

RESOLUTION NO. 2018- 367

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE RECYCLING PARTNERSHIP FOR ASSISTANCE IN THE COST OF RECYCLING CARTS FOR CITY OF VINELAND RESIDENTS AND AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT.

WHEREAS, the City of Vineland has received notice from The Recycling Partnership, of the City of Vineland has been selected as a 2018 Cart Grant recipient; and

WHEREAS, the total grant amount is projected to be \$136,392.00 consisting of \$119,343.00 (\$7 per cart), that shall be dedicated to the funding of recycling carts and \$17,049.00 (\$1 per households), that shall be dedicated to the fund of supportive recycling education and outreach to 17,049 households; and

WHEREAS, it is the desire of the City of Vineland that said funding approval be accepted and that the execution of agreement with The Recycling Partnership be authorized; now, therefore

BE IT RESOLVED by the City Council of the City of Vineland

1. THAT the grant from The Recycling Partnership in the amount of \$136,392.00 be accepted for assistance in the cost of recycling carts for City of Vineland residents.
2. THAT the Director of Public Works/Solid Waste be and the same is hereby authorized and directed to execute the Grant Agreement and such other documents as required between The Recycling Partnership and the City of Vineland for funding in connection with the recycling carts for City of Vineland residents.

Adopted:

President of Council

ATTEST:

City Clerk



THE RECYCLING PARTNERSHIP

125 Rowell Court
Falls Church, VA 22046
864.760.8828

RECYCLINGPARTNERSHIP.ORG

Sharon Flaim, Assistant Director of Solid Waste
City of Vineland
640 E. Wood Street
Vineland, NJ 08360

August 29, 2018

Dear Ms. Flaim,

On behalf of The Recycling Partnership funders and staff I would like to congratulate the City of Vineland, NJ on being selected as a 2018 cart grant recipient. As a part of this grant, the City will receive direct financial assistance from The Recycling Partnership in the projected amount of \$136,392. In addition to this grant funding, Vineland will also receive a wide range of technical assistance and in-kind support from The Recycling Partnership as the City works to implement cart-based curbside recycling.

By accepting this grant, The City of Vineland will join a distinguished and growing list of partner cities that have successfully taken advantage of grant funding from The Partnership to improve their public recycling program. Examples of those partner cities include Florence, AL; East Lansing, MI; St. Paul, MN; Santa Fe, NM; Outagamie County, WI; and Columbia, SC, just to name a few. At The Recycling Partnership, we say it takes a team to deliver tons, and the close partnerships that we develop with our grantees are living examples of this collaborative approach. We couldn't be more excited to work with you over the coming months as The City of Vineland makes an important investment in your public recycling system.

In the next several weeks I will be sending you a draft grant contract for review and eventual signature. The contract will have a term that begins this fall and extends for a full year beyond your implementation of cart-based recycling collection. In addition to working with you to finalize the grant contract, I will also work with you to set up a time for a few of our staff members to visit Vineland in order to engage directly with you and other key personnel with the city to work on fine tuning the timeline and milestones for the project.

I will be in touch soon, but please feel free to reach out if you have any questions in the meantime. Thank you very much, and again, congratulations!

Sincerely,

Rob Taylor, Senior Technical Assistance Specialist
The Recycling Partnership
Email: rtaylor@recyclingpartnership.org
Phone: 919-777-3964



125 Rowell Court
Falls Church, VA 22046
864.760.8828
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RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the date executed below by and between The Recycling Partnership, Inc. ("Partnership") and the City of Vineland, NJ ("Grantee"), which are referred to collectively herein as the "Parties."

1. Grant Agreement Documents: The Grant Agreement consists of this document and its attachments, (a) Terms and Conditions (Attachment A), and (b) Grantee's Work Plan (Attachment B), along with The Recycling Partnership's Request for Proposals which is incorporated by reference. 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. The Parties may amend the Grant Agreement as provided in Paragraph 8.

2. Term: The Grant Agreement shall be effective during the Grant Period, which begins on the execution date below and ends on December 31, 2019, unless the Parties agree in writing to extend the Grant Period.

3. Grantee's Duties: Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Grantee's Work Plan as set out in Attachment B.

4. Duties of Partnership and Grantee: The Partnership shall make a cash grant to the Grantee in the amount of \$7.00 per qualifying recycling cart that is distributed to households in the City of Vineland and \$1.00 per household for educational campaign materials. The actual grant amount paid (the "Grant") will be based on the number of carts distributed to residential units in the City of Vineland as determined at the time of cart distributions and as verified by documents provided according to Paragraph 6 hereof. The total grant amount is projected to be \$136,392 (the "Grant"), consisting of \$119,343 in grant amount that shall be dedicated to the funding of recycling carts and \$17,049 in grant amount that shall be dedicated to the funding of supportive recycling education and outreach in the manner specified herein and subject to the conditions set forth in Paragraph 5 hereof. Qualifying carts are defined in Attachment A sections j, k and l. The budget for the cash grant as illustrated below has been developed around the provision of recycling carts and supportive education and outreach to 17,049 households in the City of Vineland, and the total grant amount shall not exceed funding for 17,200 carts and supportive education and outreach to 17,200 households.

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 FIFTY THOUSAND DOLLARS (\$150,000). The amounts set forth below represent the Partnership's intended distribution of the Grant and provision of in-kind resources to the Grantee:

Community	Carts	Education and Outreach	Technical Assistance	Champion Building	Total
City of Vineland, NJ	\$119,343 for 17,049 qualifying recycling carts	\$17,049 plus access to educational campaign materials (valued at \$100,000)	Dedicated support from the Partnership (valued up to \$40,000)	Dedicated support from the Partnership (valued up to \$10,000)	\$136,392 (plus up to \$150,000 in assistance and support)

The City of Vineland will purchase and distribute recycling carts that are 93+ gallon in volume to eligible residents for weekly curbside recycling collection.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan in accordance with the Anticipated Implementation Timeline described in the Grantee’s Work Plan. The Grantee estimates that it will make the following expenditures to complete Grantee’s Work Plan as outlined in Attachment B:

Projected Local Funding (for carts and outreach):	
City of Vineland Funding for Education and Outreach	\$17,049
City of Vineland Funding for Recycling Carts	\$835,401
Total:	\$852,450

Commented [RT1]: These figures come from the grant application that CCIA submitted and can be adjusted to reflect the City of Vineland’s current thinking. If we make changes then the amounts listed here should also match those listed in the “Anticipated Budget” section of Attachment B

5. Distribution Provisions: The Partnership shall distribute Grant funds to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. Excluding the final payment of grant funds, it is anticipated that the Partnership will process reimbursement payments of grant funds for allowable expenditures no more frequently than once per annual quarter (every three months). An allowable expenditure is one associated with work performed or goods or services acquired to complete the Grantee’s Work Plan as outlined in section f and n of Attachment A hereto determined by the Partnership in its sole and absolute discretion. 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 below documenting allowable expenditures. Total distributions from the Partnership will not exceed 90 percent of reimbursable costs until the submittal of a final project report; the remaining TEN (10) percent of reimbursable expenses shall be paid upon final report submittal. The Partnership shall make distributions by check or direct deposit and payable to the order of:

City of Vineland, New Jersey
 Insert Payment Address Details Here

If seeking payment via direct deposit, insert ACH Information Below

Financial Institution:

Bank Name and Contact: Ocean First Bank, Lana Latella 1-888-623-2633

Routing Number: 231270353

Account Number: 552006002222

Type of Account: General Operating Acct. - Checking

6. Invoices: As described in the section of Attachment A captioned "Reporting," the Grantee shall submit reimbursement requests to the Partnership, which shall include copies of invoices of allowable expenditures for which the Grantee is seeking reimbursement for the applicable quarter. The Grantee's final invoices must be received by the Partnership with the Grantee's Final Report, as described in the "Reporting" section of Attachment A. With respect to all invoices submitted to the Partnership, the Grantee shall provide reasonable and appropriate evidence for the Partnership to determine the actual number of recycling carts distributed to households within the City of Vineland, the actual amounts paid by Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment by the Grantee for all allowable expenditures submitted. 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 presentation of herein described invoices and documentation, the City of Vineland will then be eligible for reimbursement of up to 90 percent of the amount of grant funds to be provided by The Recycling Partnership for allowable expenditures and with the final 10 percent becoming available as detailed in Paragraph 5 above.

7. Grant Contacts: Programmatic contacts are set forth below.

Partnership Chief Executive Officer:	Partnership Project Manager:	Grantee Key Personnel:
Keefe Harrison Telephone: (650) 712-1703 Email: kharrison@recyclingpartnership.org	Rob Taylor Telephone: (919) 677-3964 Email: rtaylor@recyclingpartnership.org	Mark Guglielmi Telephone: (856) 794-4000 x4083 Email: mguglielmi@vinelandcity.org Sharon Flaim Telephone: (856) 794-4000 x 4085 Email: sflaim@vinelandcity.org

8. Changes and Amendments: Any change to this Grant Agreement that increases or decreases the amount distributable to the Grantee is not effective until approved in writing by the Chief Executive Officer of the Partnership. The Grant Agreement may be amended or modified in writing signed by the Parties.

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

10. Subject-to-Appropriations: All expenditures and other performance by the Grantee under this Grant

Agreement are subject to appropriations by the city council, board of commissioners or board of trustees of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent that the City of Vineland appropriates sufficient funds for the Grantee to perform its obligations hereunder.

City of Vineland, NJ

The Recycling Partnership, Inc.

By _____

By _____

Mark Guglielmi, CPWM
Director of PW/Solid Waste

Keefe Harrison,
Chief Executive Officer

Signed by the City of Vineland on this date:

Signed by The Recycling Partnership on this date:

Attachment A: Terms and Conditions

a. **Termination:** Either Party may terminate the Grant Agreement in writing with 30 days' notice to the other Party. In the event the Grant Agreement is terminated by the Partnership, the Grantee will receive a distribution from the Partnership equal to the total amount of grant funds owed for actual allowable expenditures obligated or entered in to in good faith and within keeping of other terms and conditions of this agreement that were incurred by Grantee prior to notice of termination and within 30 days of the Grantee's submission of invoices in accordance with Paragraphs 5 and 6 of the Grant Agreement.

b. **Termination for Cause:** If the Grantee fails to substantially fulfill in a timely and proper manner its obligations under this Grant Agreement, the Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee 30 days to mitigate any specified reasons. If the Grantee fails to mitigate the specified reasons, 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 case, the Grantee is entitled to receive a distribution from the Partnership equal to the total amount of actual allowable expenditures incurred prior to termination as set forth in Paragraph (a.) above.

c. **Recycled Paper:** The Partnership encourages the Grantee to seek that all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal 30 percent post-consumer recycled content, only if cost effective.

d. **Lobbying:** The Grantee shall not use or appropriate any funds received from the Partnership 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 Grantee's Work Plan and strive to make sufficient progress toward fulfilling such timeline and objectives.

Costs and Extensions

f. **Final Grant Amount:** The Grantee agrees that at least one cart will be delivered to each household eligible for curbside recycling service within City of Vineland's jurisdiction. The Partnership agrees to pay the Grantee \$7.00 per qualifying recycling cart that is distributed to households in the City of Vineland and \$1.00 per household for educational campaign materials assuming that grantee satisfies the associated reporting requirements outlined in Paragraphs 5 and 6 of The Recycling Partnership Grant Agreement. As stipulated in Paragraph 4 of The Recycling Partnership Grant Agreement, the amount paid to Grantee may vary based on the actual number of carts distributed, not to exceed 17,200 carts, and the associated education and supportive education and outreach materials and services as outlined in paragraph n of this Attachment. The Partnership will not reimburse the Grantee for extra carts purchased for inventory. The Partnership will not reimburse the Grantee for more than one

cart per household unit. The Partnership will not reimburse the Grantee for education for more than the total number of household units identified as eligible for curbside collection service as determined by the number of carts distributed.

g. Retroactive Costs: Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Executive Officer of the Partnership.

h. Travel Expenses: Grant funds from the Partnership may not be used for travel expenses without prior written approval from the Chief Executive Officer of the Partnership.

i. Extensions: No-cost time extensions are possible, but not guaranteed by the Partnership. If the Grantee seeks a no-cost time extension, the Grantee shall submit a written request for extension to the Chief Executive Officer of the Partnership at least SIXTY (60) days prior to the end of the Grant Period.

Cart Grant Requirements

j. Collection Frequency: Communities 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 cart is required.
- Every other week collection: 93+ gallon cart size is required.

k. Cart Distribution: One cart for recycling collection must be distributed to each household eligible for curbside recycling service within City of Vineland's jurisdiction 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.

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

Working with the Partnership

m. 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.

n. Educational Best Practices: 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/hanger informing them that carts are coming; 2) a kit of information delivered

with the cart, which includes an acceptable materials magnet/sticker, an introductory card, service calendar, etc.; and 3) use of oops/congrats tags to reinforce correct recycling behavior after carts are delivered. The Partnership requires that grant funds be used toward the procurement of these key 3 items, at a minimum. To support an effective campaign, the Partnership encourages the Grantee to select at least TWO (2) additional awareness communication components, such as billboards, digital ads, festival/event kit, truck signage, etc. Finally, the Partnership requires that the Grantee update its websites to communicate the basics of the cart roll out to its citizens and community.

o. **Material Collection:** The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its MRF, hauler (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.

p. **Press Events:** The Grantee agrees to participate in local press events related to the Partnership, which may include, but is not limited to, press releases, interviews, ribbon cutting ceremonies, etc. The Partnership agrees to give reasonable notice to the Grantee Key Personnel regarding any such press events.

q. **Graphic Design Edits:** The Partnership will work closely with the Grantee to customize educational material to fit the needs of the campaign in accordance with the timeline established by the Parties. The Grantee must give at least one week's notice for any edits or changes to educational materials that are to be conducted by the Partnership. If the Grantee chooses to utilize a third-party service provider for the design of education and outreach materials instead of working directly with the Partnership, then the Partnership agrees to cooperate with the third-party service provider by providing access to partnership tools, artwork and images for use by the third-party provider in service of the Grantee however the Partnership will not provide customized design work on behalf of the third-party service provider.

r. **Logo Usage:** The Partnership requires that the Grantee use the Partnership logo and that the phrase "Funded in part by" be included on all education materials associated with the Grant project that are developed using the Partnership templates or that are to be supported by Partnership grant funding. Prior to finalization, the Partnership requests proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of the Partnership. Upon presentation of materials for review, the Partnership agrees to review proofs and provide feedback within one week (five business days), or to forfeit the right to require the use of the Partnership logo and associated "Funded in part by" phrasing.

Reporting

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

including:

- The Grantee shall deliver to the Partnership quarterly progress reports through the end of the Grant Term as defined in Paragraph 2 of The Recycling Partnership Grant Agreement or for the period of time extending one calendar year beyond the date of the implementation of recycling with carts funded by the Recycling Partnership, whichever is later.
- The Grantee shall provide monthly tonnage data for at least TWELVE (12) months after all carts are distributed. [REDACTED]
- The Grantee shall submit a draft final report to the Partnership at least 30 days prior to the end of the Grant Period for review. The Partnership will provide feedback to the Grantee about the final report including necessary changes and points of clarification within two weeks of receipt of the draft report, and a complete final report is required to be submitted within 60 days of the end of the Grant Period. [REDACTED]
- The Partnership seeks to capture data that supports the Partnership's model of carts, education and outreach, and technical assistance in driving increased recovery rates. Therefore, with cart delivery tentatively scheduled for January 1, 2019, reporting will continue through the period ending December 31, 2019. It is understood by both parties that these dates may change according to when cart-based curbside recycling is initiated, and that the goal is to capture one full year of data following the launch of a cart based curbside recycling system. [REDACTED]
- All reports shall be submitted electronically to the Partnership via a reporting system established by the Partnership. [REDACTED]
- A copy of any invoices for which the Grantee seeks reimbursement from the Partnership should be attached to the quarterly report, which shall satisfy the requirements of Section 6 of the Grant Agreement. All invoices should be accompanied by associated proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.
- Final 10 Percent of Funds: The final 10 percent of grant funds will be held until Grantee has submitted its final project report; the remaining 10 percent of reimbursable expenses shall be paid upon final report submittal.

Attachment B: Grantee's Work Plan

Grantee Contact Information:

Name, Title	Email Address	Telephone	Mailing Address
Sharon Flaim, Assistant Director of Recycling and Solid Waste Management	sflaim@vinelandcity.org	(856) 794-4000 x 4085	City of Vineland 640 E. Wood Street Vineland, NJ 08360

Project Description:

The City of Vineland will distribute qualifying recycling carts to every household unit eligible for curbside recycling service within City of Vineland's jurisdiction for single stream, weekly (once per week) collection.

Measurement Plan:

A baseline will be developed to monitor progress during the Grant Period. The baseline will be developed using monthly curbside waste and recycling tonnage data for the year prior to the implementation of cart-based curbside recycling. The Grantee commits to providing the Partnership with pre-cart-based curbside recycling set out rate data and monthly tonnage data for municipal solid waste, recyclables, and yard trimmings / organics (if applicable). Measurement data will be provided to the Partnership until at least twelve (12) months after cart roll out is complete. The Grantee will also work with the Partnership to evaluate contamination and participation rates of recovered materials, as resources allow.

Public Outreach Plan:

The Grantee will work closely with the Partnership to develop and implement an effective education and outreach campaign utilizing the approach outlined in paragraph n of Attachment A. Technical support will be provided by the Partnership as set out in the Grant Agreement. The Grantee will partner closely with the Partnership to maximize the educational efforts and materials developed during this campaign.

Anticipated Implementation Timeline:

The cart distribution timeline will be developed and agreed upon with Partnership staff. The goal is for the last cart to be delivered by December 15, 2018 and for cart-based curbside recycling collection to begin on January 1, 2019. If unanticipated delays in this schedule occur, then the Partnership and the Grantee agree to revisit the cart distribution timeline and the grant agreement end date as stipulated in Paragraph 2 of The Recycling Partnership Grant Agreement.

Anticipated Budget:

The following anticipated budget represents the Grantee’s current estimation of its expenditures to implement Grantee’s Work Plan. It is understood that actual expenses may vary depending on a variety of factors including the final number of carts distributed. Any expenditures to be made by the Grantee are subject to the requirements provided in paragraph 10 of The Recycling Partnership Grant Agreement. As stipulated in paragraph 4 of The Recycling Partnership Grant Agreement, the actual amount of grant funds to be paid to Grantee may vary based on the actual number of carts distributed, not to exceed 17,200 carts, and the associated education and supportive education and outreach materials and services as outlined in paragraph n of Attachment A. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.

Projected Budget Based on 17,049 Units Delivered (actual amount to be determined at time of distribution)

	Local Funding	Recycling Partnership Funding	Total
RFID recycling carts/delivery	\$835,401	\$119,343	\$954,744
Education outreach	\$17,049	\$17,049	\$34,098
TOTAL	\$852,450	\$136,392	\$988,842

Commented [RT2]: Local Funding amounts can be adjusted to reflect the best understanding of the project budget. The figures here should match those listed in Paragraph 4 of the Grant Agreement.