

**GRANT AGREEMENT
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)**

AND THE CITY OF SOMERVILLE (“Grantee”)

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the City of Somerville a Sustainable Materials Recovery Program Grant for Mattress Recycling (“Grant”). This Grant will provide Grantee with recycling services for residentially generated mattresses (“Services”). MassDEP will compensate the Vendor directly for the recycling of acceptable mattresses. The value of this grant will depend on the quantity of residentially generated mattresses that Grantee collects during the term of this Grant Agreement. Grantee shall comply with the specific terms and conditions described below in the performance of the Grant.

Duration of the Grant: This grant expires on October 31, 2022. Invoicing and Reporting deadlines are described below.

RESPONSIBILITIES OF THE GRANTEE

1. **Authority:** The Signatory of this Grant Agreement is authorized by the governing body of the Grantee to enter into this Grant Agreement on behalf of the Grantee and accept and utilize this Grant.
2. **Commonwealth Terms and Conditions:** The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee’s executed Master Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities as identified in the Grant Agreement, then, at the election of MassDEP, (a) the Grantee may be deemed ineligible to participate for what time remains of the grant period; and/or (b) title to all grant materials purchased with these grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years; and/or (d) the Grantee shall repay the grant funds to MassDEP within 90 days. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. Grantee’s decision to discontinue the mattress recycling program will not be considered grounds for exercising options (c) or (d) above, provided all other terms of this Agreement are met.
4. **Recycling in Practice:** The Grantee has established paper, bottle, and can recycling in all municipal buildings offices and meeting spaces, including schools. The Grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. **Notification of Buy Recycled Policy:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice is sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing Officer and highlights specific opportunities to buy recycled products, the benefits of buying recycled and encourages the purchase of these products. The Grantee shall continue to send annual notification during the term of the grant.
6. **Use of Grant Funds:**
 - a. Grantee will receive MassDEP-funded services for mattress recycling from an assigned vendor from statewide contract FAC90 until October 31, 2022.
 - b. Mattresses include both box springs and mattresses but do NOT include futons, frames, mattress toppers, mattress pads, pillows, or air mattresses.
 - c. Grantee will ensure that only mattresses from the municipality’s residents will be collected through the grant.

- d. Residential mattresses collected by private mattress retailers or those collected from residents by private subscription haulers shall NOT be included in the collection.

7. Grant Conditions:

- a. The Grantee's mattress recycling program must be operational by November 1, 2021. If this is not possible, the Grantee will propose a later date to be approved by MassDEP.
- b. The Grantee will contract for the curbside collection of residential mattresses. The Grantee will be responsible for all costs associated with the curbside collection. Grantee will ensure that acceptable mattresses are collected for recycling (i.e., clean, dry, and scheduled for recycling pick-up). Recyclable mattresses should not be collected curbside for disposal through any municipal program.
- c. Grantee retains all responsibility for all risks associated with handling mattresses for recycling under this grant.
- d. Grantee shall sign and retain a copy of a bill of lading (BOL) that includes the mattress piece count for each load collected by the Vendor and provide a copy of the BOL to the Vendor at the time of each haul. BOLs will be submitted to MassDEP upon request.
- e. Grantee shall adhere to all acceptance and storage criteria for mattresses, as specified by MassDEP and the Vendor. Grantee shall not send for recycling:
 - i. Excessively torn, punctured, soiled or moldy items;
 - ii. Twisted or crushed mattresses or broken box springs;
 - iii. Wet or frozen mattresses or box springs;
 - iv. Mattresses or box springs infested with bed bugs or other pests;
 - v. Futon mattresses, fold-out sofa beds;
 - vi. Mattress pads or toppers; or
 - vii. Infant sleeping pads; air or water beds; any other furniture or textiles.
- f. Grantee shall be responsible for the disposal of any mattresses that do not meet the recycling acceptance criteria and the cost of that disposal. The Vendor will alert the municipality and MassDEP in writing, with photo documentation, when an unacceptable item is received at their facility; after the first instance the Vendor may assess the municipality an additional \$15 fee for each unacceptable item. MassDEP reserves the right to revoke the Grant after repeated failures to meet acceptance criteria.

8. Reporting: The Grantee shall file an annual Recycling and Solid Waste survey by February 15th, via ReTRAC for calendar years 2023 and 2024, documenting the annual mattress tonnage collected. Failure to comply with these reporting requirements may jeopardize future grant awards.

9. Publicity and Outreach:


- a. All outreach materials and publicity tools (i.e., press releases, media advisories, education materials, etc.) issued by the Grantee in conjunction with or as a result of this grant shall include the following language: "This project is funded in part by a grant from the MassDEP".
- b. The Grantee should be prepared to provide a public presentation on the results or findings of the Grant at the request of MassDEP.

10. Environmental Compliance: The Grantee understands receipt of a Grant from MassDEP does not in any way imply that the Grantee is in compliance with applicable environmental regulations. This Grant Agreement shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Grantee's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.


11. Addendums: Should MassDEP award additional grant funds, an addendum to the Grant Agreement shall be provided to the Grantee. The same terms and conditions apply to the addendum.

IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Grant Agreement.

COMMONWEALTH OF MASSACHUSETTS

By:  9/24/2021
John Fischer, Deputy Division Director, Solid Waste (Date)
Department of Environmental Protection

CITY OF SOMERVILLE

By:  9/13/2021
(Signature) (Date)
Joseph A. Curtatone Mayor
(Print Name) (Title)