



Massachusetts Department of Environmental Protection

Sustainable Materials Recovery Program

Details: Food Waste Collection Carts

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

Overview

This grant will provide funds for the purchase of wheeled carts to be used by residents for municipally financed curbside collection of source-separated food waste. Carts may also be distributed to businesses participating in the food waste collection program. Food waste is the primary focus of this grant item. If, however, a grantee would like to purchase a cart or other container large enough to accommodate leaf and yard waste **in addition to food waste**, that would be permissible provided that their compost facility is permitted to accept both yard waste and food waste. The collection of separated food waste must continue year-round. If the municipality also collects leaf and yard waste for a portion of the year, carts may be sized and used for this combined purpose. The following programs may be considered for this grant:

New town-wide program means introducing cart collection to the households and/or businesses served by the municipal contract. For example, a municipality may currently collect trash from some businesses, and may want to make curbside organics available to those same businesses.

New pilot program means cart collection is being introduced to a limited number of residents or businesses in order to test the feasibility and/or cost, and to determine if full-scale implementation is feasible. For example, offering organics collection carts to one or two collection routes with the intention of expanding to all service recipients if the pilot program is successful.

Expansion (enhancement) of an existing program means the municipality already provides cart collection to some households and will be expanding the service area. For example, the municipality piloted organics collection and plans to expand to serve all eligible households.

Eligible Applicants

- This grant item is available to municipal applicants only.
- No trash limit required.

Program Structure

Grant awards will be calculated based on the number of households (HHs) served by the organics collection program. One cart per household served will be awarded (valued at \$20/cart); actual award disbursement will be based on actual households participating in the program up to 5,000 households. MassDEP will provide an additional \$2 per cart to defray the cost of stickers, or in-molded labels providing detailed instructions on how and what to compost. An in-molded label is laminated to the cart lid by heat treatment during the manufacturing process. Sample artwork for labels is available.

For municipally financed organics pilot programs only, an additional \$10 per household for the first 1,000 households may be awarded (maximum of \$10,000). These Start-Up funds are to offset start-up costs, including increased collection costs, if any, and incremental costs to tip organics at a composting facility if it exceeds solid waste tip fee, if any. Therefore, the maximum award value is \$120,000. Awards are contingent on submission of an approved Implementation Plan.

Type of Organics Grant	Award Amount (per HH served)	In-molded label/sticker (per HH served)	Maximum Award Amount
Organics Carts (up to 5,000 HHs)	\$20	\$2	\$110,000
Municipally Financed Pilot Start-up Funds (up to 1,000 HHs)	\$10		\$10,000

Use of Grant Funds

Grant funds may be used in accordance with the Grant Scope of Work (see Attachment 2) to offset the cost of carts purchased either by the municipality or by its contracted organics hauler.

- Purchasing a combination of cart sizes is allowable.
- If the hauler purchases the carts, the municipality's contract with the hauler must specify that the municipality takes ownership of the carts at the end of the contract.
- Equipment purchased under this grant may be purchased off statewide contract [FAC113designatedDEP: Recycling Containers, Compost Bins, and Rain Barrels](#), under Category 3.
- If not purchasing off state-contract, the following minimum requirements must be met for curbside compost collection containers: contain 30% recycled content, are at least 10-gallons in size, and have a warranty of 5 years or more.

Evaluation Criteria

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

- Readiness to implement the project.
- Demonstrated understanding of the steps remaining to implement the proposed program.
- Ability and willingness to use RDP funds to offset program costs.
- Located in an environmental justice community.

MassDEP Contact

- Rebecca Ferguson, Rebecca.Ferguson@mass.gov

Attachment 2: Example Template for Grant Scope of Work for Food waste Collection Carts

**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 Food Waste Collection Carts (“Grant”) valued at up to <<TotalGrantValue>>. 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:
 - a. Grant funds are to be used for Food Waste Collection Carts and will be reimbursed in the amount of \$20.00 per cart to offset the cost of one cart per participating household or business, up to <<TotalAmount>>, purchased either by the Grantee or by its contracted hauler for the express purpose of collecting food waste (“Material”) at the curb. Other organic materials, e.g., leaves, yard waste, paper towels, may be collected along with food waste.
 - b. This grant may fund an additional \$2.00 per cart to defray the cost of stickers, or in-molded labels providing detailed instructions on how and what to compost.
 - c. Funds may not be used to purchase carts for the collection of trash.
7. Grant Conditions: As documented in the Grantee’s MassDEP approved Program Implementation Plan on file with the Department, the Grantee agrees to the following requirements:
 - a. If the hauler purchases the Carts, the Grantee’s contract with the hauler must specify that the Grantee takes ownership of the Carts at the end of the contract.
 - b. Food Waste carts must be a minimum of 10-gallons and must be hot-stamped with MassDEP’s logo and “Funded by a grant from MassDEP”.

- c. All Carts purchased must have a minimum warranty of five years.
 - d. The Implementation Plan for this grant will include details about the start date of the program, description of the program, how the program will be financed, and any remaining steps to implement the program.
8. **Procurement:** The Grantee is responsible for properly procuring the Carts purchased under this Grant. The Carts:
- a. Can be purchased from [Massachusetts State Contract FAC113 for Recycling Containers and Compost Bins](#).
 - b. Must contain a minimum of 30% recycled content.
 - c. It is strongly encouraged that the carts be green in color to adhere to industry standards.
9. **Invoicing:** All grant funds are disbursed on a reimbursement basis. **Invoices must be submitted by June 30, 2025**, to MassDEP for expenditures made in the prior fiscal year. The Grantee shall submit up to two requests for reimbursement for approved expenditures, accompanied by the supporting documentation when appropriate (i.e., proof of purchase in the form of an invoice which lists the vendor name and address, items or services purchased, and the total cost) and a statement that the Grantee has taken possession of the food waste carts; OR a copy of the fully executed contract between the Grantee and its food waste collection vendor in which the vendor is responsible for the procurement of carts for curbside collection of organics. The contract must also stipulate that the carts become the property of the municipality at the end of the collection contract. If requesting reimbursement for in-molded labels, the Grantee must also submit an editable digital file of the artwork used for in-molded labels.
10. **Distribution Requirements:**
- a. All Carts shall be utilized for the collection of food waste from single-family and multi-family dwellings, municipal buildings, and/or local businesses participating in a municipally contracted collection program. The Grantee must maintain records of the distribution (i.e., location, number, material(s) collected and building contact) for all granted Carts placed at multi-family dwellings or local businesses for the duration of this Grant.
 - b. All Carts shall remain on the premises of where Materials are being collected and Materials shall be tipped on the premises. Carts are not to be permitted to be swapped on and off the premises with other containers, unless authorized by MassDEP.
 - c. If the Grantee wishes to sell the Carts to the buildings/businesses participating in the program, the Grantee shall establish a separate dedicated revolving account ("Account") pursuant to M.G.L. c. 44 Sec. 53E 1/2, or a gift account pursuant to M.G.L. c. 44 Sec. 53A to handle these revenues. If the Account is established by some other means, MassDEP shall be notified in writing by the Grantee that such account is separate from the Grantee's general fund and meets the requirements of this Grant Scope of Work. All revenue received from Cart sales shall be deposited in such Account. The Account shall be used for the purchase of additional Carts, administrative expenses or other such expenses as are directly related to furthering Grantee's recycling program. In the event that there are funds remaining in the Account after demand for Carts has been satisfied, Grantee shall notify MassDEP in writing of its intent to use such funds for public education or another waste reduction program approved by MassDEP.
11. **Property Rights:** Upon delivery from the vendor and prior to distribution, the Grantee shall retain exclusive ownership of the Carts, subject to the provisions of this Grant Scope of Work. Grantee shall be solely responsible to protect the Carts from damage, theft, or loss during the time in which said Carts are in the possession, custody, or control of the Grantee. If the Grantee does not take possession of the Carts, the Grantee shall require the hauler to protect the Carts from damage, theft, or loss during the time in which said Carts are in the possession, custody, or control of the hauler.
12. **Reporting:** Grantee shall file an annual Recycling and Solid Waste survey by February 15th, via ReTRAC, for the duration of this grant. Failure to comply with these reporting requirements may jeopardize future grant awards.
13. **Publicity and Outreach:**
- a. 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".
 - b. The Grantee should be prepared to provide a public presentation on the results or findings of the Grant at the request of MassDEP.
14. **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.
15. **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)