

## RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and City of Laconia, New Hampshire (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

- 1. Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and its attachments: (a) Terms and Conditions (Attachment A), and (b) Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
- 2. Term:** This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on April 30, 2024 unless the Parties agree to amend this Grant Agreement as provided in Paragraph 8.
- 3. Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.
- 4. Duties of Partnership and Grantee:** The Partnership shall make cash grants to the Grantee in an amount not to exceed ONE HUNDRED FIVE THOUSAND ONE HUNDRED SIX DOLLARS (\$105,106) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing the Grantee’s residential curbside recycling program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in Section f, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in kind services with an estimated value of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, measurement activities, and recycling education and outreach including graphic design customization. The amounts set forth below represent The

Partnership’s intended distribution of in kind resources to the Grantee.

| Description of In-Kind Resources from The Recycling Partnership                            | Projected Value |
|--|-----------------|
| Access to Recycling Partnership educational campaign materials                             | Up to \$100,000 |
| Dedicated technical assistance and outreach campaign design support from Partnership staff | Up to \$25,000  |
| Total projected value of in-kind assistance and support                                    | Up to \$125,000 |

In exchange for the Cash Grants and in-kind resources from The Partnership, the Grantee will commit staff time and resources for the planning and implementation of the project that is the subject of this Grant Agreement, including reviewing and approving Partnership-designed educational materials, developing and implementing an education program that includes the use of Grantee’s website, digital content, and supported events, producing and distributing educational materials with the delivery of new recycling carts, conducting recycling program operations, supporting research and program analysis through the provision data and assistance with Partnership funded measurement activities, and providing additional support as the project requires in the Work Plan as set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Work Plan in accordance with the Anticipated Implementation Timeline described in the Work Plan.

**5. Distribution Provisions:** The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period (collectively, “Allowable Expenditures” and individually, an “Allowable Expenditure”). An Allowable Expenditure is one associated with work performed or goods or services acquired to complete the Work Plan as set out in Attachment B as determined by The Partnership in its sole and absolute discretion. Excluding the final Cash Grant, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 hereof documenting Allowable Expenditures. Unless otherwise determined by The Partnership in its sole and absolute discretion, the total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final report (“Final Report”) as defined in Section u, Reporting and Additional Post Award Requirements, of Attachment A; the remaining ten percent (10%) of reimbursable expenses shall be paid upon Final Report submittal. Cash Grants may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of a Cash Grant.

**6. Invoices:** As described in Section v, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership in the form of an invoice using a template provided by The Partnership. All invoices submitted to The Partnership by the Grantee shall be accompanied by

reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with each Allowable Expenditure, and documentation that provides evidence of payment by the Grantee for each Allowable Expenditure submitted, which shall include copies of invoices for Allowable Expenditures for which the Grantee is seeking reimbursement. The Grantee’s final invoices must be received by The Partnership with the Grantee’s Final Report. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Partnership for Allowable Expenditures with the final ten percent (10%) available as detailed in Paragraph 5 above.

**7. Grant Contacts:** Contacts for purposes of this Grant Agreement are set forth below.

| <b>Primary Partnership Contact:</b>  | <b>Secondary Partnership Contact</b>  | <b>Grantee Project Manager:</b>  |
|--|---|--|
| Rob Taylor, Vice President of Grants and Community Development<br>Telephone: (919) 777 3964<br>Email: rtaylor@recyclingpartnership.org | Craig Wittig, Vice President of Grant Implementation and Community Engagement<br>Telephone: (919) 830-0547<br>Email: cwittig@recyclingpartnership.org | Wes Anderson, Public Works Director<br>Telephone: (603) 528-6379<br>Email: wanderson@laconianh.gov |

**8. Amendments and Changes to Cash Grant Amount:** This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of the Cash Grants may be increased or decreased in a writing signed by an authorized person of the Grantee and a Partnership contact set out in Paragraph 7 hereof.

**9. Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

**10. Appropriations Limitation:** All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the City Council of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

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The parties have executed this Grant Agreement as of the Effective Date.

The Recycling Partnership, Inc.

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

Rob Taylor  
Vice President of Grants and Community Development

Date: \_\_\_\_\_

City of Laconia, New Hampshire

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

Kirk Beattie  
City Manager

Date: \_\_\_\_\_

## Attachment A: Terms and Conditions

- a. Termination:** Either Party may terminate this Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee may receive Cash Grants equal to the total amount of actual Allowable Expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.
- b. Notices:** All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to The Partnership's primary and secondary contacts set out in Paragraph 7 hereof. All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's contact set out in Paragraph 7 hereof.
- c. Recycled Paper:** The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed double sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.
- d. Lobbying:** The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.
- e. Compliance with Work Plan:** The Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.
- f. Extensions:** The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to The Partnership's primary and secondary contacts set out in Paragraph 7 hereof at least sixty (60) days prior to the due date of an obligation.
- g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement

unless approved in writing by The Partnership's primary or secondary contacts as set out in Paragraph 7 hereof.

**h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from The Partnership's primary or secondary contacts as set out in Paragraph 7 hereof.

**i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation, and monitoring of the program improvements, both educational and operational, during the Grant Period.

**j. Collection Frequency:** The Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 64+ gallon recycling cart is required.
- Every other week collection: 93+ gallon recycling cart size is required.

The Grantee, at its discretion, may distribute recycling carts that are smaller than required above but such carts will not be eligible for grant funding.

**k. Cart Distribution:** The Grantee must distribute carts for recycling collection free of additional charge to residents beyond standard monthly utility rate for waste and recycling services and in accordance with existing policies and procedures of the Grantee. Grant funding is limited to supporting the distribution of one (1) recycling cart to each eligible household.

**l. RFID (Radio Frequency Identification) Tags:** The Grantee must acquire and distribute recycling carts with embedded RFID tags.

**m. Recycled Content Requirement:** The Grantee must acquire and distribute recycling carts that have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid, and wheels. To qualify as residential post-consumer content, the reclaimed plastic must have been generated by a household and collected for recycling by a curbside or drop-off recycling program. This content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins.

**n. Material Collection and Management of Recyclable Materials:** The Grantee shall provide The Partnership a listing of the materials currently accepted for recycling by the Grantee's program.

After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with the Materials Recovery Facility or Facilities processing its recyclables (“MRF” or “MRFs” accordingly), the Grantee’s contracted curbside recycling collection service provider (if applicable), and The Partnership and/or a contractor hired at The Partnership’s expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee, the Grantee’s contracted curbside recycling collection service providers (if applicable) and/or the MRFs processing Grantee’s recyclable materials that are collected for recycling by the program benefitted by Cash Grants made pursuant of this Grant Agreement will be delivered to a reputable MRF for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee’s program will be managed responsibly.

**o. Educational Best Practices:** When working with communities that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/mailer informing them that recycling carts are coming; 2) information delivered with the recycling cart, which includes an acceptable materials information card/magnet/sticker, an introductory letter, service calendar, etc.; and 3) a plan for the use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behaviors after carts have been delivered. At a minimum, The Partnership requires that Cash Grants allocated for education and outreach be used for the procurement of these key three (3) items unless otherwise agreed in writing by the Parties. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as digital and/or print advertisements, festival/event kit, billboards, truck signage, etc. Finally, The Partnership requires the Grantee to update its website to communicate the basics of the cart roll out to its citizens and community and that such website include at a minimum a listing of acceptable materials and how to get additional information about the recycling collection schedule.

**p. Publicity and Press Events:** The Grantee may make information regarding this Grant Agreement and the associated grant project public at any time after this Grant Agreement is fully executed and in a manner which it deems appropriate. This requirement is not intended to limit or otherwise restrict the Grantee’s public information obligations or requirements and is instead intended to allow the Parties to coordinate public announcements about the project. The Grantee agrees to cooperate with reasonable efforts by The Partnership during the Grant Period to publicize the grant, including, but

not limited to designating a suitable representative to appear on behalf of the Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries. The Partnership agrees to give reasonable notice to the Grantee's Grant Contacts regarding any such publicity / press events.

**q. Graphic Design Edits:** The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least five (5) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork, and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties. The project timeline may be delayed if there are approval delays during the two rounds of edits. This may result in the extension of the deadline of project completion. It is a best practice to have one Grantee staff member serve as the point of contact for the Grantee and collect all approvals and edits to educational materials to deliver to The Partnership for graphic design completion. Print buying and approvals are the sole responsibility of the Grantee unless otherwise agreed by the Parties.

**r. Logo Usage:** During the Grant Period, the Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the project that is the subject of this Grant Agreement, unless otherwise agreed by the Parties or prohibited by law. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third-party that uses campaign images, graphics, or logos of The Partnership and any of its funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any of its funders and associated use of the "Funded in part by" phrasing. The Partnership understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

**s. Compliance with Patent, Trademark and Copyright Laws:** The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The Parties further agree that neither will use any protected patent,



trademark, or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents. The Parties agree to release, indemnify, and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark, or copyright protected by law.

**t. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee. This Grant Agreement, and any other documents requiring a signature that are related to this Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of this Grant Agreement or any document related thereto solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Grant Agreement or any document related thereto in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**u. Reporting and Additional Post Award Requirements:** The Grantee shall comply with reporting requirements, including:

- The Grantee shall provide The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in Section b hereof with the Grantee's employer identification number, as that term is defined in Treasury Regulations Section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Code Section 6011(b), (ii) corresponding provisions of prior law, or (iii) Code Section 6109, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.
- In order to establish a baseline for measurement of project success, the Grantee shall provide The Partnership with monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project that is the subject of this Grant Agreement is initiated. If such data is not available, then the Grantee agrees to work with The Partnership to help develop estimates for waste and recycling tonnage data for the baseline period.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis for the later of (i) through the end of the Grant Period as defined in Paragraph 2 of this Grant Agreement and (ii) one (1) calendar year beyond the date of the implementation of the project that is the subject of this Grant Agreement. Such reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- The Grantee shall establish an account with the Municipal Measurement Program ("MMP") system for annual reporting. Reporting in the MMP system is free and involves entering annual tonnage data

and answering questions about waste and recycling programs and services through a web-based analytical tool. The Grantee, upon finalization of this Grant Agreement, shall submit waste and recycling data about their most recently completed annual period into the MMP system, and to aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement.

- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and will provide feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a fully reviewed and finalized Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.
- The Grantee shall submit to The Partnership documentation from the Grantee's cart manufacturer providing assurance that the recycling carts purchased with the assistance of Cash Grants have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content meeting the standard described in Section m, Recycled Content Requirement.
- Additional reporting requirements may be included in Work Plan set out in Attachment B.

v. **Reimbursement:** As set out in Paragraph 5 of this Grant Agreement, Cash Grants will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, the Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. Each invoice should be accompanied by associated proof that the Grantee paid the invoice in question. Acceptable proof of payment includes copies of canceled checks or Grantee finance system reports showing that payment was made.

The Partnership shall reimburse the Grantee for actual Allowable Expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants until all grant-related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described in Section u, Reporting and Additional Post Award Requirements.

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in Section u, Reporting and Additional Post-Award Requirements.

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## Attachment B: Work Plan

**a. Background:** The Grantee currently operates a single-stream curbside recycling program with every other week collections conducted by a Grantee-contracted recycling services provider. Containers are resident-provided and need only have a capacity of under 30 gallons to be collected by the Grantee's recycling services provider. This recycling program provides collection services to approximately 5,365 residential households within the Grantee's jurisdiction in addition to approximately 1,946 multi-family housing units spread across 198 multi-family properties. The Grantee defines multi-family properties as those with four or more residential units at a single property. Regardless of unit number, multi-family properties are only allowed up to four recycling carts per property to be collected under the Grantee's program. Multi-family properties who opt for dumpster collection must solicit private recycling collection service. The Grantee's curbside recycling program also collects recyclables from approximately 340 non-residential customers that are integrated into the residential collection routes. Materials collected by this program are currently processed at a MRF in Boston, Massachusetts. Grantee staff estimate that its curbside recycling program collects approximately 788 tons of recyclables annually, with two thirds estimated to be generated by the residential sector and the final third generated by the non-residential sector.

In an effort to modernize its recycling program, the Grantee intends to implement a cart-based single-stream curbside recycling collection program to serve eligible households, multi-family properties, and non-residential customers in its jurisdiction. Curbside recycling will be collected every-other-week by a Grantee-contracted recycling service provider. The purpose of this grant is to support the Grantee's implementation of cart-based curbside recycling in the Spring of 2024.

**b. Project Description:** With the support of grant funding and assistance from The Partnership, the Grantee will distribute recycling carts to all eligible households and multi-family properties within its jurisdiction to implement every-other-week curbside recycling service that will be automatically available to these residents. The Grantee will distribute 95+-gallon recycling carts with the goal of providing each curbside recycling household with one (1) recycling cart, or up to four (4) carts at multi-family properties, and to broadly adopt a uniformly sized recycling cart as the standard while reasonably accommodating those households and citizens with special needs. The Grantee will also distribute one (1) 95+-gallon recycling cart to each non-residential customer currently serviced under the Grantee's contract with its recycling services provider. In addition, with support from The Partnership, the Grantee will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program.

**c. Measurement Plan:** The Grantee will implement a system for tracking the number of households, multi-family properties, and non-residential customers eligible to receive curbside recycling

service along with the number of recycling carts distributed to each across the Grantee's jurisdiction. As possible, the Grantee will work with its recycling service provider to measure the curbside recycling set out rate for each of the recycling routes serving its jurisdiction, and as this data is available the Grantee shall share it with The Partnership. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables. Required reports transmitting the number of households, multi-family units, and non-residential customers receiving curbside recycling services, monthly tonnage data and other project elements will be provided to The Partnership as outlined in Section u, Reporting and Additional Post-Award Requirements, of Attachment A.

To the degree possible and as opportunities arise and resources allow, the Grantee will also work with The Partnership and the Grantee's recycling service provider and MRF operator to evaluate contamination and capture rates of recovered materials and this data will be shared with The Partnership as it becomes available. It is further possible, but not required, that The Partnership may present the Grantee with the opportunity to collaborate in a Partnership-funded study to assess pre and post implementation capture rates for individual recyclable materials. Such a study, if conducted, will be planned in collaboration with the Grantee, and the Grantee will have access to results of such study.

**d. Public Outreach Plan:** The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee's curbside recycling program utilizing the approach outlined in Section o, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on educating residents about how to recycle with carts and will also work to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be related to how to prepare materials for recycling collection and ensuring residents know their recycling collection schedule and service day. The educational effort will target all curbside recycling households, multi-family properties, and non-residential customers in the Grantee's service jurisdiction and will at a minimum utilize the following supporting tools:

- Direct to resident "Carts are Coming" informational mailers for all curbside households;
- A packet of information about recycling to be delivered with the cart to all residents that receive a recycling cart; and
- The implementation of anti-contamination strategies, as needed, to reinforce correct recycling behavior.

In addition, and as agreed by the Parties, outreach efforts may be expanded to include one or more of the following outreach elements:

- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and/or
- Other strategies determined effective by the Parties.

**e. Anticipated Implementation Timeline:** The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates are as follows:

- January 2023 – Initiate planning for education and outreach campaign and support the implementation planning of cart-based curbside recycling;
- February 2023 – Begin public-facing education and outreach efforts to support the launch of cart-based curbside recycling;
- March 2023 – Launch and complete distribution of recycling carts and information packets to all eligible households, multi-family properties, and non-residential customers;
- April 2023 – Implement jurisdiction-wide cart-based curbside recycling collection.

The Parties acknowledge the difficulty of predicting the specific dates for implementation of the various elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, the Parties agree to revisit the timeline and adjust it as necessary to pursue the successful implementation of the project as described in Section b, Project Description, above. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of this Grant Agreement.

**f. Project Budget and Grant Funding:** The Partnership’s Residential Curbside Recycling Cart Grant Program provides grant funding of no more than \$15.00 per qualifying curbside recycling cart and up to \$1.00 per curbside recycling eligible household, multi-family housing unit, and currently serviced non-residential unit for supportive education and outreach materials. Qualifying recycling carts meet the conditions defined in Sections j, k, l and m of Attachment A. The actual amount of Cash Grants may vary based on the actual number of carts distributed as well as the total number of households, multi-family properties, and non-residential customers served by the curbside recycling program as determined at the time of cart distribution and as verified by the Grantee’s staff and documents provided pursuant to Paragraph 6 of this Grant Agreement. Cash Grants made for recycling carts will be based on the number of recycling carts distributed to participating households, multi-family properties, and non-residential customers, will be limited to paying for one (1) cart per participating household and non-residential customer and four (4) carts per participating multi-family property, and shall not exceed the

amount specified in the table below. The Grantee may, at its discretion, provide households and non-residential customers with more than one (1) recycling cart and/or provide multi-family properties with more than four (4) recycling carts, but in such instance Cash Grants shall only be made for one (1) cart per household or non-residential customer and for four (4) carts per multi-family property. Cash Grants for recycling outreach shall be paid at the rate of up to \$1.00 per household, multi-family housing unit, and non-residential customer and will be based on the total number of each served by the curbside recycling program as verified by the Grantee. The budget for Cash Grants, as set out below, assumes the provision of recycling carts and supportive education and outreach to 5,365 households, 1,946 multi-family housing units spread across 198 multi-family properties, and 340 non-residential customers by the Grantee.

The amounts set forth in the table below represent The Partnership’s intended distribution of Cash Grants to the Grantee:

| Grant Element                  | Description  | Grant Amount |
|--------------------------------|--|--------------|
| Recycling Carts                | Grant funding to support the purchase and distribution of qualifying recycling carts by the Grantee to all eligible households, multi-family properties, and non-residential customers for automatic every-other-week curbside recycling collection. | \$97,544     |
| Education and Outreach Support | Grant funding to implement a recycling education and outreach campaign in support of curbside recycling.   | \$7,651      |
| Total                          |  | \$105,106    |

All costs associated with project implementation beyond the grant funding from The Partnership will be the responsibility of the Grantee. It is understood by the Parties that Cash Grants for recycling carts may be combined with local funding as well as grant funding from other sources to purchase and distribute recycling carts. It is also understood by the Parties that actual expenses may vary depending on a variety of factors, including the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with the Grantee’s education and outreach effort. Upon mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in Section v, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of this Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of this Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual Allowable Expenditures incurred.