

# RESOLUTION OF THE CITY COUNCIL

No. 215

Approved April 11, 2002

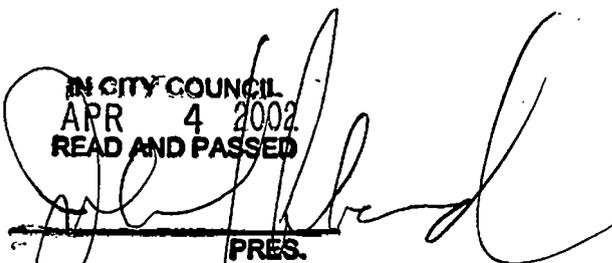
WHEREAS, the City of Providence has enjoyed a relationship with the Resource Recovery Corporation and its acceptance and disposal of solid waste; and

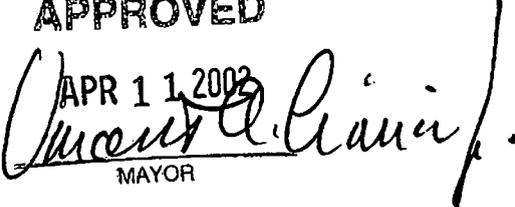
WHEREAS, the Resource Recovery Corporation has provided an outlet for the disposal of municipal solid waste and a collection point for city recyclables; and

WHEREAS the City has benefited from its relationship with the Resource Recovery Corporation; and

WHEREAS, the City wishes to continue its relationship with the Resource Recovery Corporation

NOW, THEREFORE, BE IT RESOLVED, That His Honor, the Mayor is authorized to execute a contract with Resource Recovery Corporation substantially in the form attached.

IN CITY COUNCIL  
APR 4 2002  
READ AND PASSED  
  
PRES.  
Michael B. Clement  
CLERK CB

APPROVED  
APR 11 2002  
  
MAYOR

CLERK

REC'D

RECEIVED

CITY COUNCIL

Councilman Carlin

## SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY CORPORATION

and

THE CITY OF PROVIDENCE

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by and jointly between RHODE ISLAND RESOURCE RECOVERY CORPORATION, ("Corporation") a quasi-public corporation organized under the laws of the State of Rhode Island (hereinafter referred to as "Corporation"), and the City of Providence, R.I., (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at the Department of Public Works, 700 Allens Avenue, Providence, R.I. 02905. In consideration of the mutual covenants, promises and payments set forth herein, Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement is the two-year period from July 1, 2001 through June 30, 2003. **The effective date of this Agreement shall commence on the date first appearing above** and end on June 30, 2003, unless sooner terminated or extended as provided herein. Fiscal Year 2002 is the one-year period from July 1, 2001 through June 30, 2002 and Fiscal Year 2003 is the one-year period from July 1, 2002 through June 30, 2003.
2. **DISPOSAL OF SOLID WASTE.** Municipality agrees to deliver for disposal to Corporation's landfill in Johnston, R.I. (hereinafter "Landfill"), one hundred percent (100%) of its Municipal Solid Waste for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW solid waste collected curbside.

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 Corporation 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.

3. **FEES FOR THE DISPOSAL OF MSW.** For Fiscal Years 2002 and 2003, Municipality agrees to pay Corporation the price per ton established by Rhode Island General Law or by Rhode Island State Budget Article for the disposal of all its MSW up to its annual Cap in each fiscal year. Municipality agrees to pay Corporation \$47 per ton for the disposal of all MSW in excess of its annual Cap in FY 2002 and in FY 2003. [The disposal fee of \$47.00 per ton represents the lowest basic contract commercial solid waste disposal fees charged by Corporation in FY 2002.]

"Cap" means the MSW tonnage established by Corporation for each municipality. Providence's Cap is 76,967 tons for FY 2002 and 2003.

If Corporation charges a lower disposal fee for MSW to another municipal customer, the lower disposal fee shall be made available to Municipality on the same terms and conditions that it is available to the other municipal customer.

4. **BILLING AND PAYMENT.** 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.
5. **EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within 20 days of the invoice date, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount, provided Municipality's balance is in the 1-30-day column of Corporation's monthly Account Receivable Aged Balance Report. Municipality's eligibility expires monthly and is renewed monthly as stated in this Section 5 with the issuance of each month's invoice.
6. **DELIVERY OF RECYCLABLES FOR PROCESSING.** Municipality agrees to deliver to Corporation's Materials Recycling Facility (hereinafter "MRF") in Johnston one hundred percent (100%) of the Recyclables which are collected within its borders under its municipal recycling program and Corporation agrees to process and market, one hundred percent (100%) of said Recyclables. For purposes of this Agreement, "Recyclables" are defined as follows: aluminum and steel tin-lined cans; aluminum foil and aluminum scrap such as pie plates; metal lids; empty steel aerosol and latex paint cans; scrap metal small enough to include in the blue recycling bin; glass bottles and jars; No. 1 PET plastic bottles and jugs; No. 2

HDPE plastic bottles and jugs; paper milk cartons and juice boxes; mail; magazines and catalogs; writing paper; corrugated cardboard; paperboard (e.g. cereal boxes); newspaper and newspaper inserts; brown (kraft) paper bags; and telephone directories. Municipality agrees to deliver these Recyclables regardless of whether these Recyclables are collected in a curbside program or through a drop-off program.

7. **TRANSFER OF RECYCLABLES.** Municipality must apply to 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 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 Corporation before the transfer of recyclables can begin.
  - b. Municipality must fully comply with all terms and conditions of Corporation's Recyclables Transfer Policy.
  - c. Municipality must demonstrate to Corporation's satisfaction that the transfer of recyclables according to the aforementioned Recyclables Transfer Policy will result in a significant cost saving.
  - d. 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. 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 7 are violated in any way by Municipality or Municipality's hauler for any reason, Corporation may terminate this Agreement.
8. **MUNICIPAL RECYCLABLES TIP FEE FREE.** Municipal Recyclables, as delineated in Section 6 of this Agreement, shall be delivered to the MRF by Municipality and accepted for processing by Corporation tip fee free.
9. **DISPOSAL FEES FOR OTHER MATERIALS.**
  - a. **White Goods.** For Fiscal Years 2002 and 2003, Municipality agrees to pay Corporation a fee of \$15.00 per ton for white goods. [The non-contract rate for the disposal of white goods is \$58.00 per ton.]

- b. **Leaf & Yard Waste.** For Fiscal Years 2002 and 2003, Municipality agrees to pay Corporation a fee of \$17.00 per ton for leaf and yard waste.
  - c. **Tires.** For Fiscal Years 2002 and 2003, Municipality agrees to pay Corporation a fee of \$25 per ton for waste tires. [The non-contract rate for disposal of tires is \$58.00 per ton.]
10. **COMPOST FOR CONTRACT MUNICIPALITIES.** 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 Corporation. When finished compost is available for free distribution to the aforementioned municipalities, Corporation will provide notice and the municipalities will be allowed to pick up free compost for their use.
11. **RECYCLING INCENTIVE.** Corporation shall annually share with Municipality, on a pro-rata basis, the sum of \$300,000. Municipality's pro-rata share of the \$300,000 shall be equal to Municipality's percentage of the previous fiscal year's total municipal recyclables delivered to the Materials Recycling Facility by all municipalities with fully-executed Solid Waste and Recycling Service Agreements with the Corporation under either the Maximum Recycling Program or the Standard Recycling Program, as appropriate for Municipality.
12. **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.
13. **REMEDIES.** Failure of Municipality or Corporation to perform the obligations hereunder shall constitute a breach of contract. Five 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. 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 Corporation's facilities.

14. **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 Landfill.
  
15. **COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all waste materials and Recyclables delivered to 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 regulations, including any Facility site regulations, including but not limited to those stated in Paragraph 14, above. Municipality, and its agents, contractors and employees, shall abide by all Corporation normal or usual 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 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.  
  
**Corporation has the absolute right in its sole discretion to terminate this Agreement upon five days written notice to municipality and prohibit any deliveries if 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.**
  
16. **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 2:00 p.m. Normal hours for receiving recyclables at the MRF are 6:00 a.m. to 3:30 p.m. Monday through Friday, and Saturday 6:00 a.m. to noon. Corporation may change these hours upon reasonable notice to Municipality.
  
17. **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.
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 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.
19. **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.
20. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
21. **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.

- 22. **SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.
  
- 23. **EFFECTIVE DATE AND NOTICES.** This Agreement shall be effective during the term defined herein. Notices under this Agreement shall be provided to the Corporation at its usual place of business and to Municipality at the address as written on page 1 and also to the Providence City Solicitor, 275 Westminster Street, Providence, RI, 02903, and the Director of Administration, City Hall, 25 Dorrance Street, Providence, RI 02903.

**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: \_\_\_\_\_  
Sherry G. Mulhearn  
Executive Director

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
James N. Allam  
Deputy Executive Director

**FOR THE CITY OF PROVIDENCE:**

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.**

\_\_\_\_\_ Dated: \_\_\_\_\_

(SIGNATURE)

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(NAME PRINTED OR TYPED)

Solicitor for the City of Providence