

**RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")  
AND THE City of Somerville ("Municipality")**

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 Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program ("RDP"). The Municipality has earned a payment of \$32,000.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2018 Grant Guidance* and number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and it rewards communities with model recycling and waste reduction programs.

**Duration:** The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

**RESPONSIBILITIES OF THE MUNICIPALITY**

1. Authority: The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. Commonwealth Terms and Conditions: The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality's executed Master Service Agreement.
3. Failure to Comply: If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. Recycling in Practice: The Municipality has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, excluding schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. Buying Recycled Products: The Municipality has 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 during the term of the RDP Contract. **Proof of annual buy recycled policy staff notification is required for all SMRP grant applications.**

6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria* and the 2018 *Grant Guidance* describe in detail the conditions for earning points.

Trash HH Served	Value of Each Point	Minimum Payment	Maximum Payment
1 - 1,999	\$350	\$2,800	\$8,400
2,000 - 4,999	\$600	\$4,800	\$14,400
5,000 - 7,499	\$1,100	\$8,800	\$26,400
7,500 - 9,499	\$1,300	\$10,400	\$31,200
9,500 - 12,499	\$1,800	\$14,400	\$43,200
12,500 - 16,999	\$3,000	\$24,000	\$72,000
17,000 - 24,999	\$3,500	\$28,000	\$84,000
25,000 - 31,999	\$4,000	\$32,000	\$96,000
32,000 - 99,999	\$6,500	\$52,000	\$156,000
100,000 +	\$10,000	\$80,000	\$240,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 13, 2018 and that these programs fully meet the performance standard set forth in the 2018 *Grant Guidance*. *Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality's payment was calculated.
8. **Use of Funds:** RDP Payments shall be expended on Approved Equipment and Activities listed in the 2018 *Grant Guidance* to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project. However, MassDEP may delay future payments if municipality is not expending funds as intended.
9. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.
10. **Reporting:** By February 15<sup>th</sup> of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements will jeopardize future grant awards and RDP payments.
11. **Environmental Compliance:** The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or

any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality'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.

12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:

(Value of each point) x (Total RDP Points)

a. Solid Waste Program	0
b. Organics	0
c. Bulky Items	0
d. Yard Waste	2
e. Mandatory Recycling	3
f. Household Hazardous Waste	2
g. Center for Hard to Recycle Materials	0
h. Comprehensive Hauler Regulation Adopted	0
i. Outreach and Education	1
j. Textile	0
<b>TOTAL RDP POINTS</b>	<b>8</b>

VALUE OF EACH POINT \$4,000

RDP PAYMENT AMOUNT \$32,000

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

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

Greg Cooper, Division Director  
Bureau of Air and Waste  
Department of Environmental Protection

\_\_\_\_\_  
(Date)

City of Somerville  
VC6000192132

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

(Signature and Title)

(Print Name)

\_\_\_\_\_  
(Date)