

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 555

Approved November 28, 1989

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,

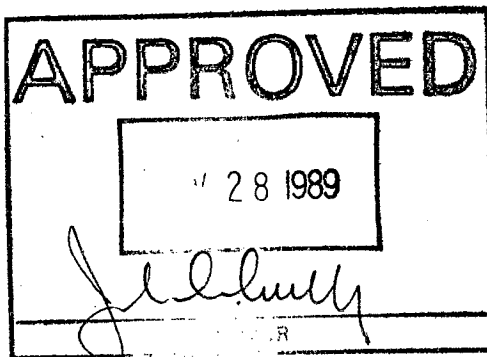
NOW, THEREFORE, BE IT RESOLVED, That His Honor the Mayor be and he hereby is authorized to execute an agreement with the Rhode Island Solid Waste Management Corporation, to permit the City's participation in the Statewide Recycling Program, a copy of said agreement is attached hereto as Exhibit A, and

BE IT FURTHER RESOLVED, That the contract requires the City of Providence to establish a program for the collection of designated recyclable materials, and the State agrees to provide start up financial aid to support the program, and provide containers for each household within the City.

IN CITY COUNCIL  
NOV 16 1989  
READ AND PASSED

  
PRES.

  
CLERK



IN CITY COUNCIL  
JUL 13 1989  
FIRST READING  
REFERRED TO COMMITTEE ON

PUBLIC WORKS

Rose M. Mandlow CLERK

THE COMMITTEE ON *Aug. 9, 1989*  
PUBLIC WORKS

Recommends *Be Continued*

Michael R. Clement  
*Sept. 6, 1989* Clerk

THE COMMITTEE ON  
PUBLIC WORKS

Approves Passage of  
The Within Resolution

Rose M. Mandlow  
Clerk ~~Chairman~~  
*October 1, 1989*

Councilman Haines, Councilman Dillon & Councilwoman Ferguson (By Request)

EXHIBIT A

Genesi 1/4/89

AGREEMENT  
Between the  
RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION  
and the  
CITY/TOWN OF

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by and between the RHODE ISLAND SOLID WASTE MANAGEMENT CORPORATION (RISWMC) and the City/ Town of \_\_\_\_\_ (Municipality).

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

WHEREAS, Municipality is entering the Recycling Program mandated by 23-18.9-1 and the Municipal Recycling Regulations AS amended ("the Regulations") adopted by the Department of Environmental Management ("DEM");

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 \_\_\_\_\_ through and including \_\_\_\_\_ Municipality has entered into a Contract for the collection and hauling of recyclable materials dated \_\_\_\_\_ with \_\_\_\_\_

\_\_\_\_\_ and this Agreement is incorporated herein by reference. Municipality shall require full performance by the Contractor of the said Contract Municipality shall not waive any of the provisions of the Contract without the express written consent of RISWMC.

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

4. Municipality shall permit the RISWMC to conduct performance audits of the \_\_\_\_\_ Recycling Program to determine whether the \_\_\_\_\_ Recycling Program is meeting the requirements of that program.

5. Time is of the essence for the performance of the Municipality's obligations hereunder.

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 carry or where applicable cause its Contractor to carry appropriate insurances for trucks used in connection with the Recycling Program, workers compensation insurance, liability insurance, and property damage insurance sufficient to adequately protect Municipality in the event of some unforeseen occurrence.

9. Municipality shall defend and hold harmless the RISWMC from and against any and all lawsuits, causes of actions, claims of any kind, brought or in connection with or occasioned by use of any vehicle used in the \_\_\_\_\_ Recycling program or any substitute therefore by the negligent act or omission of the employees, servants or agents of the City/Town of \_\_\_\_\_.

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

11. Municipality shall comply with the Fiscal Assurances set forth in Appendix C. Appendix C 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 for the Recycling Program.

12. Municipality shall dedicate 100% of the monies referenced in Article II herein to fund its Recycling Program in accordance with the requirements of this Agreement.

## II. RISWMC RESPONSIBILITIES

1. BUDGET: Total reimbursement for services to be undertaken by the Municipality shall be for one year commencing \_\_\_\_\_ through and including \_\_\_\_\_ the lump sum amount of \$ \_\_\_\_\_. Requests for reimbursement shall be made on a quarterly basis. The general terms for Years 2 and 3, Grant awards for the Municipality shall be set in accordance with the methodology set forth in Appendix D. Appendix D is made a part of this Agreement by reference. Year 2 and 3 grant awards shall be contingent on satisfactory recycling performance in Year 1 and on continued performance by the

Municipality of all required recycling responsibility in Years 2 and 3.

2. METHOD OF PAYMENT: The RISWMC will pay to the Municipality the total amount of \$\_\_\_\_\_. 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 \$\_\_\_\_\_ except as set forth herein.

3. All requests for reimbursement must first be submitted to DEM and RISWMC for verification and confirmation.

### III. CHANGE IN LAW

1. RISWMC and Municipality's obligation shall remain as provided for herein unless their respective duties and/or abilities to perform are substantially impaired by a change in the law (whether Federal, State or applicable local) acts, statutes, ordinance or regulations after the date of the signing of this Agreement by the authorized representative of RISWMC and the Municipality.

### IV. FAILURE TO PERFORM

1. RISWMC reserves the right to withhold any and all sums required to be paid pursuant to Article II hereof in the event the Municipality fails to comply with any of the terms, conditions, responsibilities and obligations set forth in this Agreement. Notwithstanding the right of RISWMC to withhold funds and independent thereof, 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.

V. CONDITIONS PRECEDENT

1. Municipality shall forward to RISWMC a certified copy of its Municipal Recycling Ordinance substantially in the form contained in the document entitled State of Rhode Island and Providence Plantations Phase I & II Master Recycling Planning Study dated February 1988, published jointly by the DEM and RISWMC.

VI. Municipality shall provide RISWMC with an opinion of the City or Town Solicitor that this Agreement has been properly authorized by the governing body of said Municipality and that the same is duly executed by the properly authorized official.

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

CITY/TOWN OF

\_\_\_\_\_

By: \_\_\_\_\_

RHODE ISLAND SOLID WASTE  
MANAGEMENT CORPORATION

By its Director

\_\_\_\_\_  
THOMAS E. WRIGHT  
260 WEST EXCHANGE STREET  
PROVIDENCE, RI 02903

## APPENDIX A

### STATEMENT OF MUNICIPALITY RECYCLING PROGRAM

(Where Municipality is using its own forces, Contractor shall mean the Municipality)

#### COLLECTION REQUIREMENTS

1. Service Area: The Contractor shall drive by and provide collection service to residents living in single-family and up to and including ( ~~sixplex~~ ) dwellings in a service area. State or City-provided promotion materials will be distributed, informing residents as to when and how the materials will be recovered. 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 (6:30 am). All collections for each scheduled day shall be completed by (5:00 pm). Residents shall be asked to set out recyclable materials by (6:15 am). 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 homeowners will perform separation. Each household will receive a 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, free from 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, dry and unbroken.

B. Tin Cans - Steel and tin-coated steel cans will be empty, rinsed, dried and have all labels removed.

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

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.

E. Plastic Beverage Containers - "HDPE Milk Jug type containers", and soft drink bottles, empty, rinsed and dry, 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 City 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 collector 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 collector shall leave a State-provided form in the container. The form will notify 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 am on the day following the regular scheduled collection day. Missed collections shall be picked up by 5:00 pm 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 Contractor shall maintain and staff a telephone from 8:00 am to 3:00 pm, 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 pm 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 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 of 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 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 tons 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 collec-

tion 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 prior 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, 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, provided by DEM and DEM's technical consultant, 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, provided by DEM and DEM's technical consultant, 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 his/her 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 has been collected as part of this Contract and submit the scale receipts 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.

### Municipality 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 City Department of 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 Department of Environmental Management.

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 8.74 hours a week (quarter-time). Quartertime 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 DEM. Do not expend any funds for promotion without prior approval from DEM):

- 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 town-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. Up-date 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 auditing requirements, the reporting forms referenced and described below should be completed by the Municipality and submitted to the State on a monthly basis.

#### Performance Reporting Form P-1: Monthly Program Objectives.

Each month the Municipality should establish program objectives for the next month, 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 Reporting Form P-1: Waste Diversion Rate.

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 Reporting Form P-3: Program Participation/Non-Participation.

The Municipality shall report on the incidence of program non-participation, cause for non-participation, steps

taken by the recycling coordinator to address the situation, and corresponding results. The performance report will discuss actions taken by the Municipality to increase participation on streets, in neighborhoods, and on routes which have been identified by collection vehicle operators as having significantly lower-than-average program participation.

Performance Reporting Form P-4: Quality of Source-Separated Materials.

The Municipality shall address the issue of the quality of recyclable materials source-separated including number of loads and tonnage rejected from the MRF (if any), cause for rejection, number of non-compliance "violations" issued during the month, common or re-occurring non-compliance problems. The performance audit should also contain a summary of driver observations regarding the quality of recyclable materials based on non-compliance forms, summary of driver actions to maintain quality of recyclable materials, steps taken by the recycling coordinator to address particular problems or problem households, and corresponding results. The Municipality will formally address any specific, significant issues of recyclables quality observed by the MRF operator and transmitted to the Municipality via the State.

Performance Reporting Form P-5: Collection Efficiency:

The Municipality should summarize all relevant data and describe any significant changes in collection speed and efficiency. The summary should contain the number of households and route mileage of each collection route. The data should be analyzed in comparison to previous months' data and conclusions should be drawn regarding collector performance.

Which particular streets, housing units, or housing types are particularly difficult to collect from? How will the

situation be improved? The Municipality should comment on any refinements and modifications in procedures undertaken to increase efficiency and effectiveness.

Performance Reporting Form P-6: Public Information/  
Education Program:

The Municipality should summarize the public information events, which were conducted during the month, as part of its sustained public information program. The Municipality should comment as to the particular merits of each initiative and the type of audience reached. The Municipality should generally comment as to the success of the initiatives and any improvements recommended for future activities.

Performance Reporting Form P-7: Recycling at Public Events:

The Municipality should list each public event during the month, the conduct of which generates solid waste for which the City or Town accepts responsibility for disposal. The Municipality should briefly address the required efforts to separate recyclable materials at such events, and the relative success of such efforts.

Performance Reporting Form P-8: Other Relevant Activities:

Municipality should describe objectives and outcome of other recycling activities.

The Municipality may also be required to fill out other reporting forms as may from time to time be required by RISWMC and DEM.

## APPENDIX C

### FISCAL ASSURANCES

1. The Town 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 Town assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.
3. The Town 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 Town assures a separate subsidiary ledger of equipment and property will be maintained.
5. The Town 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 first-year recycling grant shall serve as a basis for determination of the grant award for years 2 and

3. Typically, five (5) adjustments must be made:

1. Deduction of Start-Up Costs, which pertain to first year only.
2. Allowance for Cost-of-Living (inflation) Increase.
3. Allowance for Change in Structures serviced. This allowance shall cover the cost of administration and additional recycling boxes as the same may be necessary.
4. Adjustments due to change in regulation or destination.
5. Re-evaluation and deduction of Solid Waste Savings.

#### 1. Start-Up Costs:

All first-year-only or "start-up" costs shall be deducted from the first year grant in the determination of the grant for succeeding years. Such costs to be deducted may include: Telephone answering machine, first year legal announcements, recycling coordinator ad, and the start-up cost allowance. In addition, the cost of container distribution and the 3-month coordinator start-up salary shall be deducted.

Further deductions may apply to the program coordinator's salary, so as to conform to 8.8-1.e-1 of the Municipal Recycling Regulations (Note: This deduction would apply only to a pilot program community, if applicable at all).

A sum of \$550 shall be budgeted for second-year unanticipated administrative costs. The \$550 will be credited to the Corporation at the end of Program Year 2 if not expended by the

## 2. Allowance for Cost-of-Living Increase:

The Revised Base Cost for Year 2 (RBC2) equals:  
(First Year Grant) - (Start-Up Adjustment) +  
(First Year Solid Waste Savings)

The RBC2 figure reflects the anticipated, program costs for Year 2, unadjusted for cost-of-living. The State proposes to cap cost-of-living increases for any program implemented in fiscal year 1989 at five (5%) percent. In current solid waste collection practices, municipalities may use various different indices related to consumer prices or may negotiate a fixed percentage increase. The Municipality may prefer to negotiate increases for collection of recyclables in a similar manner.

To provide flexibility to the Town and to discourage contractors from charging a full five (5%) percent cost increase during periods of low inflation, RISWMC will adjust the RBC2 by the full percentage increase of the recyclables collection bid OR five (5%) percent, whichever is lower, to produce an Adjusted Base Cost for Year 2 (ABC2).

$$ABC2 = RBC2 \times (1 + \% \text{ increase in recyclables collection contract cost}), \text{ OR } RBC2 \times 1.05,$$
whichever is lower.

## 3. Allowance for Change of Structures Serviced:

In the Recycling Plan, the DEM shall state the projected number of structures to be serviced in the Municipal Recycling Program for Years 1, 2, 3. From ABC2 and the corresponding structure figure for Year 1, an Adjusted Cost per Structure Serviced (ACpSS) figure is calculated.

$$ACpSS = ABC2 / \text{Year 1 number of structures serviced.}$$

The allowance for Change of Structures

Serviced (ACSS2) = ACpSS x (increase in structures serviced from Year 1 to Year 2).

The allowance will be negative (deducted from the grant award) if fewer structures are serviced in Year 2 than in Year 1.

4. 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. Revisions will impact both collection and administrative costs. The DEM plans will serve as a basis for negotiating an adjustment to RISWMC's grant-in-aid to the Municipality.

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

For various reasons, a Municipality may not be able to accurately calculate and/or capture solid waste savings resulting from the implementation of the recycling program during the first program year. Prior to the determination of future recycling grant awards, the Municipality shall reevaluate the issue of solid waste savings. The Revised Solid Waste Savings (RSWS) figure shall be deducted from the program costs to determine the grant-in-aid in accordance with the Municipal Recycling Regulations. DEM and RISWMC must review and approve the RSWS figure prior to grant award.

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GRANT-IN-AID for Year 2 =

ABC2 + ACSS2 + regulation change - RSWS

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Methodology for Year 3 award:

The methodology for determining the grant-in-aid for Year 3 is analogous to that of Year 2.

ABC3 = ABC2 x (1+ % increase in recyclables collection contract cost), OR ABC2 x 1.05, whichever is lower.

ACpSS = ABC3 / Year 2 number of structures serviced.

The Allowance for Change of Structures Serviced (ACSS3) = ACpSS x (increase in structures serviced from Year 2 to Year 3).

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GRANT-IN-AID for Year 3 =

ABC3 + ACSS3 + regulation change - RSWS

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CITY OF PROVIDENCE  
DEPARTMENT OF PUBLIC WORKS

INTERDEPARTMENTAL MEMORANDUM

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TO: Rose M. Mendonca - City Clerk  
FROM: Ethelyn C. Anderson - Chief, Planning & Maint. Mgt.  
DATE: June 16, 1989  
SUBJECT: Recycling Contract

The attached resolution is being forwarded to you with a request that it be placed on the docket for the next City Council Meeting.

Fifteen copies have been included as requested by Mike Clements.

Sincerely,



Ethelyn C. Anderson

EA/fm

FILED

JUN 20 2 15 PM '89

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.