

**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 7 points and a payment of \$8,400. This Contract outlines terms and conditions between the Commonwealth and the Municipality for participation in the Recycling Dividends Program.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities will receive payments according to the number of criteria points their program earns. RDP will provide an incentive for municipalities with poor recycling programs to do better by implementing best practices and it will reward communities with model recycling and waste reduction programs. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

**Duration:** The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported 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 #EQEP02C/D/E.
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 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.

6. Data Reporting: For the duration of this Contract the Municipality shall be responsible for providing complete and accurate information to MassDEP, via ReTRAC, using the annual Recycling and Solid Waste reporting form.
7. Program Eligibility: The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. The program and policy criteria (RDP criteria) define the characteristics of a model municipal recycling program, essentially functioning as a “best practices” framework. Each RDP criterion has a value ranging from 1 to 5. Municipalities that earn at least 6 points (out of 20 available) are eligible for RDP payments. RDP points have been claimed by the Municipality only for criteria fully met as of the filing deadline of the RDP application.
8. RDP Payment Calculation and Payment Schedule: MassDEP shall determine whether the Municipality has complied with the requirements set forth in Section (9) and described further in Appendix A, shall review and determine the validity of the Municipality’s RPD application, and shall calculate the RDP Payment for each qualified Municipality. Payment brackets, based on the number of households served by the municipal solid waste program, establish the value for each point. The RDP Payment is calculated as: (number of points earned) multiplied by (value of each point). MassDEP shall pay RDP payments after it receives confirmation that the Municipality has fulfilled its obligations under this Contract.

Trash HH Served	Value of Each Point
1 - 1,999	\$200
2,000 - 7,499	\$400
7,500 - 14,999	\$600
15,000 - 24,999	\$800
25,000 +	\$1,200

9. Program Criteria: To claim points for any criteria, the program element must have fully met the performance standard no later than June 11, 2014. For a complete list of program criteria and accompanying performance standards see Attachment A. Section 15 of this Contract lists the Program Criteria for which the Municipality is eligible, and upon which the Municipality’s payment was calculated.
10. Use of Funds: RDP Payments shall be expended on approved activities and equipment, listed below, 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.

Approved Equipment and Activities:

- Compost bins and kitchen scrap buckets.
- Carts for curbside collection of organics.
- Containers to support drop-off organics program.
- Collection and disposal costs for the first two years of a town-wide organics program.
- Program development costs for a new organics diversion program.
- Recycling carts and recycling bins.
- Public space and outdoor event recycling containers.

- Roll-off containers, compactors and balers for the collection of materials to be recycled. This includes replacement of existing equipment.
- Additional household hazardous waste collection event.
- New dedicated Enforcement Coordinator. Must spend a minimum of 19 hours per week on enforcement. Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance.
- Equipment to support the collection and recycling of hard to recycle materials.
- Establishing and/or maintaining a municipally operated swap shop.
- Waste reduction and/or recycling outreach and education materials.
- School chemical cleanouts.
- Other expenses as approved in writing by MassDEP in advance of the expense.

RDP funds shall *not* be used to pay for hauling, disposal, or administrative costs of their existing solid waste and recycling programs.

11. 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.
12. Reporting: The Municipality shall submit an annual report to MassDEP for the duration of the RDP Contract and in a format required by MassDEP, documenting annual expenditures and remaining RDP funds. In addition, the Municipality shall file an annual Recycling and Solid Waste survey, via ReTrac, for the duration of this RDP Contract. Failure to comply with these reporting requirements may jeopardize future grant awards and RDP payments.
13. Environmental Compliance: The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in full compliance with all 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.
14. 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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15. RDP Payment Calculation:

Appendix A of this Contract defines performance standards for each criterion.

a. Solid Waste Program	0
b. Swap Shop	n/a
c. Organics	0
d. Bulky Items	0
e. Yard Waste	2
f. Household Hazardous Waste	2
g. Center for Hard to Recycle Materials	0
h. Hauler Regulation	n/a
i. Mandatory Recycling Policy	3
j. <u>Private Hauler and Business Access</u>	<u>n/a</u>
TOTAL POINTS	7

PAYMENT BRACKET (\$\$ earned per point) \$1,200


PAYMENT AMOUNT \$8,400

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

COMMONWEALTH OF MASSACHUSETTS

By:   
Greg Cooper, Division Director  
Business Compliance, Bureau of Waste Prevention  
Department of Environmental Protection

10/10/14  
(Date)

City of Somerville  
By:   
(Signature and Title)  
Joseph A. Curtatone.  
(Print Name)

9/23/14  
(Date)