

**GRANT AGREEMENT
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION (MassDEP)
AND THE SOUTH SHORE RECYCLING COOPERATIVE (SSRC) (“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 **South Shore Recycling Cooperative (SSRC)** (“Grantee”) a Sustainable Materials Recovery Program Grant for the South Shore Regional Year-Round Household Hazardous Waste (HHW) Depot (SSRC HHW Depot) (“Facility”) valued at up to \$250,000 (“Grant”). The **South Shore Recycling Cooperative** shall comply with the specific terms and conditions described below in the performance of the Grant.

Duration of the Grant: The term of this grant shall expire March 11, 2026.

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 identified in this Grant Agreement, then, at the election of MassDEP, (a) the Grantee shall repay the grant funds to MassDEP within 90 days; 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. 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. The Grantee shall follow the instructions of MassDEP regarding possession of the grant materials. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. Use of Grant Funds: The Scope of Work prepared by the Grantee and approved by MassDEP is attached hereto and hereby is a part of this Grant Agreement. The Grantee shall comply with all of its terms and conditions.

5. Recycling in Practice: The Grantee has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, excluding schools, in SSRC municipalities served by this grant. The Grantee shall continue such paper, bottle and can recycling during the term of the Grant.
6. Buying Recycled Products: The Grantee and SSRC municipalities served by this grant have established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy.
7. Invoicing: All grant funds are disbursed on a reimbursement basis. The Grantee shall submit requests for reimbursement to MassDEP for approved expenditures not more than monthly and not less than quarterly. Invoices must be submitted by July 31st for expenditures made in the prior fiscal year ending June 30th. Requests for reimbursement shall be accompanied by supporting documentation when appropriate, i.e., proof of purchase in the form of an invoice which lists the vendor name and address, items or services purchased, or subcontractor costs. Reimbursements are contingent on successful completion of tasks. Documentation demonstrating the Grantee's matching obligation has been met, as outlined in the Scope of Work, must also be submitted. * Final request for reimbursement must be received no later than July 31, 2026, unless otherwise approved by MassDEP.
8. Reporting: Grantee shall communicate on a regular basis with the MassDEP project manager, Gail Garron, gail.garron@mass.gov, 781-366-9297, to keep her apprised of the work performed pursuant to the Grant. At the conclusion of the project, and no later than July 31, 2026, Grantee shall submit a final report to MassDEP that describes the work and deliverables completed, challenges and lessons learned, and recommendations on next steps, if appropriate. In addition, Grantee (SSRC municipalities served by this grant) will file an annual Recycling and Solid Waste survey by February 15th, via Re-TRAC, for the duration of this grant. Failure to comply with this reporting requirement may jeopardize future grant awards.
9. Publicity and Outreach:
 - a. All outreach materials and publicity tools (e.g., press releases, media advisories, 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 Massachusetts Department of Environmental Protection". Printed outreach materials shall be printed double-sided on 30% recycled paper.
 - b. MassDEP shall retain the right to utilize and disseminate all printed outreach materials and publicity tools and artwork produced by the Grantee or the Grantee's contractor as a result of this Grant. The Grantee shall provide MassDEP with copies of all outreach materials and publicity tools developed (in an editable electronic format).
 - c. 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) is 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 any addendum.

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

COMMONWEALTH OF MASSACHUSETTS

By: John Fischer

John Fischer
Deputy Division Director, Solid Waste
Department of Environmental Protection

3/15/2024

(Date)

South Shore Recycling Cooperative

By: Claire L. Galkowski

Claire L. Galkowski
Executive Director
South Shore Recycling Cooperative

3/14/2024

(Date)

Claire L. Galkowski

(Print Name)

**Massachusetts Department of Environmental Protection
Sustainable Materials Recovery Program Grant
Scope of Work for South Shore Recycling Cooperative (SSRC)
Regional Household Hazardous Waste (HHW) Facility
March 2024**

South Shore Regional Cooperative (SSRC) (“Grantee”) submitted a Sustainable Materials Recovery Program Municipal Grant Application to the Massachusetts Department of Environmental Protection (MassDEP) on June 14, 2023, requesting funds to assist in the planning and construction of a South Shore Regional Year-Round Household Hazardous Waste (HHW) Depot (“Facility”). MassDEP has awarded the Grantee a contract for up to \$250,000 for their proposal, the planning and site construction, as described in the Grantee’s Application and set forth in the scope of work and deliverables below. All work on this project shall be complete by March 11, 2026, unless otherwise approved, in writing, by MassDEP.

The SSRC and its participating Member Municipalities (MMs) will provide matching and in-kind funds of up to \$65,000 for the project’s planning, construction, outreach and initial operations.

In order to cover the full projected cost of this project, estimated at \$500,000, the SSRC is requesting an additional \$200,000 through the Community Compact Cabinet (CCC) Efficiency and Regionalization (E&R) Grant in partnership with the Metropolitan Area Planning Council (MAPC). The SSRC has also applied for a technical assistance Program (TAP) Grant from MAPC through the Town of Rockland.

This Scope reflects the entire project proposal. Items specific to MAPC and the E&R Grant are **highlighted in yellow**.

I. PROJECT SUMMARY AND JUSTIFICATION

The project goal is to create a household and small business hazardous waste collection and disposal facility that is accessible, convenient, secure and sustainable. The Facility will address household and small business hazardous waste to residents of 12-13 participating MMs of the SSRC.

All eighteen of our MMs participate in our current reciprocal HHW program. This requires that they all host or co-host at least one HHW event per year which is open to all other MMs. Each year our MMs hold 10-12 Saturday events in the spring and fall. About 40% of attendees go to events outside their own town.

Scheduling events has become increasingly difficult, as demand for service statewide outstrips supply. The SSRC needs to book well over a year in advance to get desirable dates.

Costs for labor and transportation are rising faster than municipal budgets.

In addition, residents have no practical options for properly disposing of hazardous waste in summer and winter. This is a problem for people who sell their homes during those seasons.

The Facility would relieve these problems:

- It would be less labor intense for a service provider than pop-up collections.
- Regular scheduling would provide predictability for residents and the service provider.
- With enough storage to enable collected materials to be stored, a service provider could pick up at their convenience.
- Paying by the drum, with partial drums stored until the following event, is more cost effective.

- A covered off-load area and heated/cooled trailer would enable collections in summer and winter and make rainy day events more manageable.
- The five MMs that continue to host pop-up events, coupled with the Facility, would enable collections to be scheduled monthly throughout the year, ideally on the same weekend each month. The Facility would be open at least nine times/year to residents and small businesses of all MMs.

The project will construct a permanent HHW Depot using mobile structures at the Hanover Transfer Station.

The impacted population is 225,000 residents across 13 SSRC Munis. The amount awarded is \$250,000. Grantee was also awarded a Technical Assistance grant of 80 hours.

Firefighters suffer the consequences of occupational hazards due to chemical exposure that increases the probability of illness leading to early death as compared to other occupations (CDC, 2016). Other first responders are subject to exposures in fire, flood, or other emergencies. A project objective is to clean out residences and small businesses of the toxic waste stream, reducing the threats to fire, police, DPW and other first responders, and water resources.

II. OVERVIEW OF GRANTEE RESPONSIBILITIES

The Grantee will meet the following conditions in pursuit of the construction of the Facility:

1. Secure a suitable site. The Town of Hanover intends to host the Facility at its Transfer Station, contingent on minimizing potential trespass of non-residents into the disposal area, a satisfactory traffic plan, and final Select Board approval. Initial review by MassDEP's Southeast Regional Office (SERO) did not reveal any fatal flaws.
2. Draft and execute an Intermunicipal Agreement (IMA) between the SSRC and the Town of Hanover (MAPC, based on Minuteman Household Hazardous Products Regional Facility (HHWPF)).
3. Draft and execute an Intermunicipal Agreement among all participating towns and the SSRC (MAPC, based on Minuteman HHWPF).
4. Collect matching funds and deposit in a dedicated account held by the SSRC.
5. Sign contract with design consultant, Special Waste Associates (SWA).
6. Develop and release a Request for Proposals (RFP) (SWA/MAPC) and hire an environmental engineering firm.
7. Conduct site assessment, apply for and secure permits (engineering firm), and conceptual design (design consultant).
8. Request final approval of Hanover Select Board for construction and operation at site.
9. Develop and issue RFPs for site work and construction components. Award contracts (MAPC/SSRC Board).
10. Grantee shall provide at least 150 hours of in-kind staff time towards the project.
11. Grantee shall expend grant monies for items identified in the budget below, unless Grantee has received prior written approval from MassDEP for alternate uses.
12. Grantee shall provide an interim report and a final report on activities and accomplishments as described in the scope of work.

III. SCOPE OF WORK AND DELIVERABLES

Milestones

Task	Completion date
1. Hire a design consultant	Apr. 15, 2024
2. Open a dedicated bank account, collect SSRC Member Muni matching funds	May 15, 2024
3. Develop and sign Intermunicipal Agreement between Town of Hanover and SSRC	June 15, 2024
4. Hire Environmental Engineering firm	Aug. 31, 2024
5. Conduct site feasibility study, develop engineering requirements and site design	Sept. 30, 2024
6. Secure additional funding	Oct. 15, 2024
7. Obtain Hanover Select Board approval	Oct. 15, 2024
8. Develop and sign Intermunicipal Agreement between SSRC and participating MMs	Nov. 30, 2024
9. Obtain permits to construct	Dec. 31, 2024
10. Assemble, release and award quotes/bids for structures, building and site work	MAPC: Apr. 30, 2025
11. Select service provider	July 31, 2025
12. Construct Facility	Sept. 30, 2025

13. Set fees for participating MMs	Sept. 30, 2025
14. Schedule events, staffing, roll-offs. Publicize events	Oct. 31, 2025
15. Train municipal, SSRC Staff	Dec. 15, 2025
16. Open for business	Jan. 15, 2026

Task One: Hire a design consultant

Completion Date: April 15, 2024 (scheduled SSRC Board meeting)

The selected consultant, Special Waste Associates (SWA), is an expert in the field of the design of permanent hazardous waste collection facilities.

Subtasks include: Sign contract with Solid Waste Associates.

Deliverables: Signed contract with SWA that demonstrates responsibilities, tasks and roles.

Task Two: Open dedicated bank account, collect matching funds

Completion date: May 15, 2024

Subtasks include:

1. Open a revolving account (SSRC-DONE).
2. Invoice participating MMs for their share of matching funds.
3. Deposit SSRC and matching funds in account.

Task Three: Develop and sign Intermunicipal Agreement between Town of Hanover and SSRC

Completion date: June 15, 2024

Agreement to include financial and operational responsibilities, equipment ownership and maintenance, liability, and closure details.

Subtasks include:

1. Draft an agreement with assistance from MAPC. Terms will be contingent on Select Board approval and the signing of an IMA with participating MMs. Edit as required by Hanover Town Counsel.
2. Execute the agreement.

Deliverables: Signed IMA between host community Hanover and the SSRC.

Task Four: Hire an Environmental Engineering firm

Completion date: August 31, 2024

An RFP will be issued to hire an engineering firm.

Subtasks include:

1. Draft two scopes of work for environmental engineer work with assistance from SWA and MAPC, to include permitting, site design, traffic flow and security. One scope would result in a contract with MAPC using funds from the E&R grant, the other with SSRC, using funds from the MassDEP SMRP grant.
2. Release IFBs/RFQs for engineering services.
3. Award and sign contracts.

Task Five: Conduct site feasibility study, develop engineering requirements and site design
Completion date: September 30, 2024

To be conducted by the design consultant in conjunction with the selected engineering firm.

Subtasks include:

1. Site visits with engineering firm
2. Ongoing communication

Deliverables: Site plan, equipment and construction requirements, traffic and security plan.

Task Six: Secure additional funding
Completion date: October 15, 2024

Apply for a Community Compact Cabinet Regionalization and Efficiency grant to address additional costs which were identified after the award of the MassDEP grant. Explore other funding options.

Subtasks include:

1. The Metropolitan Area Planning Council has applied for a CCC grant on behalf of the SSRC, and will act as the SSRC's fiscal agent for that funding should the grant be awarded.
2. Contingent upon E&R grant award amount, additional funding sources will be explored to meet the need for facility development.
3. Explore other grant options (MAPC may do this).

Deliverables: Funding sufficient to complete the project

Task Seven: Obtain Hanover Select Board approval
Completion date: October 15, 2024

Present design and preliminary operation plan to Hanover Select Board and request their approval.

Deliverables: Approval by the Hanover Select Board to site the Facility at Hanover Transfer Station.

Task Eight: Develop and sign Intermunicipal Agreement between SSRC and participating MMs
Completion date: November 30, 2024

Agreement to include financial and staffing responsibilities, and liability allocation.

Subtasks include:

1. Draft an agreement based on the Minuteman Household Hazardous Products Regional Facility, with assistance from MAPC.
2. Execute the agreement.

Deliverables: Signed IMA by all participating MMs and the SSRC.

Task Nine: Obtain permits to construct

Completion date: December 31, 2024

To be completed by the selected engineering firm and MassDEP Southeast Regional Office (SERO).

Subtasks include:

1. Apply for all needed permits from MassDEP SERO, and the Town of Hanover if needed.
2. Ongoing communication among engineering firm, Hanover DPW, MassDEP SERO and SSRC.

Deliverables: Permits to construct the Facility.

Task Ten: Assemble, release and award quotes/bids for structures, building and site work

Completion date: April 30, 2025 (MAPC)

Collaborate with consultant and partners to develop specifications, requirements and bid documents for the facilities.

Subtasks include:

1. Create quote sheets for site preparation, electrical connection, equipment container, staff trailer, canopy, fencing and security system. Refer to State Contracts. (MAPC, SSRC, SWA)
2. Develop requests for Bids/Proposals for chemical storage containers specifying cost allocation between SSRC and MAPC.
3. Release RFQs or negotiate with State Contractors.
4. Select the most cost-effective proposals that meet the standards set in the requirements.
5. Award contracts at the SSRC Board meeting following the due date if needed.

Deliverables:

1. Requests for Quotes/Bids/Proposals for all items.
2. Executed final contracts for all specified equipment and services.

Task Eleven: Select service provider

Completion date: July 31, 2025

A hazardous waste disposal service provider will be needed to oversee and manage the collection, sorting and disposal of the material collected, including a chemist and at least 3 technicians at each event.

Subtasks include:

1. Develop requirements for service provider with assistance from design consultant SWA.
2. Issue RFP/IFB and/or refer to State Contracts.
3. Award contract at SSRC Board meeting following bid opening.

Deliverables: Three-year contract with a qualified service provider.

Task Twelve: Construct Facility

Completion date: September 30, 2025

Arrange for and schedule installation of concrete pad, canopy and fence post footings. Install staff trailer, chemical storage containers, supply storage container, canopy, and fencing. Hook up electricity. Install lighting and security cameras. Install fencing and gates. (Engineering firm, Hanover DPW)

Task Thirteen: Set fees for participating MMs

Completion date: September 30, 2025

After the service provider is selected, fixed operation and per-car rates will be set and approved by participating MMs. The billing system will be set up. SSRC will collect and disburse the funds.

Subtasks include:

1. Estimate fixed operation and maintenance costs.
2. Determine cost allocations for participating MMs and non-participating MMs whose residents may use the Facility through the SSRC's Reciprocity Policy.
3. Determine how billing will be conducted.
4. Approve fee structure at the following SSRC Board meeting.

Deliverables: Fee structure for MMs.

Task Fourteen: Schedule events, staffing and roll-offs. Publicize events

Completion date: October 31, 2025

SSRC Director, Hanover DPW and service provider will establish a regular monthly collection schedule for 2026. It will cover the months that non-participating MM events do not take place. SSRC Director will set up online registration, and publicize through the SSRC website, MM websites, a Mailchimp blast to (the currently 2000) subscribers, signage at all SSRC MM facilities (already in place), local "papers", Facebook, and flyers sent to all MM Town Halls, Senior Centers, transfer stations and recycling centers. Outreach and other protocols are already in place for our reciprocal events. SSRC Director will coordinate and schedule staff to cover events, as well as roll-offs for disposal of containers and other debris generated at the events, as is already done for pop-up events.

Subtasks include:

1. Schedule collection events with service provider and Hanover DPW.
2. Set up registration as usual.
3. Conduct outreach as usual.
4. Set up roll off service as usual.
5. Set up staffing as usual.

Deliverables:

1. Registration for 2026 events.
2. Outreach as noted.
3. Disposal and recycling of discards.

Task Fifteen: Train municipal, SSRC Staff

Completion date: December 15, 2025

Two SSRC and one Hanover DPW staff to complete 24-hour HAZWOPER Training. SSRC Director, 2 SSRC staff, Hanover DPW Director and at least one Hanover DPW staff person, and selected service provider will establish protocols for HHW events.

Subtasks include:

1. Sign up for HAZWOPER training.
2. Take the class.
3. Prepare for and conduct on-site meeting to establish collection event protocols with SSRC, Hanover HHW, and service provider.

Deliverables:

1. 24-hour HAZWOPER certification.
2. Standard Operating Procedures for Facility operation and maintenance.

Task Sixteen: Open for business

Completion date: January 15, 2026

Begin accepting HHW from residents of MMs at the South Shore Recycling Cooperative HHW Depot.

IV. USE OF GRANT FUNDS

Grant funds will be expended on the Project as follows, with the assumption that additional grant funds will be secured from the Community Compact Cabinet (CCC) Efficiency and Regionalization (E&R) grant or other source, and the Metropolitan Area Planning Council (MAPC) Technical Assistance Program (TAP) grant will be awarded:

HHW Depot budget proposal					
Expenses Description	DEP SMRP, TA Grants	CCC Grant (requested)	SSRC Match	MAPC TAP Grant (requested)	Total Costs
Personnel/Professional Services (additional staff, consultants, contractors, engineers)					
HHW design consultant	\$9,500				\$9,500
Engineering, permitting	\$30,000	\$60,000			\$90,000
IMA development, procurement, reporting, fiscal agent cost				\$30,000	\$30,000
Reporting, project management, fiscal agent, procurement support		\$20,000			\$20,000
24 hour HAZWOPER, 3 staff OSHA			\$1,200		\$1,200
Hanover DPW Asst. Director time 80 hours			\$8,000		\$8,000
SSRC Exec. Dir. Time 150 hours			\$7,500		\$7,500
Equipment/Capital Improvements					
Site preparation - 1200 sf, 1' thick concrete pad	\$14,000				\$14,000
Chemical storage – 10'x24' and 10'x28' prefabs	\$80,000	\$120,000			\$200,000
Staff trailer w/HVAC	\$18,000				\$18,000
Supply storage sea container 10'x8'	\$4,000				\$4,000
Canopy, 24'wx20'd with installation	\$10,000		\$26,000		\$36,000
Security fence, installation (8'h x 250' @\$94/linear foot, 33 posts, 3 gates)	\$30,000				\$30,000
security cameras, lighting			\$2,000		\$2,000
Porta potty with sink			\$1,200		\$1,200
Electrical	\$30,000				\$30,000
Pallet jack			\$500		\$500
5 carts			\$900		\$900
Supplies (pallets, tables, chairs, eye wash, etc)			\$1,500		\$1,500
Promotion/Outreach					
Signage – 12- 12"x18" signs			\$600		\$600
PR, Mailchimp blast, PR, flyers, newsletter, facebook, etc			\$800		\$800
Contingency	\$24,500		\$14,800		\$39,300
TOTALS	\$250,000	\$200,000	\$65,000	\$30,000	\$545,000

V. Budget/Scope Changes

Grantee must obtain approval, in writing, from MassDEP for any Grantee-proposed changes in the Project Scope after the execution of this contract.

Grantee must obtain approval, in writing, from MassDEP for any reallocation of Project funds among existing or approved new budgeted tasks.