

**CITY OF PROVIDENCE, RHODE ISLAND
MUNICIPAL SOLID WASTE & RECYCLING COLLECTION AGREEMENT**

This Municipal Solid Waste and Recycling Collection Agreement ("Agreement") is made this 25th day of June, 2025 (the "Effective Date") by and between Waste Management Rhode Island, Inc. (hereafter "Company"), and the City of Providence, a body corporate and politic of the State of Rhode Island (hereafter "CITY") (Company and City each a "Party" and collectively the "Parties").

WHEREAS, City desires to provide its residents with environmentally sound collection of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, City has determined that it would be in the best interests of its residents to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

1. DEFINITIONS

- a) "Applicable Law" means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- b) "Automated Collection" means use of a mechanized system (fully automated or semi-automated) for the curbside collection of solid waste and recyclables. Requires use of specialized collection vehicles and compatible curbside containers, i.e. lift capable carts, to maximize efficiency.
- c) "Bulky Waste" means large household items that do not properly fit in the Cart. Such materials include but are not limited to furniture, mattresses, box springs and carpet weighing less than 100 lbs.
- d) "Cart" means a plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, fitted lid, and two (2) wheels.
- e) "Collection Service(s)" means the process by which Solid Waste, Recyclables and/or Yard Waste is removed from Residential Service Locations transported to a transfer, disposal or Processing facility, and subsequently disposed or processed.
- f) "Construction and Demolition Debris" or "C&D Debris" means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, asphalt material,

plumbing, windows, roofing material, concrete, wood, masonry, trees, remnants of new construction materials, wood scraps, scrap metal, building materials, and packaging. Construction and Demolition Debris does not include Unacceptable Waste.

- g) **“Solid Waste and Recycle Facility”** means the Facility where the Solid Waste & Recyclables collected from the City by the Company shall be taken for disposal or processing.
- h) **“Dumpster”** means a plastic or metal receptacle with a capacity typically ranging from two (2) cubic yards up to thirty (30) cubic yards, designated to temporarily store Solid Waste and Recyclables.
- i) **“Residential Service Location”** means any residential location approved by the City to receive service under this agreement. Residential Service Locations may refer to single units or individual household units which are a part of multi-family up to and including 6 dwelling units.
- j) **“Overflow bag”** shall mean a bag procured through the City with a specified color and City markings that may be placed adjacent to a cart for collection by Company on collection day.
- k) **“Overage”** is defined as (i) Solid Waste or Recyclables exceeding the Cart or Dumpster’s intended capacity such that the lid does not fully close, or (ii) Solid Waste or Recyclables placed on top of or in the immediate vicinity of the Cart or Dumpster.
- l) **“Rates”** means the fees to be charged by Company to City, and paid by City to Company, for the Collection Services and other services provided by Company and included in Exhibit A.
- m) **“Recyclables”** means the materials acceptable at the City’s designated Municipal Recycling Facility.
- n) **“Solid Waste”** means residentially generated putrescible and non-putrescible wastes and does not include liquid wastes, commercially or industrially generated wastes, Construction and Demolition Debris, Recyclables, Yard Waste, Unacceptable Waste or wastes of any kind not generated at Residential Service Locations or Municipal Service Locations serviced under this agreement.
- o) **“Unacceptable Waste”** means any paints; pesticides; propane tanks; gas cylinders; automotive batteries; automobile part; tires; liquid, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous wastes; PCBs; toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations; any materials containing information protected by federal, state or local privacy and security laws or regulations; or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees.
- p) **“White Goods”** means any as appliance employing electricity, oil, natural gas or liquefied petroleum gas to supply heat or motive power to preserve or cook food, to wash or dry clothing, cooking or kitchen utensils or related items or to cool or heat air or water. “White Goods” shall also include lawnmowers and snow-blowers (with the fuel and the oil removed); food preparation grills

(with the propane tanks removed); Televisions, computer monitors, and any device or instrument containing a cathode ray tube; small electronic items such as DVD players, radios, computers, tires on or off the rim, propane and helium tanks; and metal items such as exercise equipment. Company reserves the right to, in its sole discretion, to exclude particular items based on their suitability to be collected, recycled or disposed.

q) “Yard Waste” means any vegetative matter resulting from yard maintenance and landscaping operations. Yard Waste includes plant debris such as grass clippings, leaves, prunings, weeds, branches, brush, tree trimmings and other forms of vegetative waste placed in paper leaf recycling bags or loose in barrels not exceeding 45 pounds. Yard Waste does not include dirt, soil, sand, stone, masonry, concrete, asphalt, food waste or tree branches greater than two (2) inches in diameter. Yard Waste is not permitted to be collected as Solid Waste or as Recyclables.

2. TERM.

The Term of this Agreement shall be for five (5) years commencing on July 1, 2025 (the “Commencement Date”), and expiring June 30, 2030. Upon mutual consent of the Parties, this Agreement may be extended for one (1) additional period of two (2) years, subject to mutually agreeable pricing and terms and corresponding approval by the Providence City Council.

3. COLLECTION SERVICES.

a) Scope of Services:

- i. Curbside Solid Waste Collection: The Company shall provide for the weekly collection of Solid Waste in City provided collection carts from 62,500 participating Residential Service Locations consisting of single and multifamily dwellings with up to six (6) units. Curbside Solid Waste collection at Residential Service Locations shall occur on the same day of the week as Curbside Recyclables Collection.
- ii. Curbside Recyclables Collection: The Company shall provide for the weekly collection of Recyclables in City provided collection carts from 62,500 participating Residential Service Locations consisting of single and multifamily dwellings with up to six (6) units.
- iii. Yard Waste: The Company shall provide for the collection of Yard Waste from all participating Residential Service Locations for thirty-seven (37) consecutive weeks during the months of April through December each year. Designated collection weeks shall be mutually determined by City and Company.
- iv. Christmas Tree Collection: The Company shall provide three (3) consecutive weeks of Christmas Tree collection during the month of January each year.
- v. Collection by Appointment: The Company shall collect Bulky Waste items (including mattresses and box springs) and White Goods on an appointment basis from participating Residential Service

Locations. Residents from eligible Residential Service Locations shall be responsible to contact the Company, schedule the appointment and make payment to Company according to the rate schedule set forth in Exhibit A. City may elect to subsidize all or a portion of the per item fee at any time during the contract term.

b) Routing. During the life of the Contract, the Company may request changes in collection routes. Upon the City's approval, the City and Company shall work together to distribute notice of the changes to all affected Residential Service Locations. All material distributed to Residential Service Locations must be approved by the City.

c) Service Specifications:

i. Solid Waste: Material must be at the curb before 5:00 a.m. on the scheduled collection day in City supplied collection carts. All material must be placed inside the collection cart or in City official overflow bags placed alongside the assigned collection cart.

Solid Waste shall not be collected if:

- o Materials are not placed at the curb, which means within three (3) feet of the edge of the pavement or roadway
- o Carts cannot be lifted by an automated truck or handled by one person
- o Materials are located at an address which is not associated with an eligible Residential or Municipal Service Location
- o Solid Waste is mixed with excessive visible Recyclables, Yard Waste or Construction and Demolition Debris
- o Carts contain visible Unacceptable Waste
- o Overflow material is not set out in City official Overflow Bags

Furthermore, Company shall not mix Solid Waste with Recyclables, Yard Waste, or Solid Waste originating at locations not included under the scope of this Contract.

ii. Recyclables: Material must be placed at the curb before 5:00 a.m. on the scheduled collection day in City supplied collection carts. All contents must be placed inside the designated collection cart.

Recyclables shall not be collected if:

- o Materials are not placed at the curb, which means within three (3) feet of the edge of the pavement or roadway
- o Materials are not placed in Carts
- o Recyclables are placed inside (a) plastic bag(s) – even if the bags are inside a Cart
- o Carts cannot be lifted by an automated truck or handled by one person
- o Materials are located at an address which is not associated with an eligible Residential or Municipal Service Location

- Recyclables are mixed with visible Solid Waste, Yard Waste or Construction and Demolition Debris
- Recyclables contain visible Unacceptable Waste

Furthermore, Company shall not mix Recyclables with Solid Waste, Yard Waste, Construction and Demolition Debris, or Recyclables originating at locations not included under the scope of this Contract.

- iii. Yard Waste: Material must be placed at the curb before 5:00 a.m. on the scheduled collection day in containers provided by the residents. Containers must be either plastic barrels labeled "Yard Waste" not exceeding 30 gallons in capacity or paper bags designed for Yard Waste collection. Tree branches must be cut down to 3-foot length, no larger than 2 inches thick in bundles not weighing more than 45 lbs

Yard Waste shall not be collected if:

- Materials are not placed at the curb, which means within three (3) feet of the edge of the pavement, roadway or sidewalk.
- Barrels, bags or bundles exceed forty-five (45) lbs.
- Materials are placed in plastic bags
- Materials are located at an address which is not associated with an eligible Residential or Municipal Service Location
- Yard Waste is mixed with visible materials that do not meet the definition of Yard Waste.

- iv. Bulky Waste: Residents must contact Company to make payment and schedule collection of Bulky Waste limited to three (3) items per week per dwelling. Residents must place the schedule item(s) at the curb before 5:00 a.m. on the scheduled collection day.

Bulky Waste shall not be collected if:

- Materials are not placed at the curb, which means within three (3) feet of the edge of the pavement or roadway
- Item(s) cannot be safely lifted by two people

- v. Mattresses/Box Springs: Residents must contact Company to schedule and make payment for collection of mattresses and box springs limited to 3 items per week per dwelling. Residents must place the schedule item(s) at the curb before 5:00 a.m. on the scheduled collection day. Mattresses and Boxsprings must be clean, dry and placed in clear plastic bags sealed on both ends to be eligible for collection.

Mattresses shall not be collected if:

- Bagged mattresses/boxsprings are not placed at the curb, which means within three (3) feet of the edge of the pavement or roadway
- Infested with bed bugs

- o Severely damaged
 - o Not placed in clear colored bags
 - o Wet/frozen
- vi. White Goods: Residents must contact Company to schedule and make payment for collection of White Goods limited to 3 items per week per dwelling. Residents must place the scheduled item(s) at the curb before 5:00 a.m. on the scheduled collection day.
- White Goods shall not be collected if:
- o Materials are not placed at the curb, which means within three (3) feet of the edge of the pavement or roadway
 - o Item(s) cannot be safely lifted by two people
- vii. Unacceptable Waste: Except as provided under Section 9 below, title to Unacceptable Waste shall remain with the generator.

4. **IMPROPERLY PREPARED MATERIALS**

- a. The Company shall supply non-collection notices (tags). All drivers are to be provided an adequate supply of tags and are to leave a tag whenever materials are intentionally not collected.
- b. In the event that materials do not meet the specifications set forth in Section 3, Subsection c “Service Specifications”, the Company shall not collect the material, Company shall leave a tag and provide notification to the City of the address that was not collected as well as the reason for non-collection.

5. **CARTS**

- a) All Carts at Residential Service Locations shall be the property of the City,
- b) City shall, at its own expense, provide a; parts and labor required to complete repair requests.
- c) Company agrees that in the event cart damage or loss reported to the Company is proven to be at fault of the Company, Company shall credit the City’s invoice in the amount of \$65.00 per cart to cover replacement cost. Company shall not be responsible for replacement cost of lost or stolen carts, carts damaged due to citizen neglect or normal wear and tear.

6. **OVERFLOW BAGS**

The cost to provide the overflow bag program will be \$1.75 per bag. This includes the procurement of the bags, distribution to local stores and curbside collection of the bags. The overflow bag program shall be subject to all the terms and conditions set forth in the Memorandum of Understanding (MOU) “Overflow Trash Bag Program” dated October 12, 2018, and attached hereto as Exhibit B.

7. **SOLID WASTE AND RECYCLING FACILITY**

The City is under a separate agreement for the disposal of Solid Waste and the processing of Recyclables. The City’s Solid Waste, Bulky Waste, White Goods, Yard Waste and Recyclables must be delivered to Rhode Island Resource Recovery/Central Landfill and/or the Municipal Recycling Facility located at 3

Shun Pike, Johnston, RI. Accordingly, the Company shall deliver all of the Solid Waste and Recycling collected under this Agreement to said facility and it shall be tipped under the City's account. If the City's agreement with Rhode Island Resource Recovery ceases to be in effect or is no longer willing to accept some or all material and the City and/or designated disposal site directs Company to deliver its Solid Waste or Recycling to an alternative facility during the term of this Agreement, Company reserves the right to negotiate an adjustment to the collection rates in Exhibit A to account for changes in transportation costs. Mattresses and Box Springs disposal facility is at the discretion of the Company.

9. TITLE TO WASTE

Company shall receive title to all Acceptable Solid Waste and Recyclables collected. Title to and liability for Unacceptable Waste shall remain with the generator.

10. HOLIDAY SCHEDULE

The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, service will be delayed for one day starting on the day of the holiday and continuing through the end of that same week. For example, if a holiday were to occur on a Thursday, all Thursday services would be performed on Friday and all Friday services would be performed on Saturday.

11. HAZARDOUS CONDITIONS

In the event weather or other circumstances create conditions which the Company deems unsafe to operate, Company shall notify City and Collection Services will be delayed one day and Collection Services for all subsequent days during that same week will also be delayed by one day. Examples of such circumstances include, but are not limited to the following:

- Impassable roads resulting from blanketing snowstorms, icy conditions, or unsafe road conditions resulting from construction activities.
- High Winds (e.g., tropical storms, hurricanes, sustained winds of 50+mph)
- States of Emergency

12. COMPLIANCE WITH LAWS

The Company shall comply with all applicable Federal, State, and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

13. PERSONNEL AND EQUIPMENT

Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete Collection Services in a safe and timely manner.

14. CARE OF MUNICIPAL PROPERTY

Company shall use its best efforts to see that its personnel handle Carts with care so that Carts are not damaged. Company shall also take reasonable precautions to protect all residential and municipal property from any damage and will be responsible for any such damage to the extent caused by negligence of the Company and/or its employees in its performance of the services. Any such damage done to property by the Company's personnel during the fulfillment of the Company's obligations under this Contract shall be repaired or paid for by the Company or may be repaired by the City and the cost thereof deducted from any payment due the Company under the terms of this Contract.

15. SUPERVISION

Company shall always provide competent supervision in charge of working crews while providing Collection Service.

16. MISSED PICKUPS AND COMPLAINTS

All Solid Waste, Recyclables, Yard Waste, Bulky Items and White Goods must be placed at the curb or other designated location and ready for pick-up before 5:00 a.m. on the day of collection.; Any material not collected because it was not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly and shall resolve all missed pick-ups by the close of the business day following the complaint, conditions permitting and that are not the result of force majeure events.

17. CLEAN UP ON ROUTE

The Company shall pick up any material that was spilled on the ground while in the process of serving Residential Service Locations or Municipal Service Locations whose material was properly set out for collection. Furthermore, the Company shall be responsible to clean any release of hazardous material from its vehicles deployed in the service of this Contract, in compliance with all applicable laws and State regulations.

18. REPORTING

Company shall be required to keep accurate weights of collected materials. The Company shall submit, at the City's request, accurate weight records showing the quantity (in tons, pounds or yards) of materials collected.

19. PUBLIC EDUCATION & ENGAGEMENT

Company acknowledges that education and public awareness are essential in achieving recycling goals and program compliance. Furthermore, the Company values its relationship with the City and wishes to foster a positive and long-term relationship. Accordingly, the Company will assist the City's efforts to educate the public with the goal of expanding awareness concerning methods of reducing, reusing, and recycling waste materials and reducing contamination as well as supporting community events.

- a. **WM Smart Truck®** - WM will provide City access to technology to provide real time video service verification and contamination audit capabilities.
- b. **One Additional full-time staff member** to assist City in managing new technology offerings and reporting.

20. COMPENSATION

- a. **Schedule of Charges**: See Exhibit A.
- b. **Fuel Costs**: Company shall calculate fuel costs according to the following formula which shall be updated on January 1st and July 1st of each year, CNG Fuel Adjustment will be based on the increase and decrease of CNG cost as measured by the US Department of Energy <https://afdc.energy.gov/fuels/prices.html> from an established baseline cost range of \$4.25 per diesel gasoline equivalent (DGE) including taxes of CNG. The increase or decrease in cost will be applied to the volume of CNG used, which will be fixed at 17,000 DGE's per month. Adjustment will be calculated semi-annually and applied as a monthly adjustment based on the average cost of DGE as published for the two calendar quarters prior to the adjustment (1/1/25 and 4/1/25 for the July 2025 adjustment) The average index cost is determined by adding the price for the previous two quarters and dividing them by two (2).
- c. **Other Increases**. Company may increase rates to reflect increased costs resulting due to the occurrence of uncontrollable circumstances which are documented by Company, including, without limitation acts of God (such as fire and floods), changes in local, state or federal laws or regulations, imposition of tariffs, taxes and fees and surcharges. Company may also, on an annual basis, propose increases in the charges to account for any increase in disposal or transportation costs, which proposed increases shall be subject to prior written approval of the City, which approval shall not be unreasonably withheld. Company shall provide the City with written notice of any increase in rates at least thirty (30) days prior to such increase. In the event the City and Company cannot agree to such increase, either party shall be entitled to terminate the agreement with ninety (90) days prior notice.
- d. **Payment**. City agrees to pay Company for services in accordance with the Rate schedule. Company shall prepare and submit to City by the fifteenth (15th) day of each month an invoice for the previous month. The City shall make payment to Company for all undisputed invoiced amounts, within sixty

(60) days of receiving said invoice. City shall pay a service charge on all past due amounts at a rate of 1.5% per month. Payments made by credit card shall be limited to \$50,000 and shall be subject to a convenience fee. However, City may pay amounts due, which exceed \$50,000, by credit card by dividing the total amount due into increments of \$50,000 or less and making multiple credit card payments, each of which will be subject to said convenience fee.

21. ANNUAL AUDIT

At least once a year, the City shall verify the assumed housing unit count for residential waste and recycling hauling service based upon the most recent data provided by the City Tax Assessor and new approved housing developments provided by the Building Official. After each audit, the City may adjust the number of residential units serviced and/ or the container volume for multifamily units. In the event the number of eligible units and/or carts serviced exceeds 62,500 Solid Waste and 62,500 Recyclables, additional charges, set forth in Exhibit A, shall apply.

22. DEDUCTIONS FROM PAYMENTS BY CITY

In the event of Company's non-performance, City shall document the instance and provide written notice to the Company within thirty (30) days of the occurrence of the non-performance event. Company shall have five (5) business days to dispute the City's claim in writing. The sums designated below may be deducted by the City from the payment of the monthly invoice for any undisputed claims.

- Failure to clean up waste or recycling spills within 24 hours, after two (2) or more instances in a week or five (5) in a month - \$100 offense.
- Failure to resolve a Solid Waste or Recyclables collection complaint within 24 hours, after two (2) or more instances in a week or five (5) in a month - \$100 offense.
- Failure to take disciplinary action against any employee due to any of the following substantiated offenses: use of loud, profane, vulgar or obscene language; soliciting gratuities for public services; refusal to collect or handle refuse as required; wanton or malicious damage of containers or receptacles; wanton or malicious scattering or spilling of refuse; any other willful disregard of safety or sanitary requirements or any act constituting a public nuisance or disorderly conduct; hauling of commercial waste at the expense of the City - \$1000/offense.
- Changing day of collection without notice to City so that City can notify the public of the change - \$1000/offense
- Starting route collection before 5 am unless approved by City - \$500/per route
- Intoxication on the job - \$1000/offense
- Failure to substantially complete a Solid Waste or Recyclables route (defined as four (4) or more missed streets) on the day of scheduled collection unless prior approval has been granted by the City, after two (2) or more instances in a week or five (5) in a month - \$1000/offense.

- Failure to substantially complete a Yard Waste route (defined as four (4) or more missed streets) by the end of the scheduled week or two (2) business days following the scheduled yard waste collection day, whichever is greater, unless prior approval has been granted by the City - \$1000/ offence.

23. APPROPRIATION

This Agreement is subject to the availability and appropriation of funds. The City shall cancel this contract if funds are not appropriated or otherwise made available to support continuation of performance during any contract period

24. DEFAULT AND TERMINATION

Except as otherwise provided in Section 27 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: thirty (30) days from the receipt of the notice to cure any default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party.

25. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

26. ASSIGNMENT

Company shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld provided that Company is not in breach or default hereunder and assignee party agrees in writing to undertake and perform all of Contractor's obligations hereunder, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the City.

27. FORCE MAJEURE

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

It is agreed, however, that since performance dates of this Agreement are important to the implementation of requested services, continued failure to perform for any consecutive thirty (30) day period, even for causes beyond the reasonable control of the Contractor, shall be deemed to render performance impossible, and the City shall thereafter have the right to terminate this Agreement in accordance with its terms.

28. CITY'S LIABILITY

The City's liability under this Contract shall be to make all payments when they shall become due, and the City shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the any officer of the City or their successors in office, personally liable or any obligation under this Contract.

29. INDEMNIFICATION

The Company agrees to indemnify, save harmless, and defend the City from and against any and all liabilities, claims, penalties, forfeiture, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter 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, or any violation of governmental laws, regulations, or orders to the extent caused by Company's employees, or its subcontractors breach of any term of or provision of this Agreement, or any negligent act or omission, or act of willful misconduct by the Company or its employees, or its subcontractors in the performance of this Agreement

In no event, whether in contract, tort or otherwise shall either party be liable to the other for any special, indirect, or incidental damages.

30. INSURANCE

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<u>Type</u>	<u>Amount</u>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$3,000,000
C. Comprehensive General Liability	\$5,000,000 per occurrence \$6,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury and Property Damage	\$1,000,000 per accident
E. Excess/Umbrella	\$15,000,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the required coverages.

30. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- b. This Agreement shall be construed in accordance with the law of the State of Rhode Island and the Contractor submits to the jurisdiction of any of this appropriate courts for the adjudication of disputes arising out of this Contract.
- c. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement unless one or both parties would be substantially or materially prejudiced.

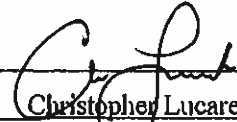
31. ENTIRE AGREEMENT

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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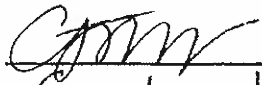
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF RHODE ISLAND, INC.

By: 
Name: Christopher Lucarelle
Title: President


Dated: 6/25/25

CITY OF PROVIDENCE

By: 
Name: Country Hawkins
Title: COO


Dated: 6/17/25

CERTIFIED AS TO APPROPRIATION:

By: 
Name: Sara Silveria
Title: Finance Director

Dated: 6/17/25

APPROVED TO FORM:

By: 
Name: JEFF DANA
Title: CITY SOLICITOR

Dated: 6/19/25

**Exhibit A
SCHEDULE OF CHARGES**

Pricing

Curbside Collection

Service Type		Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Refuse Removal	Annual Cost	\$ 5,042,520	\$ 5,244,221	\$ 5,453,990	\$ 5,672,149	\$ 5,899,035
Recycling Removal	Annual Cost	\$ 4,042,272	\$ 4,203,963	\$ 4,372,121	\$ 4,547,006	\$ 4,728,887
Yard Debris & Christmas Trees	Annual Cost	\$ 1,119,317	\$ 1,164,090	\$ 1,210,653	\$ 1,259,079	\$ 1,309,443
		\$ 10,204,109	\$ 10,612,273	\$ 11,036,764	\$ 11,478,235	\$ 11,937,364

Additional Pricing

		Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Bulk Item	per Item	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00
White Good	per Item	\$ 35.00	\$ 37.00	\$ 39.00	\$ 40.00	\$ 41.00
Mattress	per Item	\$ 33.00	\$ 34.50	\$ 36.00	\$ 37.00	\$ 39.00
Option for RFID Reading Package	Annual Cost	\$ 170,000	\$ 176,800	\$ 183,872	\$ 191,227	\$ 198,876

- Annual rates listed for collection of "Yard Debris & Christmas Trees" assume forty (40) weeks of collection and a 12-month billing cycle.
- Additional weeks of Yard Waste or Christmas Tree collection may be requested by the City, with 30-days advanced written notice for the fee of \$29,000 per week.
- Company shall reduce the price of "Refuse Removal" by \$13,750 for each month the City delays the deployment of 96-gallon Refuse Carts. Should the City request additional rear-load trucks for the purpose of reducing contamination of Recyclables in selected neighborhoods, Company will provide up to two (2) rear-load trucks and crews for a period of not less than 90-days (unless otherwise agreed upon by the Parties) with 30-days written advanced notice. Company will provide this service for a fee of \$200 per hour per truck, which shall be calculated on the basis of when the crews punch in and punch out.
- Under the option for the RFID Reading technology, Company's pricing is based on installing hardware and supporting software for 20 trucks. In the event, hardware is required to be installed on additional trucks, additional fees shall apply.
- Company's proposal is based on servicing one trash cart and one recycling cart at each of the 62,500 eligible dwellings. In the event additional carts/dwellings are required to be serviced, a fee of \$7.50 per cart per month will apply for each additional cart.
- All rates proposed shall increase by 4% annually unless otherwise specified.

Exhibit B Overflow Trash Bag Program



WASTE MANAGEMENT

26 Patriot Place
Providence, RI 02903

October 12, 2018

Mr. Michael Borg
Director, Public Works Department
City of Providence
700 Allens Avenue
Providence, RI 02905

Re: Memorandum of Understanding (MOU) "Overflow Trash Bag Program"

Dear Mr. Borg:

Waste Management of Rhode Island, Inc (WMRI) is pleased to furnish this MOU to set forth the key details and agreement relative to providing the overflow bag program component of the Agreement for Residential Solid Waste Collection.

1. WMRI, utilizing a 3rd party vendor, will purchase and distribute to local retail stores bags specifically designed and approved by the City for residents to place excess acceptable household refuse for curbside collection outside of their cart. City agrees to supply a letter to WMRI on City letterhead authorizing sale of the bags to local retailers.
2. The City has established \$2.00, subject to sales tax, as the initial retail sales price per bag. City upon written request to WMRI may increase the retail bag price in the future.
3. WMRI, through its 3rd party vendor, will retain \$1.75 per bag for the services of bag procurement, distribution and curbside collection services. The difference between the retail sales price and WMRI's share shall be remitted to the City via wire transfer upon collection of receipts from retail sellers.
4. WMRI, through its 3rd party vendor, agrees to provide an initial promotional campaign to consist of a flyer with up to 2000 overflow bags to be delivered to the Department of Public Works.
5. The City agrees to promote and support through its policies and ordinances the overflow bag program including requiring residents to purchase said bags for any refuse in excess of the standard 64G carts issued. In the event the City discontinues, for any reason, the overflow bag program, the City will reimburse WMRI any unrecovered expenses incurred for the procurement and distribution of bags, including inventory not yet distributed to retail stores. The City authorizes an initial purchase of 1,000 cases (40 rolls of 5 bags per case) and all subsequent orders shall require City's prior approval, provided, however that minimum order shall be 250 cases. Initial inventory shall be valued at \$64.00 per case.

6. WMRI, through its 3rd party vendor, shall supply a report each month to track number of bags sold to refiners, fund collected and deposited and current inventory levels.

Please indicate your understanding and agreement with this MOU by acknowledging below.

Agreed and Accepted:
City of Providence, RI



Michael Borg
Director, Public Works

Dated: 25 Oct 18

Thank you and we look forward to working with the City on this program.

Sincerely,
Waste Management
James Nocella, Area Director, Public Sector Services

Exhibit C Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/1/2026 4/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA License #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3338	CONTACT NAME: _____ TITLE: _____ FAX: _____ PHONE: _____ ADDRESS: _____														
INSURED 1300299 WASTE MANAGEMENT HOLDINGS AND ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTB MANAGEMENT OF RHODE ISLAND, INC. 1610 PONTIAC AVENUE CRANSTON RI 02920	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D: ACE Property and Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Indemnity Insurance Co of North America	43575	INSURER B: ACE American Insurance Company	22667	INSURER C: ACE Fire Underwriters Insurance Company	20702	INSURER D: ACE Property and Casualty Insurance Company	20699	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 21631713 **REVISION NUMBER:** XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF.	POLICY EXP.	LIMITS	
CLASS		INSURED		(MM/DD/YYYY)	(MM/DD/YYYY)		
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input checked="" type="checkbox"/> LOC OTHER: _____	Y	Y	HDO 04800793	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 LIMITS TO SETTL'D \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADJ INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - OCCUR/PAID \$ 6,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> GUARD AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MDTH1022335A	1/1/2025	1/1/2026	OCCURRED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. <input type="checkbox"/> RETRODATE	Y	Y	XEU 21929343 010	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 RETRODATE \$ XXXXXXXX
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SEAR EXCLUDED (Mandatory in 199) If yes, describe limit: _____ TYPE OF OPERATION below	Y	N/A	WLB C22628468 (AOS) WLB C22628468 (CA & MA) SCF C 7262970A (W)	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 3,000,000 EL DISEASE - RA EMPLOYEE \$ 3,000,000 EL DISEASE - POLICY LIMIT \$ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10322369	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT \$9,800,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYERS LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 21631713 CITY OF PROVIDENCE 25 DORRANCE STREET PROVIDENCE RI 02903	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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