

# RESOLUTION OF THE CITY COUNCIL

No. 386

Approved August 8, 2014

RESOLVED, That His Honor the Mayor, is requested to execute an agreement to provide Solid Waste and Recycling Services with Rhode Island Resource Recovery Corporation, to provide such services to the City for the period between July 1, 2014 through June 30, 2017.

IN CITY COUNCIL

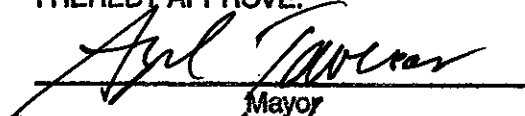
AUG 04 2014

READ AND PASSED

  
PRES.

  
CLERK  
ACTING

I HEREBY APPROVE.

  
Mayor  
Date: 8/8/14

COMMITTEE ON WASTE SERVICES  
REFERRED TO COMMITTEE  
FIRST READING  
IN CITY COUNCIL  
AUGUST 11, 2014

IN CITY COUNCIL  
AUGUST 11, 2014  
RESOLVED PASSED  
UNANIMOUSLY



Mayor of Providence

Angel Taveras

July 10, 2014

**HAND-DELIVERED**

Hon. Michael A. Solomon  
President  
Providence City Council  
Providence City Hall  
Providence, RI 02903

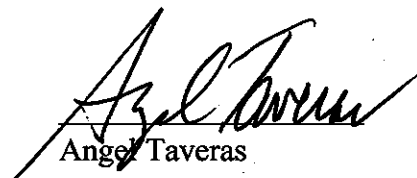
*RE: RIRRC SOLID WASTE and RECYCLING AGREEMENT*

Dear President Solomon,

Please find enclosed with this correspondence Providence's Solid Waste and Recycling Services Agreement between the Rhode Island Resource Recovery Corporation and the City of Providence for a time period from between July 1, 2014 through June 30, 2017.

I hereby submit the enclosed agreement to the Providence City Council for ratification.

Sincerely,

  
Angel Taveras  
Mayor

Enclosure

City of Providence, Rhode Island 02903-1789  
Phone (401) 421-7740 Fax (401) 274-8240

## **SOLID WASTE AND RECYCLING SERVICES AGREEMENT**

**Between the**

**RHODE ISLAND RESOURCE RECOVERY THE CORPORATION**

**And**

**THE CITY OF PROVIDENCE**

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (Agreement), made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and jointly between RHODE ISLAND RESOURCE RECOVERY THE CORPORATION, ("The Corporation" or "Corporation") 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 is a three-year period from July 1, 2014 through June 30, 2017. **The effective date of this Agreement shall commence on the date first appearing above** and end on June 30, 2017, unless sooner terminated or extended as provided herein. Fiscal Year 2015 is the one-year period from July 1, 2014 through June 30, 2015, Fiscal Year 2016 is the one-year period from July 1, 2015 through June 30, 2016, and Fiscal Year 2017 is the one-year period from July 1, 2016 through June 30, 2017.
2. **DISPOSAL OF 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 in 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.

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 except where Municipality has implemented a commercial recycling program for which it has assumed responsibility for collection, either directly by municipal employees or through a

contract or license.

3. **COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW and Recyclables delivered to the Corporation's Facilities by Municipality, its agents and contractors 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. Municipality, and its agents, contractors and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Municipality, and its agents, contractors and employees, shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Municipality, or any agent, contractor or employee of Municipality 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 Municipality's vehicle, whether or not it has been off-loaded. The Corporation's Customer Safety Rules are attached as **Attachment 5**.

4. **FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation \$32 per ton for the disposal of all its non-segregated MSW up to its annual Cap Tonnage.

During the term of this Agreement, Municipality agrees to pay the Corporation the lower of either \$75.00/ton OR the 1000-ton commercial solid waste contract fee, which is currently \$54/ton, for disposal of all MSW in excess of its annual Cap Tonnage.

"Cap Tonnage" means the MSW tonnage established by the Corporation for each municipality. The MSW Cap is calculated in accordance with Rule "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure", adopted by the RI Secretary of State June 6, 2012 (**Attachment I**). The target waste diversion rate used in the cap calculation procedure is 35 percent (35%). The Cap shall be adjusted each year according to the established Rule. The new municipal Cap shall be distributed to no later than May 1 and shall constitute an addendum to this Agreement.

5. **BILLING AND PAYMENT.** The Corporation shall bill Municipality monthly for the disposal of MSW at the Landfill and Municipality agrees to pay all sums due within thirty (30) days of invoice date.
6. **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, 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 as stated in Section 5 with the issuance of each month's invoice.
7. **AGREEMENT EXECUTION DEADLINE.** MUNICIPALITY shall return a fully executed Agreement to the Corporation by close of business **August 1, 2014**. The 1000-ton commercial contract solid waste disposal fee as referenced above shall be charged to MUNICIPALITY for each ton disposed beyond August 1, 2014 and up to the date the Agreement is fully executed, after which the MSW rate as set in Section 4 shall be applied. There shall be no retroactive adjustments made to any contract commercial solid waste disposal fees charged to MUNICIPALITY during the time MUNICIPALITY was disposing MSW without a fully executed Agreement past the Agreement Execution Deadline.

**8. 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 Recyclables which are collected within its borders under its municipal recycling program, unless specifically allowed to deliver recyclables elsewhere. MUNICIPALITY must request in writing permission from the Director of Recycling Services to direct MRF allowable recyclables to an alternate recycler. Requests will be considered on an annual basis. The Corporation agrees to process and market one hundred percent (100%) of said Recyclables that are delivered in saleable condition, for as long as such markets exist and it is economically beneficial to do so. For purposes of this Agreement, "Recyclables" generally includes but are not limited to materials generated by a household during the normal course of the day and which are then placed in a recycling container set out for collection or are delivered to a recycling drop off. Accepted MRF recyclables, and their acceptance criteria, are listed in **Attachment 2**. MUNICIPALITY agrees to deliver these Recyclables regardless of whether these Recyclables are collected in a curbside program or through a drop-off program. Additional materials may be allowed in the program pursuant to revisions of the RI Department of Environmental Management Municipal Recycling Regulations, and would therefore be subject to the terms of this Agreement.

a. **Moisture Prohibition.** Municipality shall take every precaution to ensure that recyclables are delivered to the MRF free of excess moisture. Loads that are determined to be too wet to process, meaning saturated with liquid, shall be subject to rejection. Such determination shall be made by the MRF Operations Supervisor and shall be binding. Rejected loads will be recoded as MSW, be taken to the landfill for disposal, and a disposal fee equal to \$32/ton (if under the cap) or \$54/ton (if over the cap) shall be charged to the municipality. An equipment use fee will also be applied to rejected loads.

**9. TRANSFER OF RECYCLABLES.** MUNICIPALITY must apply to the Corporation in writing for permission to use a transfer station to transfer Recyclables from a curbside collection vehicle to a trailer truck for transport to the MRF. Recyclables can be transferred only if the Corporation grants, in writing, permission to do so under the following conditions:

- a. The transfer station to be used by municipality must be initially inspected and certified by the Corporation before the transfer of Recyclables can begin.
- b. Municipality must fully comply with all terms and conditions of the Corporation's Recyclables Transfer Policy (see **Attachment 3**).
- c. Municipality must demonstrate to the Corporation's satisfaction that the transfer of Recyclables according to the aforementioned Recyclables Transfer Policy will result in a significant cost saving.
- d. The Corporation shall retain the right to additionally inspect the transfer station with respect to the transfer of Recyclables. If the transfer station is privately-owned, the Corporation's inspection rights must be granted before permission to transfer Recyclables is granted.
- e. The Corporation also reserves the right to audit any weight transaction reports pertaining to the transfer of Municipality's Recyclables.
- f. If the Recyclables Transfer Policy or any part of this Section 9 is violated in any way by Municipality or Municipality's hauler for any reason, the Corporation may terminate this Agreement.

**10. MUNICIPAL RECYCLABLES TIP FEE FREE.** Municipal Recyclables, as delineated in Section

8 and Attachment 2 of this Agreement, shall be delivered to the MRF at 33 Shun Pike, Johnston by Municipality and accepted for processing by the Corporation tip fee free, pursuant to RIGL 23-19-31.

11. **DISPOSAL FEES FOR OTHER MATERIALS.** PROPOSED FEES EFFECTIVE FISCAL YEAR 2015 (Some fees are determined by State Statute and may be subject to change as decided by the General Assembly; Fees are pending RIRRC Board of Commissioners approval):

a. **White Goods.** MUNICIPALITY agrees to pay the Corporation a fee of \$0.00 per ton for white goods, and when applicable, a \$12.00 per unit Freon Removal Fee.

b. **Leaf & Yard Waste.** For the term of this agreement and pursuant to RIGL 23-19-3, MUNICIPALITY agrees to pay the Corporation a fee of \$0.00 per ton for leaf and yard waste up to its annual leaf and yard waste Cap. "L&Y Cap" shall mean the leaf and yard waste tonnage established by the Corporation for each municipality. The leaf and yard waste Cap is calculated by multiplying the municipal population (as determined by the State of Rhode Island Statewide Planning Population Projections) by .025 tons. Leaf and yard waste caps shall be adjusted annually. MUNICIPALITY agrees to pay the Corporation \$25.00 per ton for the disposal of all leaf and yard waste in excess of its annual leaf and yard waste cap. The over the cap fee for L&Y is established by the General Assembly, and as such is subject to change as they determine. The L&Y Cap shall be adjusted each year according to the established Rule, "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure". The new L&Y Cap shall be distributed to MUNICIPALITY no later than May 1 and shall constitute an addendum to this Agreement.

Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. The Leaf and Yard Waste Cap Sharing Procedure is attached to this Agreement as **Attachment 4**.

c. **Tires.** Municipality agrees to pay the Corporation:

- 1) A fee of \$50.00 per ton for segregated loads of waste tires, or
- 2) A fee of \$2.50 per segregated waste tire.

**MUNICIPALITY is encouraged to find an alternate disposal or recycling option for tires.**

d. **Mattresses and Box Springs.** Municipality agrees to pay the Corporation:

- 1) A fee of \$250.00 per ton for segregated loads of mattresses and/or box springs, or
- 2) A fee of \$15.00 per unit for segregated mattresses and/or box springs, or
- 3) A fee of \$50.00 per unit for landfilled mattresses and box springs.

Commencing in calendar year 2015, mattresses and box springs will be subject to RIGL 23-88, the Responsible Recycling, Reuse, and Disposal of Mattresses Act. This Act is a manufacturer financed recycling program; MUNICIPALITY shall not be required to participate in the manufacturer program, however MUNICIPALITY is highly encouraged to do so. It is the hope that the Mattress Recycling Council will be able to begin the program in late 2015, however their start date may not be until early 2016.

e. **Construction and Demolition Debris (C&DD).** Acceptable Municipal C&DD is only

that material as defined by RI Department of Environmental Management Solid Waste Regulation 1.3.47 that is delivered by a municipality. Municipal C&DD tonnage is considered MSW and will be applied against the municipality's annual Cap Tonnage as defined in Section 4 and charged accordingly. It is recommended that municipalities attempt to find alternate outlets for C&DD.

f. **Rejected Loads.** There will be a **\$250 equipment use and reload fee** assessed for any load of municipal recyclables that are rejected by the MRF and that must be reloaded into a vehicle. The tonnage associated with the rejected load will be charged to the municipality at its MSW rate.

**MRF Load Inspection and Rejection Procedure**

Inbound loads of recyclable material are inspected by the MRF staff to ensure that the minimum quality standards are met. The minimum quality standard is defined as a load having no more than 10% of non-recyclable material by either weight or volume. (See Attachment 2 for recyclable material specifications). Loads may also be rejected upon discovery of items that would cause damage to MRF equipment or personnel, such as, but not limited to, garden hoses, chains, cables, bricks, dead animals, propane tanks, or metal pipes. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the MUNICIPALITY verbally and electronically (e-mail) regarding any rejected loads. This notification will occur verbally no later than the close of business on the day of the rejected load, with electronic detail following within 48 hours of the rejection. Rejected loads are subject to a \$250 equipment use fee, due to required cleanup of tipping floor and hauling rejected materials to the landfill. Continued failure of a customer to meet the minimum quality standards could result in the termination of the agreement. 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.

12. **COMPOST FOR CONTRACT MUNICIPALITIES.** The Corporation will, from time to time, make finished compost available free of charge to those municipalities with Solid Waste and Recycling Services Agreements who have also delivered leaf and yard waste to the Corporation during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, the Corporation will provide notice and the municipalities will be allowed to pick up free compost for their use.

13. **RECYCLING INCENTIVES.**

As recommended by the RI Solid Waste Management Plan adopted by the RI Department of Administration Statewide Planning Program, the Corporation will continue its municipal recycling funding program to assist Rhode Island municipalities with the cost of improving waste reduction and recycling programs in order to achieve increased waste diversion rates. To be eligible to participate in the recycling incentive program, municipalities must have a current, fully executed Agreement with the Corporation. The incentive program shall include:

a. When Corporation finances allow, a MRF profit share shall be offered to eligible municipalities. MRF profit share that 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 "Profit Share Annual Reporting Form" to record and report to the Corporation the use or intended use of the prior year's profit share. The Annual Reporting Form is available from the Recycling Program Manager and shall be due to the Corporation by August 1.

**Condition - The Corporation will offset any and all profit share funds from any municipality with a receivable greater than 60 days on the Corporation's monthly Account Receivable Aged Balance Report.**

- b. When Corporation finances allow, a competitive waste reduction and recycling program enhancement grant program will provide funding for RIRRC approved municipal proposals for enhanced recycling programs or procedures which support the Corporation's objectives of increasing waste diversion. Grant awards must be used solely for the purpose and program for which the municipality's grant application has been approved. Grants are not transferable, either year to year or entity to entity.
- c. A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins (excludes totes/carts, deskside, apartment sized, and other specialty recycling containers).
- d. A Fiscal Year-End Tip Fee rebate shall be applied in the following manner to those municipalities that qualify:
  - (1) Base Level Tip Fee: Thirty-two dollars (\$32.00) per ton for any municipality that recycles between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF.
  - (2) One Dollar (\$1.00) Per Ton Rebate: Thirty-one dollars (\$31.00) per ton for any municipality that recycles between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.
  - (3) Two Dollars (\$2.00) Per Ton Rebate: Thirty dollars (\$30.00) per ton for any municipality that recycles between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.
  - (4) Three Dollars (\$3.00) Per Ton Rebate: Twenty-nine dollars (\$29.00) per ton for any municipality that recycles thirty-five percent (35%) or more of its solid waste at the MRF.
  - (5) The Corporation shall issue a rebate not later than September 1 of each year to those municipalities qualifying for a year-end tipping fee adjustment according to the municipality's actual recorded tonnage delivered to the MRF and in accordance with the provisions of the municipality's current-year signed solid waste and recycling services agreement with the corporation.

14. **INFORMATION.** If Municipality engages the services of a private company or contractor to collect and/or transport MSW, including Segregated Solid Waste and Recyclable materials, 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.

**15. TERMINATIONS AND REMEDIES.**

**TERMINATIONS.** This Agreement may be terminated due to:

- a. Breach of any duty and/or obligation under this Agreement which is not cured within thirty days of notice by either party.
- b. Change of circumstances which prohibit or significantly impair either party's ability to perform its duties and/or obligations under this Agreement.
- c. The Corporation has the absolute right in its sole discretion to terminate this Agreement and prohibit any deliveries 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.

**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:

- a. commence an action for damages and for injunctive relief;
- b. pursue any other remedies available to it by law; and/or
- c. The Corporation may refuse to provide Municipality with any Solid Waste Disposal or Recycling services or Municipality may refuse to bring all Solid Waste and Recyclables to The Corporation's facilities.

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.

- 16. UNACCEPTABLE MATERIALS.** Neither Solid Waste nor Recyclables delivered pursuant to this Agreement may contain any waste generated or collected outside the State of Rhode Island, hazardous waste, as defined in Subsection 23-19.1-4 (4) (i) of the Rhode Island General Laws or any other waste which U.S. Environmental Protection Agency, R.I. Department of Environmental Management or Corporation statutes or regulations prohibit for disposal at the Central Landfill.

- 17. LICENSE RETRICTIONS AND REQUIREMENTS.** The Corporation is currently utilizing the Phase V landfill cell to dispose of MSW and may begin to use Phase VI during the course of this agreement. Municipality agrees to be bound by any additional requirements and/or restrictions,

which may be imposed by the RI Department of Environmental Management as a requirement of the Phase V and Phase VI operating license or by a change in the regulations.

18. **HOURS OF OPERATION.** The normal hours for receiving Solid Waste at the Landfill 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., (except following a state holiday, whereby the Landfill will remain open until 2:00 p.m. on Saturday). Normal hours for receiving recyclables on the Tip Floor at the MRF are 6:00 a.m. to 4:00 p.m. Monday through Friday, and Saturday 6:00 a.m. to noon. Collection vehicles must be weighed in no later than 3:30 p.m. Monday through Friday, and no later than 11:30 a.m. on Saturday. The Corporation may change these hours upon reasonable notice to Municipality. 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. 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.
19. **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 first obtaining the prior written consent of 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, which shall have the option to terminate this Agreement within fifteen (15) days of receiving the notice provided, however, that Municipality shall have no termination option if the sale or assignment is to an entity or agency of the State of Rhode Island.
20. **INDEMNIFICATION.**
  - a. Corporation agrees to indemnify, save harmless, and defend Municipality from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, caused, in whole or in part, by any negligent or willful act or omission of Corporation's employees, agents, or contractors in the performance of this Agreement; or any violation by Corporation of any applicable law, rule, or regulation.
  - b. Municipality agrees to indemnify, save harmless, and defend Corporation from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and the expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Corporation may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on Corporation's property or the environment, caused, in whole or in part by any negligent or willful act or omission of Municipality's employees, agents, or contractors in the performance of this contract; or any violation by Municipality of any applicable law, rule, or regulation.
21. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
23. **ENTIRE AGREEMENT.** This Agreement represents 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.
24. **SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

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: \_\_\_\_\_  
Michael J. OConnell, Executive Director

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Sarah Kite-Reeves, Director of Recycling Services

**FOR THE MUNICIPALITY:**

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

\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Title: \_\_\_\_\_

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

\_\_\_\_\_  
(SIGNATURE) Dated: \_\_\_\_\_

\_\_\_\_\_  
(NAME PRINTED OR TYPED)  
Solicitor for THE CITY OF PROVIDENCE

## Attachment 1

### Rhode Island Resource Recovery Municipal Cap Calculation Procedure

January 12, 2012

#### PURPOSE:

In accordance with RIGL §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").

#### OVERVIEW:

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.

#### PROCEDURE:

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.  $\{statewide\ Cap \times (1-0.35)\}$ .
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:
$$\{Population\ Estimate\} + \{Seasonal\ households \times occupants\ per\ seasonal\ household \times 3.5\ months / 12\ months\ per\ year\}$$
5. Calculate each municipality's **Cap** by multiplying its percentage of the total statewide **seasonally adjusted population** by the total **statewide Cap**.



## **Material Specifications and Delivery Standards for Single Stream Recycling**

### **1.1 General**

- 1.1.1 Reasonable attempts must be made to keep the material dry and free of snow and ice, particularly the paper/fiber.
- 1.1.2 Food and Beverage Containers may be commingled with the paper/fiber material.
- 1.1.3 Food, beverage, aerosol and all other containers must be empty and free of liquids or other contents.
- 1.1.4 All materials must arrive loose unless approved in advance by the Corporation.
- 1.1.5 No material should be contained in plastic bags, with the exception of shredded paper.
- 1.1.6 All attempts must be made to comingle the fiber material with the container material for proper processing at the MRF.
- 1.1.7 Strictly prohibited are those materials that are capable of being tied in a knot or may wrap around sorting equipment, such as but not limited to: string, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, yarn, strapping, fishing line and flexible clothes dryer vent tubing.

### **1.2 Paper / Fiber Material**

- 1.2.1 Newspaper shall consist of newsprint and newspaper inserts, Rotogravure and colored sections are acceptable. Newspaper may arrive in paper shopping bags, or mixed with residential mixed paper. All grades of paper must be delivered without yellowing. Newspaper, magazines and cardboard should not be tied into a bundle.
- 1.2.2 Shredded paper must be contained in a clear, relatively transparent or opaque plastic bag. Double bagging of shredded paper is preferred.
- 1.2.3 White Ledger and office paper is acceptable.
- 1.2.4 Corrugated Containers shall consist of corrugated cardboard boxes, substantially clean and dry, empty and free of wood, plastic, Styrofoam and other packing materials. Large corrugated cardboard boxes shall be flattened, be less than 6 ft. x 6 ft, large flat pieces / sections are preferred to small pieces. Material may arrive loose or compacted.
- 1.2.5 Mixed Residential Paper shall consist of a mix of the following: mail, envelopes, magazines, catalogs, phone books, writing paper, paper-back books and paper bags. Thin Cardboard shall include gift-type boxes, shoe boxes, cereal boxes, cores from empty paper towel rolls and other packaged food boxes, without foil accents and devoid of ribbons or other petroleum-based ties or wraps. Brown Paper Bags shall consist of Kraft bags and packaging.
- 1.2.6 Hard cover books are acceptable although covers must be removed. Covers should be disposed of in the trash once removed from book. The paper part of the book may be recycled.

### 1.3 Mixed Recyclables / Containers

- 1.3.1 Aluminum shall consist of beverage containers, foil, pie plates and other single-use bakeware. Aluminum beverage containers shall be rinsed, and pie plates, bakeware and foil shall be clean and empty. All aerosol cans must be completely empty of pressurized contents.
- 1.3.2 "Steel" Food, Beverage and Household Containers shall consist of tinned steel food containers, usually no greater than one gallon in size and substantially emptied of contents and contaminants, rinsed. All aerosol cans must be completely empty of pressurized contents. Empty steel latex cans are acceptable.
- 1.3.3 Glass containers (bottles) shall consist of empty, rinsed, unbroken clear, green, or brown container glass. Labels and lids may remain.
- 1.3.4 Loads containing high concentrations of glass, 50% or more, are prohibited. However, dedicated loads consisting solely of glass containers with no other comingled materials are acceptable for tipping at our glass stockpile. Advanced notice of dedicated deliveries of glass is required.
- 1.3.5 Plastic Bottles and Jugs shall include all #1 "PETE" plastic bottles (e.g. soda, salad dressing and shampoo and peanut butter containers), and #2 "HDPE" bottles and jugs (e.g. milk, water, juice and cider jugs, laundry detergent and shampoo bottles) two-gallons in size and smaller. All containers must be empty and rinsed. It is acceptable to leave caps, lids and covers loosely in place on the containers.
- 1.3.6 Paper Milk Cartons, Drink and Juice Boxes (a.k.a. "Gabletops") shall consist of dairy containers (e.g., milk, cream, Half-and-Half), aseptic soy milk, dairy, juice, and other beverage containers. All paper milk cartons and juice boxes shall be empty and rinsed. Plastic caps may be placed loosely back on the empty and rinsed cartons.
- 1.3.7 Additional plastic containers that are now acceptable include the following: #3 PVC Polyvinyl Chloride, #4 LDPE Low Density Polyethylene, #5 PP Polypropylene, #6 PS Polystyrene and #7 Other or Polycarbonate two-gallons in size and smaller. These items must be in container form; examples include frozen food trays, deli-style clam shell containers, yogurt and margarine tubs and beverage containers.

### 1.4 Non-recyclable Contaminant Items and Materials

The following materials are considered contaminants and should not be included with deliveries of recyclable material loads to the RIRRC MRF. Loads found to contain contaminant concentrations of 10% or above by weight may be subject to immediate rejection and removal from the MRF premises at the expense of the municipality.

- 1.4.1 All other plastic packaging that is not in container shape or form.
- 1.4.2 Plastic bags (bags from retail stores, trash bags, dry cleaner bags, etc.), plastic films, bubble wrap and shrink wrap.
- 1.4.3 Textiles: all clothing, towels, blankets, sheets, linens and footwear.
- 1.4.4 String, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, fishing line and clothes dryer vent tubing.
- 1.4.5 Styrofoam including coolers, cups and packing materials.
- 1.4.6 Paper towels, tissues and napkins.
- 1.4.7 Ferrous and Non-Ferrous scrap metal items which would include all items made of metal and are not considered to be household can-type containers. Such as electrical

## Attachment 2

- appliances, toasters, irons, air conditioners, fans, tanks, buckets, barrels, exercise equipment, toys, bicycles, lawn mower blades, tools, auto parts, etc.
- 1.4.8 Vinyl or plastic covered folders and three ring binders.
  - 1.4.9 Any solid item longer than 3' in length – metal pipe, PVC pipe, copper tubing, wooden broom handles, etc.
  - 1.4.10 VHS tapes, cassette tapes, DVD's and their cases or packaging.
  - 1.4.11 Coated frozen food packaging and boxes.
  - 1.4.12 Multi-pack beverage container cases or boxes designed for refrigeration.
  - 1.4.13 Photographs
  - 1.4.14 Wax coated or wire reinforced cardboard.
  - 1.4.15 Wax or plastic coated paper, cigarette packs, straws or candy wrappers.
  - 1.4.16 Paper drinking cups.
  - 1.4.17 Soap or laundry detergent boxes.
  - 1.4.18 Scrap metal of any kind, in particular knives, razor blades, saw blades, drill bits; also prohibited nails, screws, nuts, bolts or other fasteners.
  - 1.4.19 Non-container glass: windows, light bulbs (incandescent and CFL type), plate glass, safety glass, cookware, drinking glasses, dishes, bowls, ceramics, pottery, milk glass, mirrors, and broken glass.
  - 1.4.20 Mixed Rigid Plastics and #3 - #7 non-container plastics – plastic shelving, lawn furniture, toys, crates, flower pots, trays, baskets, barrels, drums, trash cans, recycling bins, etc.
  - 1.4.21 Construction materials: wood, vinyl siding, vinyl gutters, bricks, drywall, concrete blocks, gravel and saw dust.
  - 1.4.22 Wrapping or packing materials – tape, plastic liners, ribbon or foil.
  - 1.4.23 Containers that once held any household hazardous materials such as pesticides or automotive fluids.
  - 1.4.24 Magnets or magnetic items.
  - 1.4.25 Rubber items such as tires, tubes and belts.
  - 1.4.26 Batteries, all types including automotive, household and rechargeable.
  - 1.4.27 Electronic Waste: Televisions, laptops, cell phones, computers, etc.
  - 1.4.28 Printers, copiers and toner cartridges.
  - 1.4.29 Hybrid packaging containers made of more than one material, such as canisters with cardboard cylinder, foil lining, and metal end caps.
  - 1.4.30 Coat hangers – metal or plastic.
  - 1.4.31 One Gallon plastic paint cans.
  - 1.4.32 Mattresses, furniture
  - 1.4.33 Incoming fiber materials that contain a moisture content in excess of 30%
  - 1.4.34 Large amounts of snow or ice, defined as 10% or more of the load by either weight or volume.

### 1.5 Non-recyclable Prohibitive Items and Materials

The following materials are considered prohibitive and should not be included with deliveries of recyclable material loads to the RIRRC MRF. Loads found to contain these materials may be subject to immediate rejection and removal from the MRF premises, regardless of percentage of concentration, at the expense of the hauling company.

- 1.5.1 Medical waste: To include hypodermic needles and lancets, Intravenous tubing and bags, oxygen respiration tubing and masks.

## Attachment 2

- 1.5.2 Containers labeled as having at one time contained a hazardous or flammable material. Chemical containers may be deemed acceptable if thoroughly washed and all HAZMAT labels have been removed and all containers are completely empty with the caps removed. Containers containing unknown fluids or other unknown materials will also be considered as prohibitive.
- 1.5.3 Pressure vessels or cylinders to include but not limited to such items as liquid propane tanks, acetylene tank, oxygen tanks or helium tanks.
- 1.5.4 Ammunition, fireworks and explosives.
- 1.5.5 Deceased animals, diapers, human or animal waste.
- 1.5.6 Municipal or Commercial solid waste, construction & demolition debris which includes large blocks of concrete, large sections or lengths of wood or large pieces of metal.
- 1.5.7 Organic waste of any kind, including food scraps, cooking oils, human or animal waste, and yard wastes such as leaves, sticks, branches, rocks, stones, mulch, compost, sand and dirt, trees, brush, grass clippings.

### 1.6 Additional Materials

As new markets open for recyclable items the MRF may accept the delivery of certain materials. These materials must be delivered in dedicated clean loads completely separate from the comingled single stream materials.

- 1.6.1 LDPE Plastic film and shrink wrap – accepted in dedicated loads in clean and dry condition.
- 1.6.2 Large sized (over two-gallon) HDPE and Polypropylene rigid plastic bins and containers: accepted in dedicated loads, containers must be completely empty. Note: 55 gallon drums are not included in this provision.

**Questions regarding the safe or proper disposal for any item listed under the contaminants or prohibitive materials listings should be forwarded to Brian Card at (401) 942-1430 extension 140.**





<b>Title:</b>	<b>RIRRC MRF Municipal Recycling Transfer Policy</b>
<b>Purpose:</b>	The purpose of this policy is to delineate the Rhode Island Resource Recovery Corporation's (RIRRC) requirements for municipalities utilizing a transfer station or recycling center for shipping recyclable materials to the Johnston Materials Recycling Facility (MRF), and to establish a standard procedure to account for the transfer of municipal recyclables.
<b>Scope:</b>	The provisions of this policy apply to all municipalities utilizing transfer stations or recycling centers for the shipment of recyclable materials to the Johnston MRF.
<b>Objectives:</b>	The objectives of this Policy are to: 1) protect the public's investment in the Johnston MRF; 2) process recyclables of the highest possible quality; 3) maximize the return on the marketing of the recyclables; 4) assist Rhode Island municipalities in the efficient collection and shipping of recyclable materials; and 5) ensure that recyclables delivered to the MRF are attributed to the appropriate municipality.
<b>Definitions:</b>	<p>For the purposes of this policy, all definitions contained in the RI Department of Environmental Management <i>Rules And Regulations For Composting Facilities And Solid Waste Management Facilities</i> (DEM-OWM-SW01-97 Sec 1.3.00), as well as the following definitions shall apply.</p> <p><u>“Municipal Transfer Station”</u> - shall mean a transfer station accepting materials from one, and only one, municipality 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. In such case, the municipalities involved must 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.</p> <p><u>“Regional Transfer Station”</u> – shall mean a transfer station accepting materials from more than one municipality, or, any commercial entity.</p> <p><u>“Transfer”</u> – shall mean to take recyclable material from collection vehicles and ultimately place in other transportation units for movement</p>

effective date: October 21<sup>st</sup>, 1998

revised: October 21<sup>st</sup>, 1998

file: Attachment 3-Final MRF Transfer Policy - as approved

to another solid waste management facility.

**Policy:**

All municipalities utilizing transfer stations or recycling centers for shipping recyclable material to the Johnston MRF must have written approval from RIRRC and be signatory to a RIRRC Solid Waste and Recycling Services Agreement. It remains the responsibility of the municipality to ensure the quality, and prevent loss of recyclable materials delivered to the Johnston MRF.

Municipalities requesting permission to transfer recyclables must demonstrate that a significant cost savings can be achieved (i.e., the distance to the Johnston MRF is great enough to warrant transfer).

RIRRC requires that all transfer stations and recycling centers utilized in the transfer of municipal recyclables to the Johnston MRF to have the following: 1) a current and valid RI Department of Environmental Management (RIDEM) operating license including a RIDEM approved operating plan for transfer stations, or in the case of recycling centers, a letter of approval from RIDEM; 2) RIRRC approval of any and all equipment used in the storage and handling of recyclable materials including but not limited to compacting equipment, roll-off containers and tipping ramps and platforms; and 3) a written agreement allowing RIRRC to perform unannounced inspections of the facility upon issuance of a written notice by RIRRC. This notice shall contain the justification for such inspections and the time interval that the inspections will last.

Additional requirements for regional transfer stations include: 1) a working and calibrated weighing facility; 2) a plan, approved by RIRRC, for transferring weight transaction information to RIRRC for accounting purposes including a means for verification of transaction weights by the appropriate municipal officers; and 3) written agreement to allow for inspections and periodic auditing of weight transaction records by RIRRC personnel.

Certification for the transfer of municipal recyclables will be issued for a period of time so that the expiration will coincide with the expiration of the RIDEM operating license for the transfer station utilized by the municipality.

**Procedure:**

The municipality is responsible for developing a plan to prevent contamination and loss of recyclable materials. All municipalities that transfer recyclable material to the Johnston MRF via a transfer station or recycling center shall submit a written request to the RIRRC Recycling Manager for approval to transfer municipal recyclables.

All requests must contain the following information: 1) names and addresses of the appropriate municipal or corporate officers responsible

effective date: October 21<sup>st</sup>, 1998

revised: October 21<sup>st</sup>, 1998

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for the operation of said transfer station or recycling facility; 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 storage of recyclable material to be processed at the Johnston MRF.

Requests pertaining to regional transfer stations must also include: 1) a plan for the bi-annual calibration and certification of weighing facilities; 2) a plan describing means or mechanisms for keeping municipal materials separate from commercial materials; and 3) a plan for the transfer of weight transaction information to RIRRC for accounting purposes, including a means for verification of weight transaction information by the appropriate municipal officers.

Upon receipt of a request, the RIRRC Recycling Manager will arrange to inspect the facility (within 30 business days). The inspection will consist of, but not be limited to, visual inspection of the recyclable handling process including tipping and compacting of recyclable materials, and the verification of appropriate weighing facility calibration documentation.

If the request for certification and the facility meet the approval 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 handling and storage of recyclable materials to be processed at the Johnston MRF.

Certifications for the transfer of municipal recyclables will be valid for a period of time so that renewal of the certification will coincide with the RIDEM Operating License for the said transfer station. If either the municipality or the transfer station operator desires to alter any of the procedures or plans described in the RIDEM Operating Plan associated with the transfer of recyclable material, or any plans submitted as part of the certification request, a request in writing to the RIRRC Recycling Manager, 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 municipal recyclables may be revoked at any time if the municipality, or any commercial entity responsible for the collection and shipping of the municipality's recyclable 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 the RIRRC Recycling Manager, in writing, of any such certification revocation, including a reasonable description of events or conditions which provide a basis for

effective date: October 21<sup>st</sup>, 1998

revised: October 21<sup>st</sup>, 1998

file: Attachment 3-Final MRF Transfer Policy - as approved

Page 3 of 6

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.

**Attachments:** Attachment 1: Board Resolution.  
Attachment 2: Refrenced Correspondence.

**Authority to Grant Exceptions:** The Executive Director or Deputy Executive Director are authorized to grant exceptions to this policy.

**Effective Date:** October 21<sup>st</sup>, 1998

Note: Every request to transfer must be presented to the Board of Commissioners for approval.

**Attachment 1**



**RESOLUTION**

BE IT HEREBY RESOLVED THAT THE BOARD OF COMMISSIONERS, BASED UPON THE RECOMMENDATION OF THE FINANCE SUBCOMMITTEE, ADOPTS A POLICY ALLOWING THE TRANSFERRING OF RECYCLABLES ON A CASE BY CASE BASIS. SUCH POLICY SHALL INCORPORATE THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM DATED NOVEMBER 20, 1997, AND THE MEMORANDUM OF COMMISSIONER RAGOSTA DATED OCTOBER 5, 1998. ANY MUNICIPALITIES WHICH TRANSFER RECYCLABLES CONSISTENT WITH THE TERMS OF THIS POLICY MUST EXECUTE AN AMENDED SOLID WASTE AND RECYCLING SERVICES AGREEMENT TO REFLECT THE APPLICABLE TERMS.

65 Shun Pike  
Johnston, RI 02919-4512  
TEL: (401) 942-1430  
FAX: (401) 946-5174  
www.rirc.org

effective date: October 21<sup>st</sup>, 1998  
revised: October 21<sup>st</sup>, 1998  
file: Attachment 3-Final MRF Transfer Policy - as approved

Page 5 of 6

Attachment 2

**Dominic L. Ragosta, CPA**

25 Debbie Drive  
Cranston, RI 02921

October 5, 1998

Sherry Giarrusso-Mulhearn  
65 Shun Pike  
Johnston, RI 02919

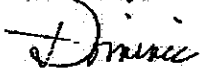
Dear Sherry:

After my review of the staff memorandum dated July 24, 1998 regarding Recycling Transfer Policy, and consideration of the macro issues involved (outlined in a separate enclosed memorandum), I am of the opinion that the finance committee should recommend to the board of commissioners the following:

RIRRC grant its approval to allow the interim disposal of materials to independently-owned transfer stations prior to their final delivery to our site. This approval should be on a case-by-case basis and be contingent upon a reaffirmation of all contractual terms with the municipality. RIRRC should build "put or pay" trash contract terms into our agreements and add language which will provide safeguards to control/prevent pilfering and mixing of materials (and give the agency recourse in the event of defaults). To that end, in addition to our own contractual amendments, I strongly suggest that we require the municipality to amend its contract with its collection company to reflect language that clearly defines the collection company's role as a transport agent and the transfer station owner's status as a mere facilitator with absolutely no title or interest in any materials temporarily held on their site.

I hope this decision shows my desire to achieve a private/public sector partnership while at the same time providing cost effective/efficient and environmentally safe disposal choices. As you know this is not an easy equation to balance in an emerging marketplace and given some statutory limits and goals.

Sincerely,



DOMINIC L. RAGOSTA

effective date: October 21<sup>st</sup>, 1998

revised: October 21<sup>st</sup>, 1998

file: Attachment 3-Final MRF Transfer Policy - as approved

Page 6 of 6



## **MUNICIPAL LEAF AND YARD DEBRIS CAP SHARING POLICY**

**EFFECTIVE 2/19/10 (Revised 2011)**

### **1. POLICY**

1.1. Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (the Corporation) 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.

1.2. Rhode Island Resource Recovery Corporation will administer all provisions of this policy.

### **2. SCOPE**

2.1. This policy applies to all Rhode Island municipalities.

### **3. RESPONSIBILITY**

3.1. The Executive Director has overall responsibility for this policy.

3.2. The Director of Recycling Services is responsible for the implementation and daily administration of this policy.

3.3. The Chief Financial Officer is responsible for maintaining the integrity of the cap transfers.

3.4. The Municipalities are responsible for initiating the cap transfer process amongst themselves.

### **4. GENERAL GUIDELINES**

4.1. The Corporation shall allow L&Y cap transfers as described below.

4.2. Municipalities shall be allowed to transfer 100% of their L&Y cap to other municipalities, either in part or in total.

4.3. Municipalities shall be allowed to accept up to 50% of their statutorily calculated L&Y cap as a transfer.

**EFFECTIVE 2/19/10**

## Attachment 4

- 4.4. A municipality in need of additional L&Y cap (the Requestor) shall be solely responsible for initiating a request to transfer L&Y cap.
  - 4.5. 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.
  - 4.6. Transferred cap shall not be applied to a municipal account retroactively so as to receive a credit against already incurred over the L&Y cap charges. Additional L&Y cap should be requested before the overage occurs. No credits shall be granted.
  - 4.7. Municipalities shall decide at the local level if they will participate in the L&Y cap sharing program.
    - 4.7.1. Each municipality may elect to transfer some, or all, of their L&Y cap to another RI municipality.
    - 4.7.2. Municipalities may not place any restrictions, conditions, or encumbrances of any kind upon the transfer of the L&Y cap.
    - 4.7.3. L&Y cap shall not be transferred from one fiscal year to another.
    - 4.7.4. L&Y cap shall not be borrowed from subsequent fiscal years.
    - 4.7.5. Once L&Y cap is transferred, the tonnage is irretrievable by the previous Owner.
    - 4.7.6. Municipalities are under no obligation to transfer L&Y cap.
5. LEAF AND YARD DEBRIS CAP TRANSFER GUIDELINES
- 5.1. RIRRC PROCESS
- 5.1.1. The Corporation 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:
    - (a) Municipality Name
    - (b) Original L&Y Cap Amount
    - (c) L&Y Cap Amount Available for Transfer

EFFECTIVE 2/19/10



## Attachment 4

### (d) L&Y Cap Amount Available to Receive

- 5.1.2. The Corporation shall process transfers according to Section 5.3 below.
- 5.1.3. The Corporation shall update the L&Y cap list as transfers occur, and shall distribute the updated list to the municipalities.
- 5.1.4. The Corporation shall provide a form for use by the municipalities to record the agreed upon L&Y cap transfer.

### 5.2. MUNICIPAL PROCESS:

- 5.2.1. Upon receipt of the L&Y Cap list, municipalities willing to transfer cap shall notify the Director of Recycling Services and the Scalehouse Manager in writing or by email of the amount they wish to make available for transfer. Municipalities unwilling to transfer cap shall notify the Director of Recycling Services and the Scalehouse Manager in writing or by email to show zero tons available for transfer against their L&Y cap.
- 5.2.2. A municipality in need of additional L&Y cap (the Requestor) shall initiate a cap transfer transaction with a participating municipality (the Owner).
- 5.2.3. 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.
- 5.2.4. 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.
- 5.2.5. 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 illegible, RIRRC reserves the right to delay the cap transfer until a hard-copy of the co-signed document is received):

#### (a) U.S. Postal Service addressed to:

RIRRC  
65 Shun Pike  
Johnston, RI 02919  
Attn: Steve Pietrantozzi

#### (b) Fax to:

942-0239  
Attn: Steve Pietrantozzi

## Attachment 4

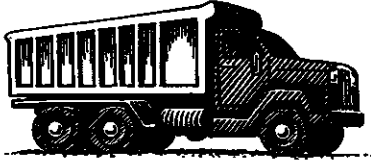
(c) Email to:  
[stevep@rirrc.org](mailto:stevep@rirrc.org)

(d) Hand delivery to Steve Pietrantozzi

### 5.3. RIRRC SCALEHOUSE PROCESS:

- 5.3.1. Upon receipt of the co-signed L&Y cap transfer form, the Scalehouse 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.
- 5.3.2. The Scalehouse Manager or his designee shall sign the form and note the date of the L&Y cap transfer.
- 5.3.3. The Scalehouse Manager shall provide an updated L&Y cap list to the Director of Recycling Services for distribution to the municipalities.
- 5.3.4. 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.

**EFFECTIVE 2/19/10**



## **Rhode Island Resource Recovery Corporation Facility Rules**

Ensuring the safety of our employees, customers, and visitors onsite is our top priority. These guidelines are divided into three sections –Legal, Personal and Site Safety, and Operations. Failure to follow the site rules can result in rejection of the waste load or banning of the driver from the premises.

### **Legal**

1. All drivers shall possess an active driver's license, registration and proof of insurance in accordance with state law. RIGL 31-10-1, 31-3-1, 31-47-9.
2. All loads entering the facility must be completely covered to prevent any waste from blowing off the load and causing litter en route to the site. All tarps must be in good repair and completely cover the open top of the load. RIGL 31-25-9 and 31-25-10, \$85.00 fines by police.
3. No smoking is allowed on site except in designated smoking areas.
4. No regulated or Hazardous waste is accepted at this facility.
5. Disposing Out-of-State Waste (waste not generated in Rhode Island) at the Central Landfill is felony crime and shall be punishable by imprisonment up to (3) three years and a **\$50,000 fine**.
6. Weapons and violence of any type will not be tolerated on the premises.
7. Use of the facility is at your own risk, we do not accept responsibility for damage to vehicles.

### **Personal and Site Safety**

1. Be prepared to stop/slow down at front entrance as security is present.
2. Tail gates and turnbuckles must be closed and latched before leaving the working areas.
3. No driver shall pass behind any vehicle or pass underneath a raised tailgate.
4. All customers will be required to wear high visibility vests at all times on site. Any customer not wearing a high visibility vest will not be allowed to use the RIRRC facility.
5. No minors are allowed out of the vehicle at any time.

Attachment 5

6. The speed limit on site is 15 MPH. All drivers are expected to follow rules and regulations regarding traffic control devices on the site premises. No passing is allowed on the premises.
7. Sturdy puncture resistant work boots are required on site, no tennis shoes or open toed shoes are allowed.
8. RIRRC requires immediate notice of any accident or incident to our security department or the nearest RIRRC employee.

## **Operations**

1. All visitors must report to the Main Building "A" and check in with the receptionist.
2. The RIRRC facility accepts waste Monday through Friday from 6 a.m. to 3:45 p.m. and Saturday from 6 a.m. to 12 p.m. On holiday weeks the facility will remain open until 2 p.m. on Saturdays. The final loads must be on the scale no later than the last receipt times stated above.
3. Removal of tarp/cover is allowed only in the working face area, near the tipping facility or near the recovermat facility. No tarps should be removed on the scales or along roadways prior to these areas to prevent blowing litter.
4. Drivers are expected to adhere to the directions of the waste inspector/spotter.
5. All trucks will sweep open top boxes, rear tail gates and bumpers off at the designated locations before leaving the area to prevent materials from falling off outside the gate and causing a nuisance or an unsafe condition.
6. This site performs random load inspections. If you are selected for a random check please cooperate with site personnel to avoid unnecessary delays.
7. Only the driver is allowed to exit his vehicle in the working area. If the driver exits the vehicle, he/she must stay in close proximity to the truck. No wandering around, or salvaging is allowed.
8. If your truck becomes stuck we will tow your truck out of the traffic pattern with your driver's permission. If that becomes necessary we require the driver of the truck to hook the tow chain, cable or strap to his/her vehicle to prevent damage. We will connect the tow device to the landfill equipment. All tows at the landfill are only to remove the stuck vehicle from the traffic pattern, any tow necessary beyond that is the responsibility of the hauler.
9. During inclement weather, exiting trucks may be diverted through wheel washers or may be required to hose off before leaving the site to prevent mud tracking on the public roadways. If the wheel wash diversion lane is in use, you are required to use it, no bypassing is allowed.



# Municipal Profit Share Annual Reporting Form

Due August 1 of the FY following profit share disbursement. Email form to [sarahk@rirc.org](mailto:sarahk@rirc.org) or fax to 946-5174

## Municipal Information:

Municipality:

Person Filling Out Report:

Amount of Profit Share being Reported On:

**Activities:** *In the Activity column, provide a brief description of the action or program. In the Amount Used column, write down the portion of the profit share used to complete the action(s). In the Anticipated Outcome column, describe the benefits expected to the community from use of the profit share monies.*

Activity	Amount Used/Remaining	Benefit to Community/Anticipated Outcome
Example:  Direct Mail to 10,000 households	\$25,000/\$32,000	Benefit: Continual education of homeowners on how to recycle properly. Anticipated outcome: reduced trash in recycling stream.

**Remainder:** *Describe where any leftover monies are being kept (e. g. restricted receipts account), the reason for the remainder (project not completed, under budget), and the plan for using the monies in the future (purchase carts, fund recycling coordinator, overhaul school program in FY16).*



April 7, 2014

Greetings,

Enclosed is your municipality's *Solid Waste and Recycling Services Agreement* (Agreement) with the Rhode Island Resource Recovery Corporation (RIRRC) for Fiscal Years 2015-17, which encompass the one-year periods beginning July 1, 2014 and ending June 30, 2015, beginning July 1, 2015 and ending June 30, 2016, and beginning July 1, 2016 and ending June 30, 2017.

The price for Municipal Solid Waste (MSW), disposal code 201, remains unchanged from the previous years' agreement, at \$32.00 per ton. However, RIRRC expects that this will be the final contract where this price will be in effect. Landfilling currently costs RIRRC \$43.00 per ton, far above the subsidized municipal disposal fee. RIRRC's mission is to provide cost effective, efficient, and environmentally safe disposal for Rhode Island's cities and towns. We do not need to make a profit, but we do need enough revenue to pay our bills and provide for the future infrastructure needs to manage Rhode Island's waste. We are in the process of exploring municipal disposal fee financing options, and would greatly appreciate your input.

This Agreement is based on the prior years' agreement, with some modifications. There are several pricing changes to ancillary materials, as well as program initiatives expected to begin over the next two years:

**Pricing:**

- **Tires:** Due to the closing of the tire burning plant in Sterling, CT, per ton tire disposal prices have increased. The new price per ton is \$50.00. You are highly encouraged to seek alternate solutions for tires. The single tire price has decreased to \$2.50 each. We typically do not receive more than four tires at a time from the general public. More than four tires usually triggers the minimum weight/minimum disposal fee of \$25.00. If someone brings us just one or two tires, we don't want them to pay more than is reasonable. Additionally, the assessment for landfilled tires has been eliminated.
- **Mattresses:** Individual unit (mattress or box spring) pricing has increased to \$15 per unit. The per ton price remains the same. You are highly encouraged to seek alternate solutions for mattresses.
- **Equipment Use Fee:** Rejected loads from the Materials Recycling Facility (MRF) will now be priced at the same rate as landfill loads that require us to use our equipment to assist the customer. The old MRF rejected load rate was \$100.00 per load. The new MRF rejected load rate is \$250.00 per rejection. Loads that are considered to have excess moisture may be subject to rejection. Excess moisture is determined by the MRF Operations Supervisor, and is considered to be loads that are saturated with liquid and unable to be processed.

**Program:**

- **Paint:** The PaintCare paint recycling program expects to begin sometime in the summer of 2014. You may continue to direct residents to the Eco-Depot, or you may direct residents to local paint collection sites. The sites will be listed on the PaintCare website as well as the RIRRC website. There is no charge to residents to drop-off program covered products. If your community has a transfer station, you will be contacted by PaintCare soliciting your participation. You are under no obligation to participate, but are encouraged to do so.

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- **Mattresses:** The mattress producer responsibility program expects to begin in late 2015 or early 2016. As of April 2014, program details were still being developed, however when the program begins, there will no longer be a charge to municipalities for mattress disposal. You may be contacted by the Mattress Recycling Council to host a drop-off site, particularly if your community has a transfer station or recycling center. You are under no obligation to participate, but are encouraged to do so.

**Other Changes:**

- **Construction & Demolition Debris (C&DD):** Due to the law passed in 2012 banning RIRRC from using C&DD as alternate daily cover, we no longer grind this material and instead dispose it as solid waste. Because we do not have an alternate use for the material, we are unable to code it as such. Please be advised that any municipal C&DD brought to RIRRC will continue to be coded as MSW and will count against your municipal cap, as per the RIRRC memo to municipalities dated April 2, 2012. **You are highly encouraged to seek alternate solutions for C&DD.**
- **Recycling Profit Share Reporting Form:** A reporting form has been created to document your community's use of the recycling profit share. The form will be due August 1 the year following the profit share distribution. For example, the form due August 1, 2014 will cover the use of the profit share from September 2013-July 2014, and will be mentioned in the press materials for the profit share event in September 2014. Your community's usage may be highlighted as an example.

Please keep in mind that only materials on the DEM Mandatory Recyclables list and MSW are required to come to RIRRC facilities. You are within your rights to divert non-mandatory recyclables elsewhere. You may not, however, direct mandatory recyclables to other facilities without express written permission from RIRRC. For all materials diverted from RIRRC, please keep accurate and verifiable records detailing the weight of the diverted items to be included in your annual report, due to RIRRC each February.

**Please sign and return the enclosed Agreement by close of business (4:30 PM) August 1, 2014.** After the Corporation receives your signed copy, we will then sign the contract and forward to you a copy of the fully-executed agreement. For each ton disposed beyond August 1, 2014 and up to the date the Agreement is fully executed, the 1000-ton commercial contract solid waste disposal fee (\$54) will be charged to the municipality for all MSW, until RIRRC receives the signed Agreement. After receiving the signed Agreement, the municipal solid waste rate of \$32 per ton shall be applied. There will be no retroactive adjustments made to any contract commercial solid waste disposal fees charged to the municipality during the time the municipality was disposing MSW without a fully executed Agreement past the Agreement execution deadline.

If you have any questions, please do not hesitate to call me at 228-3112.

Sincerely,



Sarah Kite-Reeves  
Director of Recycling Services

Enclosure

CC: Michael OConnell, Executive Director  
Dean Huff, CFO

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# FY2015 Municipal Solid Waste Cap Allotments

Municipal Sector Waste Generation  
 Diversion Reduction  
 Statewide Cap  
 Assumed Seasonal Months

331,450  
 35,000  
 319,591  
 3.5

Municipality	FY2014 Cap Allotment	2015 Population Projection	Seasonal Housing Units	Occupants Per Seasonal Housing Unit	Seasonally Adjusted Population	FY2015 Solid Waste Cap w/Seasonal Adjustment (tons)	Increase (tons)	Percent	Yard Waste Cap
Barnington	2,813	16,069	198	3	16,174	2,363	59	0%	492
Bristol	6,808	22,872	300	3	23,135	6,957	150	2.2%	572
Burrillville	4,737	15,762	230	3	15,883	2,800	65	1.3%	394
Central Falls	5,683	19,408	5	3	19,413	5,838	155	2.7%	485
Charlestown	2,738	8,087	1648	3	9,529	2,388	148	5.4%	202
Coventry	10,326	35,429	228	3	35,629	10,714	389	3.8%	866
Cranston	23,638	79,860	182	3	80,126	24,092	456	2.0%	999
Cumberland	9,838	33,946	53	3	33,992	10,222	384	3.9%	849
East Greenwich	3,870	13,270	61	3	13,323	4,007	138	3.5%	392
East Providence	13,812	45,342	77	3	45,409	13,656	(157)	-1.1%	1,134
Exeter	1,899	6,574	58	3	6,625	1,992	93	4.9%	184
Foster	1,354	4,633	15	3	4,646	1,397	43	3.2%	116
Groton	2,903	9,773	167	3	9,928	2,986	82	2.8%	244
Hopkinton	2,424	8,349	88	3	8,426	2,534	110	4.6%	209
Jamestown	1,705	3,451	469	3	5,881	1,763	57	3.3%	136
Johnston	8,451	28,780	58	3	28,831	8,670	219	2.6%	719
Lincoln	6,201	21,324	17	3	21,385	6,461	261	4.2%	536
Little Compton	1,217	3,473	752	3	4,131	1,242	25	2.1%	87
Middletown	4,823	15,282	339	3	15,379	4,685	(138)	-2.9%	382
Narragansett	5,247	15,934	2,314	3	17,959	5,401	154	2.9%	398
New Shoreham	1,053	1,093	1,253	7	9,651	1,098	(4)	-0.4%	24
Newport	7,597	23,373	1,414	3	24,610	7,401	(196)	-2.6%	584
North Kingstown	4,882	26,673	374	3	27,003	8,120	237	3.3%	664
North Providence	9,420	31,612	55	3	31,660	9,521	101	1.1%	790
North Smithfield	3,512	11,952	21	3	11,973	3,600	85	2.4%	299
Pawtucket	20,882	69,617	76	3	69,683	20,956	74	0.4%	1,740
Portsmouth	3,325	17,915	382	3	18,038	5,439	114	2.1%	433
Providence	52,299	178,519	362	3	178,836	53,780.65	1,481	2.8%	4,463
Richmond	2,271	3,199	11	3	3,235	2,476	206	9.1%	205
Scituate	3,040	10,326	42	3	10,363	3,116	77	2.5%	258
Smithfield	6,299	21,640	61	3	21,692	6,522	223	3.6%	371
South Kingstown	9,579	31,643	2,318	3	33,671	10,126	547	5.7%	791
Tiverton	1,706	5,333	308	3	16,102	1,842	(13)	-0.9%	366
Warren	3,142	10,286	118	3	10,389	3,124	(17)	-0.6%	257
Warwick	24,366	80,519	486	3	81,622	24,372	6	0.0%	2,015
West Greenwich	1,808	6,615	36	3	6,647	1,999	191	10.5%	165
West Warwick	3,579	28,728	75	3	28,791	3,658	80	0.9%	418
Westerly	7,167	22,782	1,890	3	24,436	7,348	182	2.5%	570
Woonsocket	12,089	39,886	48	3	39,766	11,941	(148)	-1.2%	992
Total	313,450	1,046,327	17,077		1,062,731	319,591	6,140	2.0%	26,158