

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 82

Approved February 8, 1991

WHEREAS, Environmental conditions would be both improved and preserved by Recycling, and

WHEREAS, the State has mandated that the City of Providence begin a Recycling Program by October, 1989, and

WHEREAS, the City Council resolved on November 28, 1989 to grant the Mayor authority to execute a contract with Rhode Island Solid Waste Management Corporation whereby Solid Waste paid for the first year of a proposed three-year grant period providing for the City to receive monies to meet its obligations under the recycling mandate,

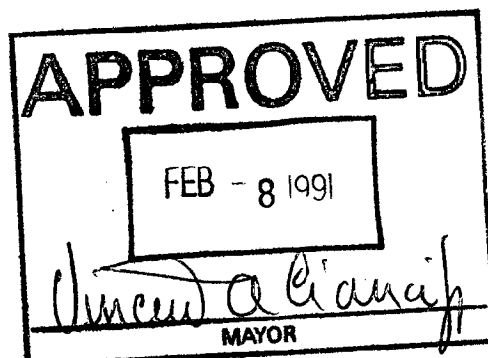
NOW, THEREFORE, BE IT RESOLVED, That His Honor the Mayor be and he hereby is authorized to execute an agreement with the Rhode Island Solid Waste Management Corporation, to permit the City's participation in the Statewide Recycling Program, a copy of said agreement is attached hereto as Exhibit A for the second year of the proposed three-year grant period, and

BE IT FURTHER RESOLVED, That the contract requires the City of Providence to continue its program for the collection of designated recyclable materials, and the State agrees to provide financial aid to support the program with a "total grant amount" of \$796,271.00.

IN CITY COUNCIL
FEB 7 1991
READ AND PASSED

Encllyn V. Fargnoli
PRES.

Robert M. Mendonca
CLERK



Councilman Fenton (By Request)

AGREEMENT
Between the
RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION
and the
CITY OF PROVIDENCE, RHODE ISLAND

This Agreement entered into this _____ day of _____, 1990, by and between the RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION (RISWMC) and the City of Providence (Municipality).

WHEREAS, RISWMC is charged by Rhode Island General Laws, Section 23-19-32 with providing grants-in-aid to offset the reasonable collection, hauling and administrative costs associated with implementation of the Statewide Recycling Program; and

WHEREAS, in October, 1989, Municipality entered the Recycling Program mandated by Section 23-18.9-1 and the Municipal Recycling Regulations, as amended, ("the Regulations"), adopted by the Department of Environmental Management ("DEM"); and

WHEREAS, Year 1 of the Recycling Program covered the period October 30, 1989 through October 29, 1988 and both Municipality and RISWMC wish to enter into an agreement for Year 2 covering the period October 30, 1990 through October 29, 1991.

NOW THEREFORE, RISWMC and Municipality agree as follows:

I. MUNICIPALITY RESPONSIBILITIES

1. Municipality agrees to provide for collection of Recyclable Materials (as defined in the Regulations) in accordance with all the requirements of the Regulations.

2. The term of this Agreement shall begin October 30, 1990 through and including October 29, 1991. Municipality has entered into a contract for the collection and hauling of municipal recyclable materials dated October 5, 1989 with United Sanitation Inc. (the Contract), which is incorporated herein by reference. Municipality shall require full performance by United Sanitation, Inc., of the Contract. Municipality shall not waive any of the provisions of the Contract without the express written consent of RISWMC.

3. This Agreement supersedes and replaces an agreement between Municipality and RISWMC dated March 8, 1990 (the "1989 Agreement"), which expired on October 29, 1990.

4. Municipality agrees to conduct its Recycling Program in accordance with the requirements of Appendix A which is incorporated herein by reference.

5. Municipality shall permit RISWMC to conduct performance audits of the Providence Recycling Program by providing RISWMC with adequate information to do so, in order for RISWMC to determine whether the Providence Recycling Program is meeting the requirements of the Statewide Recycling Program.

6. Municipality shall comply with all applicable federal, state, and local laws in the performance of its obligations hereunder.

7. Municipality shall observe all applicable equal opportunity employment and minority business enterprises hiring laws, rules, regulations, executive orders.

8. Municipality shall cause its Contractor to provide evidence, satisfactory to the Municipality and RISWMC, that the Contractor has insurance sufficient to adequately protect the Municipality, including the following: vehicle insurance for trucks used in connection with the Recycling Program, worker's compensation insurance, liability insurance, and property damage insurance.

9. Municipality shall defend and hold harmless RISWMC from and against any and all lawsuits, causes of actions, claims of any kind, and damages suffered or incurred as a result of or in connection with or occasioned by the operation, but not RISWMC design, of the Providence Recycling Program or any substitute therefore caused by the negligent act or omission of any employees, servants or agents of the City of Providence. In the event that RISWMC is named as defendant due to the negligent act or omission of any employees, servants or agents of the City of Providence during the operation of the Providence Recycling Program or any substitute thereof, the City of Providence shall provide legal counsel for any such defense; and, RISWMC shall fully cooperate with said counsel. This section shall not apply to any action or claims arising from any negligent acts or omissions of any employees, servants or agents of RISWMC or RISWMC's design of the Providence Recycling Program.

10. Municipality shall comply with the reporting requirements set forth in Appendix B which is made a part of this Agreement by reference.

11. Municipality shall comply with the Fiscal Assurances set forth in Appendix C which is made a part of this Agreement by reference. RISWMC shall give reasonable notice to Municipality prior to performance of any audit of the Municipality's records relating to the Recycling Program.

12. Municipality shall dedicate 100% of the monies to be paid under this Agreement to fund its Recycling Program in accordance with the requirements of this Agreement. A detailed listing of these monies and their intended uses is attached as Appendix E and made part of this agreement by reference. RISWMC reserves the right to refuse to reimburse the City for expenses incurred by the City that are not, in the opinion of RISWMC, reasonably necessary for the operation of the Providence Recycling Program.

13. Municipality shall not authorize the household recycling container to bear any signage other than that which is on the container when manufactured, unless specific approval in writing is given by RISWMC.

14. The City shall not be required to purchase any recycling containers during the first three years of its recycling program.

II. RISWMC RESPONSIBILITIES

1. BUDGET: Total reimbursement for Year 2 services to be undertaken by the Municipality shall not exceed \$796,273.00 as set forth in Appendix E (entitled Budgetary Basis for Grant Award). Requests for reimbursement shall be made on a quarterly basis, at the end of each quarter covered by this Agreement. The general terms for the Year 3 grant award shall be determined in accordance with the methodology set forth in Appendix D, which is made a part of this Agreement.

2. METHOD OF PAYMENT: RISWMC will pay to Municipality the total amount not to exceed \$796,273.00. Said sum will be paid in equal quarterly installments. It is expressly understood that in no event will the total reimbursement for services hereunder exceed the maximum sum of \$796,273.00 except as set forth herein.

3. All requests for reimbursement must be submitted to RISWMC for verification and confirmation, and shall be accompanied by claims forms and other documentation demonstrating the nature of the expenses, how the expenses were calculated and the purpose of the expenses. The Municipality must receive prior approval from

the RISWMC Recycling Program Manager prior to expending funds on items or services that are not specifically itemized in Appendix E. RISWMC will not reimburse the Municipality for expenses that are not itemized in Appendix E or pre-approved. Out of state travel and conferences and capital expenditures will not be reimbursed without prior approval.

4. The City shall be entitled to a revision of the solid waste savings estimate only if the total tons recycled in Year 2 is less than 8,366.89. On October 29, 1991, the total tons of recyclables actually delivered to the Materials Recovery Facility by the City during the term of this contract will be reviewed. If the actual amount of recyclables is less than the projected amount of 8366.89 tons, as stated in part 1 of the solid waste savings formula contained in Appendix E, a revised solid waste savings figure for the year will be calculated based on the actual tons delivered to the MRF and the city will be reimbursed for the difference, according to the formula in part 1 of Appendix E. The City shall bear the risk that the total tons delivered will increase sufficiently to offset the cost of the salary and benefits of the second coordinator, as stated in the formula in part 2 of Appendix E and no adjustment will be required if the total tons recycled exceeds 8,366.89 but does not offset the cost of the second coordinator.

III. FAILURE TO PERFORM

1. RISWMC reserves the right to withhold any and all sums required to be paid under this Agreement in the event Municipality fails to comply with any material term, condition, responsibility or obligation set forth in this Agreement. Before withholding any funds, RISWMC will provide Municipality with written notice detailing its non-compliance with Agreement and will give Municipality forty-five (45) days to cure such deficiencies. In addition to the right of RISWMC to withhold funds, RISWMC may at its election seek specific performance of Municipality's obligations hereunder and such other and further damages or relief it may be entitled to at law or in equity. Prior to pursuing any legal action, the parties shall endeavor in good faith to resolve their disputes, and shall appoint a single mutually acceptable individual to arbitrate such disputes, the decision of such arbitrator to be binding. In the event of such arbitration, the losing party shall pay the arbitrator's charge, if any, unless the arbitrator decides otherwise.

IV. PERFORMANCE EVALUATION OF RECYCLING COORDINATOR

1. DEM and RISWMC shall evaluate the performance of the Recycling Coordinator for the first year of operation and at the end of the second year of operation of the recycling program and annually thereafter. These evaluations shall be summarized in written letters to the municipal official responsible for supervising the coordinator and shall be amended based upon input from this supervisor. RISWMC reserves the right to withhold funding for increases in the salary of the Recycling Coordinator if the coordinator receives an unsatisfactory performance review.

ENTERED into on the day and date first written above by the undersigned authorized representatives.

CITY OF PROVIDENCE

By: _____

Title: _____

RHODE ISLAND SOLID WASTE
MANAGEMENT CORPORATION

By its Executive Director

THOMAS E. WRIGHT
260 WEST EXCHANGE STREET
PROVIDENCE, R.I. 02903

APPENDIX A

REQUIREMENTS OF MUNICIPAL RECYCLING PROGRAM

COLLECTION REQUIREMENTS

1. Service Area: The Contractor shall drive by and provide collection service to residential structures in the service area as directed by the Municipality. No residence will be deleted from a route list because of infrequent participation.

2. Collection Hours: Recycling collection service by all vehicles will begin no earlier than (5:00) A.M. All collections for each scheduled day shall be completed by (5:00) P.M. Residents shall be asked to set out recyclable materials by (5:00) A.M. on the scheduled day of collection.

3. Frequency of Collection: Collection schedules shall have a frequency of once per week on the same day as refuse collection.

4. Compliance with Driving Hauling Laws: Collection and transportation of all recyclable material shall be accomplished in accordance with all existing laws and ordinances and future amendments thereto, of the regulatory agencies of the State of Rhode Island and local governing bodies and departments.

5. Point of Collection: Collection shall be at curbside.

6. Data Collection: The Contractor shall collect the following data each day for each route and collection crew:

A. Total number of households on each route.

B. Number of households setting out any or all materials.

- C. Collection hours.
- D. Route miles.
- E. Date and general weather conditions.

This data shall be (submitted) in a monthly report (submitted to) the Municipality by the tenth (10th) day of the following month. Data sheets shall be available to the Municipality on request. All data and program information shall be retained for the period of the Agreement. The Municipality has the right to request any additional collection or contract related information from the Contractor as may be desired for the program.

7. Collection of Source Separated Recyclable Material: Separation of recyclables will take place at the source, i.e., individual residents will perform separation. Each dwelling unit will receive one reusable container into which recyclable material will be deposited. Green glass, brown glass, clear glass, aluminum and ferrous cans, and plastic milk bottles and plastic beverage containers will all be deposited into this container. Newspaper will be bundled or bagged and placed on top. The aforementioned materials shall be set out as described below.

The Contractor shall pick up the materials set out for collection in accordance with processing standards in paragraphs A-E below and paragraph 11. Materials to be picked up and delivered to the MRF include:

A. Glass - Rinsed whole bottles and jars, no cooking-ware, plate glass, safety glass, light bulbs, ceramics and non-glass materials. Caps, lids, and any type of top must be removed from the bottles. Labels may remain on the bottles, but bottles will be empty, rinsed and unbroken.

B. Tin Cans - Steel and tin-coated steel cans will be empty and rinsed.

C. Aluminum - Aluminum cans, containers, foil and aluminum furniture will be clean. The furniture will have its webbing removed and the cans will be empty and rinsed.

D. Newspapers - Dry and tied in bundles with string or placed in brown (kraft) paper bags. No additional magazines or other types of paper are permitted. Newspaper inserts are acceptable.

E. Plastic Beverage Containers: "HDPE" Milk jug type containers, and "PET" soft drink bottles, empty and rinsed, with tops, caps or lids removed. No other plastic bottles or containers are permitted.

8. Principal Recyclable Materials List: Should the Rhode Island Department of Environmental Management determine any of the above items to be non-recyclable or determine new recyclable materials during the term of the contract, the Municipality and the Contractor will negotiate a method for terminating or adding collection of those items.

9. Transportation: The Contractor is responsible for transporting collected materials to the Materials Recovery Facility (MRF) or any other site(s) as directed by the Municipality or RISWMC for recycling. Any load of material delivered to the MRF containing in excess of 10% residue as described in the Section entitled "Storage, Transfer & Transport Requirements" in this Appendix A and/or material not listed as Recyclable Material shall be disposed of by and at the expense of the Contractor in accordance with state and local law, rules and regulations.

10. Containers: The Contractor shall leave at the point of collection any reusable containers and any protective covers used to keep material dry. The Contractor shall be responsible for any damage caused to reusable containers and protective covers by the Contractor. Contractor shall not be responsible for damage resulting from weather or normal wear and tear.

11. Improperly Prepared Recyclable Materials: When the Contractor's crews encounter improperly prepared material or non-recyclable items, they must follow this procedure:

A. The Contractor shall pick up all recyclable materials except those contaminated by putrescibles or those which cannot be conveniently retrieved from the reusable container. Improperly sorted materials or contaminated materials will be left in the reusable containers or temporarily removed and returned to the reusable container. The Contractor shall leave a notice with the container that will inform the resident that material has not been properly sorted, and provide information on how to contact the Municipality's recycling coordinator for further information.

B. The Contractor shall supply data from the records of visitation maintained in accordance with Paragraph 11(A) of this Appendix A to the Municipality or State as requested. It shall be the responsibility of the Municipality's Recycling Coordinator to contact residents who repeatedly place improperly sorted material at the curb to encourage them to properly sort materials.

12. Missed Collection: The Contractor shall establish a procedure for receiving and responding to residential complaints of missed collections. A complaint of missed collection is a complaint received by 10:00 A.M. on the day following the regular scheduled collection day. Missed collections shall be picked up by 5:00 P.M. on the day following the scheduled day for route collection. The Contractor shall also serve those missed who call the Municipality.

13. Customer Information and Complaint Resolution: The City and the Contractor shall maintain and staff a telephone from 8:30 A.M. to 4:30 P.M., Monday through Friday. Staff shall be knowledgeable and courteous in answering customer information requests and resolving customer complaints regarding the recycling collection service. Calls must be returned by 3:00 P.M. if received by noon or by noon of the following business day if received later. All calls must be recorded in a log, noting date, time, address, request or complaint and method of resolution. The Contractor's log shall be made available to the Municipality on request. The Contractor shall meet with the Municipality as often as twice a month to review customer complaints and resolutions. In any such complaint, the resident shall be presumed correct until proven otherwise.

14. Clean-up on Route: The Contractor shall pick up all blown, littered and broken material resulting from the collection and hauling operations. Each vehicle shall be equipped with at least one broom and one shovel for use in cleaning up material and a storage place for such debris.

15. Collections on Holidays: The Contractor is not required to provide collection service on Saturdays or Sundays.

When the normally scheduled collection day for a given street or neighborhood falls on a municipally observed holiday, the Contractor will collect the materials according to the refuse collection schedule in the community. Such schedule will be provided to the Contractor by the Municipality.

16. Ice and Snow Policy: The Contractor is not required to provide collection service on any day when ice or snow causes the cancellation of regular refuse collection. Collections will be made according to the regular refuse ice and snow collection schedule. Residents will be notified on this policy in the initial municipal notice of collection service and reminders may be included in subsequent promotion materials.

17. Multi-Family Housing: If requested by residents, the Contractor may request permission from the Municipality to develop and provide collection service to residents of multi-family dwellings of more than four units with the cooperation and assistance of the dwelling unit owner and/or manager. If such service is approved by the Municipality, the recyclable materials collected from such multi-family housing units may be collected on route with other collection service in the same service area.

18. Non-Participation: The Contractor is responsible for identifying residents who are consistently failing to separate waste and place recyclable materials at the curb. These will be identified by collection personnel in accordance with procedures noted in Paragraph 11 above. It will be the responsibility of the Municipality's Recycling Coordinator to contact non-participants to encourage them to separate wastes and place recyclable materials at the curb.

EQUIPMENT REQUIREMENTS

1. Appearance and Cleanliness: All collection equipment used by the Contractor shall be approved by the Municipality. Collection equipment must be washed weekly and painted frequently enough to maintain a positive public image and minimize complaints from residents. The Municipality shall have the right to require collection equipment to be washed or painted.

2. Safety and Maintenance: All collection equipment must be maintained and operated in compliance with all local and state statutes, ordinances and regulations and to assure the safety of the collection crew and residents of the City. A maintenance log must be kept and be available to the Municipality on request. All collection equipment shall be equipped to totally cover and secure loads to prevent material blowing or falling out during collection and hauling.

3. Identification: All collection equipment shall be clearly identified by affixing the following items prominently and conspicuously to each side of the equipment:

- A. Contractor's name.
- B. Contractor's telephone number.
- C. City-approved sign identifying vehicle as a recycling collection vehicle.
- D. State recycling logos to be provided by the State.

4. Licensing and Inspection: The Contractor shall obtain all applicable licenses and permits and have all collection equipment inspected by the Municipality prior to commencement of recycling service. All such licenses and permits shall be paid for and maintained continuously for the term of the contract.

5. Operational Characteristics: Collection vehicles will be divided into at least two (2) compartments. Paper shall be placed in one compartment and mixed recyclables in the other. Paper and mixed recyclables shall be collected simultaneously but kept separate during the collection and transport process.

STORAGE, TRANSFER AND TRANSPORT REQUIREMENTS

1. Compliance with Zoning Ordinances: Any transfer and/or storage of recyclable materials shall be undertaken in a location suitable and adequate for such activity. Transfer and storage facilities shall comply with all local zoning ordinances and any other applicable local and state statutes, ordinances and regulations. Use of transfer stations for recyclable materials is prohibited unless approval therefore has been obtained from RISWMC.

2. Materials Flow Plan: Criteria will be established for acceptance of loads deemed unsuitable for processing at the MRF. For the first few months of the program, when the Contractor enters the MRF with a load, it will be dumped on the tipping floor and sorted with the use of a front-end loader. If the load contains in excess of ten (10%) percent residue, meaning broken glass, crushed (unless otherwise specified by DEM) and dirty cans, material in plastic bags, or items not listed as recyclables by the Municipality, the MRF will not accept these materials. It will then be the responsibility of the Contractor to dispose of the recyclables in a suitable manner.

PERSONNEL REQUIREMENTS

1. Appearance of the Collection Crew: The Contractor shall assure that all collection crew workers are suitably and adequately attired. Workers shall wear or carry identification.

2. Employee Training: The Contractor shall train collection crews, transfer and storage employees, and office staff before initiating collection and before the Contractor permits an employee to begin work. Materials for use in training collection crews will be made available to the Contractor for this purpose.

3. Compliance with Applicable Ordinances and Laws: The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

CONTRACTOR REQUIREMENTS

1. Office: The Contractor shall train collection crews, transfer and storage employees, and office staff before initiating collection and before the Contractor permits an employee to begin work. Materials for use in training collection crews will be made available to the contractor for this purpose.

2. Records and Reports: The Contractor shall maintain records and reports required by the Municipality as noted in the Specifications and Contract, including all record-keeping and reporting and reporting necessary for the Municipality to obtain State funding assistance in accordance with RISWMC guidelines and the Rhode Island Department of Environmental Management's Municipal Recycling Regulations as amended.

Contractor shall provide reports of these costs to the Municipality by the 10th day of the month following performance of the services reported. Contractor shall promptly respond to requests related to records and reports which are directly pertinent to the contract and shall provide such information as may be required by the State to fulfill reimbursement requirements.

3. Project Coordination: As scheduled by the Municipality or at the Contractor's request, the Contractor shall attend project status meetings as often as once a month.

4. Promotion and Education: The Contractor shall participate in Municipality-directed promotion and education efforts as outlined below:

A. Once a year distribution of notice of service availability to each targeted household during the first year and up to two notice distributions in subsequent years.

B. Distribution of notices of improperly prepared materials, of collection schedule changes, of unacceptable materials or any other pertinent information to residents as required.

C. Advertisement of service availability and service area in the yellow pages telephone book.

D. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.

E. Availability once per year to participate in promoting the collection service at area fairs, neighborhood association programs, or other community events.

F. Advice to the Municipality on promotion and education material content and presentation.

The State or the Municipality is responsible for the development, printing, and supplying of promotion and education materials.

5. News Releases: News releases pertaining to this Contract or to the services to which it relates will not be made by the Contractor without prior approval by, and then only in coordination with, the Municipality and the State.

6. Provision of Other Services: The Contractor shall not perform, promote or solicit other recycling services in the Municipality while providing recycling collection services under terms of this Contract without express permission of the Municipality and the State.

7. Replacement of Qualified Managers: The Contractor shall maintain at all times in its employment qualified manager(s) as required in the qualifications for bidding. Should a qualified manager terminate employment with the Contractor and if no other qualified employee is then employed by the Contractor to supervise the Contract work, the Contractor shall hire, within fifteen (15) calendar days of said termination, a qualified manager.

8. Liability & Workers' Compensation Insurance: The Contractor shall maintain, at all times, public liability and workers' compensation insurance as specified in Paragraphs 15 and 16 of the Contract (Section VI).

PAYMENT CALCULATION

Contractor Responsibilities:

A. The Contractor shall establish the tare weight of each vehicle used for collecting recyclables. This will be done at certified scales and in the presence of a representative of the Municipality and/or the State. Said vehicle shall be loaded at the time of weighing with approximately one-half (1/2) of its fuel capacity, the containers (boxes, bins, or drums) that will be used for recycling collection, and the driver who normally drives the vehicle.

B. The Contractor shall weigh each vehicle load of recyclable materials which have been collected as part of this Contract and submit the scales receipt to the Municipality on the fifth (5th) day of each month. All weighing records must be kept by the Contractor and must be certifiable by the State of Rhode Island.

C. If the Contractor is found to be falsifying the amounts of recyclables collected, delivered and/or sold, the Municipality reserves the right to terminate the Contract and/or take other corrective measures.

Municipal Responsibilities:

A. Monthly payments will be paid to the Contractor by the Municipality within thirty (30) calendar days after the Contractor has submitted his invoice for services. Payment shall be the responsibility of the person in charge of municipal finance.

B. Provide prompt follow-up on cases of improperly sorted materials and non-participation which are reported by the Contractor to the Municipality's Recycling Coordinator.

C. Publicize collection schedules and materials preparation requirements.

D. Enforce mandatory separation and anti-scavenging ordinances.

E. Work with Contractor in identifying and resolving service problems.

F. Conduct a public information program, with support from the State.

G. Provide for the distribution of set-out containers to all service households.

H. Coordination of holiday collection dates.

SCOPE OF WORK: RECYCLING COORDINATORS OR MUNICIPAL EMPLOYEE CHARGED WITH COORDINATING RECYCLING PROGRAM

I. MUNICIPAL CURBSIDE RECYCLING

A. Before Start of Program

1. Attend State-sponsored training sessions.
2. Write, oversee and expedite passage of municipal ordinance.
3. Technical Requirements (if any tasks listed below will be performed by a Contractor, it is the coordinator's responsibility to see that the task is completed in a satisfactory and timely manner):
 - A. Compile address lists for container delivery and promotional mailings if necessary (3 months prior to start).
 - B. If municipal collection, hire qualified driver/s.
 - C. If municipal collection, oversee procurement of equipment.
 - D. Design specific routes for recycling trucks/that recycling routes are balanced evenly to promote efficient collection.
 - E. Develop comprehensive plans for receipt and delivery of containers (2 months prior to start).
 - F. Make arrangements for and oversee driver training (6 weeks prior to start).
 - G. If municipal collection, make arrangements for maintenance and repair of truck, including

replacement vehicles if necessary (1 month prior to start).

- H. If municipal collection, make arrangements for registration and insurance of truck (1 month prior to start).
- I. Inform public of collection schedule through news, ads, etc. (only with prior approval of DEM).
- J. Supervise container distribution (1 week before).
- K. Prepare RFP for recycling collection services.
- L. Negotiate with hauler or drivers.

4. Administrative:

- A. Coordinators are expected to work 35 hours a week (full-time), 17.5 hours a week (half-time), or 8.75 hours a week (quarter-time). Quarter-time and half-time Coordinator's duties shall be apportioned between the duties described herein below by agreement between DEM, RISWMC and Municipality. Within this framework, coordinators may set their own hours (subject to approval by the State and the Municipality).
- B. Develop system for keeping records required by State.
- C. Prepare annual program budget.
- D. Complete application for State grants-in-aid program.
- E. Coordinate with and oversee work of Contractor when applicable.

5. Promotional (in conjunction with the State. Do not expend any funds for promotion without prior approval from the State):

- A. Schedule and contact local public speaking sessions to promote program.
- B. Write press releases and make media appearances.
- C. Develop fact sheets and/or press kits for local use.

- D. Arrange city-wide public information meeting.
- E. Answer requests for information, resolve complaints and requests.

B. Technical Responsibilities

1. Technical

- A. Monitor daily operation of program.
- B. Collect required data according to RISWMC program performance requirements.
- C. Supervise and evaluate other recycling personnel.
- D. Oversee activities of Contractor where applicable.
- E. Inform public of any changes in collection schedules when necessary.

2. Administrative

- A. Set performance benchmarks, objectives for program.
- B. Monitor and report on program effectiveness and implementation of any refinements and modifications that are necessary according to RISWMC program performance requirements.
- C. Prepare yearly budgets.
- D. Update and revise municipal ordinance when necessary.
- E. Submit bills to the State in accordance with reimbursement requirements.
- F. Keep city councils/mayors informed of status of program.
- G. Conduct any negotiations that may be required with employees, contractors or vendors.
- H. Oversee work of Contractor.
- I. Review Contractor bills for validity and accuracy.

- J. Renew application for funding with the State when necessary at least 2 months prior to start of the next funding cycle.

3. Promotional (only to the extent that such functions are not already performed by the State pursuant to its responsibility under the law):

- A. Handle public complaints, requests, and inquiries.
- B. Schedule and conduct public speaking session (once per year in all municipal schools).
- C. Write press releases when needed/desirable to sustain momentum.
- D. Develop promotional material to correct problems or change behaviors.
- E. Keep press kits up-dated.

II. NON-MUNICIPAL RESIDENTIAL RECYCLING

In accordance with the proposed DEM commercial recycling regulations, the coordinator will work with DEM and RISWMC to implement recycling in multi-family residential structures.

III. SCHOOL RECYCLING

Research, develop, implement and monitor a recycling program in local schools.

- A. Gain support of school committee and officials.
- B. Set up mechanics or program--vendors, collection, etc.
- C. Promote program through "how-to sessions."
- D. Maintain weight records.
- E. Conduct on-going monitoring and evaluation of program.
- F. Improve program as indicated in evaluations.

IV. MUNICIPAL OFFICE RECYCLING

(Same as School Recycling.)

V. ADDITIONAL RECYCLING TASKS

With DEM/RISWMC, develop and implement remaining components of recycling program for municipality.

Pursue any State or Federal funding that may be available to enhance recycling locally.

After municipal recycling program is underway, the recycling coordinator may be requested by DEM and/or RISWMC to undertake other recycling programs such as research, develop, implement, and promote a composting program suitable for the community or develop additional recycling programs for the commercial waste stream.

APPENDIX B

MUNICIPAL RECYCLING PROGRAM MONTHLY PERFORMANCE REPORTING REQUIREMENTS

To satisfy minimum performance requirements, the reports referenced and described below should be completed by the Municipality and submitted to the State on a monthly basis on forms provided by the state.

Performance Report: Monthly Program Objectives.

Each month the Municipality should establish long-term and short-term program objectives, including setting specific performance benchmarks, initiating specific sound waste management practices, and improving program efficiency and effectiveness.

In its performance report the Municipality should summarize the extent to which it has accomplished its objectives established for the month just completed.

Performance Report: Program Statistics.

The Municipality should provide the monthly figures for the quantity of municipal waste recycled, expressed both in tons and as a percent of the total municipal solid waste generated. The figures for each of the previous months during that year should also be listed. A discussion as to why the waste diversion rate may have increased/decreased should be included.

Performance Report: Container Replacement form.

The Municipality shall submit a completed container replacement form each month. Forms shall be provided by the state.

APPENDIX C

FISCAL ASSURANCES

1. The Municipality agrees to segregate all receipts and disbursements pertaining to this Agreement from receipts and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal coding system.

2. The Municipality assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.

3. The Municipality assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports, time distribution reports and any other relevant documentation.

4. If Municipality-run collection is undertaken, the Municipality assures a separate subsidiary ledger of equipment and property will be maintained.

5. The Municipality agrees any unexpended funds from this Agreement are to be returned to RISWMC at the end of the time of performance unless RISWMC gives written consent for their retention.

APPENDIX D

GRANT ADJUSTMENT METHODOLOGY

The negotiated second year recycling grant shall serve as a basis for determination of the grant award for year 3. Four (5) adjustments will be made:

1. Deduction of Start-Up Costs, which pertain to first year only.
2. Allowance for Cost-of-Living Increases for Administrative Contract Costs.
3. Adjustments due to change in regulation or destination.
4. Re-evaluation and deduction of Solid Waste Savings.
5. Deduction of costs of second coordinator's position.

1. Start-Up Costs:

All first-year-only or "start-up" costs shall be deducted from the first year grant award to determine the grant for succeeding years.

A sum of \$250 shall be budgeted for second-year unanticipated administrative costs. The \$250 will be credited to the Corporation at the end of Program Year 2 if not expended by the Municipality.

2. Allowance for Cost-of-Living Increases:

Administrative and coordination expenses, after deduction of start-up costs, will be adjusted by level funding all expenses and increasing salaries for cost-of-living using the indices applied by the municipality for payroll expenses OR 5%, whichever is lower. The grant allotment for collection and hauling of recyclables will be adjusted by the actual percentage increase or decrease of City's contract with United Sanitation, Inc, as calculated pursuant to that contract or 5%, whichever is lower.

3. Adjustments Due to Change in Regulation or Destination:

Currently, recycling collection program costs are based upon materials defined by Regulation as recyclable plus PET (soda bottles) and HDPE (Milk jug-type) rigid containers. The DEM may add or subtract materials from this list depending upon environmental, technical, and economic considerations. Also, the directed delivery point for the recyclable materials may be revised when future facilities are constructed. Any such revisions must be incorporated into municipal recycling programs.

The DEM will prepare detailed plans which project the cost impact of any revisions to its municipal recycling arrangement. The DEM plans will serve as a basis for negotiating an adjustment to RISWMC's grant-in-aid to the Municipality if any adjustment is necessary.

4. Re-evaluation and Deduction of Solid Waste Savings:

The Corporation shall use the annualized amount of recycling in the first and second year of the recycling program as the basis for solid waste savings to be deducted from the grant in Year 3.

APPENDIX E

TABLE 1

BUDGETARY BASIS OF GRANT AWARD
CITY OF PROVIDENCE

ADMINISTRATION AND COORDINATION

COORDINATORS' SALARY (incl. benefits)	32,340.
ASS'T COORDINATORS SALARY (inc. ben.)	27,949.
PHONE (\$40/MONTH)	480.
TRAVEL (208 MI/MO x \$.20/MI)	500.
MISC. OFFICE EXPENSE	150.
PUBLIC EDUCATION	10,000.
 SUBTOTAL	 71,419.

COLLECTION AND HAUL

AS PER CONTRACT	872,632.
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LESS SOLID WASTE SAVINGS

SEE TABLE 2, ATTACHED	(147,778.)
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TOTAL GRANT AMOUNT	796,273.
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CITY OF PROVIDENCE

TABLE 2

CALCULATION OF SOLID WASTE SAVINGS

TONS RECYCLED IN YEAR 1

1989	NOVEMBER	759.42
	DECEMBER	692.12
1990	JANUARY	738.56
	FEBRUARY	584.54
	MARCH	667.41
	APRIL	721.21
	MAY	761.20
	JUNE	692.35
SUBTOTAL, NOVEMBER THROUGH JUNE		5,616.81
1990	JULY	677.62
	AUGUST	685.19
	SEPTEMBER	618.28
	OCTOBER	768.99
SUBTOTAL, JULY THROUGH OCTOBER		2,750.08
TOTAL RECYCLED, YEAR 1		8,366.89

TO CALCULATE YEAR 2 SOLID WASTE SAVINGS, ASSUME:

- 1) WITH NO CHANGE IN PROGRAM, 8,366.89 TONS WILL BE RECYCLED IN YEAR 2, AND
- 2) SECOND COORDINATOR WILL INCREASE TONS RECYCLED SUFFICIENTLY TO COVER HIS SALARY OF \$27,949.

(TONS RECYCLED x TIP FEE) + 27,949 = SOLID WASTE SAVINGS

NOV 1990 to JUNE 1991:	5616.81 (13.98) =	78,523.00
JULY to NOVEMBER, 1991:	2750.08 (15.02) =	41,306.20
SECOND COORDINATOR SALARY		27,949.00
TOTAL SOLID WASTE SAVINGS, YEAR 2		147,778.20