

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY THE CORPORATION

And the

MUNICIPALITY

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (Agreement), made and entered into as of this 15th day of May, 2017 by and jointly between RHODE ISLAND RESOURCE RECOVERY THE CORPORATION, ("The Corporation" or "Corporation") a quasi-public corporation organized under the laws of the State of Rhode Island, and the City of Central Falls, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at 580 Broad Street Central Falls, RI 02863, Rhode Island. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement is a two-year period from July 1, 2017 through June 30, 2019. **The effective date of this Agreement shall commence on the date first appearing above** and end on June 30, 2019, unless sooner terminated or extended as provided herein. Fiscal Year 2018 is the one-year period from July 1, 2017 through June 30, 2018, Fiscal Year 2019 is the one-year period from July 1, 2018 through June 30, 2019.
2. **DISPOSAL OF SOLID WASTE.** For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill in Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL §23-19-5(5) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

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

- a. provides any of these aforementioned services through a contract or license, or by municipal employees, or
- b. pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or
- c. assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party.

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

has assumed responsibility for collection, either directly by municipal employees or through a contract or license.

3. **COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW, Mixed Recyclables and other materials delivered to the Corporation's facilities by Municipality, its agents and contractors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any facility site regulations and policies. Municipality, and its agents, contractors and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Municipality, and its agents, contractors and employees, shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Municipality, or any agent, contractor or employee of Municipality to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its Agents are grounds for the ejection of such person from Corporation property, and the removal of Municipality's, or any agents, vehicle, whether or not it has been off-loaded. The Corporation's "On-Site Safety Policy" is attached as **Attachment 1**.

4. **FEEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation the municipal disposal fee in accordance with the Rule "Municipal Solid Waste Disposal Fee Pricing Structure and Procedure", as adopted by the RIRRC Board of Commissioners January 27, 2016, for the disposal of all its MSW up to its annual MSW Cap. The municipal disposal fee will be \$39.50 in Fiscal Year 2018 and \$47.00 in Fiscal Year 2019.

"Municipal Solid Waste 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 in accordance with the Rule "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure," (**Attachment 2**). The MSW Cap shall be adjusted each year according to the procedures outlined in Attachment 2. The Corporation shall notify municipalities of the new MSW Caps no later than April 1.

During the term of this Agreement, Municipality agrees to pay the Corporation the base 1000-ton Commercial Contract solid waste disposal fee, \$67.00 per ton, as set forth in the FY18 Rate Sheet, as approved by the Resource Recovery Board (**Attachment 3**), for disposal of all MSW in excess of its annual MSW Cap.

5. **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.

6. **EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within 20 days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly as stated in Section 5 with the issuance of each month's invoice.

7. **AGREEMENT EXECUTION DEADLINE.** Municipality shall return a fully executed Agreement to the Corporation by close of business **August 1, 2017**. The Municipality will be charged the municipal disposal fee of \$39.50 per ton until August 1, 2017. The fee of \$67.00 per ton shall be charged to Municipality for each ton disposed after August 1, 2017 and up to the date the

Agreement is fully executed, after which the municipal disposal fee rates as set in Section 4 shall apply. There shall be no retroactive adjustments made to any solid waste disposal fees charged to Municipality during the time Municipality was disposing MSW without a fully executed Agreement past the Agreement Execution Deadline. In addition, the tonnage received and disposed during this time will apply towards Municipality's Municipal Solid Waste Cap.

8. **DELIVERY OF RECYCLABLES FOR PROCESSING.** Municipality agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Mixed Recyclables which are collected within its borders under its municipal recycling program, unless specifically allowed to deliver Mixed Recyclables elsewhere. 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 mixed Recyclables that are delivered to the Corporation and meet the criteria outlined in the "RIRRC Materials Acceptance Criteria" (**Attachment 4**), for as long as such markets exist and it is economically beneficial to do so. For purposes of this Agreement, "Mixed Recyclables" generally includes but are not limited to materials generated by a household during the normal course of the day and which are then placed in a recycling container set out for collection or are delivered to a recycling drop off. Municipality agrees to deliver these Mixed Recyclables regardless of whether these Mixed Recyclables are collected in a curbside program or through a drop-off program. Additional materials may be allowed in the program from time-to-time, and would therefore be subject to the terms of this Agreement.

9. **TRANSFER OF MIXED RECYCLABLES.** Municipality must apply to the Corporation in writing for permission to use a transfer station to transfer Mixed Recyclables from a curbside collection vehicle to a trailer truck for transport to the MRF. Mixed Recyclables can be transferred only if the Corporation grants, in writing, permission to do and is compliant with the Corporations Recyclables Transfer Policy (**Attachment 5**).
10. **MUNICIPAL MIXED RECYCLABLES TIP FEE FREE.** Municipal Mixed Recyclables, as defined in Section 8 and meeting the requirements outlined in Attachment 4 of this Agreement, shall be delivered to the MRF at 33 Shun Pike, Johnston by Municipality and accepted for processing by the Corporation tip fee free, pursuant to RIGL 23-19-31.
11. **DISPOSAL FEES FOR OTHER MATERIALS.** Municipality agrees to pay the Corporation, any appropriate fees for materials delivered as outlined in Attachment 3. Municipality agrees to only deliver materials that the Corporation accepts as outlined in Attachment 4 (RIRRC Material Acceptance Criteria). Municipality is encouraged to find an alternate disposal or recycling options for other materials that can be diverted from the Central Landfill, including appliances (white goods), batteries, construction & demolition Debris (C&D), leaf & yard waste, scrap metal, tires and wood pallets, but excluding Mixed Recycling as defined in Section 8.

a. **Leaf & yard waste.** For the term of this agreement and pursuant to RIGL 23-19-3(17), Municipality agrees to pay the Corporation a fee of \$0.00 per ton for leaf and yard waste up to its annual leaf and yard waste Cap. "L&YW Cap" shall mean the leaf and yard waste tonnage established by the Corporation for each municipality. The leaf and yard waste Cap is calculated by multiplying the municipal population (as determined by the State of Rhode Island Statewide

Planning Population Projections) by 0.025 tons. L&YW Caps shall be adjusted annually and disseminated with the MSW Cap, in accordance with the "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure," (Attachment 2). The new L&YW Cap shall be distributed to Municipality no later than April 1. Municipality agrees to pay the Corporation the fee in accordance with RIGL 23-19-3, currently set at \$25.00 per ton, for the acceptance of all leaf and yard waste in excess of its annual L&YW cap. The over the cap fee is established by State law and subject to change.

Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. The Leaf and Yard Waste Cap Sharing Procedure is attached to this Agreement as **Attachment 6**.

b. Construction and Demolition Debris (C&D). Acceptable Municipal C&D is only that material as defined by RI Department of Environmental Management Solid Waste Regulation 1.3. Municipal C&D tonnage is considered MSW and will be applied against the Municipality's annual MSW Cap as defined in Section 4 and charged accordingly. It is recommended that municipalities attempt to find alternate outlets for C&D.

c. Rejected Loads. There will be an **equipment use and hauling fee** assessed for any load of municipal recyclables that are 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 MSW rate and applied to the Municipal Solid Waste Cap.

MRF Load Inspection and Rejection Procedure:

The minimum quality standards have been established for Mixed Recycling and are defined in Attachment 4, Acceptance Criteria. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the Municipality electronically (e-mail) of any rejected loads, generally within 2 business days after the close of business on the day of the rejected load. Load rejection notification will normally be in the form of a report identifying the material quality issue and include photographs of the contamination. Continued failure of a customer to meet the minimum quality standards could result in the termination of the agreement. Municipality shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

12. **COMPOST FOR CONTRACT MUNICIPALITIES.** The Corporation will, from time to time, make finished compost available free of charge, subject to the provisions of Attachment 7, to those municipalities with current and fully effective Agreements who have **also** delivered leaf and yard waste to the Corporation during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, the Corporation will provide notice and the municipalities will be allowed to request free compost for their use, as outlined in the Compost Distribution Policy, **Attachment 7**.
13. **RECYCLING INCENTIVES.** To be eligible to participate in the recycling incentive program, municipalities must have a current, fully executed Agreement with the Corporation. The incentive program shall include:
 - a. When 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 Municipality with a receivable greater than 60 days on the Corporation's monthly Account Receivable Aged Balance Report.

- b. When the Board of Commissioners authorizes, a competitive waste reduction and recycling program enhancement grant program will provide funding for RIRRC approved municipal proposals for enhanced recycling programs or procedures as outlined in the "Resource Recovery Grantmaking Policy", **Attachment 9**. Grant awards must be used solely for the purpose and program for which the municipality's grant application has been approved. Grants are not transferable, either year to year or entity to entity.
 - c. A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins.
 - d. A "Fiscal Year-End Tip Fee Rebate (Rebate)" is defined as a fixed per ton refund for MSW disposed, in accordance with paragraph 2 of this Agreement, at the Corporation during the current fiscal year. This Rebate is offered to those municipalities that qualify based on the following recyclable percentages:
 - (1) Zero dollar Rebate: Applies to 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.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) The Corporation shall issue a Rebate not later than September 1 of each year to those Municipalities qualifying for a year-end tipping fee adjustment according to the municipality's actual recorded tonnage delivered to the MRF and in accordance with the provisions of the Municipality's current Agreement with the Corporation.
- 14. 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.

15. TERMINATIONS AND REMEDIES.

TERMINATIONS. This Agreement may be terminated due to:

- a. Breach of any duty and/or obligation under this Agreement which is not cured within thirty days of notice by either party.
- b. Change of circumstances which prohibit or significantly impair either party's ability to perform its duties and/or obligations under this Agreement.
- c. The Corporation has the absolute right in its sole discretion to terminate this Agreement and prohibit any deliveries if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. MUNICIPALITY shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

REMEDIES. Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:

- a. commence an action for damages and for injunctive relief;
- b. pursue any other remedies available to it by law; and/or
- c. The Corporation may refuse to provide Municipality with any solid waste disposal or recycling services or Municipality may refuse to bring all MSW and Mixed Recyclables to the Corporation's facilities.

Any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

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


17. **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.
18. **HOURS OF OPERATION.** The normal hours for receiving materials at the facility are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m., (except following a state holiday, whereby the Landfill will remain open until 1:00 p.m. on Saturday). The Corporation may change these hours upon reasonable notice to Municipality. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided.
19. **GENERAL RELEASE.** Municipality, or its employees, agents, subcontractors or assigns (hereinafter referred to as "Releasers"), 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 Releasers in pushing, towing, loading or cleaning any vehicles owned, rented, subcontracted or otherwise utilized to transport Releasers materials that may be stopped from progressing for any reason whatsoever.
20. **ASSIGNMENTS.** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without first obtaining the prior written consent of Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality, which shall have the option to terminate this Agreement within fifteen (15) days of receiving the notice provided, however, that Municipality shall have no termination option if the sale or assignment is to an entity or agency of the State of Rhode Island.
21. **INDEMNIFICATION.**
 - a. Corporation agrees to indemnify, save harmless, and defend Municipality from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, caused, in whole or in part, by any negligent or willful act or omission of Corporation's employees, agents, or contractors in the performance of this Agreement; or any violation by Corporation of any applicable law, rule, or regulation.
 - b. Municipality agrees to indemnify, save harmless, and defend Corporation from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and the expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Corporation may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on Corporation's property or the environment, caused, in whole or in part by any negligent or willful act or omission of Municipality's employees, agents, or contractors in the performance of this

contract; or any violation by Municipality of any applicable law, rule, or regulation.

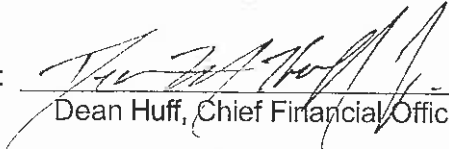
22. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
23. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
24. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's Facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing.
25. **SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

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

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

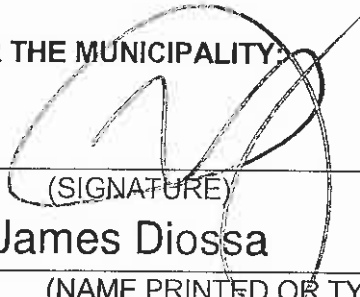
BY: 
JOSEPH CERUSA, Executive Director

Dated: 6/27/17

BY: 
Dean Huff, Chief Financial Officer

Dated: 6/27/17

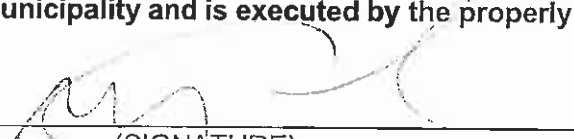
FOR THE MUNICIPALITY:

BY: 
(SIGNATURE)
James Diossa
(NAME PRINTED OR TYPED)

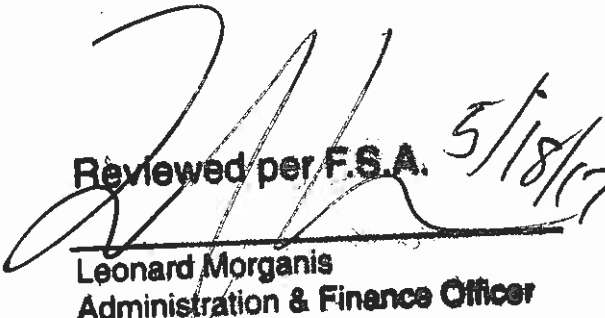
Dated: 5/15/2017

Title: Mayor

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


(SIGNATURE)
Matthew Jerzyk
(NAME PRINTED OR TYPED)
Solicitor for the MUNICIPALITY

Dated: 5/15/2017


Reviewed per F.S.A. 5/18/17
Leonard Morganis
Administration & Finance Officer

Attachments

1. On-Site Safety Policy
2. Municipal Cap Calculation Procedure
3. Resource Recovery Fee Schedule
4. Resource Recovery Materials Acceptance Criteria
5. Recyclables Transfer Policy
6. Leaf and Yard Debris Cap Sharing Policy & Form
7. Compost Distribution Policy
8. Recycling Profit Share Reporting Form
9. Resource Recovery Grantmaking Policy



On-site Safety Policy

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

LEGAL

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

PERSONAL AND SITE SAFETY

1. The use of cell phones while operating any vehicle on site is prohibited. This includes moving any vehicle as well as operating any hydraulic implements.
2. Be prepared to stop/slow down at front entrance as security is present.
3. Tail gates and turnbuckles must be closed and latched before leaving the working areas.
4. No driver shall pass behind any vehicle or pass underneath a raised tailgate.
5. All customers will be required to wear high visibility vests at all times on site. Any customer not wearing a high visibility vest will not be allowed to use the RIRRC facility.
6. No minors are allowed out of the vehicle at any time.
7. The speed limit on site is 15 MPH. All drivers are expected to follow rules and regulations regarding traffic control devices on the site premises. No passing is allowed on the premises.
8. Sturdy puncture resistant work boots are required on site, no tennis shoes or open toed shoes are allowed.
9. RIRRC requires immediate notice of any accident or incident to our security department or the nearest RIRRC employee.

OPERATIONS

1. All visitors must report to the Main Building "A" and check in with the receptionist.

Attachment 1

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

Attachment 2

Rhode Island Resource Recovery Municipal Cap Calculation Procedure

January 12, 2012

PURPOSE:

In accordance with RIGL §23-19-13(g)(3) the Rhode Island Resource Recovery Corporation ("the Corporation") has developed the below procedure to calculate "the maximum amount of municipal solid waste that each municipality will be entitled to deliver to the corporation at the municipal tipping fee", known as the municipal solid waste cap (hereafter "Cap").

OVERVIEW:

The Cap calculation procedure is based on the following criteria: (1) the total of the statewide Cap and diversion adjustments shall not exceed historical waste generation; (2) Caps shall be based on waste diversion targets, not on actual performance; and (3) the distribution should account for both year round and seasonal populations.

PROCEDURE:

On or before April 1st prior to the Corporation's fiscal year beginning July 1st the Corporation will update the municipal solid waste disposal caps using the steps below, and notify each municipality of its Cap allocation for the upcoming fiscal year.

1. Calculate total **statewide municipal sector waste generation** by totaling all solid waste, and recyclables (i.e., refuse, MRF recyclables, yard debris, scrap metal/white goods, tires, etc.) as reported annually by municipalities to RIRRC.
2. Calculate the total **statewide Cap** by reducing the **statewide municipal sector waste generation** by the waste diversion assumption of 35%, i.e. $\{statewide\ Cap \times (1-0.35)\}$.
3. Obtain the most recent year **population estimate** for each municipality from the more current of the decennial U.S. Census or the Rhode Island Department of Administration Statewide Planning Program's official Population Projection.
4. Calculate the year-round equivalent **seasonally adjusted population**:
 - a. Obtain the most recent **seasonal housing estimates** from the decennial census;
 - b. For each municipality assume **three occupants per seasonal household**, unless a modification to this assumption is approved by the Corporation's Executive Director. A municipality seeking to increase the **occupants per seasonal household** assumption shall submit a formal request prior to March 1st to the Corporation's Executive Director for consideration. Such a request should be supported by documented evidence, such as renter/realtor surveys that show a greater number of occupants per seasonal household assumption applies to the municipality. Approval of any request for an increase to the seasonal housing shall be at the discretion of the Corporation's Executive Director and shall be granted for the duration of the fully executed Municipal Solid Waste Agreement signed by both the Corporation and the municipality;
 - c. For each municipality calculate the **seasonally adjusted population** using the following formula:
$$\{Population\ Estimate\} + \{Seasonal\ households \times occupants\ per\ seasonal\ household \times 3.5\ months / 12\ months\ per\ year\}$$
5. Calculate each municipality's **Cap** by multiplying its percentage of the total statewide **seasonally adjusted population** by the total **statewide Cap**.



Fee Schedule – FY18

Effective 7/1/2017, except where noted; all prices are subject to change

Customers must review the current Materials Acceptance Criteria at www.rirrc.org/about/accepted-materials-pricing. Disposal rates apply only to those acceptable, properly prepared items, as described under each material type in the current Materials Acceptance Criteria.

CODE	MATERIAL TYPE	RATE	MIN. CHARGE
350	Alternate Cover* – Miscellaneous	\$15-\$30/ton	
358	Alternate Cover* – Non-Hazardous, Processed Contaminated Soil	\$20-\$35/ton	
102	Appliances (“White Goods”) – <u>without</u> CFC coolant (“Freon”)	\$0 each	
511	Appliances (“White Goods”) – <u>with</u> CFC coolant (“Freon”)	\$12 each	
310	Batteries	\$6 each	
133	Boats/Vessels and Campers*	\$350/ton	
N/A	Books and Media	\$0	
830	Bulky Rigid Plastics*	\$0	
N/A	Cardboard (Oversized)	\$0	
313	Christmas Greenery – Municipal and Residential	\$0	
311	Christmas Greenery – Commercial	\$30/ton	
672	Christmas Greenery – Mulch For Sale	\$10/ton	
N/A	Compost Bins	\$45 each	
N/A	Compost Bins – Municipal, Qty. ≥ 80	\$35 each	
670YD	Compost For Sale – In Bulk	\$30/yd ³	\$15
670BAG	Compost For Sale – By the Bag	\$8/40 lb. bag	
341	Concrete/Asphalt/Brick/Rock	\$15/ton	\$15
112	Construction & Demolition (C&D) Debris	See <i>Solid Waste</i>	
N/A	Cooking Oil	\$0	
N/A	Drums and Tanks	See <i>Solid Waste</i>	
329	Electronic Waste (e-waste) – Commercial: units found in mixed loads	\$5.00 each	
329	Electronic Waste (e-waste) – Commercial : up to 7 units	\$5.00 each	
331	Electronic Waste (e-waste) – Commercial: 8-15 units	\$700.00/ton	\$35**
N/A	Electronic Waste (e-waste) – Residential	\$0	
324	Fish Waste	\$100/ton	
N/A	Foam	\$0	
N/A	Household Hazardous Waste (by appt. only; rirrc.org/ecodepot)	\$0	
312	Leaf & Yard (L&Y) Debris – Commercial	\$30/ton	\$22
312	Leaf & Yard (L&Y) Debris – Muni w/ FY18-19 Contract: Under-the-Cap	\$0	
312	Leaf & Yard (L&Y) Debris – Muni w/ FY18-19 Contract: Over-the-Cap	\$25/ton	\$22

Last updated: 03/29/2017; visit www.rirrc.org for most up-to-date version.

Attachment 3

312	Leaf & Yard (L&Y) Debris –Segregated Stumps	\$30/ton	\$22
312	Leaf & Yard (L&Y) Debris –Segregated Stumps – Muni w/ FY18-19 Contract	\$25/ton	\$22
334	Mattresses / Box Springs (for Recycling) – up to 3 units	\$0	
328	Mattresses / Box Springs – Unrecoverable in mixed load	\$50 each	
328	Mattresses / Box Springs – more than 3 units	\$50/unit	
330LF	Mattresses / Box Springs – dedicated load	\$600/ton	
814	Mixed Recycling (MRF) – In-State	\$0	
814OS	Mixed Recycling (MRF) – Out-of-State	\$20/ton	
N/A	Motor Oil and Filters	\$0	
N/A	Plastic Bags and Film*	\$0	
N/A	Recycling Bins, 22 gal – Commercial	\$8.00 each	
N/A	Recycling Bins, 22 gal – Municipal (not for sale to individuals)	\$4.14 each	
N/A	Recycling Bins, 6 gal – Commercial	\$5.00 each	
N/A	Recycling Bins, 6 gal – Municipal (not for sale to individuals)	\$2.18 each	
N/A	Scrap Metal	\$0	
332	Seaweed – Muni w/ FY18-19 Contract: Under-the-Cap	\$0	
N/A	Seaweed – Muni w/ FY18-19 Contract: Over-the-Cap	\$25/ton	
N/A	Sharps, Household (by appt. only: rirrc.org/ecodepot)	\$0	
832	Sheetrock	\$75/ton	
N/A	Shredded Paper	\$0	
351w	Sludge Ash***	\$40/ton	\$32-35**
314	Sludge/Grit/Rags ***	\$110/ton	\$32-35**
<u>SOLID WASTE – MUNICIPAL</u>			
208	Solid Waste – Johnston resident w/ Town-issued permit: up to 1 ton	\$0	
201	Solid Waste – Muni w/ FY18-19 Contract: Under-the-Cap	\$32/ton	
201	Solid Waste – Muni w/ FY18-19 Contract: Over-the-Cap	1000 ton commercial contract rate	
201	Solid Waste – Muni, Non-Contract (Gate Rate)	\$90/ton	
<u>SOLID WASTE – COMMERCIAL***</u>			
101	Solid Waste – Comm, Non-Contract (Gate Rate)	\$90/ton	\$35**
118	Solid Waste – Comm, 300 Ton Min. Contracts (ineligible)	\$82/ton	\$35**
118	Solid Waste – Comm, 300 Ton Min. Contracts (eligible): ≤ 999 Tons	\$76/ton	\$35**
118	Solid Waste – Comm, 1,000 Ton Min. Contracts (ineligible)	\$73/ton	\$35**
118	Solid Waste – Comm, 1,000 Ton Min. Contracts (eligible): ≤ 39,999 Tons	\$67/ton	\$35**
118	Solid Waste – Comm, 1,000 Ton Min. Contracts (eligible): ≥ 40,000 Tons	\$90/ton	\$35**
118	Solid Waste – Comm, 40,000 Ton Min. Contract (ineligible)	\$71/ton	\$35**
118	Solid Waste – Comm, 40,000 Ton Min. Contract (eligible): ≤ 49,999 Tons	\$65/ton	\$35**
118	Solid Waste – Comm, 40,000 Ton Min. Contract (eligible): ≥ 50,000 Tons	\$90/ton	\$35**
135	Solid Waste – Comm, 2-6" Ground Min. 30K Ton Contract: ≤ 49,999 Tons	\$65/ton	\$35**
135	Solid Waste – Comm, 2-6" Ground Min. 30K Ton Contract: ≥ 50,000 Tons	\$90/ton	\$35**
135	Solid Waste – Comm, 2-6" Ground Min. 60K Ton Contract: ≤ 89,999 Tons	\$55/ton	\$35**
135	Solid Waste – Comm, 2-6" Ground Min. 60K Ton Contract: ≥ 90,000 Tons	\$90/ton	\$35**

Last updated: 03/29/2017; visit www.rirrc.org for most up-to-date version.

Attachment 3

132	Solid Waste Soils***	\$25-40/ton	\$35**
355	Street Sweepings – Municipal, Screened	\$0	
355	Street Sweepings – Commercial	See <i>Solid Waste</i>	
N/A	Textiles	\$0	
308	Tires – Car	\$5 each	
336	Tires – Tractor Trailer	\$10 each	
327	Tires – Oversized, Off-road	\$75 each	
307	Tires – Commercial load	\$175/ton	
307	Tires – Municipal load w/ FY18-19 Contract	\$175/ton	
311	Wood Pallets	\$30/ton	\$22

MISCELLANEOUS CHARGES

500	Minimum Charge	See Material	
501	Inspection Fee (Labor)	\$80/hour	
502	Equipment Use/MRF Rejected Load Handling Charge	\$250 each	
503	Use of Tipping Facility w/o recyclables/ton & RIRRC Approval	\$20/ton	
516	Load Handling Surcharge (Hard to Manage Loads) up to 10 tons	\$40/ton - \$100 maximum fee	
517	Load Handling Surcharge (Hard to Manage Loads) >10 tons	\$40/ton - \$250 maximum fee	
N/A	Delinquent payment charge (>30 days)	12% per annum	
N/A	Tour – Out-of-state group	\$100/bus	
N/A	Tour/Program – No show/cancellation <24 hours in advance	\$50/bus	
HCSC	Host Community Commercial Vehicle Surcharge	\$3/load	

*Only accepted with prior approval (for bulky rigid plastics, prior approval required for municipal and commercial loads only—not small vehicle loads): Contact us at 401-942-1430.

**\$35 Commercial Solid Waste Minimum = \$32 RIRRC charge + \$3.00 Host Community Commercial Vehicle Surcharge (HCCVS). RI Law § 23-19-13(g)(1) requires RIRRC to charge an additional \$3.00 fee per vehicle transaction, except for vehicles carrying municipal solid waste as defined by 23-19-5. All HCCVS fees are paid to the Town of Johnston. This fee appears as a separate charge on the truck slip.

***Commercial Solid Waste price is subject to change with 30 day notice provided to the customer.



Materials Acceptance Criteria

In order to ensure efficient operations and the proper receipt of materials, the following applies to **all** accepted materials, **unless otherwise noted** under that material's specific acceptance criteria.

1. **Fees:** See current Fee Schedule at www.rirrc.org/about/accepted-materials-pricing for pricing.
2. **Material Segregation:** Materials must arrive segregated, or upon arrival be segregated by the customer, according to the acceptance criteria for **each individual material type** listed in this document. Materials of different types delivered in mixed waste loads and not segregated by the customer upon arrival may be subject to rejection or accepted and charged in accordance with the current Fee Schedule (e.g. if your load contains recyclables and solid waste, the entire load will be charged at the higher rate).
3. **Small Vehicle Loads:** Residents and small contractors can deliver non-hazardous materials to Resource Recovery without an appointment (unless otherwise noted under that material's acceptance criteria) during normal operating hours (www.rirrc.org/about/location-hours).
4. **Municipal and Commercial Customer Loads:** Municipal and commercial customers can deliver non-hazardous materials directly to Resource Recovery without an appointment (unless otherwise noted under that material's acceptance criteria) during normal operating hours (www.rirrc.org/about/location-hours).
5. **Difficult to Manage Loads:** Loads that require extra or special handling by Resource Recovery personnel for proper disposal in the landfill are subject to a Load Handling Surcharge. This may include excavating a hole for special placement, watering to contain dust, etc. This does not apply to loads already subject to a special rate (e.g. fish loads, sludge loads, etc.) but to loads of materials such as dust, string, yarn, poles/beams greater than 4' in length, foam for landfilling, etc. Call the Scalehouse at 401-228-3102 for help determining if your load may be difficult to manage.
6. **Acceptable Items:** Loads must only contain acceptable items as defined under a specific material's acceptance criteria.
7. **Contaminants:** Loads containing **more than 10%** (unless otherwise specified under a specific material) by weight or volume of contaminants as defined under a specific material's acceptance criteria will be subject to a disposal fee and any equipment and/or rejection charges.
8. **Prohibitive items:** Loads containing **any percentage** of prohibitive items as listed under a specific material's acceptance criteria are subject to any of the following: immediate rejection, a disposal fee, equipment and/or rejection charges. Out-of-state waste, regulated hazardous waste, and regulated medical waste are banned from **any** type of acceptance at Resource Recovery. Televisions, computers (including monitors, computer towers, laptops and tablets), and mercury-added products are banned from landfill disposal.
9. **Local pick-up/drop-off options or disposal options outside of Resource Recovery:** Visit <http://atoz.rirrc.org>.

Attachment 4

This document contains Resource Recovery's Acceptance Criteria for the following materials:

Alternate Cover	3
Appliances ("White Goods").....	3
Batteries	3
Boats/Vessels and Campers	3
Books and Media	4
Bulky Rigid Plastics	4
Cardboard (Oversized).....	5
Christmas Greenery.....	6
Concrete/Asphalt/Brick/Rock.....	6
Construction & Demolition (C&D) Debris.....	6
Cooking Oil.....	7
Drums and Tanks	9
Electronic Waste (e-waste).....	10
Fish Waste	10
Foam.....	10
Household Hazardous Waste	11
Leaf & Yard (L&Y) Debris	12
Mattresses/Box Springs (for Recycling).....	13
Mixed Recycling (MRF)	14
Motor Oil and Filters	14
Plastic Bags and Film	18
Scrap Metal.....	19
Seaweed	19
Sharps, Household.....	20
Sheetrock.....	20
Shredded Paper	20
Sludge Ash	21
Sludge/Grit/Rags	21
Solid Waste	21
Solid Waste Soils.....	22
Street Sweepings	22
Textiles.....	22
Tires	23
Wood Pallets.....	23

Attachment 4

Alternate Cover

Customers wishing to have materials accepted as Alternative Cover must contact Resource Recovery directly for detailed testing criteria: www.rirrc.org/contact-us or 942-1430.

Appliances (“White Goods”)

Delivery – Must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Appliances delivered in mixed waste loads and not segregated by the customer will be charged as solid waste.

Acceptable – Large appliances. Examples of items that fit the criteria, and are accepted, include:

Without CFC coolant (“Freon”):

- clothes dryers
- dishwashers
- stoves
- washing machines

With CFC coolant (“Freon”):

- air conditioners
- dehumidifiers
- freezers
- refrigerators
- water coolers

Batteries

Delivery – Must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Batteries delivered in mixed waste loads and not segregated by the customer will be charged as solid waste.

Acceptable – Extra-large batteries (e.g. car, motorcycle, boat, truck, lawn mower)

Boats/Vessels and Campers

Delivery – Customers wishing to deliver boats/vessels and campers must contact the Scalehouse at 401-228-3102 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available.

Acceptable – Boats/vessels and campers free of all hazardous fluids and materials including gas, diesel, hydraulic oil, motor oils, batteries, and/or propane. All tanks should be removed or aerated to remove any fumes that

Attachment 4

would cause a fire or explosion upon processing. Customer will be required to sign a release form indicating that the boat/camper/vessel is free of hazardous fluids or unaerated tanks.

Prohibited – Boats/campers/vessels that contain any hazardous materials or unaerated tanks; Out-of-state boats/campers/vessels; drivable motor homes; significantly oversized items (call Scalehouse at 401-228-3102 if you think your item might be significantly oversized).

Books and Media

Delivery – Small amounts from individual customers only; must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Books and media delivered in mixed waste loads and not segregated by the customer will be charged as solid waste.

Acceptable – (1) Dry, mold-free, mildew-free books and (2) CDs, DVDs, and VHS tapes that are professionally recorded (i.e. store-bought films versus recordings off of television)

Prohibitive items - Municipal and commercial customers with large amounts

Bulky Rigid Plastics

Delivery – Must arrive segregated, or upon arrival, be segregated by the customer. Bulky Rigid Plastics delivered in mixed waste loads and not segregated by the customer will be charged as solid waste. Bulky Rigid Plastics are not accepted in Mixed Recycling at the Materials Recycling Facility (MRF).

1. **Municipal and Commercial Loads:** Municipal and commercial customers wishing to deliver dedicated loads must contact the Resource Recovery MRF (401) 228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.
2. **Small Vehicle Loads:** Individual customers must deliver Bulky Rigid Plastics to the Small Vehicle Area or Tipping Facility, as directed by Weighmaster at Scalehouse.

Acceptable Items - Rigid plastic items must (1) be 100% rigid plastic with non-plastic parts removed, (2) be empty and free of all materials and liquids, (3) have never held hazardous materials or waste, (4) be no larger than a 95-gallon recycling/trash cart in size, but no smaller than a hard hat (approximately one cubic foot) and (5) not be 55-gallon drums. Examples of items that fit the criteria, and are accepted, include:

- Buckets/pails – *metal handles okay*
- Car seats – *fabric and metal parts removed*
- Hard hats – *interior lining removed*
- Large water cooler containers
- Laundry baskets
- Lawn furniture
- Milk/soda/beverage crates
- Plastic election campaign signs – *wire mounting stands removed*
- Plastic shelving
- Plastic toys larger than a hard hat
- Storage totes/bins/trays/lids
- Trash/recycling bins/compost bins
- Trash/recycling carts – *axles, wheels and metal handles removed*

Attachment 4

Contaminants – These items either (1) do not fit the general acceptance criteria or (2) fit it, but are not accepted by Resource Recovery's buyer or cause problems in Resource Recovery's baler. No more than 10% of these are allowed in any load:

- Larger than 96-gallon cart: e.g. kiddie pools, sand boxes, playhouses, swing sets, plastic toys larger than a 96-gallon cart
- Smaller than a hard hat: e.g. action figures, toothbrushes, bottles, jugs, jars, cups
- Contain non-plastic parts: e.g. swimming pool filter housings; appliances with cords or electric motors, like vacuums
- Brittle plastics that may shatter or splinter upon compaction (e.g. acrylic)
- Automotive bumper covers and parts
- Black flower pots
- Coolers
- Drainage pipes and gutters
- Electronics casing from computers, keyboards, etc.
- Expanded Polystyrene ("Styrofoam")
- Fencing
- Hubcaps
- Landscape edging
- Pallets
- Pipes
- Power tool cases
- Siding
- Truck bed liners

Prohibitive items – These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, or workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Aren't plastic: e.g. fiberglass, metal, wood, glass, concrete, brick, and any other non-plastic trash, including rigid plastic containers holding trash, liquids or other material
- Aren't rigid: e.g. garden hoses, plastic hoses or tubing, window blinds
- Are 55-gallon drums: Prohibited by plastics buyers due to Resource Conservation and Recovery Act (RCRA) regulations
- Contained hazardous materials/waste: e.g. automotive fluid containers; chemical containers; gasoline/petroleum product cans or containers; paint product cans or buckets; paint/stripper/thinner/varnish containers; pesticide/herbicide/insecticide containers

Cardboard (Oversized)

Delivery - Must arrive segregated, or upon arrival, be segregated by the customer. Oversized cardboard delivered in mixed waste loads and not segregated by the customer will be charged as solid waste.

Cardboard pieces larger than 3' x 5' are not accepted in Materials Recycling Facility (MRF) Mixed Recycling. Only 3' x 5' or smaller cardboard pieces can be delivered with Mixed Recycling.

1. **Municipal and Commercial Loads**: Municipal and commercial customers wishing to deliver dedicated loads must contact the Resource Recovery MRF (401) 228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

Attachment 4

2. **Small Vehicle Loads:** Individual customers must deliver oversized cardboard to the Small Vehicle Area or Tipping Facility, as directed by Weighmaster at Scalehouse.

Preparation – Empty and flatten all boxes; tape or labels OK

Acceptable – Cardboard of any size

Christmas Greenery

Delivery – Must be delivered to the Composting Operation and arrive segregated, or upon arrival, be segregated by the customer. Christmas Greenery delivered in mixed waste loads and not segregated by the customer will be charged as solid waste.

Acceptable – Real Christmas trees, wreath branches, and garland pieces that are loose (i.e. not contained in bags or netting or tied together with wire) and free of all trimmings (e.g. ornaments, tinsel, lights, wire, ties, wire frames, etc.)

Concrete/Asphalt/Brick/Rock

Delivery – Must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Larger commercial loads will be directed to the stockpile location elsewhere on site. Combination concrete/asphalt/brick/rock loads are accepted. Concrete/asphalt/rock delivered in mixed waste loads with other materials and not segregated by the customer will be charged as solid waste and possibly be subject to the Load Handling Surcharge for hard to manage loads.

Acceptable – Concrete, asphalt, brick, and rock free of debris and litter

Construction & Demolition (C&D) Debris

Delivery - Must be delivered to Small Vehicle Area, Tipping Facility or Central Landfill, as directed by Weighmaster at Scalehouse. C&D is landfilled, but tracked separately for reporting purposes.

Acceptable* - (1) non-hazardous solid waste resulting from the construction, remodeling, repair, and demolition of utilities and structures and (2) uncontaminated solid waste resulting from land clearing with (3) less than 5% sheetrock/wallboard/drywall in a load, by volume, that is not (4) pre-processed in a way that renders individual waste components unrecognizable, such as pulverizing or shredding

Examples of items that fit the criteria, and are accepted, include:

- wood (including painted, treated and coated wood and wood products)
- land clearing debris
- wall coverings
- plaster
- sheetrock/wallboard/drywall (less than % 5 in a load, by volume)

Attachment 4

- plumbing fixtures
- non-asbestos insulation
- roofing shingles and other roofing coverings
- glass
- plastics that are not sealed in a manner that conceals other wastes
- buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom
- electrical wiring and components containing no hazardous liquids, and pipe and metals that are incidental to any of the above

**Loads with greater than 10% of anything other than what is listed above as acceptable will not be tracked as C&D.*

Contaminants – Loads containing more than 10% of these will not be tracked as C&D, even if resulting from the construction, remodeling, repair, and demolition of utilities, structures, and roads and land clearing:

- garbage
- corrugated container board
- carpeting
- furniture
- appliances
- tires
- containers greater than ten gallons in size

Prohibitive items – items regulated as hazardous waste; loads containing any percentage of these items will be subject to immediate rejection:

- asbestos waste
- electrical fixtures containing hazardous liquids such as fluorescent light ballasts or transformers fluorescent lights
- 55-gallon drums
- any containers having more than one inch of residue remaining on the bottom
- fuel tanks

Cooking Oil

Delivery – Small amounts (less than 5 gallons) from individual customers only; must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Cooking oil delivered in mixed loads and not segregated by the customer will be charged as solid waste.

Acceptable – 100% plant-based oil with no more than trace amounts of food particles. Examples of items that fit the criteria, and are accepted, include:

- vegetable oil
- corn oil

Attachment 4

- olive oil

Prohibitive items – municipal and commercial customers with large amounts

Attachment 4

Drums and Tanks

Delivery – Must be delivered to the Central Landfill and arrive segregated, or upon arrival, be segregated by the customer.

Acceptable – Drums and Tanks with 1" or less of residue; Customer will be required to sign a release form indicating that the drums/tanks are "RCRA EMPTY." (RCRA = Resource Conservation and Recovery Act)

Preparation – All drums/tanks must be "RCRA EMPTY." According to the U.S. Environmental Protection Agency, EPA 40 CFR 261.7(b):

1. A container or inner liner removed from a container that held a non-acute hazardous waste is considered empty when:
 - a. All wastes have been removed that can be removed using commonly employed practices from that type of container, e.g. pouring, pumping, aspirating; AND
 - b. No more than 2.5 centimeters (1 inch) of residue remains on the bottom of the container or liner; OR
 - c. No more than 3 percent by weight of the total capacity of the container remains if the container is less than or equal to 110 gallons in size; OR
 - d. No more than 0.3 percent by weight of the total capacity of the container remains if the container is greater than 110 gallons in size
2. A container that has held a hazardous waste that is a compressed gas is empty when the pressure in the container approaches atmospheric pressure
3. A container or inner liner removed from a container that held an acute hazardous waste as listed in 40 CFR 261.31, .32, .33(e) is empty when:
 - a. The container or inner liner has been triple rinsed using a solvent capable of removing the commercial chemical product or manufacturing chemical intermediate
 - b. The container or inner liner has been cleaned by another method that has been shown in the scientific literature, or by tests conducted by the generator, to achieve equivalent removal; OR
 - c. In the case of a container, the inner liner that prevented contact of the commercial chemical product or manufacturing chemical intermediate with the container has been removed

Additionally, Resource Recovery requires that:

1. The tops of the containers are removed or a hole is cut into the container or drum large enough to allow a representative of Resource Recovery to safely inspect the inside to ensure "RCRA EMPTY."
2. All hazardous waste placards be removed or defaced (e.g. spray painted over)

Prohibitive items – Resource Recovery will reject any load that contains any drums or containers not "RCRA EMPTY."

Attachment 4

Electronic Waste (e-waste)

Delivery – E-waste must arrive segregated, or upon arrival, be segregated by the customer. Acceptable e-waste as defined below is banned from landfill disposal and will not be accepted in mixed waste loads.

1. **Small Vehicle Loads:** Individuals must deliver residential e-waste to the Small Vehicle Area.
2. **Commercial Loads:** No more than fifteen (15) acceptable units per commercial customer, per day. Commercial e-waste must be delivered to the Tip Facility.
3. **Municipal Loads:** Municipalities must only deliver acceptable residential e-waste that has been **abandoned** at their municipal transfer stations/public works yards, and must call ahead to arrange to pick-up two (2) empty “wrangler” (4’x4’x4’) boxes and pallets. The municipality may fill the wranglers with ONLY acceptable e-waste, as defined below, and must contact Resource Recovery to schedule a date for drop-off. Drop-offs are limited to one wrangler/month. This is for abandoned items only. It is not meant to replace permanent municipal drop-off programs.

Preparation – Do not pack acceptable e-waste in cardboard boxes and foam. Unplug and discard all cables and peripherals if still attached.

Acceptable – TVs and computers (including monitors, computer towers, laptops and tablets) free from any peripheral devices (e.g. no keyboards, printers, VCRs, etc.)

Prohibitive items - Commercial customers with more than 15 units

Fish Waste

Delivery – Dedicated loads of fish waste are only accepted Monday- Friday, 6 AM – 10 AM, and Saturdays 6 AM – 10 AM.

Preparation: Customer should take precautions to avoid any spillage of fish waste. Loads must be delivered in sealed containers. Containers visibly leaking will be barred from future disposal.

Acceptable – Dedicated and contained loads of untreated, unlined, raw fish waste from seafood processing facilities. The fish waste can be a combination of shellfish and fish waste.

Foam

Delivery – Small amounts from individual customers only; must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Foam delivered in mixed loads and not segregated by the customer will be charged as solid waste. Foam is not accepted in Mixed Recycling and should never be delivered or sent to the Materials Recycling Facility (MRF) for recycling.

Attachment 4

Preparation: Acceptable foam must be secured inside of clear or translucent plastic bags, with the exception of any oversized rigid packaging foam pieces that would one fit one-to-two pieces per clear trash bag (these can remain loose).

Acceptable – Clean, dry polystyrene foam. Examples of items that fit the criteria, and are accepted, include:

- Coffee cups
- Meat trays
- Take-out containers
- Rigid foam that protected items packaged in cardboard boxes

Prohibitive items – municipal and commercial customers with large amounts; in addition, these items either (1) do not fit the general acceptance criteria or (2) fit it, but are prohibited by our buyer.

- Loose foam not secured inside of clear or translucent plastic bags
- Spongy foam (i.e. foam that you can squeeze like “#1” Fan fingers or pool noodles)
- Foam packaging peanuts

Household Hazardous Waste

Delivery: Household Hazardous Waste (HHW) is accepted by appointment only, on certain Saturdays. To see the schedule and make an appointment visit www.rirrc.org/ecodepot or call 942-1430 x 241.

Origin: HHW must originate from a Rhode Island household. It cannot be from out-of-state, commercial, or industrial sources. Find options for out-of-state, commercial, or industrial hazardous waste disposal at www.rirrc.org/recycling-composting-disposal/hazardous-waste/non-residential.

Acceptable – Waste generated in a RI household that is (1) flammable, combustible, corrosive, toxic, poisonous, labeled with skull and crossbones, etc., (2) not marine flares, fireworks, or ammunition and (4) not more than four, triple-bagged, contractor-size bags of dampened asbestos. Examples of items that fit the criteria, and are accepted, include:

- Antifreeze
- Arts and crafts chemicals
- Batteries (rechargeable and long-lasting)
- Bug sprays
- Charcoal lighter fluid
- Compact fluorescent light (CFL) bulbs
- Disinfectant
- Drain clog dissolvers
- Driveway sealer
- Flea dips, sprays and collars
- Fluorescent light bulbs and lamps
- Gasoline
- Household pest and rat poisons
- Houseplant insecticides
- Lawn chemicals, fertilizers and weed killers
- Mercury thermostats
- Metal polishes
- Mothballs
- Motor oil and filters
- Muriatic acid (concrete cleaner)
- Nail polishes and nail polish removers
- Oven cleaner

Attachment 4

- Paints, paint thinners, strippers, varnishes and stains
- Pool chemicals
- Propane tanks
- Rug and upholstery cleaners
- Shoe polish
- Turpentine
- Windshield wiper fluid

Prohibitive items – These items (1) clearly do not fit the general acceptance criteria and (2) may cause major problems for our workers. Loads containing any percentage of these items will be subject to immediate rejection:

- Out-of-state hazardous waste
- Commercial or industrial hazardous waste
- More than four (triple-bagged, contractor-size) bags of asbestos (dampened)
- Improperly prepared bags of asbestos
- Marine flares
- Fireworks
- Ammunition

Leaf & Yard (L&Y) Debris

Delivery - Must be delivered to the Compost Operation or Stump Container, as directed by Weighmaster at Scalehouse. L&Y Debris must arrive segregated, or upon arrival, be segregated by the customer. In addition, stumps must be segregated from other L&Y Debris. L&Y Debris delivered in mixed loads and not segregated by the customer will be charged as solid waste.

Preparation - Acceptable L&Y Debris must be delivered loose or in paper leaf and lawn bags; large stumps must be segregated from all other L&Y Debris.

Acceptable – Brush and branches less than 2” inches in diameter, leaves, twigs, and grass clippings; larger stumps segregated from all other L&Y Debris.

Prohibitive items - These items (1) clearly do not fit the general acceptance criteria and (2) cause major problems for our system, or workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Larger stumps mixed in with brush and branches less than 2” inches in diameter
- Plastic bags: Leaf and yard inside plastic bags must be emptied out at the leaf and yard debris intake pile or will be charged as solid waste.
- Litter (e.g. coffee cups, plastic bottles, paper, plastic)

Attachment 4

Mattresses/Box Springs (for Recycling)

Delivery – Acceptable Mattresses/Box Springs can arrive together, but acceptable Mattresses / Box Springs delivered in mixed waste loads with other materials, and not segregated by the customer, will be charged as Unrecoverable Mattresses/Box Springs.

1. **Municipal and large commercial loads** - Municipal and commercial customers must bring all dedicated loads of Mattresses/Box Springs for Recycling directly to an MRC Recycling Facility (<http://byebyemattress.com/rhode-island/>), and **not to Resource Recovery**.
2. **Small commercial loads** – Small commercial customers are encouraged to bring all dedicated loads of Mattresses/Box Springs for Recycling directly to an MRC Recycling Facility (<http://byebyemattress.com/rhode-island/>), and **not to Resource Recovery**. However, Resource Recovery will accept small commercial loads of Mattresses/Box Springs up to three (3) individual units provided the items are placed in the designated location, as directed.
3. **Small vehicle loads** – Individual customers must deliver Mattresses/Box Springs for Recycling to the Tip Facility. Customers are responsible for placing mattresses and box springs in the designated location, as directed, or they will be charged as solid waste. See current Fee Schedule for pricing.

Acceptable Mattresses – Any sleep surface (including used or renovated), that is (1) whole and intact, (2) dry, (3) not broken, twisted, damaged (must lie flat in container), (4) not contaminated with bed bugs, and (5) not severely contaminated with bodily fluids or odors, that is also (6) covered with ticking or fabric and contains resilient material, such as steel innersprings, foam, fiber, or other filling or upholstery materials, used alone or in combination, regardless of size or shape.

Acceptable Box Springs: Any structure (including used or renovated) used to support a mattress or sleep surface that is (1) whole and intact, (2) dry, (3) not broken, twisted, damaged (must lie flat in container), (4) not contaminated with bed bugs, and (5) not severely contaminated with bodily fluids or odors, that is also (6) covered with ticking or fabric and comprised of a frame, foam, springs or other structure, or other materials, used alone or in combination, and includes both adjustable bases or foundations and stationary foundations.

Prohibitive items – These units either (1) clearly do not fit the general acceptance criteria or (2) fit it, but are not accepted in the Mattress Recycling Council program. The following will be charged as either Unrecoverable Mattresses/Box Springs or as Solid Waste, according to the current Fee Schedule:

Unrecoverable Mattresses/Box Springs:

- Disassembled units, or units from which materials, such as metal, have been removed
- Saturated or frozen units
- Units that are not ticking- or fabric-covered
- Broken, twisted, or damaged units that do not lie flat
- Units contaminated with bed bugs (must be wrapped in plastic and marked with “BB” on both sides prior to landfill disposal)
- Units severely contaminated with bodily fluids or strong odors

Solid Waste:

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Attachment 4

- Air mattresses that contain no upholstery material (such as camping beds)
- Car beds
- Crib and bassinet mattresses
- Juvenile products (e.g. carriages, baskets, dressing tables, strollers, playpens, infant carriers, lounge pad, crib bumpers)
- Mattress pads
- Mattress toppers
- Pillows
- Sleeping bags
- Sofa beds
- Futons
- Collapsible roll-away beds
- Water beds that contain no upholstery material

Mixed Recycling (MRF)

Delivery - Must be delivered to the Materials Recycling Facility (municipal and commercial loads) or Small Vehicle Area (individual residents and small contractors). All acceptable Mixed Recycling materials can arrive mixed together. Mixed Recycling delivered in mixed waste loads with other materials, and not segregated by the customer, will be charged as solid waste.

Preparation - Resource Recovery expects customers to treat unprocessed comingled recyclables as a commodity during collection and delivery to the MRF to allow for proper sortation when processed through the MRF facility. Materials received in a condition inconsistent with the **moisture** and **compaction** standards below, or otherwise found objectionable by Resource Recovery staff, may be rejected as these issues contribute to cross-contamination, loss of quality recyclables, processing inefficiencies and higher residue rates. Rejected loads will be recoded as solid waste and the customer will be subject to the appropriate fee and other surcharges including equipment usage fees.

Excessive Moisture: Customers shall ensure that recyclables are delivered to the MRF free of excess moisture. Loads that are determined to be too wet or contain an excessive amount of snow, ice or frozen material to process shall be subject to rejection. Such determination shall be made by Resource Recovery and shall be binding.

Excessive Compaction: While balancing the utilization of the hauling vehicle's maximum load capacity, the customer shall prevent the excessive compaction of material to be delivered to the MRF. Loads that have been subject to excessive compaction cannot be sorted properly causing excess residue and/or contamination. Resource Recovery recommends a 2.5:1 maximum compaction ratio to reduce MRF residue and preserve commodity values. Using data from the 2016 EPA Volume to Weight conversion table, single family comingled recyclables average 126 pounds per cubic yard (e.g. a vehicle with 30 yards capacity should not exceed 5 tons of residential single stream material). Loads that are found to be excessively compacted and unsuitable for processing may be subject to rejection. Such determination shall be made by Resource Recovery and shall be binding.

Attachment 4

No Bagging/Bundling: All materials must arrive loose (i.e. not be in plastic bags, leaf and lawn bags, cardboard boxes or bundled together). Materials received in bags will be treated as solid waste and disposed of as residue regardless of the recyclability of the items within the bags.

Acceptable – Materials must be (1) commingled plastic, glass, metal, and paper/cardboard items that follow the acceptance criteria outlined below, by material type, (2) dedicated loads of acceptable material types, with advance notice for dedicated glass loads, (3) no more than 50% glass by weight in any mixed load, (4) free from excessive moisture, (5) loose, and (6) free from excessive compaction.

Contaminants - These items either (1) do not fit the general acceptance criteria or (2) fit it, but are not accepted by our buyer(s). No more than 10% of these are allowed in any load:

	Acceptable	Contaminants
Plastic	<p>Plastic items must be empty containers that never held flammable liquid, 5 gallons in size or smaller. Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> • Jars (e.g. peanut butter, mayo) • Jugs (e.g. milk, juice, detergent) • Tubs (e.g. ice cream, margarine) • Bottles (e.g. soda, shampoo) • Cups (e.g. iced coffee) • Clamshells (i.e. clear plastic take-out containers) • Cartons (i.e. plastic egg cartons) • Blister packaging (i.e. containers molded into the shape of the consumer product it holds) 	<ul style="list-style-type: none"> • Any plastic item that is not a container (e.g. hangers, toys, VHS tapes, shelving) • <i>(Any plastic container that held hazardous liquid - see Prohibitives below.)</i> • Any plastic container, larger than 5 gallons in size (e.g. large plastic storage totes) • Containers that aren't empty • Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. foil-plastic juice pouches, snack bags, candy wrappers, yogurt tops) • Styrofoam containers (e.g. cups, take-out containers, coolers, etc.) • Compostable containers (labeled "compostable," "biodegradable," or "PLA") • Containers that crinkle or tear easily (e.g. plant plug trays) • Containers that shatter (e.g. CD cases)
Metal	<p>Metal items must be empty cans/lids or clean foil. Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> • Aluminum beverage cans/bottles • Aluminum cat food cans • Steel/tin food cans • Aerosol cans (depressed nozzle results in no product/air/noise) • Aluminum foil • Aluminum pie plates and serving dishes 	<ul style="list-style-type: none"> • Any metal items that aren't cans/lids or foil (e.g. wire hangers, pots, pans) • Cans that aren't empty • Foil that is not clean • Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. juice pouches, snack bags, candy wrappers, yogurt tops)

Attachment 4

	Acceptable	Contaminants
Glass	<p>Glass items must be empty bottles or jars. Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> • Drink bottles (e.g. soda, juice, tea, beer, wine) • Food jars (e.g. sauce, jam/jelly, condiments, baby food) 	<ul style="list-style-type: none"> • Any glass items that aren't bottles or jars (e.g. lightbulbs, windows, drinking glasses, bowls, ceramics) • Glass bottles and jars that aren't empty • Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. ½ glass ½ plastic pepper grinder) • <i>Though broken glass bottles and jars are accepted, Resource Recovery continues to advise those cities, towns, businesses, or institutions with manual collection to refrain from putting broken glass bottles or jars in their recycling for the protection of custodial staff and curbside haulers.</i>
Paper/ Cardboard/ Cartons	<p>Paper and cardboard must be (1) reasonably clean, dry, and flat (some grease on cardboard pizza boxes is OK); (2) in pieces no larger than 3' x 5'; Cartons must be (1) empty and (2) not crushed completely flat. Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> • Books (soft-covered or with hard cover removed) • Cartons - Gabletop (e.g. milk, creamer, juice) • Cartons - Aseptic (e.g. soy milk, broth, juice boxes) • Corrugated cardboard (up to 3' x 5', flattened) • Egg cartons • Envelopes • 100% paper gift bags with handles removed • Magazines / catalogs • Newspaper • Notebooks • Office paper • Paperboard boxes (e.g. food boxes, shoe boxes) • Paper towel inner tubes • Wrapping paper 	<ul style="list-style-type: none"> • Paper/Cardboard that isn't clean (some grease on cardboard pizza boxes OK) • Paper/Cardboard that isn't reasonably dry • Cardboard pieces larger than 3' x 5' should be cut down to size • Hybrid items made up of near equal part of different materials or 3+ different materials (e.g. photographs, cigarette packs, bubble wrap padded envelopes, nut canisters, three ring binders) • Sanitary paper (e.g. napkins, tissues, or paper towels) • Shredded paper • Wet-strength cardboard (e.g. soda boxes, six-pack carriers, frozen food boxes, paper coffee beverage/soup cups, soap or laundry detergent boxes) • Wax coated or wire reinforced cardboard (e.g. boxes used to transport fresh produce)

Attachment 4

Prohibitive items - These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Aren't loose (i.e. any bagged materials, including bagged recycling and bagged municipal or commercial solid waste, any materials that are excessively compacted.)
- Aren't empty (i.e. any container still containing hazardous waste, pressurized contents, or unknown contents)
- Aren't reasonably dry (i.e. material that has been coated by liquids such as paint, petroleum or chemicals)
- Aren't: (1) plastic containers that never carried flammable liquid, (2) metal cans/lids or foil, (3) glass bottles or jars, (3) paper, cardboard, or cartons, for example:
 - Plastic film: e.g. plastic bags, bubble wrap, shrink wrap
 - Organics: e.g. food waste, cooking oil-soaked materials, pet waste, human waste, deceased animals, and yard waste such as leaves, branches, stones, mulch, dirt / potting soil, grass clippings, flowers, plants and weeds
 - Textiles: e.g. clothing, towels, blankets, sheets, linens, luggage, backpacks, tote bags and footwear
 - Construction and demolition debris: e.g. windows, siding, tile, gutters, shingles, pipe, drywall concrete, brick, gravel, wood, sawdust, dirt, sand
 - Medical/biological waste: e.g. hypodermic needles, auto-injection pens and lancets, intravenous (IV) tubing and bags, oxygen respiration tubing and masks, soiled diapers/changing pads
 - Explosives/flammables/combustibles: e.g. firearms, ammunition, fireworks, cylinders/tanks including but not limited to propane/acetylene/oxygen/helium, and containers labeled as having one time contained flammable fluids such as automotive fluid containers; chemical containers; gasoline/petroleum product cans or containers; paint product cans or buckets; paint/stripper/thinner/varnish containers; pesticide/herbicide/insecticide containers).
 - Items that wrap / can be tied in a knot: e.g. string, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, fishing line and nets
 - Bulky/special waste: e.g. electronic items like printers and laptops, appliances like A/C units and microwaves, furniture, exercise equipment
 - Dangerous ferrous and non-ferrous scrap metal: e.g. sheet metal, pipe, auto parts-such as brake rotors/brake drums, wheels, structural steel such as rebar, angle iron, channel steel, tools, knives, razor blades, saw blades, drill bits, nails/screws
 - Lithium Batteries/Lithium Ion Batteries: Loose or installed in a device.

Motor Oil and Filters

Delivery – Small amounts (up to 10 gallons) from individual customers only; must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Motor oil and filters delivered in mixed loads and not segregated by the customer will be charged as solid waste.

Acceptable – Less than 10 gallons of new and used oil motor oil and filters from cars, motorcycles, boats, trucks, lawnmowers, etc.

Prohibitive items – Municipal and commercial customers with large amounts

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Attachment 4

Plastic Bags and Film

Delivery – Plastic bags and film must arrive segregated, or upon arrival, be segregated by the customer. Plastic Bags and Film delivered in mixed waste loads and not segregated by the customer will be charged as solid waste. Plastic bags and film are not accepted in Materials Recycling Facility (MRF) Mixed Recycling. They must be segregated from all other materials.

1. **Small vehicle loads:** There is no collection container for plastic bags and film in the Small Vehicle Are (SVA). Individual customers with small amounts should utilize the plastic bag and film collection containers located in large grocery, pharmacy, or big-box stores in RI. Individual customers wishing to deliver large amounts must contact the Resource Recovery MRF 401-228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.
2. **Municipal and commercial loads:** Municipal and commercial customers wishing to deliver dedicated loads must contact the Resource Recovery MRF 401-228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

Acceptable Items – Plastic bags and film must be (1) empty, (2) clean, (2) dry, and (3) capable of stretching over your thumb (even just a little). Plastic bags and film should never be delivered mixed with Materials Recycling Facility (MRF) Mixed Recycling. Examples of items that fit the criteria, and are accepted, include:

- Airpacks (from shipped packages)
- Bread/bagel bags
- Bubble wrap
- Cereal box liners
- Dry cleaning bags
- Electronic overwrap
- Mattress bags
- Newspaper bags
- Paper towel and toilet paper overwrap
- Pellet/firewood bags
- Produce bags
- Sandwich bags (pull any hard zippers off first).
- Shopping bags
- Shrink wrap from cases of beverages

Contaminants – These items either (1) do not fit the acceptance criteria or (2) fit it, but are not accepted by our buyer(s). No more than 10% of these are allowed in any load:

- Don't stretch: (e.g. cellophane wrapping, vinyl bags, microwave-ready bags)
- Clingy food wrap
- Fertilizer and pesticide bags
- Bags labeled "biodegradable" or "compostable"

Attachment 4

Scrap Metal

Delivery - Must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Scrap metal delivered in mixed loads and not segregated by the customer will be charged as solid waste. Scrap metal is not accepted in Materials Recycling Facility (MRF) Mixed Recycling and should never be delivered or sent to the MRF for recycling.

Preparation – (1) Always remove as much non-metal from scrap items as possible (plastic, foam, textile, etc.); (2) Sharp ends on scrap items such as knives must be covered with thick tape (masking, electrical, duct) or a piece of folded cardboard; (3) Fluids must be drained from lawn/garden power equipment and any batteries must be removed.

Acceptable: Scrap metal items that are 100% metal. Scrap metal items that are less than 100% metal are evaluated on a case-by-case basis. Examples of items that fit the criteria, and are accepted, include:

- auto parts
- car jacks
- chain link fencing
- filing cabinets
- golf clubs
- grills/grill plates
- keys
- lawn mowers – drained of fluids
- lawn mower blades
- license plates
- nails and screws
- nuts and bolts
- pipes
- pots and pans
- tools
- shower heads
- shower rods
- snow blowers – drained of fluids

Seaweed

Delivery: Municipal customers wishing to deliver dedicated loads must contact the Resource Recovery Scalehouse at 401-228-3102 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

Acceptable – Seaweed (i.e. marine plants and algae)

Contaminants – Because municipal customers are allowed to deliver seaweed under the Municipal L&Y Debris Cap, no more than 10% of these are allowed in any municipal load:

- Debris/litter

Attachment 4

Sharps, Household

Delivery: Sharps are accepted by appointment only, on certain Saturdays. To see the schedule and make an appointment visit www.rirrc.org/ecodepot or call 942-1430 x 241.

Origin: Sharps must originate from a Rhode Island household. They cannot be from out-of-state, commercial, or industrial sources. Find options for out-of-state, commercial, or industrial hazardous waste disposal at www.rirrc.org/recycling-composting-disposal/hazardous-waste/non-residential.

Acceptable - Puncture-proof plastic containers containing home-generated medical sharps (needles, syringes, lancets) that have been taped shut, labeled "sharps," and kept in the front seat of a vehicle (separate from any other Household Hazardous Waste) at the time of delivery to an Eco-Depot collection event.

Prohibitive items – Loads containing any percentage of these items will be subject to immediate rejection, and must be removed from the facility:

- Sharps from any out-of-state source
- Sharps from any commercial or industrial source
- Improperly prepared sharps

Sheetrock

Delivery - Must be delivered to the Small Vehicle Area, Tipping Facility or Central Landfill, as directed by Weighmaster at Scalehouse. Sheetrock is landfilled, but tracked separately for reporting purposes.

Acceptable* – Sheetrock (i.e. plasterboard made of gypsum layered between sheets of heavy paper)

**Loads with greater than 10% of anything other than what is listed above as acceptable will not be tracked as sheetrock material.*

Shredded Paper

Delivery – Must arrive segregated, or upon arrival, be segregated by the customer. Shredded paper delivered in mixed waste loads and not segregated by the customer will be charged as solid waste. Shredded paper is not accepted in Mixed Recycling and should never be delivered or sent to the Materials Recycling Facility for recycling.

1. **Municipal and Commercial Loads:** Municipal and commercial customers wishing to deliver dedicated loads must contact the Resource Recovery MRF (401) 228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.
2. **Small Vehicle Loads:** Individual customers must deliver shredded paper to the Small Vehicle Area.

Attachment 4

Preparation – Shredded paper must be secured in a bag prior to placement in the container.

Acceptable – Pre-shredded sensitive documents; trace amounts of shredded staples, paper clips, tape, etc. If you are looking to have sensitive documents shredded, look for events listed on www.rirrc.org.

Sludge Ash

Customers wishing to deliver sludge ash must contact Resource Recovery directly for detailed testing criteria: www.rirrc.org/contact-us or 942-1430.

Delivery – Must be delivered to the Central Landfill

Acceptable – Sludge ash (i.e. by-product produced during the combustion of dewatered sewage sludge in an incinerator).

Preparation - No dust nuisance should be caused upon tipping; Load Handling Surcharge fee applies to loads that create a dust nuisance.

Sludge/Grit/Rags

Customers wishing to deliver sludge must contact Resource Recovery directly for detailed testing criteria: www.rirrc.org/contact-us or 942-1430.

Delivery – Dedicated loads of sludge/grit/rags are only accepted Monday- Friday, 6 AM – 11 AM, and Saturdays 6 AM – 9 AM. Prior notification is only required when regular sludge/grit/rag customers will be delivering a higher-than-typical volume.

Preparation - Customer should take precautions to avoid any spillage of sludge waste. Loads must be delivered in sealed containers. Containers visibly leaking will be barred from future disposal.

Acceptable – In state residual, semi-solid material that is produced as a by-product during sewage treatment of municipal wastewater; grit and rags captured during the treatment of sludge are accepted. Sewage sludge material produced from the treatment of industrial wastewater is subject to pre-approval from Resource Recovery.

Solid Waste

Delivery - Must be delivered to the Small Vehicle Area, Tipping Facility, or Central Landfill, as directed by Weighmaster at Scalehouse.

Acceptable: Solid waste generated in RI, free of all banned materials. Banned materials include:

- Out-of-state waste (\$50,000 fine)
- Regulated Hazardous Waste

Attachment 4

- Regulated Medical Waste
- Televisions
- Computers (including monitors, computer towers, laptops and tablets)
- Mercury-added products

Prohibitive items – Loads containing any percentage of these items will be subject to immediate rejection, and must be removed from the facility.

- Out-of-state waste (\$50,000 fine)
- All other banned materials listed above.

Solid Waste Soils

Delivery – Must be delivered to the Central Landfill

Acceptable – Soils not accepted as Alternate Cover (see *Alternate Cover*).

Preparation - No dust nuisance should be caused upon tipping; Load Handling Surcharge fee applies to loads that create a dust nuisance.

Street Sweepings

Delivery – Must be delivered to the Central Landfill

Acceptable – Sand that was used on streets, roads, highways and parking areas, both public and private, and that is ultimately swept or cleaned; may be mixed with residual salt during winter storm operations

Contaminants – Contaminated street sweepings will be charged as Solid Waste. The following items do not fit the general acceptance criteria. No more than 10% of these are allowed in any load:

- Trash, debris or other items not typically found in streets, roads, highways and parking areas
- Storm water catch basin, manhole, or inlet cleanings

Textiles

Delivery: Small amounts from individual customers only; must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Textiles delivered in mixed loads and not segregated by the customer will be charged as solid waste. Textiles are not accepted in Materials Recycling Facility (MRF) Mixed Recycling and should never be delivered or sent to the MRF for recycling.

Preparation: Textiles must be bagged in plastic bags prior to placement in clothing/textile bin.

Attachment 4

Acceptable – Clean, dry, odorless textiles, including non-apparel and worn/torn/stained items. Examples of items that fit the criteria, and are accepted, include:

- Bedding/sheets/comforters
- Belts
- Clothing
- Costumes
- Curtains
- Hats
- Pet beds and clothing
- Pillows
- Purses
- Scarves
- Shoes/boots/slippers
- Swimsuits
- Table cloths and cloth napkins
- Ties
- Towels
- Undergarments

Contaminants - These items fit the general acceptance criteria, but are not accepted by Resource Recovery's recycler.

- Rugs/carpeting
- Rags ever used for hazardous waste residue (e.g. motor oil, paint)
- Things that wrap (yarn, string)

Prohibited items - Municipal and commercial customers with large amounts

Tires

Delivery: Must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Tires delivered in mixed loads and not segregated by the customer will be charged per unit in addition to the solid waste fee.

Acceptable – Tires from cars, motorcycles, trucks, and bicycles; oversized tires are also accepted at a separate rate. See current Fee Schedule for pricing.

Prohibited: Forklift tires

Wood Pallets

Delivery: Must be delivered to the wood pallet drop-off area and arrive segregated, or upon arrival, be segregated by the customer. Wood pallets delivered in mixed loads and not segregated by the customer will be charged as solid waste.

Acceptable – Clean wooden pallets free of any paint, banding, bolts, or metal

Prohibitive items – These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Unclean pallets (e.g. pallets with paint, banding, bolts, metal, etc.)
- Non-pallet wood items (e.g. plywood, lumber, stumps, firewood, branches, etc.)



Municipal Mixed Recycling Transfer Policy

PURPOSE

The purpose of this policy is to delineate the Rhode Island Resource Recovery Corporation's (Resource Recovery) requirements for municipalities utilizing a transfer station or recycling center for shipping recyclable materials to the Resource Recovery Materials Recycling Facility (MRF), and to establish a standard procedure to account for the transfer of municipal recyclables.

SCOPE

The provisions of this policy apply to all municipalities utilizing transfer stations or recycling centers for the shipment of recyclable materials to the Resource Recovery MRF.

OBJECTIVES

The objectives of this policy are to: 1) protect the public's investment in the Resource Recovery MRF; 2) process recyclables of the highest possible quality; 3) maximize the return on the marketing of the recyclables; 4) assist Rhode Island municipalities in the efficient collection and shipping of recyclable materials; and 5) ensure that recyclables delivered to the MRF are attributed to the appropriate municipality.

DEFINITIONS

For the purposes of this policy, all definitions contained in the RI Department of Environmental Management *Rules And Regulations For Composting Facilities And Solid Waste Management Facilities* (DEM-OWM-SW01-97 Sec 1.3.00), as well as the following definitions shall apply.

"Municipal Transfer Station" - shall mean a transfer station accepting materials from one, and only one, municipality and no commercial entities. For the purposes of this policy, two or more municipalities may act as one municipal entity in Resource Recovery's view. In such case, the municipalities involved must have a written agreement, on file with Resource Recovery and signed by the appropriate officials from municipalities, indicating the responsible party for billing and crediting purposes.

"Regional Transfer Station" - shall mean a transfer station accepting materials from more than one municipality, or, any commercial entity.

Attachment 5

“Transfer” - shall mean to take recyclable material from collection vehicles and ultimately place in other transportation units for movement to another solid waste management facility.

POLICY

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

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

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

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

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

PROCEDURE

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

All requests must contain the following information: 1) names and addresses of the appropriate municipal or corporate officers responsible for the operation of said transfer station or recycling facility; 2) copies of RIDEM license and operating plans for the facility; 3) if not included in the RIDEM operating plan, descriptions and specifications of all equipment including, but not limited to, compacting equipment, roll-off containers, and

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Attachment 5

tipping ramps and platforms used in the handling and storage of recyclable material to be processed at the Resource Recovery MRF.

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

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

If the request for certification and the facility meet the approval criteria, a certification will be issued (within 30 business days) pending the signing of an agreement that allows Resource Recovery personnel access, at any time, to all facilities associated with the handling and storage of recyclable materials to be processed at the Resource Recovery MRF.

Certifications for the transfer of municipal recyclables will be valid for a period of time so that renewal of the certification will coincide with the RIDEM Operating License for the said transfer station. If either the municipality or the transfer station operator desires to alter any of the procedures or plans described in the RIDEM Operating Plan associated with the transfer of recyclable material, or any plans submitted as part of the certification request, a request in writing to the Resource Recovery Director of Policy and Programs, must be made. A review and response to all such requests will be made within 10 business days. All approved alterations will be documented and amended to the original certification.

Certifications for the transfer of municipal recyclables may be revoked at any time if the municipality, or any commercial entity responsible for the collection and shipping of the municipality's recyclable material, is found to be in non-compliance with any of the provisions contained in: the RIDEM Operating Plan for the said transfer station, this policy, or any plans submitted as part of the certification request. Such municipalities will be notified immediately by the Resource Recovery Director of Policy and Programs, in writing, of any such certification revocation, including a reasonable description of events or conditions which provide a basis for such revocation.

EXCEPTIONS

The above policy may have exceptions. Requests for exceptions from specific requirements and/or criteria, however, must be approved and supported by a reasonable written explanation and justification. The municipality is responsible for the preparation of the explanation and justification for the exception.

ATTACHMENTS

Attachment 1: Board Resolution.

Attachment 2: Referenced Correspondence.

AUTHORITY TO GRANT EXCEPTIONS

The Executive Director is authorized to grant exceptions to this policy.

EFFECTIVE DATE:

October 21st, 1998; Note: Every request to transfer must be presented to the Board of Commissioners for approval.



Municipal Leaf and Yard Debris Cap Sharing Policy

POLICY

- Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (Resource Recovery) hereby establishes the following program for the purpose of facilitating the sharing of municipal leaf and yard (L&Y) debris cap, heretofore described as L&Y cap transfer, amongst Rhode Island municipalities.
- Resource Recovery will administer all provisions of this policy.

SCOPE

- This policy applies to all Rhode Island municipalities.

RESPONSIBILITY

- The Executive Director has overall responsibility for this policy.
- The Director of Policy and Programs is responsible for the implementation of this policy.
- The Municipal Program Coordinator is responsible for the daily administration of this policy.
- The Chief Financial Officer is responsible for maintaining the integrity of the cap transfers.
- The Municipalities are responsible for initiating the cap transfer process amongst themselves.

GENERAL GUIDELINES

- Resource Recovery shall allow L&Y cap transfers as described below.
- Municipalities shall be allowed to transfer 100% of their L&Y cap to other municipalities, either in part or in total.
- Municipalities shall be allowed to accept up to 50% of their statutorily calculated L&Y cap as a transfer.
- A municipality in need of additional L&Y cap (the Requestor) shall be solely responsible for initiating a request to transfer L&Y cap.
- L&Y cap transfers shall be effective for the fiscal year in which they are granted. L&Y caps shall reset each fiscal year to the statutorily calculated amount, nullifying any and all previous years' L&Y cap transfer agreements. Unused portions of a transferred L&Y cap shall not be allowed to carry forward to subsequent fiscal years.
- Municipalities shall decide at the local level if they will participate in the L&Y cap sharing program.

Last updated: 02/08/2017; visit www.rirrc.org for most up-to-date version.

Attachment 6

- Each municipality may elect to transfer some, or all, of their L&Y cap to another RI municipality.
- Municipalities may not place any restrictions, conditions, or encumbrances of any kind upon the transfer of the L&Y cap.
- L&Y cap shall not be transferred from one fiscal year to another.
- L&Y cap shall not be borrowed from subsequent fiscal years.
- Once L&Y cap is transferred, the tonnage is irretrievable by the previous Owner.
- Municipalities are under no obligation to transfer L&Y cap.

LEAF AND YARD DEBRIS CAP TRANSFER GUIDELINES

Resource Recovery Process

- Resource Recovery will provide the municipalities with a list of all municipal L&Y caps for the current fiscal year (FY10) and shall make the list available for subsequent fiscal years at the same time the municipal solid waste caps are distributed. On the first list of the year, it shall be assumed that all municipalities have unused cap available to transfer. This list shall include, at a minimum, the following information:
 - Municipality Name
 - Original L&Y Cap Amount
 - L&Y Cap Amount Available for Transfer
 - L&Y Cap Amount Available to Receive
- Resource Recovery shall process transfers according to the “Municipal Process” laid out below
- Resource Recovery shall update the L&Y cap list as transfers occur, and shall distribute the updated list to the municipalities.
- Resource Recovery shall provide a form for use by the municipalities to record the agreed upon L&Y cap transfer.

Municipal Process

- Upon receipt of the L&Y Cap list, municipalities willing to transfer cap shall notify the Municipal Program Coordinator and the Scalehouse and Customer Service Manager in writing or by email of the amount they wish to make available for transfer. Municipalities unwilling to transfer cap shall notify the Municipal Program Coordinator and the Scalehouse and Customer Service Manager in writing or by email to show zero tons available for transfer against their L&Y cap.
- A municipality in need of additional L&Y cap (the Requestor) shall initiate a cap transfer transaction with a participating municipality (the Owner).
- The Requestor shall ask for a specific tonnage of L&Y cap when requesting a transfer. The Requestor shall sign the form provided by the Corporation authorizing the acceptance of the L&Y cap transfer.
- The Owner shall sign the Requestor’s form indicating approval to transfer the L&Y cap amount from the Owner’s municipal L&Y cap to the Requestor’s municipal L&Y cap.
- Either the Owner or the Requestor shall forward the co-signed form to the Corporation in one of the following manners (if emailed, the form should be sent as a legible scan or electronically signed file. If

Last updated: 02/08/2017; visit www.rirrc.org for most up-to-date version.

Attachment 6

illegible, Resource Recovery reserves the right to delay the cap transfer until a hard-copy of the co-signed document is received):

- U.S. Postal Service addressed to:
 - RI Resource Recovery
 - 65 Shun Pike
 - Johnston, RI 02919
 - Attn: Scalehouse and Customer Service Manager
- Fax to:
 - 942-0239
 - Attn: Scalehouse and Customer Service Manager
- Email to:
 - scalehouse@rirc.org
- Hand deliver to Scalehouse and Customer Service Manager

RESOURCE RECOVERY SCALEHOUSE PROCESS

- Upon receipt of the co-signed L&Y cap transfer form, the Scalehouse and Customer Service Manager or his designee shall complete the transfer as agreed upon. The transferred L&Y cap shall be available to the approved Requestor no later than the following business day.
- The Scalehouse and Customer Service Manager or his designee shall sign the form and note the date of the L&Y cap transfer.
- The Scalehouse and Customer Service Manager shall provide an updated L&Y cap list to the the Municipal Program Coordinator for distribution to the municipalities.
- A copy of the fully executed transfer form shall be attached to both municipalities' solid waste contracts for the fiscal year in which the transfer occurred.



Compost Distribution Policy

Rhode Island Resource Recovery (Resource Recovery) Class A Rhode Island Compost (finished compost) is approved for use in certified organic crop production, and is a great addition to fields/grass, flowerbeds, and vegetable gardens. Using compost to replace or reduce reliance on synthetic fertilizers is also a cost-effective way to help the environment.

Pursuant to RIGL § 23-19-3 (17) and the Solid Waste and Recycling Services Agreement FY15-17, Resource Recovery may periodically make finished compost available to municipalities at no charge.

MUNICIPAL GUIDELINES AND PROCEDURES

Municipal Eligibility: Finished compost will be available free of charge to those municipalities with a current signed Solid Waste and Recycling Services Agreement who have also delivered leaf and yard waste to Resource Recovery during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, Resource Recovery will provide notice and the municipalities will be allowed to pick up free compost for their use.

Availability: Upon Resource Recovery's announcement of available finished compost, up to 1,000 cubic yards of finished compost will be available on a first come, first served basis during the calendar year. Even after Resource Recovery has notified eligible municipalities, there may be periods where compost is not available.

Requests: Municipalities should direct requests to the Municipal Program Coordinator by email at municipal@rirrc.org or by phone at 942-1430 x252.

Use: Finished compost must be used for a municipal project, such as use in fields, flower beds/planters, school gardens, etc. It may not be given away to residents or sold in any way.

Approval & Pickup: To the Municipal Program Coordinator, a brief written or verbal description of planned use must be given. Within 48 hours of initial request, the request will be approved or denied with notification by phone or email. Requests may be denied because the municipality is not eligible, the proposed use is not a municipal project, or wholesale needs are anticipated. Requests may be placed on hold if there is no finished compost available at the time of request.

Attachment 7

RI Public Schools: When Resource Recovery is approached by a Rhode Island Public School for finished compost, we will direct them to their municipality first. The municipality may choose to help the school by donating finished compost as a result of their municipal-run compost operation or may agree to donate some of their own finished compost made available by Resource Recovery through the abovementioned municipal guidelines. If the municipality is unable to help the school by giving their own finished compost or allotting some of their finished compost from Resource Recovery, the school may ask Resource Recovery under the RI Public School Finished Compost Guidelines (below).

RI PUBLIC SCHOOL FINISHED COMPOST GUIDELINES

RI Public School Eligibility: After municipal options are exhausted, RI Public Schools may directly approach Resource Recovery. Resource Recovery will make 500 cubic yards of compost available to Rhode Island Public Schools for use in school projects such as school gardens, planting trees, and other approved projects.

Availability: Upon Resource Recovery's announcement of available finished compost, up to 500 cubic yards of finished compost will be available on a first come, first served basis during the calendar year. This 500 cubic yards will be separate from the 1,000 cubic yards available to municipalities. Even after Resource Recovery has notified eligible municipalities, there may be periods where compost is not available.

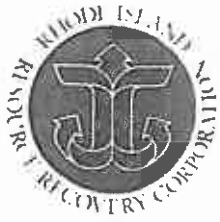
Requests: After RI Public Schools have approached their municipality and the city/town is unable to help, schools should direct requests to the Municipal Program Coordinator by email at municipal@rirrc.org or by phone at 942-1430 x252.

Approval & Pickup: To the Municipal Program Coordinator, a brief written or verbal description of planned use must be given. Within 48 hours of initial request, the request will be approved or denied with notification by phone or email. Requests may be denied because: the school has not applied through the municipality, the proposed use is not a school project, or wholesale needs are anticipated. Requests may be placed on hold if there is no finished compost available at the time of request.

Use: Finished compost must be used for a school project, such as use in school gardens, planting trees, and other approved projects. It may not be given away or sold in any way.

Project Completion: Upon completion of municipal or school projects, pictures of the process or finished project should be submitted to the Municipal Program Coordinator. These photos may be used to promote our Class A Rhode Island Compost.

Should you have any questions, please contact the Municipal Program Coordinator by email at municipal@rirrc.org or by phone at 942-1430 x252.



RECYCLING PROFIT SHARE REPORTING FORM

Pursuant to our agreements, Rhode Island Resource Recovery Corporation (Resource Recovery) requires that municipalities use profit share funds to further enhance and expand the municipal recycling and diversion program. Municipalities must also complete this form for the previous fiscal year's profit share funds use by August 1.

Please complete the form (and attach additional pages if needed) to municipal@rirrc.org or fax to (401) 946-5174 by August 1. Please email us if you are having trouble filling out this pdf form.

City/Town of: _____

Name of person submitting report: _____

Amount of Profit Share being reported on: _____

ACTIVITY	AMOUNT USED	BENEFIT TO COMMUNITY / ANTICIPATED OUTCOME

TOTAL AMOUNT USED	AMOUNT REMAINING	WHERE ARE REMAINING FUNDS BEING KEPT?



Grantmaking Policy

From time to time, and when finances allow, the Board of Commissioners of the Rhode Island Resource Recovery Corporation (Resource Recovery) may make available funding for municipal grant requests which conform to the following guidelines. The municipal grant requests shall be restricted to a fiscal year basis (July 1-June 30) according to the schedule outlined below. The total amount available for grants will vary from year to year, but shall be a minimum of \$50,000.00.

The grants shall be competitively sought. Project-based grants shall be matched by the municipality on a **dollar-for-dollar** basis, and training-based grants will fund the cost of the training program only. The following procedure and submission guidelines constitute the grant program.

MISSION STATEMENT

The mission of the Rhode Island Resource Recovery Corporation is to provide safe, environmentally compliant, clean and affordable solid waste and recycling services for the Rhode Island community.

OBJECTIVES

Resource Recovery, when budget allows, is committed to supporting programs that:

- Dramatically improve recycling participation and education in the state of Rhode Island;
- Conserve space in the Rhode Island Central Landfill for non-organic, non-recyclable waste;
- Teach Rhode Islanders to prevent waste; and
- Help all Rhode Islanders to dispose of waste appropriately.

SCOPE

Resource Recovery gives priority consideration for its grants to programs and services that:

- Promote our mission;
- Promote source reduction, recycling, waste prevention, and reuse of materials;
- Educate Rhode Islanders to understand recycling and solid waste management principles;
- Encourage Rhode Islanders to participate in such programs.

FUNDING

Funding priority is given to projects that:

Attachment 9

- Support municipally based programs for recycling and waste diversion.
- Initiate recycling programs for public-private partnerships.
- Divert significant amounts of solid waste materials from land filling to reuse, recycling or composting programs.
- Directly affect the people they serve or employ.
- Show a high likelihood of success and potential to be replicated.
- Are focused on long-range solutions to solid waste diversion challenges.
- Provide investment in employees to attend professional trainings, conferences, seminars or workshops such as those offered by the Solid Waste Association of North America (SWANA), Maine Compost School, Northeast Waste Management Officials' Association (NEWMOA), Northeast Recycling Council (NERC), Product Stewardship Institute (PSI) or other trainings that promote waste reduction, diversion and recycling, as approved by Resource Recovery. These can be in person or online, such as a webinar.

FUNDING RESTRICTIONS

Resource Recovery does not fund organizations that discriminate based on age, race, color, sex, sexual orientation, religion, national origin, disability, family status, or ancestry.

Project based grants may be for a one-time expenditure, such as for recycling carts for athletic fields, or for ongoing educational support materials, such as residential direct mailings about municipal recycling and diversion programs. All requests will be evaluated against the guidelines above.

Grant funding can also provide ongoing partial support for municipal recycling coordinators.

Each request must include a dollar-for-dollar matching financial investment in the project by the applicant to ensure commitment, shared responsibility, and sustainability.

Maximum Grant Awards, Per Municipality, Per Fiscal Year, and Matching Requirements:

- For project-based grants: \$5,000.00. **Each request must include a dollar-for-dollar matching financial investment** in the project by the applicant to ensure commitment, shared responsibility, and sustainability.
- For training-based grants: \$2,000.00, for the cost of the training class or program only. This does NOT need to demonstrate a dollar-for-dollar match, but rather, the municipality must be aware of other costs associated with the training.

Grant applications are considered on a competitive basis. Resource Recovery reserves the right to fully fund, partially fund, or deny funding requests. No applicant is guaranteed funding at any level, even if all basic criteria have been met. Prior funding does not guarantee support in current or future years. **Applicants may submit one application for a project-based grant and one application for a training-based grant, per fiscal year.** The training grant may list multiple training opportunities which the municipality is interested in pursuing, however the total training budget may not exceed \$2,000.

In addition, Resource Recovery does not fund the following unless they are attempting waste prevention programs that meet the above stated objectives and criteria:

Attachment 9

- Individuals
- Fairs, festivals, tournaments, or other non-program based events
- Religious organizations
- Labor, fraternal, and veterans organizations
- Political or legislative organizations, campaigns, or projects
- Underwriting conferences
- Trips and tours
- Historic preservation
- Capital replacement or building costs
- Memorial campaigns or Endowments
- Meals, incidentals, lodging, travel expenses (including but not limited to mileage reimbursements, airfare, etc.), and test fees, related to approved trainings.
- Trainings, conferences and seminars that do not align with Resource Recovery's mission.

AWARD PROCESS

Eligibility/Award Process

1. Each request will be carefully evaluated by the Resource Recovery Grant Committee to determine alignment with our focus and to be certain Resource Recovery is investing in solutions that raise awareness of its core mission and values. Because our resources are limited, Resource Recovery cannot help fund every worthy endeavor.
2. The project-based grant application deadlines are March 1 and August 1. Grant applications will be reviewed by the Recycling and Environmental Subcommittee who will recommend approval/denial to the Board of Commissioners. Grant awards will be approved by the Board at the business meeting following review by the subcommittee.
3. Training grant requests may be submitted on a rolling basis, will be reviewed by Resource Recovery staff, and will be awarded on an as-needed basis, dependent upon meeting and approval by the Board of Commissioners.
4. All grant awards are subject to approval by the Board of Commissioners.
5. Grant funds may be disbursed in installments.
6. Grant funds will be disbursed upon receipt of an invoice from the municipality.
7. Grants will only be awarded to municipalities with a signed municipal contract for the fiscal year in which they are applying for funding and whose accounts with Resource Recovery are current.

Application Requirements

For project-based grants, applicants should submit a 1-2 page grant application, which should include the following (all while keeping in mind the Resource Recovery's mission and goals):

- 1) Summary: a brief description of why the project need exists.
- 2) Purpose: the purpose of the project.
- 3) Expected results: including who will benefit, how many people will participate, estimated waste diverted, etc.
- 4) Duration of the project.
- 5) Project description: detailed description of the work to be performed.
- 6) Project budget: including a chart or spreadsheet containing the description of the item, vendor, quantity, unit and total costs. A total project budget should be included, as well as the amount requested for reimbursement.

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Attachment 9

For training-based grants, applicants should submit the following:

- 1) Cover letter: brief description of the training, conference, workshop or seminar and why the need exists.
- 2) Resource Recovery Training Grant Application form, available through the Municipal Program Coordinator.

Applications may be mailed or emailed. If mailing, please prepare only one double-sided copy to conserve paper.

- Email to: municipal@rirrc.org
- Mail to: Municipal Program Coordinator, RI Resource Recovery, 65 Shun Pike, Johnston, RI 02919

Measurement

Projects must contain quantifiable improvement targets, should describe the measurement to be used, the timeframe for measurement, and the name and title of the person accountable for the project.

Projects will be reviewed quarterly and continued funding will depend upon demonstrated outcomes and adherence to reimbursement guidelines.

Projects must be completed no later than twelve months after receiving notice of grant award. If projects are not completed, the municipality must request an extension on the project timeline. Extensions may or may not be granted.

Disbursement of Funds

All grant funding is determined by a vote of approval by the Board of Commissioners. Funds will be disbursed after:

- Resource Recovery receives and approves an itemized invoice from the grantee on city/town letterhead. For example, if the grant was awarded for \$5,000, the city/town must invoice Resource Recovery for the actual amount spent on the project, as shown in the backup documents and budget, and not to exceed the award amount of \$5,000.
- The grantee submits copies of the invoices for the item(s) purchased in association with the grant. Only grant related approved expenses will be funded.
- The grantee submits a final report, using the format below in "Reporting."

Reporting

Each grantee must account for fund expenditures in accordance with their projected based grant application. Failure to do so will result in exclusion from future grant requests. Reports must be submitted on a quarterly basis (due March 31, June 30, September 30, and December 31), and be submitted to the Municipal Program Coordinator at municipal@rirrc.org or faxed to 946-5174. Reports should include the following:

- What has been completed, as outlined in grant application
- What funds have been spent thus far, including items procured.
- Pictures of the project, if possible.
- Final reports shall include complete details on the project, while keeping in mind the original grant application and its description.

Training grants will require only a final report after the training has taken place, using the above format.

