/brake drums, wheels, structural steel such as rebar, angle iron, channel steel, tools, knives, razor blades, saw blades, drill bits, nails/screws
  - Lithium Batteries/Lithium-Ion Batteries: Loose or installed in a device.

## Motor Oil and Filters

**Permitted Customers:** Individual Residents

**Acceptable Amounts & Items:** Less than 10 gallons of new and used oil, motor oil and filters from cars, motorcycles, boats, trucks, lawnmowers, etc.

**Prohibited Customers:** Small contractors, municipal and commercial customers

## Plastic Bags and Film

**Permitted Customers & Delivery Requirements:** Plastic bags and film are not accepted in loads of mixed recycling.

- 1. Municipal and Commercial Customers:** Municipal and commercial customers must receive prior approval from the MRF by calling 401-228-3187 twenty four (24) hours in advance. Loads arriving without prior approval will be subject to rejection and/or a disposal fee.
- 2. Individual Residents and Small Contractors:** Small amounts must be delivered to the Small Vehicle Area. Small amounts can also be brought to the plastic bag and film collection containers located in large grocery, pharmacy, or big-box stores in RI. Individual residents with larger amounts should follow the municipal and commercial load instructions above.

**Acceptable Items:** Plastic bags and film must be (1) empty, (2) clean, (3) dry, and (4) capable of stretching over your thumb (even just a little). Examples of items that fit the criteria, and are accepted, include:

- Airpacks (from shipped packages)
- Bread/bagel bags
- Bubble wrap and bubble wrap envelopes
- Cereal box liners
- Dry cleaning bags
- Furniture, mattress and electronic overwrap
- Mattress bags
- Newspaper bags
- Overwrap from paper towels, toilet paper, cases of water/soda/beverages
- Pellet/firewood bags
- Produce bags
- Sandwich bags (remove hard zippers)
- Shopping bags

**Contaminants:** These items either (1) do not fit the acceptance criteria or (2) fit it, but are not accepted by our buyer(s). No more than 10% of these are allowed in any load:

- Don't stretch: e.g. cellophane wrapping, vinyl bags, microwave-ready bags
- Clingy food wrap
- Bags that held hazardous material e.g. lime pellets, fertilizers and pesticides
- Bags labeled "biodegradable" or "compostable"

## Scrap Metal

**Permitted Customers:** All customers

**Acceptable Items:** Scrap metal items that are 100% metal. Scrap metal items that are less than 100% metal are evaluated on a case-by-case basis. **Preparation:** (1) Always remove as much non-metal from scrap items as possible (e.g. plastic, foam, textiles, etc.), (2) Sharp ends on scrap items such as knives must be covered with thick tape (e.g. masking, electrical, duct) or a piece of folded cardboard, and (3) Fluids must be drained from lawn/garden power equipment and any batteries must be removed. Examples of items that fit the criteria, and are accepted, include:

## Attachment 3

- Auto parts
- Car jacks
- Chain link fencing
- Filing cabinets
- Golf clubs
- Grills (tank removed) and grill grates
- Keys
- Lawn mowers (drained of fluids)
- Lawn mower blades
- License plates
- Nails, screws, nuts and bolts
- Pipes
- Pots, pans and baking sheets
- Tools
- Shower heads and shower rods
- Sinks
- Snow blowers (drained of fluids)

## Seaweed

**Permitted Customers & Delivery Requirements:** Municipal customers only; must contact the Scalehouse at 401-228-3102 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

**Acceptable Items:** Seaweed (i.e. marine plants and algae)

**Contaminants:** Because municipal customers are allowed to deliver seaweed under the Municipal L&Y Debris Cap, loads cannot contain more than 10% of debris/litter in any load.

**Prohibited Customers:** Individual residents, small contractors, commercial customers

## Shredded Paper

**Permitted Customers & Delivery Requirements:** Shredded paper delivered in mixed waste loads or delivered un-bagged will be charged as solid waste.

1. **Municipal and Commercial Customers** must contact the MRF at 401-228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee. Properly prepared shredded paper (contained in plastic bags) can also be included with dedicated cardboard loads (as outlined in "Cardboard [Dedicated Loads]").
2. **Individual Resident and Small Contractors** must deliver shredded paper to the Small Vehicle Area.

**Acceptable Items & Preparation:** Pre-shredded sensitive documents; trace amounts of shredded staples, paper clips, tape, etc. Shredded paper must be secured in a bag prior to placement in the container. Shredded paper is not accepted in loads of mixed recycling. If you are looking to have sensitive documents shredded, look for events listed on [www.rirrc.org/announcements/events](http://www.rirrc.org/announcements/events).

## Sludge Ash

**Permitted Customers & Delivery Requirements:** All customers must schedule delivery with the Scalehouse by completing the Special Delivery Request form on our website ([www.rirrc.org/recycling-composting-disposal/special-materials](http://www.rirrc.org/recycling-composting-disposal/special-materials)) no earlier than one week prior to your requested delivery date. No dust nuisance should be caused upon tipping; Load Handling Surcharge fee applies to loads that create a dust nuisance.

**Acceptable Items:** Sludge ash, the by-product produced during the combustion of dewatered sewage sludge in an incinerator.

## Sewage Treatment: Sludge and Grit/Rags

**Permitted Customers & Delivery Requirements:** All customers must schedule delivery with the Scalehouse by completing the Special Delivery Request form on our website ([www.rirrc.org/recycling-composting-disposal/special-materials](http://www.rirrc.org/recycling-composting-disposal/special-materials)) no earlier than one week prior to your requested delivery date. Dedicated loads of sludge/grit/rags are accepted Monday- Friday, 9 AM-2 PM.

Loads must be delivered in sealed containers. Customers should take precautions to avoid any spillage of sludge waste. Customers that deliver containers that are visibly leaking will be barred from future disposal. Sewage sludge material produced from all sources is subject to pre-approval from Resource Recovery.

**Acceptable Items:** In-state:

- Residual, semi-solid material that is produced as a by-product during sewage treatment of municipal wastewater
- Grit and rags captured during the treatment of sludge

## Solar Panels

**Permitted Customers & Delivery Requirements:** All customers. Dedicated loads of solar panels can be accepted either for recycling and charged as Solar Panels or landfilled and charged as solid waste.

**Acceptable Items:** Solar panels

## Solid Waste

**Permitted Customers:** All customers

**Acceptable Items:** Solid waste generated in RI, free of all prohibited materials shown below.

**Prohibited Items:** Loads containing any percentage of these items will be subject to immediate rejection, and must be removed from the facility.

- Out-of-state waste (\$50,000 fine)
- Out-of-state rejected loads of mixed recycling
- Regulated Hazardous Waste
- Regulated Medical Waste
- Electronic waste: televisions, computers, monitors, laptops and tablets
- Mercury-added products

## Solid Waste Soils

**Permitted Customers & Delivery Requirements:** All customers must contact Resource Recovery directly by calling 401-228-3282 for detailed testing criteria and to obtain a Resource Recovery soil approval letter. Delivery of loads then must be scheduled by completing the Special Delivery Request form on our website ([www.rirrc.org/recycling-composting-disposal/special-materials](http://www.rirrc.org/recycling-composting-disposal/special-materials)) or calling the Scalehouse at 401-228-3102. A copy of the Resource Recovery soil approval letter is also required to be presented to the Scalehouse with every load delivery. No dust nuisance should be caused upon tipping; Load Handling Surcharge fee applies to loads that create a dust nuisance.

**Acceptable Items:** Soils not accepted as Alternate Cover (see *Alternate Cover Soils*).

Last updated: 3/6/2023; visit [www.rirrc.org](http://www.rirrc.org) for latest version.

## Street Sweepings

**Permitted Customers:** Municipal and commercial customers

**Acceptable Items:** Screened street sweepings such as sand that was used on streets, roads, highways and parking areas, both public and private, and that is ultimately swept or cleaned; may be mixed with residual salt during winter storm operations.

**Contaminants:** Contaminated street sweepings will be charged as solid waste. The following items do not fit the acceptance criteria. No more than 10% of these are allowed in any load:

- Trash, debris or other items not typically found in streets, roads, highways and parking areas
- Storm water catch basin, manhole, or inlet cleanings

## Stumps

**Permitted Customers & Delivery Requirements:** All customers. Loads of stumps containing L&Y debris will be charged as stumps. Stumps delivered in mixed loads will be charged as solid waste.

**Acceptable Items & Preparation:** Brush, branches, limbs, trunks and stumps from trees and bushes greater than 3" inches in diameter; must be segregated from all other L&Y debris.

**Prohibited Items:** These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, or workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection and charged as solid waste:

- Plastic bags
- Litter/trash (e.g. coffee cups, plastic bottles, paper, plastic)
- Invasive species (e.g. Japanese Knotweed, Garlic Mustard). For a comprehensive list of invasive species and disposal instructions, visit the Rhode Island Department of Environmental Management's website: <https://dem.ri.gov/ri-stormwater-solutions/in-the-weeds/tips.php>

## Textiles

**Permitted Customers:** Individual Residents

**Acceptable Items & Preparation:** Clean, dry, and odorless textiles, including non-apparel and worn/torn/stained items; must be secured in plastic bags prior to placement in the clothing/textile bin. Examples of items that fit the criteria, and are accepted, include:

- |   |  |
|---|--|
| • Accessories, e.g. belts, hats, purses, scarves, neck ties | • Home items, e.g. curtains, tablecloths, cloth napkins, shower curtains, towels |
| • Bedding, e.g. sheets, comforters                          | • Pet beds and clothing  |
| • Clothing  | • Shoes/boots/slippers   |
| • Costumes  | • Swimsuits and undergarments  |
| • Fabric remnants   | • Yarn   |

**Contaminants:** These items fit the acceptance criteria, but are not accepted by our recycler: Pillows, rugs/carpeting, rags used for hazardous waste residue (e.g. motor oil, paint)

**Prohibited Customers:** Municipal and commercial customers

## Tires

**Permitted Customers & Delivery Requirements:** All customers. Tires delivered in mixed loads will be charged the applicable per unit tire fee in addition to the solid waste fee. Dedicated loads of tires that do not meet the acceptance criteria will be landfilled and charged as Tires-Non-Recoverable.

**Acceptable Items:** Whole tires, clean and delivered free from any dirt or debris, including those on rims, from cars, motorcycles, and bicycles; as well as tractor trailer tires and oversized tires.

**Prohibited Items:** These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Forklift tires
- Solid tires and foam filled tires
- Tires cut in half (or more)
- Tires contaminated with dirt or other debris

## Wood Pallets

**Permitted Customers:** All customers

**Acceptable Items:** Clean wooden pallets free of any paint, banding, bolts, or metal

**Prohibited Items:** These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Pallets that aren't clean (e.g. pallets with paint, banding, bolts, metal, etc.)
- Wood items that aren't pallets (e.g. plywood, lumber, stumps, firewood, branches, spools, crates, etc.)





## Fee Schedule – FY23

Effective 1/1/2023, except where noted; all prices are subject to change

Customers must review the current Materials Acceptance Criteria at [www.rirrc.org/about/accepted-materials-pricing](http://www.rirrc.org/about/accepted-materials-pricing). Disposal rates apply only to those acceptable, properly prepared items, as described under each material type in the current Materials Acceptance Criteria.

CODE	MATERIAL TYPE	RATE	MIN. CHARGE
358	Alternate Cover <sup>1</sup> – Non-Hazardous, Processed Contaminated Soil	\$0-\$40/ton <sup>2,6</sup>	1 ton
N/A	Antifreeze	\$0	
102	Appliances ("White Goods") – <u>without</u> CFC coolant ("Freon")	\$0 each	
511	Appliances ("White Goods") – <u>with</u> CFC coolant ("Freon")	\$12 each	
310	Batteries	\$6 each	
133	Boats/Vessels, Campers, Drums and Tanks <sup>4</sup>	\$350/ton <sup>2,6</sup>	\$175
N/A	Books and Media	\$0	
830	Bulky Rigid Plastics <sup>5</sup>	\$0	
807	Cardboard (Clean) <sup>5</sup>	\$0	
313	Christmas Greenery – Municipal and Residential	\$0	
311	Christmas Greenery – Commercial	\$30/ton <sup>6</sup>	\$30
940	Compost Bins	\$45 each	
940	Compost Bins – Municipal, Qty. ≥ 80	\$35 each	
670	Compost For Sale – Municipal	Per contract	
670YD	Compost For Sale – In Bulk	\$30/yd <sup>3</sup>	\$15
670BAG	Compost For Sale – By the Bag	\$8/40 lb. bag	
341	Concrete/Asphalt/Brick/Rock	\$20/ton <sup>6</sup>	\$20
112	Construction & Demolition (C&D) Debris / Bulky Wastes	See <i>Solid Waste</i>	
361	Controlled Fill w/ Approval <sup>1</sup>	\$0 - \$100/ton <sup>2,6</sup>	\$100
N/A	Cooking Oil	\$0	
329L	Electronic Waste (e-waste) – units found in mixed loads (Non-Recoverable)	\$30.00 each	
329B	Electronic Waste (e-waste) – up to 7 units (Recoverable)	\$20.00 each	
331SP	Solar Panels	\$1,350/ton	\$65
331	Electronic Waste (e-waste) – 8 units plus	\$700.00/ton <sup>2</sup>	\$35
329	Electronic Waste (e-waste) – Residential	\$0	
324	Fish Waste	\$115/Ton <sup>2,6</sup>	\$65

Last updated: 11/30/2022; visit [www.rirrc.org](http://www.rirrc.org) for most up-to-date version.

## Attachment 4

CODE	MATERIAL TYPE	RATE	MIN. CHARGE
N/A	Foam	\$0	
312	Leaf & Yard (L&Y) Debris	\$40/ton <sup>6</sup>	\$30
312	Leaf & Yard (L&Y) Debris – Muni w/ Contract: Under-the-Cap	\$0	
312	Leaf & Yard (L&Y) Debris – Muni w/ Contract: Over-the-Cap	\$25/ton	\$25
335	Leaf & Yard (L&Y) Debris –Segregated Stumps (over 3’')	\$75/ton <sup>6</sup>	\$55
334	Mattresses / Box Springs (for Recycling) – up to 3 units	\$0	
328	Mattresses / Box Springs – Unrecoverable in mixed load	\$70 each	
328	Mattresses / Box Springs – more than 3 units	\$70/unit	
330LF	Mattresses / Box Springs – dedicated load	\$2,000/ton	\$70
714	Municipal Single Stream	\$0	
814	Commercial Single Stream – In-State <sup>4</sup>	Call for pricing	
814R	Commercial Single Stream – Rejected	See <i>Solid Waste</i>	
	814R from Out-of- State must be removed from premises		
814OS	Commercial Single Stream – Out-of-State <sup>4</sup>	Call for pricing	
N/A	Motor Oil and Filters	\$0	
N/A	Plastic Bags and Film <sup>5</sup>	\$0	
920	Recycling Bins, 22 gal – Municipal (not for sale to individuals)	\$Per contract	
N/A	Scrap Metal	\$0	
332	Seaweed – Muni w/ Contract: Under-the-Cap <sup>4</sup>	\$0	
332	Seaweed – Muni w/ Contract: Over-the-Cap <sup>4</sup>	\$25/ton	
N/A	Sharps, Household (by appt. only: <a href="http://rirrc.org/ecodepot">rirrc.org/ecodepot</a> )	\$0	
N/A	Shredded Paper <sup>5</sup>	\$0	
314S	Sewage Treatment - Sludge <sup>3</sup>	\$150/ton <sup>2,6</sup>	150
314G	Sewage Treatment – Grit/Rags <sup>3</sup>	\$150/ton <sup>2,6</sup>	150
	<b><u>SOLID WASTE – MUNICIPAL</u></b>		
208	Solid Waste – Johnston resident w/ Town-issued permit: up to 1 ton	\$0	
201	Solid Waste – Muni w/ Contract: Under-the-Cap FY23	\$54/ton	
201	Solid Waste – Muni w/ Contract: Under-the-Cap FY24	\$58.50/ton	
201	Solid Waste – Muni w/ Contract: Under-the-Cap FY25	\$63/ton	
201	Solid Waste – Muni w/ Contract: Over-the-Cap FY23	\$100/ton	
201	Solid Waste – Muni w/ Contract: Over-the-Cap FY24 & FY25	\$115/ton	
201	Solid Waste – Muni, Non-Contract (Over the Cap Rate)	\$115/ton	\$65
201R	Rejected Recycling Route	Refer to Code 201	
230	Catch Basin Cleanout	Refer to Code 201	
714R	MRF Rejected Load	Refer to Code 201	
	<b><u>SOLID WASTE – COMMERCIAL<sup>3</sup></u></b>		
101	Solid Waste –Non-Contract (Gate Rate)	\$115/ton <sup>2,6</sup>	\$65
118	Solid Waste – with Contract	\$115/ton <sup>2,6</sup>	\$65
135	Solid Waste – 2-6” Ground	\$100/ton <sup>2,6</sup>	\$65
132	Solid Waste Soils / Approval <sup>1</sup>	\$115/ton <sup>2,6</sup>	\$115
355	Street Sweepings – Municipal & State, Screened	\$20/ton	
355	Street Sweepings – Commercial	See <i>Solid Waste</i>	
N/A	Textiles	\$0	

Last updated: 11/30/2022; visit [www.rirrc.org](http://www.rirrc.org) for most up-to-date version.

Attachment 4

CODE	MATERIAL TYPE	RATE	MIN. CHARGE
308	Tires – Car	\$8.00 each	
336	Tires – Tractor Trailer	\$15 each	
327	Tires – Oversized, Off-road	\$125 each	
307	Tires – Commercial load	\$300/ton	\$125
307	Tires – Municipal load w/ Contract	\$300/ton	\$55
307LF	Tires-Non -Recoverable	\$300/ton <sup>2,6</sup>	\$125
311	Wood Pallets	\$30/ton <sup>6</sup>	\$30
<b><u>MISCELLANEOUS CHARGES</u></b>			
502	Equipment Use - Landfill	\$250 each	
502M	Equipment Use - MRF Rejected Load Handling Charge	\$250 each	
251	Tip Facility Use fee	\$20/ton	
516	Load Handling Surcharge (Hard to Manage Loads) up to 10 tons	\$40/ton - \$100 maximum fee	
517	Load Handling Surcharge (Hard to Manage Loads) >10 tons	\$40/ton - \$250 maximum fee	
508	Weight Only	\$5.00 per vehicle	
N/A	Delinquent payment charge (>30 days)	12% per annum	
970	Safety Vests	\$3.00	
N/A	Tour – Out-of-state group	\$100/bus	
N/A	Tour/Program – No show/cancellation <24 hours in advance	\$50/bus	
HCSC	Host Community Commercial Vehicle Surcharge	\$3/load	

1 - Contact the engineering department at 401-942-1430 Ext 3282.

2 - \$3.00 Host Community Commercial Vehicle Surcharge (HCCVS) may apply. RI Law § 23-19-13(g)(1) requires RIRRC to charge an additional \$3.00 fee per vehicle transaction, except for vehicles carrying municipal solid waste as defined by 23-19-5. All HCCVS fees are paid to the Town of Johnston. This fee appears as a separate charge on the truck slip.

3 - Commercial Solid Waste price is subject to change with 30 day notice provided to the customer.

4 - Contact Scale House for pricing/scheduling 401-942-1430 Ext. 3102

5 - Only accepted with prior approval (for bulky rigid plastics, prior approval required for municipal and commercial loads only— not small vehicle loads): Contact the MRF at 401-942-1430 Ext. 3187.

6 - \$3.00 Fuel Surcharge applies to commercial loads.



# Municipal Leaf and Yard Debris Cap Sharing Policy

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## POLICY

- Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (Resource Recovery) hereby establishes the following program for the purpose of facilitating the sharing of municipal leaf and yard (L&Y) debris cap, heretofore described as L&Y cap transfer, amongst Rhode Island municipalities.
- Resource Recovery will administer all provisions of this policy.

## SCOPE

- This policy applies to all Rhode Island municipalities.

## RESPONSIBILITY

- The Executive Director has overall responsibility for this policy.
- The Director of Policy and Programs is responsible for the implementation of this policy.
- The Municipal Program Coordinator is responsible for the daily administration of this policy.
- The Chief Financial Officer is responsible for maintaining the integrity of the cap transfers.
- The Municipalities are responsible for initiating the cap transfer process amongst themselves.

## GENERAL GUIDELINES

- Resource Recovery shall allow L&Y cap transfers as described below.
- Municipalities shall be allowed to transfer 100% of their L&Y cap to other municipalities, either in part or in total.
- Municipalities shall be allowed to accept up to 50% of their statutorily calculated L&Y cap as a transfer.
- A municipality in need of additional L&Y cap (the Requestor) shall be solely responsible for initiating a request to transfer L&Y cap.
- L&Y cap transfers shall be effective for the fiscal year in which they are granted. L&Y caps shall reset each fiscal year to the statutorily calculated amount, nullifying any and all previous years' L&Y cap transfer agreements. Unused portions of a transferred L&Y cap shall not be allowed to carry forward to subsequent fiscal years.
- Municipalities shall decide at the local level if they will participate in the L&Y cap sharing program.

Last updated: 02/08/2017; visit [www.rirrc.org](http://www.rirrc.org) for most up-to-date version.

- Each municipality may elect to transfer some, or all, of their L&Y cap to another RI municipality.
- Municipalities may not place any restrictions, conditions, or encumbrances of any kind upon the transfer of the L&Y cap.
- L&Y cap shall not be transferred from one fiscal year to another.
- L&Y cap shall not be borrowed from subsequent fiscal years.
- Once L&Y cap is transferred, the tonnage is irretrievable by the previous Owner.
- Municipalities are under no obligation to transfer L&Y cap.

## **LEAF AND YARD DEBRIS CAP TRANSFER GUIDELINES**

### **Resource Recovery Process**

- Resource Recovery will provide the municipalities with a list of all municipal L&Y caps for the current fiscal year (FY10) and shall make the list available for subsequent fiscal years at the same time the municipal solid waste caps are distributed. On the first list of the year, it shall be assumed that all municipalities have unused cap available to transfer. This list shall include, at a minimum, the following information:
  - Municipality Name
  - Original L&Y Cap Amount
  - L&Y Cap Amount Available for Transfer
  - L&Y Cap Amount Available to Receive
- Resource Recovery shall process transfers according to the "Municipal Process" laid out below
- Resource Recovery shall update the L&Y cap list as transfers occur, and shall distribute the updated list to the municipalities.
- Resource Recovery shall provide a form for use by the municipalities to record the agreed upon L&Y cap transfer.

### **Municipal Process**

- Upon receipt of the L&Y Cap list, municipalities willing to transfer cap shall notify the Municipal Program Coordinator and the Scalehouse and Customer Service Manager in writing or by email of the amount they wish to make available for transfer. Municipalities unwilling to transfer cap shall notify the Municipal Program Coordinator and the Scalehouse and Customer Service Manager in writing or by email to show zero tons available for transfer against their L&Y cap.
- A municipality in need of additional L&Y cap (the Requestor) shall initiate a cap transfer transaction with a participating municipality (the Owner).
- The Requestor shall ask for a specific tonnage of L&Y cap when requesting a transfer. The Requestor shall sign the form provided by the Corporation authorizing the acceptance of the L&Y cap transfer.
- The Owner shall sign the Requestor's form indicating approval to transfer the L&Y cap amount from the Owner's municipal L&Y cap to the Requestor's municipal L&Y cap.
- Either the Owner or the Requestor shall forward the co-signed form to the Corporation in one of the following manners (if emailed, the form should be sent as a legible scan or electronically signed file. If

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illegible, Resource Recovery reserves the right to delay the cap transfer until a hard-copy of the co-signed document is received):

- U.S. Postal Service addressed to:  
RI Resource Recovery  
65 Shun Pike  
Johnston, RI 02919  
Attn: Scalehouse and Customer Service Manager
- Fax to:  
942-0239  
Attn: Scalehouse and Customer Service Manager
- Email to:  
[scalehouse@rirrc.org](mailto:scalehouse@rirrc.org)
- Hand deliver to Scalehouse and Customer Service Manager

## **RESOURCE RECOVERY SCALEHOUSE PROCESS**

- Upon receipt of the co-signed L&Y cap transfer form, the Scalehouse and Customer Service Manager or his designee shall complete the transfer as agreed upon. The transferred L&Y cap shall be available to the approved Requestor no later than the following business day.
- The Scalehouse and Customer Service Manager or his designee shall sign the form and note the date of the L&Y cap transfer.
- The Scalehouse and Customer Service Manager shall provide an updated L&Y cap list to the the Municipal Program Coordinator for distribution to the municipalities.
- A copy of the fully executed transfer form shall be attached to both municipalities' solid waste contracts for the fiscal year in which the transfer occurred.



**MUNICIPAL LEAF & YARD DEBRIS CAP TRANSFER FORM**

Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (Resource Recovery) has established a program to facilitate the transfer of municipal leaf and yard (L&Y) debris cap amongst Rhode Island municipalities. L&Y cap transfers shall be effective for the fiscal year in which they are granted. L&Y caps shall reset each fiscal year to the statutorily calculated amount, nullifying any and all previous years' L&Y cap transfer agreements. Unused portions of a transferred L&Y cap shall not be allowed to carry forward to subsequent fiscal years.

Please complete the Municipal Sections of this form and transmit when completed to Accounts Receivable via any method below:

Email: [accountsreceivable@rirrc.org](mailto:accountsreceivable@rirrc.org) OR Fax: 401-942-5174 OR US Mail: 65 Shun Pike, Johnston, RI 02919

**MUNICIPAL SECTION**

Requestor:  
The City/Town of \_\_\_\_\_ requests a transfer of L&Y Debris Cap in the amount of \_\_\_\_\_ tons from the City/Town of \_\_\_\_\_.

_____	_____	_____
Municipal Official's Signature	Name Printed	Date

Owner/Approver:  
The City/Town of \_\_\_\_\_ approves the transfer of L&Y Debris Cap in the amount of \_\_\_\_\_ tons to the City/Town of \_\_\_\_\_.

_____	_____	_____
Municipal Official's Signature	Name Printed	Date

<p><b>RIRRC Use Only</b></p> <p>Date Cap Transferred: _____</p> <p>Accounts Receivable Signature: _____</p>
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# Municipal Transfer Policy

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## PURPOSE

The purpose of this policy is to delineate the Rhode Island Resource Recovery Corporation's ("Corporation" or "RIRRC") requirements for municipalities utilizing a Transfer Station for shipping materials to the RIRRC Facility located in Johnston, Rhode Island. This includes solid waste destined for disposal, recyclables destined for the Materials Recycling Facility (MRF), leaf and yard waste to be composted, or any other materials to be received and processed by the RIRRC. This policy also establishes a standard procedure that municipalities must follow to account for the transfer of materials.

## SCOPE

The provisions of this policy apply to all municipalities utilizing a Transfer Station licensed by the RI Department of Environmental Management for the shipment of materials to the RIRRC facilities.

## OBJECTIVES

The objectives of this policy are to: 1) protect the public's investment in the RIRRC facilities, including the landfill and the MRF; 2) assist Rhode Island municipalities in the efficient collection and shipping of materials destined for the RIRRC facilities; 3) ensure that municipally generated materials such as municipal solid waste, recyclables and leaf and yard waste are being shipped to the RIRRC facilities; 4) ensure that recyclables delivered to the MRF are attributed to the appropriate municipality; 5) maximize the return on the marketing of recyclables; and 6) that commercial materials collected at transfer stations are billed as such.

## DEFINITIONS

For the purposes of this policy, all definitions below and contained in the RI Department of Environmental Management Rules and Regulations for Solid Waste Management Facilities and Organic Waste Recycling Facilities (250-RICR-140-05-1), shall apply:

- "Municipal Transfer Station" - shall mean a Transfer Station accepting materials from one municipality entity and no commercial entities. For the purposes of this policy, two or more municipalities may act as one municipal entity in the Corporation's view, provided that the municipalities involved have a written agreement on file with the Corporation and signed by the appropriate officials from both municipalities, indicating the responsible party for billing and crediting purposes.
- "Regional Transfer Station" - shall mean a Transfer Station accepting materials from more than one municipality, or, any commercial entity.



- “transfer” – shall mean to take material from collection vehicles and ultimately place them in other transportation units for movement to another solid waste management facility.
- “Transfer Station” – for the purpose of the policy, is a single term that encompasses both Municipal Transfer Stations and Regional Transfer Stations.

## **POLICY**

All municipalities utilizing Transfer Stations for shipping materials to the RIRRC facilities must have written approval from RIRRC and be signatory to a RIRRC Solid Waste and Recycling Services Agreement.

Municipalities requesting permission to utilize a Transfer Station to transfer materials must demonstrate that a significant cost savings can be achieved versus direct hauling the material to the Johnston facility.

## **PROCEDURE**

All municipalities that transfer materials to the RIRRC via a Transfer Station shall submit a written request to the RIRRC Executive Director for approval. The municipality, or its designee, is responsible for developing a plan to ensure that all municipally generated material collected and deposited in the Transfer Station is transported to the RIRRC for processing or disposal.

All requests must contain the following information:

1. Names, phone numbers and addresses of the appropriate Municipal or Corporate officers, if applicable, responsible for the operation of said Transfer Station;
2. Copies of RIDEM license and operating plans for the facility;
3. If not included in the RIDEM operating plan, descriptions and specifications of all equipment including, but not limited to, compacting equipment, roll-off containers, and tipping ramps and platforms used in the handling and processing of materials.
4. A plan for the bi-annual calibration and certification of weighing facilities, if so equipped;
5. A plan describing means or mechanisms for keeping municipal materials separate from commercial and to ensure that all municipally generated material is ultimately transported to the RIRRC for processing or disposal;
6. A plan describing the means or mechanisms for tracking the transaction weight information to accurately separate the municipally generated and collected materials from the commercial sector. Each material type and corresponding weights must be recorded and tracked separately for reporting purposes; and
7. A plan for the transfer of all weight transaction information to RIRRC, including a means for verification of weight transaction information by the appropriate Municipal official. The Municipality, or its designee, must transmit no later than the 2nd business day of the following month, the weight transaction information to RIRRC for verification and accounting purposes.

Upon receipt of a request, the RIRRC Executive Director or a designee will arrange to inspect the facility within 30 business days. The inspection will consist of, but not be limited to, visual inspection of the handling processes including the separation processes for the municipal and commercial material streams, and the verification of appropriate weighing facility calibration documentation.

If the request for certification and the facility meet the above criteria, a certification will be issued (within 30 business days) pending the signing of an agreement that allows RIRRC personnel access, at any time, to all facilities associated with the receiving, processing, storage, and transportation of materials destined for RIRRC facilities.

## **CERTIFICATION AND APPROVAL**

Certification for the transfer of materials will be issued for a period of time consistent with the most current Solid Waste and Recycling Services Agreement or the expiration of the RIDEM operating license for the Transfer Station utilized by the municipality, whichever occurs sooner.

If, during the certification period, either the Municipality or the Transfer Station operator desires to alter any of the procedures or plans described in the RIDEM Operating Plan or the information submitted to the RIRRC as part of the approval process, a request in writing to the RIRRC Executive Director must be made. A review and response to all such requests will be made within 10 business days. All approved alterations will be documented and amended to the original certification.

Certifications for the transfer of any materials may be revoked at any time if the Municipality, or any commercial entity responsible for the collection and shipping of the Municipality's material, is found to be in non-compliance with any of the provisions contained in the RIDEM Operating Plan for the said transfer station, this policy, or any plans submitted as part of the certification request. Such Municipalities will be notified immediately by RIRRC, in writing, of any such certification revocation, including a reasonable description of events or conditions which provide a basis for such revocation.

## **EXCEPTIONS**

The above policy may have exceptions. Requests for exceptions from specific requirements and/or criteria, however, must be approved and supported by a reasonable written explanation and justification. The Municipality is responsible for the preparation of the explanation and justification for the exception.

### **Authority to Grant Exceptions:**

Only the Executive Director is authorized to grant exceptions to this policy.

## **ATTACHMENTS**

Attachment 1 – Sample Municipal Transfer Request – Regional Transfer Station

## Request for Municipal Transfer Approval

<b>Municipality:</b>	Anywhere, RI
<b>Contact:</b>	Betty Miller, Director of Public Works Town of Anywhere (401)-555-1212
<b>Transfer Facility:</b>	Middle Rhode Island Regional Transfer Facility 65 Styx Pike Anywhere, RI
<b>Transfer Facility Operator:</b>	Bud Jones, Operations Director Haulit, Inc. Anywhere, RI
<b>RIDEM Documentation:</b>	See Attachments 1 – RIDEM Operating Plan, and 2 – RIDEM Solid Waste Transfer Station License (photocopy)
<b>Facility Information &amp; Equipment:</b>	20,000 sf building facility for solid waste receipt & processing 2 – 40 yd roll-offs for recycling located under a permanent roof structure 1 – Elevated (12ft) ramp for Roll off access
<b>Truck Scale Calibration Plan and Documentation:</b>	Haulit Inc. currently maintains and operates a truck scale at the Middle Rhode Island Regional Transfer Facility. Haulit Inc. is under a contract (See Attachment 3) with ScalesRUs Ltd. To calibrate the truck scale by the 15 <sup>th</sup> of the 1 <sup>st</sup> and 7 <sup>th</sup> months of each year. All calibration documentation is kept on file and will be made available to RIRRC upon request.
<b>Weight Transaction Transfer Plan:</b>	Each month Haulit Inc. will deliver to the Anywhere Public Works Department a detailed list of scale transactions for all Anywhere solid waste and recyclables delivered to the transfer station. The Anywhere Public Works Director will then verify and send the information, no later than the 3 <sup>rd</sup> business day of the following month, to RIRRC detailing the breakdown in the tonnages delivered to RIRRC.
<b>Municipal and Commercial Recycling Segregation Plan:</b>	Solid Waste: Haulit Inc. will maintain separate areas on the tipping floor for municipal and commercial solid waste. All solid waste tipped at the Middle Rhode Island Regional Transfer Facility by the Town of Anywhere will be delivered to the Johnston Central Landfill for disposal.  Recyclables: Haulit, Inc. will receive and commingle municipal and commercial recycling in the two 40 yd roll-off boxes. This material will

be kept clean and compliant with the RIRRC MRF receiving rules for recycling materials. Haulit, Inc. will haul these boxes to the RIRRC MRF when full and deposit these loads as commercial recycling. Consistent with the Weight Transaction Transfer Plan, the Anywhere Public Works Director will review the scale transactions then verify and sign a letter detailing the breakdown in the tonnages delivered to the RIRRC MRF.

**Municipal Agent**

\_\_\_\_\_  
Betty Miller, Anywhere Public Works Director

**Facility Operator**

\_\_\_\_\_  
Bud Jones, HaulIt Inc., Operations Director



# Compost Distribution Policy

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Rhode Island Resource Recovery (Resource Recovery) Class A Rhode Island Compost (finished compost) is approved for use in certified organic crop production, and is a great addition to fields/grass, flowerbeds, and vegetable gardens. Using compost to replace or reduce reliance on synthetic fertilizers is also a cost-effective way to help the environment.

Pursuant to RIGL § 23-19-3 (17) and the Solid Waste and Recycling Services Agreement, Resource Recovery may periodically make finished compost available to municipalities at no charge.

## MUNICIPAL GUIDELINES AND PROCEDURES

**Municipal Eligibility:** Finished compost will be available free of charge to those municipalities with a current signed Solid Waste and Recycling Services Agreement who have also delivered leaf and yard waste to Resource Recovery during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, Resource Recovery will provide notice and the municipalities will be allowed to pick up free compost for their use.

**Availability:** Upon Resource Recovery's announcement of available finished compost, up to 1,000 cubic yards of finished compost will be available on a first come, first served basis during the calendar year. Even after Resource Recovery has notified eligible municipalities, there may be periods where compost is not available.

**Requests:** Municipalities should direct requests to the Municipal Program Coordinator by email at [municipal@rirc.org](mailto:municipal@rirc.org) or by phone at 942-1430 x252. A brief written or verbal description of planned use must be provided, along with the amount of cubic yards requested.

**Use:** Finished compost must be used for a municipal project, such as use in fields, flower beds/planters, school gardens, etc. It may not be given away to residents or sold in any way.

**Approval:** Within 48 hours of initial request, the request will be approved or denied with notification by phone or email. Requests may be denied because the municipality is not eligible, the proposed use is not a municipal project, or wholesale needs are anticipated. Requests may be placed on hold if there is no finished compost available at the time of request.

**Pickup:** Approved requests must be picked up within 30 days of approval. Requests that have not been picked up will be canceled. Approved requests can be picked up by stopping by the main scale house and following the instructions of Resource Recovery staff.

Last updated: 03/05/2019; visit [www.rirc.org](http://www.rirc.org) for most up-to-date version.

**RI Public Schools:** When Resource Recovery is approached by a Rhode Island Public School for finished compost, we will direct them to their municipality first. The municipality may choose to help the school by donating finished compost as a result of their municipal-run compost operation or may agree to donate some of their own finished compost made available by Resource Recovery through the abovementioned municipal guidelines. If the municipality is unable to help the school by giving their own finished compost or allotting some of their finished compost from Resource Recovery, the school may ask Resource Recovery under the RI Public School Finished Compost Guidelines (below).

## **RI PUBLIC SCHOOL FINISHED COMPOST GUIDELINES**

**RI Public School Eligibility:** After municipal options are exhausted, RI Public Schools may directly approach Resource Recovery. Resource Recovery will make 500 cubic yards of compost available to Rhode Island Public Schools for use in school projects such as school gardens, planting trees, and other approved projects.

**Availability:** Upon Resource Recovery's announcement of available finished compost, up to 500 cubic yards of finished compost will be available on a first come, first served basis during the calendar year. This 500 cubic yards will be separate from the 1,000 cubic yards available to municipalities. Even after Resource Recovery has notified eligible municipalities, there may be periods where compost is not available.

**Requests:** After RI Public Schools have approached their municipality and the city/town is unable to help, schools should direct requests to the Municipal Program Coordinator by email at [municipal@rirrc.org](mailto:municipal@rirrc.org) or by phone at 942-1430 x252. A brief written or verbal description of planned use must be provided, along with the amount of cubic yards requested.

**Use:** Finished compost must be used for a school project, such as use in school gardens, planting trees, and other approved projects. It may not be given away or sold in any way.

**Approval:** Within 48 hours of initial request, the request will be approved or denied with notification by phone or email. Requests may be denied because: the school has not applied through the municipality, the proposed use is not a school project, or wholesale needs are anticipated. Requests may be placed on hold if there is no finished compost available at the time of request.

**Pickup:** Approved requests must be picked up within 30 days of approval. Requests that have not been picked up will be canceled. Approved requests can be picked up by stopping by the main scale house and following the instructions of Resource Recovery staff.

**Project Completion:** Upon completion of municipal or school projects, pictures of the process or finished project should be submitted to the Municipal Program Coordinator. These photos may be used to promote our Class A Rhode Island Compost.

Should you have any questions, please contact the Municipal Program Coordinator by email at [municipal@rirrc.org](mailto:municipal@rirrc.org) or by phone at 942-1430 x252.

Last updated: 03/05/2019; visit [www.rirrc.org](http://www.rirrc.org) for most up-to-date version.



**RECYCLING PROFIT SHARE REPORTING FORM**

Pursuant to our agreements, Rhode Island Resource Recovery Corporation (Resource Recovery) requires that municipalities use profit share funds to further enhance and expand the municipal recycling and diversion program. Municipalities must also complete this form for the previous fiscal year’s profit share funds use by August 1.

Please complete the form (and attach additional pages if needed) to [municipal@rirrc.org](mailto:municipal@rirrc.org) or fax to (401) 946-5174 by August 1. Please email us if you are having trouble filling out this pdf form.

City/Town of: \_\_\_\_\_

Name of person submitting report: \_\_\_\_\_

Amount of Profit Share being reported on: \_\_\_\_\_

ACTIVITY	AMOUNT USED	BENEFIT TO COMMUNITY / ANTICIPATED OUTCOME

TOTAL AMOUNT USED	AMOUNT REMAINING	WHERE ARE REMAINING FUNDS BEING KEPT?



# Municipal Grant Policy

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From time to time, and when finances allow, the Board of Commissioners of the Rhode Island Resource Recovery Corporation (Resource Recovery) may make funding available for municipal grant requests. In such instances, administration of funded grant rounds shall be in accordance with the following:

## FUNDING PRIORITIES

Funding priority is given to applications that:

- Reduce contamination of the mixed recycling stream;
- Educate Rhode Islanders on solid waste management principles, including recycling right;
- Provide opportunities for Rhode Islanders to recycle in public spaces and athletic fields;
- Provide safe, environmentally compliant, clean and affordable solid waste and recycling services;
- Promote source reduction, recycling, waste prevention, and reuse of materials;
- Conserve space in the Rhode Island Central Landfill for non-organic, non-recyclable waste;
- Are focused on long-range solutions to solid waste diversion challenges;
- Initiate recycling programs for public-private partnerships;
- Show a high likelihood of success and potential to be replicated; and
- Provide like educational opportunities to municipal waste management professionals and staff members providing associated services.

## GRANT APPLICATIONS

### Deadlines & Available Funding

Administration of the Municipal Grant Policy will follow Resource Recovery's fiscal year. The funding to be made available in any given year will be determined through the annual budgeting process. Municipal representatives will be notified of these levels and associated application deadlines for the coming year via email within ten business days of the budget's adoption. This information will also be posted to Resource Recovery's [Grant Program webpage](#) within the same time frame.

### Forms

Applicants must submit grant requests using the appropriate application forms available on the [Grant Program webpage](#). Separate application forms must be submitted for each project, training request or municipal employee. Completed grant application forms shall be sent to the Municipal Program Coordinator by: email (preferred) to [municipal@rirrc.org](mailto:municipal@rirrc.org), fax to (401) 946-5174, or mail: Municipal Program Coordinator, RI Resource Recovery, 65 Shun Pike, Johnston, RI 02919. If mailing, please prepare one double-sided copy to conserve paper.



### **Project-based grants**

Project-based grants may be for a one-time expenditure, such as for recycling bins for athletic fields or public spaces, or for ongoing educational support materials, such as residential direct mailings about municipal recycling and diversion programs. Where applicable, Resource Recovery's standardized materials such as recycling labels and guidelines shall be used. Grant funding can also provide ongoing partial support for municipal recycling coordinators.

Project-based grant requests may not exceed the total amount made available in any grant round and each must include a dollar-for-dollar municipal match to ensure commitment, shared responsibility, and sustainability. Project-based grant requests for recycling services and infrastructure such as recycling bins, carts, barrels for public spaces, events and athletic fields do not need to demonstrate a match.

Applicants must include the following information in their grant application, while considering Resource Recovery's mission and funding priorities:

- 1) Project description: detailed description of the work to be performed.
- 2) Project need: a brief explanation of why the project is needed.
- 3) Project purpose: summary discussion of how the proposed project meets the identified need.
- 4) Expected results: including who will benefit, how many people will participate, and the establishment of specific performance measures that will be used in gauging the success of the project in meeting the identified need (e.g. percent of population educated, pounds of waste diverted, changes to recycling and or load rejection rates).
- 5) Project Schedule: including quarterly benchmarks and milestones.
- 6) Project budget: including a chart or spreadsheet containing the description of the item, vendor, quantity, unit and total costs, amount requested for reimbursement and the municipal matching component (if applicable).
- 7) Name and title of municipal project manager.
- 8) Additional pages or documents should be submitted to supplement the Grant Application Form, including quotes from vendors, product specifications and other relevant information.

### **Training-based grants**

Training-based grants support educational opportunities for municipal waste management professionals and associated staff. These may be submitted at any time on a rolling basis and do not need to demonstrate a match. Funding is limited to registration costs only however. Travel, lodging, per diem, other incidentals, testing and certification expenses are not eligible for grant funding.

## **ELIGIBILITY & AWARD**

Only municipalities with a signed municipal contract for the fiscal year in which they are applying for funding and whose accounts with Resource Recovery are current are eligible for award.

In making awards, each request will first be evaluated by Resource Recovery staff to determine eligibility and alignment with the program's requirements. Grant applications may then be reviewed by the Board of Commissioners' Environmental-Recycling Subcommittee for recommendation to the full Board. All grant applications are then subject to review and approval by the Board of Commissioners.

The Board of Commissioners reserves the right to fully fund, partially fund, or deny funding requests. No applicant is guaranteed funding at any level, even if all basic criteria have been met. Prior funding does not guarantee support in current or future years.

Applicants will be notified of the outcome of the review process via email within ten business days of Board action.

## **POST-GRANT AWARD**

### **Reporting**

Project-based grant recipients must provide quarterly reporting to Resource Recovery by no later than September 30, December 31, March 31 and June 30 of each year. Recipients of training-based grants must only provide one final report following completion of the training activity. All reports must utilize the forms made available on the [Grant Program webpage](#) and be submitted using the process outlined above in [Forms](#).

Failure to report and/or provide sufficient reporting information in a timely fashion may result in exclusion from future grant rounds.

### **Disbursement of Funds**

Payment of grant funds to recipients shall be as a reimbursement of approved expenditures only. Grant funds will not be made available in advance of associated expenditures having been made. Requests for payment are to be made through the reporting process described above and can occur as regularly as quarterly or at the time of project completion and final reporting.

Reimbursement requests must be accompanied by an itemized invoice to Resource Recovery from the grantee on city/town letterhead as well as supporting invoices documenting the eligible expenses that the municipality has incurred on behalf of the project. Continued funding will depend upon demonstrated outcomes and adherence to reimbursement guidelines. Resource Recovery staff may ask for additional reports if project results have not been realized at the time of final reimbursement.

### **Expiration and Extension**

Projects must be completed no later than the grant expiration date provided in the award notice. Extensions may be requested of and decided upon by the Municipal Program Coordinator for just cause. If a municipality does not request an extension before the grant expiration date, the grant will expire.



## On-site Customer Safety Policy

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The following requirements have been put in place to help ensure the safety of Rhode Island Resource Recovery Corporation (RIRRC) customers and staff. Be advised that failure to comply with these may result in load rejection or offenders being permanently banned from the facility.

1. All customers are required to follow the direction of RIRRC staff when onsite with no exception.
2. All commercial vehicles and operators must comply with all Federal and State regulations. Any disabled vehicle must use traffic cones or emergency reflector triangles to warn on-coming traffic. The use of road flares is not permitted anywhere on RIRRC property.
3. Any accident or incident that occurs onsite is required to be immediately reported to the nearest RIRRC staff member.
4. High visibility vests or ANSI class 2 clothing, puncture resistant boots and long pants are required to always be worn on site. Use of designated facilities without these is prohibited as are the wearing of shorts, tennis, and open toed shoes.
5. Smoking, vaping, and salvaging are also prohibited on site as is the use of cell phones while operating any vehicle or hydraulic implements.
6. The speed limit on site is 15 MPH, no passing is allowed, and all drivers are required to obey posted traffic control devices.
7. RIRRC vehicles and equipment always have the right of way while onsite. As such, drivers must be prepared to slow down and stop at all intersections and equipment crossings.
8. All loads must remain covered until you have reached your designated unloading area. Tarps or covers should never be removed while on the scales or along our roadways.
9. Trucks using the landfill are expected to keep 15 feet apart while dumping in the active working area. If a vehicle pulls within 15 feet of your vehicle you must suspend operation until that vehicle has moved. Trailer dump trucks must remain 50 feet apart when dumping.
10. Customers using the Transfer Station or Compost receiving area must always remain with their vehicle and minors are not allowed outside the vehicle.
11. If you are dumping in line with other vehicles, you must wait for those on either side of you to come to a complete stop before exiting your vehicle.

Last updated: 12/20/22; visit [www.rirrc.org](http://www.rirrc.org) for most up-to-date version.

12. Only the driver is allowed to exit the vehicle while in the active landfill working area. Once outside, he or she must always stay with their vehicle, must not wander off or walk behind any vehicle or pass beneath or within any raised or open and unsecured tailgate.
13. Drivers are responsible for securing their own tailgates, turn buckles and latches and cleaning off any debris from aprons, bumpers, and tail gates prior to exiting the disposal area.
14. During inclement weather, exiting trucks may be diverted through the wheel washer. If the wheel wash diversion lane is in use, you are required to use it.
15. Should a vehicle become stuck or disabled while onsite, RIRRC will tow it out of the traffic pattern with the driver's permission. In such instances drivers will be required to hook the tow chain, or cable to their vehicle to prevent damage. Any further towing services needed to remove the vehicle from the site will be the responsibility of the vehicle owner/operator.
16. All vehicles are subject to random load inspections by RIRRC staff while onsite. If selected for a random check, please cooperate with RIRRC staff to avoid unnecessary delays.

If at any time you feel you are in an unsafe situation, remain in your vehicle and contact RIRRC directly. Staff can be reached by telephone at (401) 228-3102 and via CB radio on channel 12. **In the event of an emergency dial 911 and report your address as 65 Shun Pike, Johnston, RI.**

## AMENDMENT TWO

### AGREEMENT FOR RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION

BETWEEN

WASTE MANAGEMENT OF RHODE ISLAND, INC.

AND

CITY OF PROVIDENCE

An Agreement was made and effective as of the 1<sup>st</sup> day of March 2018 subsequently amended by Amendment One executed on October 22<sup>nd</sup> 2020, by and between the City of Providence ("City"), a body corporate and politic of the State of Rhode Island, whose address is 25 Dorrance Street, Providence Rhode Island 02903, and Waste Management of Rhode Island, Inc. ("WMRI"), a corporation whose address is 1610 Pontiac Avenue Cranston, RI 02920.

Based upon certain undertakings and agreements on the part of WMRI and the City, subject to the terms of this Amendment Two the parties do hereby agree to modify the Agreement.

***Now, therefore,*** for valuable consideration, the parties agree as follows:

1. Pursuant to Article 4.1 the City requests and WMRI agrees to extend the Agreement for a period of one (1) year commencing July 1, 2023 and ending on June 30, 2024. The City may, at its discretion, with the consent of WMRI, grant up to one (1) extension of this Agreement for a period of one (1) year, provided that such extension shall be noticed to WMRI not less than six (6) months prior to the expiration date of this Amendment Two.
2. This Amendment Two shall become effective July 1, 2023.
3. Pursuant to Section 6.13 Pricing, the schedule of charges shall be replaced in its entirety effective July 1, 2023, with the following:

Service Type:	Monthly Cost of Service 01JUL2023-30JUNE24 (Extension Year)	Monthly Cost of Service 01JUL2024-30JUNE25 (Extension Year)
65-gallon Refuse Container	\$343,500	\$394,000
96-gallon Recycling Container	\$310,250	\$326,150
Yard Waste and Holiday Tree collection service (approximately 9.45 months of service)	\$89,500	\$95,300
Annual Totals	\$8,672,775	\$9,542,385

- Prices above assume the City will forgo the \$349,000 in unused funding available to it under the Agreement expiring 6/30/23 for mattress collection, cart supply and education and these funding programs will not be carried forward during the extension period.
- Prices above assume the Agreement will be extended for one (1) year from 7/1/23 to 6/30/24. In the event the City elects to extend for a second year, the rates specified in year two will be applicable and WMRI would offer a credit of \$200,000 applicable to either FY24 or FY25 or split in increments of the City's choice. An amendment to extend the term must be fully executed on or before April 1, 2024 for the credit to be applicable.
- Prices above include appointment-based collection of bulky waste (excluding mattresses and box springs). WMRI would be prepared to institute a resident paid fee based bulk collection with all proceeds being returned to the City. Additionally, the City at its election with 90 days written notification to WMRI, may eliminate in its entirety WMRI's obligation to collect all bulk items including white goods, CRT's/electronics, and mattresses. Upon relief from this obligation, WMRI will reduce the total contract price by \$40,000 per month.
- Monthly charge for Yard Waste and Holiday Tree collection will be prorated on any partial months by dividing the monthly cost by 21.66 and multiplying by the actual collection days performed in any partial month.
- Should the City direct WMRI to collect mattresses and box springs, WMRI shall accept requests for service from residents, schedule collection and charge the resident (or the City at its election) a fee of \$28.50 per mattress or box spring to be paid in advance. The City may also request WMRI to collect

mattresses and box springs on occasion and the same fee of \$28.50 would be invoiced to the City. Rate shall increase 6.5% in year two. Mattresses and box springs must meet all conditions of the recycling vendor chosen by the City/State through the producer responsibility program including but not limited to being bagged, dry and free of bed bugs to qualify for collection. In the event WMRI goes to a location where the mattress or box spring does not meet the conditions required for collection, WMRI shall affix a rejection tag to the item, retain the collection fee and the City shall be responsible for any additional cost for collection and disposal of the rejected item. The price included herein does not include the cost for recycling/disposal of mattresses and assumes the State's producer responsibility program will continue to subsidize the cost for recycling/disposal. In the event the recycling/disposal subsidy program is altered or eliminated, the parties agree to negotiate in good faith a revised fee to recover any additional costs that may be incurred by WMRI.

- The cost to provide the overflow bag program will be \$1.75 per bag. This fee includes the procurement of the bags, distribution to local stores and curbside collection of the bags. The overflow bag program shall be subject to all of the conditions set forth in the "Memorandum of Understanding" dated October 12, 2018 attached hereto.
- The price to provide any roll-off service with delivery to RIRRC or comparable distance will be \$210.00 per haul. Rate shall increase by 6.5% in year two.
- In the event RIRRC will not accept the City's CRT's and electronics for recycling, WMRI agrees to transport the items collected to an alternative processor located in Coventry, RI. The additional transportation cost shall be \$3,200 per month in year one and shall increase by 6.5% in year two.
- In addition to the fees outlined, the cost of providing services shall also be adjusted to reflect changes in the cost of CNG fuel. The adjustment is to be based on the increase or decrease of CNG fuel cost, as measured by the US department of energy, (<https://www.afdc.energy.gov/fuels/prces.html>) . for the New England Region from the established baseline cost of \$2.72 per DGE (including taxes) of CNG fuel. The increase or decrease, as compared to the baseline cost, will be applied to the volume of fuel used, which will be fixed at 17,000 gallons per month. Adjustments will be made biannually on January 1 and July 1, based on the average index cost of CNG for the two calendar quarters prior to the adjustment (1/1/23 and 4/1/23 for the July 2023 adjustment). The average index cost is determined by adding the price for the previous two quarters and dividing by two.

*Remainder of this page left intentionally blank*

All other terms and conditions of the original Agreement will remain unchanged and in full force and effect except as specifically modified herein.

*In witness thereof*, the parties have caused this Amendment Two to be executed by their respective authorized officers or agents on the date set forth below.

CITY OF PROVIDENCE

WASTE MANAGEMENT OF  
RHODE ISLAND, INC.

By : \_\_\_\_\_  
Courtney Hawkins  
Chief Operating Officer

By : \_\_\_\_\_  
Chris DeSantis, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Certification that funds are available:

By: \_\_\_\_\_  
Financial Director

\_\_\_\_\_  
Date

Approved as to form

By: \_\_\_\_\_  
City Solicitor

\_\_\_\_\_  
Date