



# Massachusetts Department of Environmental Protection

## Sustainable Materials Recovery Program

### Details: Drop-off Equipment for Reuse & Recycling

**Grant Applications Due June 12, 2024, at 11:59 PM**

#### **Overview**

This grant will assist municipalities with establishing or expanding diversion programs for targeted materials at a municipal recycling drop-off or transfer station ("facility"). This grant category is open to municipalities operating a drop-off program for recyclables, including those whose primary recycling program is curbside, but which also operate a residential recycling drop-off center.

The applicant is responsible for ensuring compliance with all MassDEP regulations and permits. Applicants must contact the appropriate MassDEP Regional Office prior to placing new containers or equipment at a site assigned facility. Additional requirements apply to applicants establishing a new Universal Waste collection program.

#### **Eligible Applicants**

- This grant item is available to municipal applicants only.
- A municipality with access to a [Material Separation Plan](#) through its waste disposal contract with a municipal waste combustor is **not** eligible for a Universal Waste shed.

#### **Program Structure**

Grants provide for the purchase of enclosed sheds, containers, or structures for the targeted material identified in the table below. Actual reimbursement amount will be based on the cost of materials or container(s) purchased and may be less than award amount.

Type of Equipment	Target Material	Grant Award Amount
Shed (minimum of 80 SQ FT)	Universal waste: fluorescent lamps, certain batteries, and mercury containing devices (e.g., thermostats, thermometers, and switches).	Up to \$5,000
Shed or Other Enclosed Structure (size and reimbursement amount subject to MassDEP approval)	Household goods collected at a municipally operated Reuse Swap Shop	Up to \$6,000

#### **Use of Grant Funds**

Grant funds must be used in accordance with the Grant Scope of Work (see Attachment 1) to purchase equipment for new collection programs or to significantly expand the scope of an existing program (i.e., add a swap shop for furniture to a swap shop for smaller items). Funds may not be used to purchase extra equipment for materials already being collected.

#### **Universal Waste Sheds:**

- When collected and consolidated, universal waste must be managed according to the Universal Waste regulations at 310 CMR 30.1000. <http://www.mass.gov/eea/docs/dep/service/regulations/310cmr30.pdf>
- The collection shed must be a rigid, weather-proof structure within sight of an attendant and open at least one day per month to accept Universal Waste from the municipality's residents. Small businesses may also drop off Universal Waste, at the discretion of the Grantee.
- If the Universal Waste Shed is placed at an existing municipal solid waste transfer station, the owner/operator of the transfer station must file a certification with their regional MassDEP office 30 days PRIOR to placement of the shed as this is considered a modification in design and operation of the transfer station. Certification is not required for a Universal Waste shed placed at a non-solid waste site, like a DPW yard.

- Grantee may utilize a vendor on Massachusetts statewide contract [FAC110: Hazardous, Universal, Medical, & Electronic Waste Category 3](#). The cost of collection services will be borne by Grantee.
- A mercury spill kit should be available in shed and can be purchased with any remaining funds under this grant, or with RDP funds. Kits are also available through statewide contract [FAC110: Hazardous, Universal, Medical, & Electronic Waste Category 3](#) under Category 3, Section 7.

#### Reuse Swap Shops:

- Funds may be used to purchase a shed or other type of rigid, weather-proof structure for the storage of reusable home goods and furnishings dropped off by residents for others to take.
- Equipment purchased under this grant may be purchased off statewide contract [FAC113designatedDEP: Recycling Containers, Compost Bins, and Rain Barrels](#), under Category 7.

#### **Evaluation Criteria**

In addition to the [minimum eligibility criteria](#), the following factors will be viewed favorably in the evaluation process:

- Facilities that are open to both residents and businesses.
- Applicants that have identified a market for the target material(s).
- Applicants that plan to enforce the disposal prohibition on the target material(s).
- Applicants that have the ability and willingness to use RDP funds to offset program costs.
- Applicants that are located in an environmental justice community.

#### **MassDEP Contact**

- Micaela Guglielmi, [Micaela.Guglielmi@mass.gov](mailto:Micaela.Guglielmi@mass.gov)

Attachment 1: Example Template for Grant Scope of Work for Drop-off Equipment

**GRANT SCOPE OF WORK  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)**

AND THE <<OrgName>> (“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 <<OrgName>> a Sustainable Materials Recovery Program Grant for a <<EquipmentType>> (“Grant”) valued at up to <<Award Amount>>. This grant will assist Grantee with establishing or expanding diversion programs for targeted materials at a municipal recycling drop-off or transfer station. The <<OrgName>> shall comply with the specific terms and conditions described below in the performance of the Grant.

**Duration of the Grant:** This grant expires on **June 30, 2025**. Invoicing and Reporting deadlines are described below.

**RESPONSIBILITIES OF THE GRANTEE**

1. Authority: The Signatory of this Grant Scope of Work is authorized by the governing body of the Grantee to enter into this Grant Scope of Work 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 as identified in the Grant Scope of Work, then, at the election of MassDEP, (a) the Grantee may be deemed ineligible to participate for what time remains of the grant period; 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; and/or (d) the Grantee shall repay the grant funds to MassDEP within 90 days. 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 (e.g., collection container). 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. Recycling in Practice: The Grantee has established paper, bottle, and can recycling in all municipal buildings offices and meeting spaces, including schools. The Grantee shall continue such paper, bottle and can recycling during the term of the Grant.
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 shall be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator or Chief Purchasing Officer and highlights specific opportunities to buy recycled products, the benefits of buying recycled and encourages the purchase of these products. The Grantee shall continue to send an annual notification during the term of the Grant.
6. Use of Grant Funds: Grant funds are to be used for a <<EquipmentType>> to collect <<TargetMaterial>>. Funds be used to purchase a shed or other type of rigid, weather-proof structure, which must be a minimum of <<Specifications>>. Grantee must meet the following conditions:
  - a. Equipment shall be utilized only for the collection and recycling of <<TargetMaterial>> for a minimum of 5 years unless otherwise approved in writing by MassDEP.
  - b. Equipment must be permanently labeled with MassDEP’s logo and “Funded by a grant from MassDEP.”

<<For Universal Waste Sheds Only:

- a. When collected and consolidated, universal waste must be managed according to the Universal Waste regulations at 310 CMR 30.1000.
- b. Grantee may utilize a vendor on [Massachusetts State Contract FAC110 for Universal Waste collection and recycling](#). The cost of services will be borne by Grantee.
- c. The collection shed must be within sight of an attendant and open at least one day per month for the municipality’s residents. Small businesses may also drop off Universal Waste, at the discretion of the Grantee.

d. If the Universal Waste Shed is placed at an existing municipal solid waste transfer station, the owner/operator of the transfer station must file a certification 30 days prior to placement of the shed as this is considered a modification in design and operation of the transfer station. Certification is not required for a Universal Waste shed placed at a non-solid waste site, as in a DPW yard.>>

7. **Invoicing:** All grant funds are disbursed on a reimbursement basis only. After expending funds for an eligible expense, the Grantee shall submit a request for reimbursement ("invoice") to MassDEP, accompanied by the documentation listed below. **Invoices must be submitted by June 30, 2025.** The Grantee shall submit one request for reimbursement of equipment and signage for approved expenditures accompanied by the following documentation:
- Proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, extended price and shipping costs if any;
  - Evidence that the Grantee's program is operational including the destination of collected material; and
  - Photograph of the equipment in use at the recycling center or transfer station including signage.
8. **Property Rights:** Upon delivery from the vendor, the Grantee shall retain exclusive possession of the equipment, subject to the provisions of this Grant Scope of Work. The Grantee shall be solely responsible to ensure the equipment against damage, theft or loss during the time in which said equipment is in the possession, custody, or control of the Grantee. For the duration of this grant, 1) the Grantee shall not sell, lease, loan or otherwise transfer rights or possession to the Grant Materials unless it has received prior written authorization from MassDEP, and 2) if the Grantee determines any or all of the Grant Materials are not needed for the granted use, the Grantee shall assist MassDEP in the transfer of the Grant Materials to (an) other municipality(ies), or be given authorization to surplus the materials if MassDEP determines that the Grant Materials have no value to the Commonwealth.
9. **Reporting:** Grantee shall file an annual Recycling and Solid Waste survey by February 15<sup>th</sup>, via ReTRAC, for the duration of this grant. Failure to comply with these reporting requirements may jeopardize future grant awards.
10. **Publicity and Outreach:**
- All outreach materials and publicity tools (i.e., press releases, media advisories, education materials, 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 MassDEP".
  - The Grantee should be prepared to provide a public presentation on the results or findings of the Grant at the request of MassDEP.
11. **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 Scope of Work 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) 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 grant funds, an addendum to the Grant Scope of Work shall be provided to the Grantee. The same terms and conditions apply to the addendum.

IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Grant Scope of Work.

#### COMMONWEALTH OF MASSACHUSETTS

By: \_\_\_\_\_  
John Fischer, Deputy Division Director, Solid Waste  
Department of Environmental Protection

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

«OrgName»

Municipal Official(s) Authorized to sign: «Position Authorized to sign»

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)