

# SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

**RHODE ISLAND RESOURCE RECOVERY CORPORATION**

And the

**MUNICIPALITY**

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

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

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

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

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

3. **FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation the municipal disposal fee set in accordance with the Rule “Municipal Solid Waste Disposal Fee Pricing Structure and Procedure”, § 845-RICR-00-004 (Attachment 1), as adopted by the RIRRC Board of Commissioners on November 30, 2022, for the disposal of all its MSW up to its annual MSW Cap as defined herein below. The municipal disposal fee will be fifty-eight dollars and fifty cents (\$58.50) per ton in Fiscal Year 2024 (the one-year period from July 1, 2023 through June 30, 2024) and sixty-three dollars (\$63.00) per ton in Fiscal Year 2025 (the one-year period from July 1, 2024 through June 30, 2025).
- a) **Municipal Solid Waste Cap (MSW Cap).** MSW Cap means the MSW tonnage established by the Corporation for each municipality to dispose of at the municipal disposal fee. The MSW Cap is calculated each year in accordance with the Rule “Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments,” § 845-RICR-00-003 (Attachment 2). The Corporation shall notify municipalities of the MSW Caps for the following fiscal year no later than April 1 of each current year.
- b) **“Over the Cap” MSW Disposal Fee:** During Fiscal Year 2024 and Fiscal Year 2025, Municipality agrees to pay the Corporation one hundred and fifteen dollars (\$115.00) per ton for disposal of all MSW in excess of its annual MSW Cap.

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

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

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

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

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

- a) **MRF Load Inspection and Rejection Procedure:** The minimum quality standards have been established for Mixed Recycling and are defined in Attachment 3, Materials Acceptance Criteria. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the Municipality electronically by e-mail of any rejected loads, generally within 24 hours after the close of business on the day of the load rejection. Load rejection email notifications will normally include a report identifying the material quality issue and include photographs of the contamination. Continued failure of Municipality to meet the minimum quality standards may result in a determination that this agreement has been breached. Municipality shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.
- b) **Rejected Loads.** There will be an Equipment Use/MRF Rejected Load Handling Charge assessed for any load of municipal Mixed Recyclables that is rejected by the MRF, requiring reloading into a RIRRC vehicle for transfer to the landfill. The tonnage associated with the rejected load will be charged to the Municipality at its applicable MSW rate and applied to the Municipality's annual MSW Cap as defined in Section 3 of this Agreement.

**7. MUNICIPAL RECYCLING AND DIVERSION PLANS.** Pursuant to RIGL § 23-19-13(e)(3), the municipality's 2023-2024 Recycling and Diversion Plan serves as an addendum to this Agreement. It includes a residential and municipal waste stream evaluation and a description of the process by which thirty-five percent (35%) of its solid waste will be recycled and fifty percent (50%) of its solid waste will be diverted from landfilling. The Municipality is responsible for implementing the plan and reporting on the results. Reporting will be accomplished through completion of the Corporation's 2023 annual data survey. An updated municipal recycling and diversion plan for the 2025 and 2026 time frame will be provided to the Corporation prior to February 1, 2025.

**8. DISPOSAL FEES FOR OTHER MATERIALS.** Municipality agrees to pay the Corporation, any appropriate fees for materials delivered as set forth in the attached Fee Schedule and incorporated herein by reference (Attachment 4). Municipality agrees to only deliver materials that the Corporation accepts as outlined in Attachment 3 (Materials Acceptance Criteria). Municipality is encouraged to find alternate disposal or recycling options for other materials that can be diverted from the Central Landfill, including appliances (white goods), batteries, bulky rigid plastics, construction & demolition debris (C&D), leaf & yard waste (including brush, Christmas trees and stumps), scrap metal, unrecoverable (non-recyclable) mattresses, tires, and wood pallets, but excluding Mixed Recyclables as defined in Section 6.

- a) **Leaf & Yard Waste.** For the term of this agreement and pursuant to RIGL § 23-19-3(17), the Corporation shall accept segregated leaf and yard waste from Municipality at no cost for tonnage up to its annual leaf and yard waste Cap (L&YW Cap). The L&YW Cap shall mean the leaf and yard waste tonnage established by the Corporation for each municipality, calculated by multiplying the municipal population (as determined by the more current of the decennial U.S. Census or the State of Rhode Island Statewide Planning Population Projections) by 0.025 tons. The L&YW Caps for the following fiscal year shall be disseminated with the MSW Caps, as outlined in Section 3 above, no later than April 1 of each current year.
  - i) Leaf and Yard Waste Borrowing Program. Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. Pursuant to RIGL § 23-19-3(17), municipalities can borrow up to one-half (1/2) of their established L&YW Cap from other municipalities, subject to the provisions outlined in the Municipal Leaf and Yard Waste Debris Cap Sharing Policy and Form (Attachment 5), attached and incorporated herein by reference.

ii) “Over the Cap” L&YW Disposal Fee. In accordance with RIGL § 23-19-3(17), Municipality agrees to pay the Corporation twenty-five dollars (\$25.00) per ton for the acceptance of all leaf and yard waste in excess of its annual L&YW cap or adjusted L&YW Cap (the Municipality’s established annual L&YW Cap plus any tonnage received from the leaf and yard debris borrowing program).

b) **Construction and Demolition Debris (C&D).** Acceptable C&D is only that material as defined by RI Department of Environmental Management Solid Waste Regulation, § 250-RICR-140-05-1 and further defined in Attachment 3 (Materials Acceptance Criteria). C&D is landfilled and tonnage will be applied against the Municipality’s annual MSW Cap as defined in Section 3 of this Agreement and charged to the Municipality at its applicable MSW rate. It is recommended that municipalities attempt to find alternate outlets for C&D.

**9. UNACCEPTABLE MATERIALS.** No materials delivered pursuant to this Agreement may contain: any waste generated or collected outside the State of Rhode Island; hazardous waste, as defined in RIGL § 23-19.1-4 (4); or any other waste prohibited in statutes, regulations or Materials Acceptance Criteria (Attachment 3) by the U.S. Environmental Protection Agency, the R.I. Department of Environmental Management or The Corporation. This Agreement shall not apply to the disposal of any other type of solid waste as defined under “Ineligible Solid Waste” in Section 2.

**10. TRANSFER OF MATERIALS.** Municipality must apply to the Corporation in writing for permission to utilize a transfer station for the shipment of Mixed Recyclables, MSW, or any other material(s) as defined above in Section 8 and Attachment 3 (Materials Acceptance Criteria) to Corporation facilities for the term of this Agreement. These materials can be transferred only if the Corporation grants permission in writing to do so and all transfers must comply with the Corporation’s “Municipal Transfer Policy,” Attachment 6, attached and incorporated herein by reference.

**11. AGREEMENT INCENTIVES.** To be eligible to participate in the below incentive programs, Municipality must have fully executed this Agreement with the Corporation and meet the minimum applicable eligibility requirements of each:

a) **Finished Compost.** Pursuant to RIGL § 23-19-3 (17) and subject to the provisions outlined in the “Compost Distribution Policy,” Attachment 7, attached and incorporated herein by reference, the Corporation will periodically make finished compost available free of charge to those municipalities that have also delivered leaf and yard waste to the Corporation during the current fiscal year.

b) **MRF Profit Share.** When the Board of Commissioners authorizes, a MRF profit share shall be offered to eligible municipalities. MRF profit share will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF commodities less: all direct operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRC administrative overhead. Municipality must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use “Recycling Profit Share Annual Reporting Form” (Attachment 8) to record and report to the Corporation the use or intended use of the prior year’s profit share. The annual reporting form is due to the Corporation by August 1 of each year.

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

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

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

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

**12. HOURS OF OPERATION.** The normal hours of operation for receiving materials at the Corporation’s facilities including the landfill and MRF are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m. The Corporation’s facilities are closed on state holidays according to the Corporation’s holiday schedule published annually. On the Saturday following a holiday closure, the Corporation’s facilities will remain open until 1:00 p.m. The Corporation may close or modify the hours upon reasonable notice to Municipality. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests.

**13. INFORMATION.** If Municipality engages the services of a private company or contractor to collect and/or transport MSW or Mixed Recyclables, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the private party/contractor shall expressly require the private party/contractor to abide by the terms of this Agreement.

#### 14. TERMINATIONS AND REMEDIES.

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

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

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

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

**18. ASSIGNMENTS.** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without the consent of the Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality within fifteen (15) days of the assignment provided, however, that assignee agrees to undertake the obligations herein.

**19. GOVERNING LAW.** This Agreement shall be deemed to be a contract entered into and made pursuant to the laws of the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said state.

**20. ENTIRE AGREEMENT.** This Agreement and incorporated attachments represent the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing. Any modifications hereof shall be in writing and shall be signed by appropriate authorized representatives of Municipality and Corporation.

**21. SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

**22. ATTACHMENTS.**

- (1) Municipal Solid Waste Disposal Fee Pricing Structure and Procedure
- (2) Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments
- (3) Materials Acceptance Criteria
- (4) Fee Schedule
- (5) Municipal Leaf and Yard Debris Cap Sharing Policy & Form
- (6) Municipal Transfer Policy & Form
- (7) Compost Distribution Policy
- (8) Recycling Profit Share Reporting Form
- (9) Municipal Grant Policy
- (10) On-Site Safety Policy

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

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

**FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:**

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

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

**FOR THE MUNICIPALITY:**

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

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

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

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