

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

**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 \$28,000.

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 *2023 Details: Recycling Dividends Program* and number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and 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, including schools. The Municipality shall continue such paper, bottle, and can recycling during the term of the RDP Contract.
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 should be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing or Procurement Officer; and should include specific language encouraging the purchase of recycled products as it supports municipal recycling collection programs, recycling markets, and supports closed loop recycling. The Grantee shall submit the annual notification to MassDEP on or before February 15th during the term of the Grant. Failure to submit by this deadline will result in the loss of an RDP point.

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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. *See Details: Recycling Dividends Program guidance document for additional information on point value.*

RDP Payment Brackets

| # of Households that Receive Trash Service Provided by the Municipality | Point Value Basic Level 1-9 pts. | Point Value Advanced Level ≥ 10 pts. or RDP EJ Populations |
|---|----------------------------------|--|
| 0 - 1,999 | \$245 | \$350 |
| 2,000 - 4,999 | \$420 | \$600 |
| 5,000 - 7,499 | \$770 | \$1,100 |
| 7,500 - 9,499 | \$910 | \$1,300 |
| 9,500 - 12,499 | \$1,260 | \$1,800 |
| 12,500 - 16,999 | \$2,100 | \$3,000 |
| 17,000 - 24,999 | \$2,450 | \$3,500 |
| 25,000 - 31,999 | \$2,800 | \$4,000 |
| 32,000 - 99,999 | \$4,550 | \$6,500 |
| 100,000 + | \$7,000 | \$10,000 |

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place between July 1, 2022 and June 30, 2023 and that these programs fully meet the performance standard set forth in the *2023 Details: Recycling Dividends Program guidance document*.
8. **Use of Funds:** RDP Payments shall be expended on activities and programs listed on the Approved Spending Categories for Recycling Dividends Program and Regional Small Scale Initiative Funds, to enhance the performance of the Municipality’s waste reduction programs. Use of a dedicated account is recommended. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.
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 to ensure compliance with this Contract.
10. **Reporting:** By February 15th 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. Submission of the Annual Notification of Buy Recycled Policy as described in condition 5. above is also required. Failure to comply with these reporting requirements will result in the loss of one RDP point and may 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.

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13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:
(NET RDP POINTS EARNED) x (VALUE OF EACH POINT)

| | |
|--|----------|
| a. Bulky Items | 0 |
| b. Center for Hard to Recycle Materials | 0 |
| c. Curbside Recycling Regulation | 0 |
| d. Diversity, Equity, and Inclusion | 1 |
| e. Household Hazardous Waste | 2 |
| f. Organics | 0 |
| g. Recycling Center Access | 0 |
| h. Reuse Programs | 2 |
| i. Solid Waste Reduction | 0 |
| j. Textile Recovery Initiatives | 0 |
| k. Waste Prevention Outreach and Education | 1 |
| l. Yard Waste | 2 |
| | |
| TOTAL RDP POINTS EARNED | 8 |
| | |
| POINT DEDUCTED DUE TO LATE SUBMISSION | -1 |
| | |
| NET RDP POINTS EARNED | 7 |
| | |
| VALUE OF EACH POINT | \$4,000 |
| | |
| RDP PAYMENT AMOUNT | \$28,000 |

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

COMMONWEALTH OF MASSACHUSETTS

By: _____
John Fischer, Deputy Division Director
Bureau of Air and Waste
Department of Environmental Protection

Date

City of Somerville
Municipal Official(s) Authorized to sign: **Mayor**
VC6000192138

By: *Katiana Ballantyne* _____
Signature Title
Katiana Ballantyne
Print Name

3/6/24

Date

