

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 the City of Milwaukee (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, The Partnership is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended (“Code”), as an organization described in Section 501(c)(3) of the Code and is classified as a public charity described in Section 170(b)(1)(A)(vi) of the Code;

WHEREAS, the purposes of The Partnership include furthering charitable and educational purposes within the meaning of Section 501(c)(3) of the Code by engaging in activities related to increasing recycling;

WHEREAS, the Grantee jointly owns the City of Milwaukee and Waukesha County Joint MRF, sorting residential recyclables;

WHEREAS, the Grantee desires to purchase equipment to increase the collection, recycling and circularity of used aluminum beverage containers (“UBCs”), and to permit the Grantee to increase the scale of collection and delivery of UBCs to an end market (hereafter, “Purchase”);

WHEREAS, the Parties have determined the Purchase will result in increases in the collection, recycling and circularity of UBCs and allow the Grantee to increase the scale of collection and delivery of UBCs to an end market;

WHEREAS, The Partnership has determined the Purchase will increase UBC recycling and provide environmental benefits and thereby further charitable purposes within the meaning of Section 501(c)(3) of the Code;

WHEREAS, The Partnership desires to further its charitable purposes by granting funds to the Grantee to facilitate the Purchase; and

WHEREAS, the Grantee is willing to accept grant funds from The Partnership under the terms and conditions of this Grant Agreement, including, but not limited to, sharing recycling data and other information related to the equipment that is the subject of the Purchase with The Partnership and others as the Parties shall reasonably agree and recognizing the provision of grant funds by The Partnership and/or donors to Can Manufacturers Institute in such manner and under such terms as the Parties shall reasonably agree.

THEREFORE, in consideration of the mutual promises and covenants contained in this Grant Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant Agreement Documents; Entire Agreement: This Grant Agreement consists of this document and Attachment A hereto captioned Terms and Conditions. This Grant Agreement comprises the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written, relating thereto.

2. Term: This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends sixty (60) months from the Effective Date, unless the Parties agree to extend the Grant Period by amending this Grant Agreement as provided in Paragraph 7.

3. Duties of The Partnership and Grantee: Subject to the Grantee satisfying the terms and conditions of this Grant Agreement, The Partnership shall make cash grants to the Grantee in an amount not to exceed SIXTY-FIVE THOUSAND DOLLARS (\$65,000) to support the Purchase (“Cash Grants”).

In exchange for the Cash Grants, the Grantee will (i) take reasonable and appropriate steps to promptly complete the Purchase under the terms and conditions set forth in Attachment A, (ii) commit reasonable and appropriate employee time and resources to comply with the terms and conditions of this Grant Agreement, (iii) provide such recycling data and other information to The Partnership as set out in this Grant Agreement and as the Parties shall reasonably agree, and (iv) provide such recognition to The Partnership and/or donors to The Partnership’s Aluminum Beverage Can Capture Regional Recycling Grant Program in such manner and under such terms as the Parties shall reasonably agree.

4. 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 for the Purchase. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Purchase 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 one or more invoices prepared as described in Paragraph 5 hereof documenting allowable expenditures. Initial Cash Grants from The Partnership will not exceed ninety-five percent (95%) of the Cash Grants amount and the remaining amount of reimbursable expenditures, if any, but not more than five percent (5%) of the total Cash Grants amount shall be paid upon submittal of a satisfactory First Year Project Report as described in section i, Reporting and Additional Post-Award Requirements, of Attachment A. 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.

5. Invoices: As described in section j, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices or documents for allowable expenditures or summarizing achievement milestones for

which the Grantee is seeking reimbursement. With respect to all invoices or documents submitted to The Partnership, the Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment or achievement of milestones by the Grantee for all allowable expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid or milestones achieved by the Grantee in a table or spreadsheet outlining the expense, activity, vendor, and the purpose of the expense or activity. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety-five percent (95%) of the amount of the Cash Grants to be provided by The Partnership for allowable expenditures and with the remaining amount of reimbursable expenditures, if any, but not more than five percent (5%) of the total Cash Grants amount available for distribution as detailed in Paragraph 4 above.

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

Partnership Chief Community Strategy Officer:	Partnership Director of MRF Advancement:	Grantee Contact:
Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Rich Simon Telephone: (614) 506-4813 Email: rsimon@recyclingpartnership.org	Rick Meyers Telephone: (414) 286-2332 Email: rmeyer@milwaukee.gov

7. Changes and Amendments: Any change to this Grant Agreement that increases or decreases the amount of the Cash Grants is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership. This Grant Agreement may be amended in a writing signed by the Parties.

8. Assignment, Successors and Assigns: Neither Party may transfer, delegate or assign this Grant Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. Any assignment in violation of this Paragraph 8 will be void. Subject to the restrictions on assignability herein, the terms and conditions of this Grant Agreement will inure to the benefit and will be binding upon the Grantee and The Partnership and their respective permitted successors and assigns.

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

[signature page follows]

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

THE RECYCLING PARTNERSHIP, INC.

By: _____

Cody Marshall
Chief Community Strategy Officer

DATE: _____

CITY OF MILWAUKEE

By: _____

Rick Meyers
Sanitation Services Manager

DATE: _____

ATTACHMENT A

TERMS AND CONDITIONS

- a. **Termination:** Either Party may terminate the 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 the 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 case, the Grantee may retain such amount of the Cash Grants distributed by The Partnership equal to the total amount of actual allowable expenditures incurred prior to the effective date of the termination 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 Chief Community Strategy Officer, Cody Marshall, at cmarshall@recyclingpartnership.org with a copy to The Partnership's Director of MRF Advancement, Rich Simon, at rsimon@recyclingpartnership.org.

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, Rick Meyers, at rmeyer@milwaukee.gov.

- c. **Lobbying and Political Activity:** The Grantee shall not use or appropriate any Cash Grant to (i) carry on propaganda or otherwise attempt to influence legislation or (ii) participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- d. **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 Chief Community Strategy Officer of The Partnership at least sixty (60) days prior to the due date of an obligation.
- e. **Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.
- f. **Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.
- g. **Press Events and Educational Materials:** The Grantee agrees to participate in press events related to the provision of grant funds by The Partnership for the Purchase and/or the use of the equipment that is the subject of the Purchase, which may include, but are not limited to, press releases, interviews, ribbon cutting ceremonies, etc. and the foregoing may include, as the Parties shall reasonably agree, one or more donors to The Partnership's Aluminum Beverage Can Capture Regional Recycling Grant Program. The Grantee further agrees to permit, as the Parties

shall reasonably agree, the use of the names and/or logos of the Grantee, The Partnership and/or one or more donors to the Aluminum Beverage Can Capture Regional Recycling Grant Program on one or more educational materials related to the equipment that is the subject of the Purchase. The Partnership agrees to give reasonable notice to the Grantee's Grant Contact regarding any such press events and educational materials.

- h. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the 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 the Grant Agreement 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 the Grant Agreement 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.
- i. Reporting and Additional Post-Award Requirements:** The Grantee shall comply with reporting, equipment usage, and other requirements, including:

 - i. Maintaining the primary use of the equipment that is the subject of the Purchase for the acceptance, sortation and marketing of UBCs for a minimum of three (3) years following the installation of such equipment;
 - ii. Submitting a First Year Project Report twelve (12) months following the initial operation of the equipment that is the subject of the Purchase, which shall include total tons captured and shipped and such other information as The Partnership shall reasonably request;
 - iii. Submitting semi-annual reports for three (3) years following the initial operation of the equipment that is the subject of the Purchase, which shall include (i) capture data (tons shipped), (ii) UBC prevalence analysis and composition data of UBC as a percentage of the overall stream, (iii) reporting on end market of UBC material produced, and (iv) such other information as The Partnership shall reasonably request; and
 - iv. Submitting to interviews and providing audit and other information regarding the installation and operation of the equipment that is the subject of the Purchase as the Parties shall reasonably agree.

The Grantee shall submit to The Partnership for review a draft Final Project 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 feedback to the Grantee about the draft Final Project Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.

j. Reimbursement: Cash Grants will be distributed by The Partnership as follows:

- i. Thirty-two percent (32%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been ordered.
- ii. Thirty-two percent (32%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been shipped from the equipment supplier.
- iii. Thirty-one percent (31%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been installed and is operable.
- iv. The remaining amount of reimbursable expenditures, if any, but not more than five percent (5%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership determining in its sole discretion that the Grantee has submitted a satisfactory First Year Project Report as described in section i, Reporting and Additional Post-Award Requirements and completed all other grant-related activities as of the date the Grantee submits such Report.

Notwithstanding anything herein to the contrary,

- v. The Partnership may withhold making one or more Cash Grants if the Grantee does not meet its reporting obligations or additional post-award requirements as set out in section i, Reporting and Additional Post-Award Requirements; and
- vi. In the event the Grantee breaches section i.i by not maintaining the primary use of the equipment that is the subject of the Purchase for the acceptance, sortation and marketing of UBCs, as determined by The Partnership in its sole discretion, the Grantee acknowledges and agrees that The Partnership shall be entitled to recover from the Grantee fifteen percent (15%) of the total Cash Grants amount, as well as all reasonable attorneys' fees and costs incurred by The Partnership in a successful proceeding to enforce this paragraph. Before bringing a proceeding alleging breach of section i.i, The Partnership must provide written notice to the Grantee of its belief that such breach occurred within thirty (30) days of The Partnership's knowledge of the existence of the conditions giving rise to such belief, and the notice shall describe the conditions believed to constitute a breach. The Grantee shall have thirty (30) days to respond to such notice and, if practicable, to remedy such conditions.

The amounts set forth in the tables below represent The Partnership's intended total distribution of Cash Grants to the Grantee:

Grant Element	Description	Grant Amount
Sorting Equipment and Technology	Grant funding to support the purchase and installation of qualifying sorting equipment by the Grantee for Used Aluminum Beverage Can recovery.	\$65,000
Total		\$65,000

Expenditure / Achievement Milestone	Grant Distribution Percentage	Grant Distribution Amount
Equipment Ordered	32%	\$20,800
Equipment Shipped	32%	\$20,800
Equipment Installed and Operable	31%	\$20,150
First Year Project Report	5%	\$3,250
TOTAL:	100%	\$65,000