



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

August 21, 2018

Mr. Timothy R. Carroll
Town Administrator
Town of Chilmark
P.O. Box 119, 401 Middle Road
Chilmark, MA 02535

Dear Mr. Carroll,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Chilmark Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The Town of Chilmark has earned 8 points and will receive \$2,800.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) 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. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

The key dates and deadlines specific to your award are summarized in the enclosed Checklist. The detailed terms and conditions are specified in the RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Janine Bishop at 617-348-4004.

Please note that awards for other SMRP grant categories (Mattress Recycling Incentive, SMART/PAYT, Curbside Recycling/Food Waste Carts, Drop-off Equipment, School Recycling Assistance and Waste Reduction Projects) will be announced separately.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Martin Suuberg
Commissioner

cc: Donald Hatch, District Manager

**RECYCLING DIVIDEND PROGRAM CONTRACT (“RDP Contract”)
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)
AND THE Town of Chilmark (“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 \$2,800.

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 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. 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	4
b. Swap Shop	0
c. Organics	2
d. Bulky Items	0
e. Yard Waste	0
f. Household Hazardous Waste	1
g. Center for Hard to Recycle Materials	0
h. Hauler Regulation Enforced	0
i. Private Hauler and Business Access	1
j. Comprehensive Hauler Regulation Adopted	0
k. Outreach and Education	0
l. Textile	0
TOTAL RDP POINTS	8
 VALUE OF EACH POINT	 \$350
 RDP PAYMENT AMOUNT	 \$2,800

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

COMMONWEALTH OF MASSACHUSETTS

By: _____ (Date)
Greg Cooper, Division Director
Bureau of Air and Waste
Department of Environmental Protection

Town of Chilmark
VC6000191752

By: _____ (Date)
(Signature and Title)

(Print Name)



Checklist for Recycling Dividends Program Grant Award

This document contains important grant deadlines and requirements

STEP ONE: EXECUTING THE CONTRACT

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an individual currently holding one of the Titles listed on page 1 of the Authorized Signatory Listing form, which your municipality filed with MassDEP in the spring of 2017. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract. A new Authorized Signatory Listing form IS NOT REQUIRED.

*The signed original RDP Contract must be returned to the address listed below **no later than January 15, 2019 or funds will be forfeited.***

STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. See the 2018 Grant Guidance, for a list of approved expense categories, and Section 9 for record keeping requirements.
- Be prepared to be audited.

STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE

- The municipality is required to report all expenditures from the previous calendar year no later than February 15th.

Contact Dawn Quirk with any questions: 617-292-5557 or Dawn.Quirk@state.ma.us

Return completed documents to: Dawn Quirk, MassDEP, Consumer Programs, One Winter Street, 7th Floor, Boston, MA 02108