



# Massachusetts Department of Environmental Protection

## Sustainable Materials Recovery Program

### Details: Pay-As-You-Throw (PAYT)

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

#### **Overview**

In a Pay-As-You-Throw (PAYT) program (also referred to as Save-Money-and-Reduce-Trash (SMART)), residents pay a per unit fee for the trash they generate. There is no direct fee for recycling. This creates a financial incentive to reduce, reuse, and recycle more, and to generate less trash. MassDEP offers start-up funds for new PAYT programs and specific program upgrades. If your municipality is planning to implement PAYT in the next fiscal year, MassDEP recommends that you apply.

#### **Eligible Applicants**

- This grant is available to municipal applicants for their new drop-off PAYT program or new curbside PAYT program.
- Applicants **must** have worked with their [Municipal Assistance Coordinator \(MAC\)](#) on a PAYT Program [Technical Assistance Grant](#), including submission of a draft PAYT Implementation Plan.
- Applicants **must** have adopted a municipal bylaw/ordinance and/or Board of Health [hauler regulation](#) that requires private haulers to provide integrated solid waste and recycling services to residential customers for one bundled price (i.e., all customers receive recycling collection *with* trash collection). The purpose of this requirement is to level the playing field and minimize the number of households opting out of the municipal PAYT program.
- A municipality proposing a multi-family PAYT program will be required to approve an ordinance or bylaw requiring multi-family property owner and resident participation.
- Implementation of new PAYT programs may be prioritized over municipalities applying for a “program upgrade” as described in the Program Structure section below.

#### **Program Structure**

Grant awards will be calculated based on the number of households (HHs) served by the PAYT program. For application purposes, the municipality may estimate the number of the households to be served by the municipal program; actual award disbursement will be based on actual households participating in the program (set-out or customer counts may be required in some circumstances). The maximum award value is \$300,000. In addition, MassDEP reserves the right to cap the total PAYT grant amounts awarded to a municipality at \$30/household over a ten-year period. Awards are contingent on submission of an approved Implementation Plan.

Type of Municipal Trash Program	PAYT Program Element	Award Amount (per HH served)
New Drop-off PAYT Program <sup>1</sup>	Bag/sticker/ticket/punch card	\$10
New Curbside PAYT Program	With one resident-provided bag/barrel max 35-gallon capacity	\$10
	With PAYT unit fee for all bags/barrels <sup>2</sup>	\$20
	With one standard 35-gallon automated trash cart (provided by the municipality) <sup>3</sup>	\$30
	With one 64-gallon automated trash cart, collected every other week	\$10
Upgrades to Existing PAYT Program	Convert from one bag/barrel free to no bags/barrel free	\$5
	Transition from a sticker or punch-card program to a bag program	\$5
	Provide each HH with an automated trash cart of 35-gallons or less	\$30

<sup>1</sup> The total grant award will be based on the number of households obtaining [access](#) to the drop-off location (e.g., through a transfer station sticker).

<sup>2</sup> Municipalities that utilize larger carts for trash collection and require [all trash](#) in the cart to be placed in official PAYT trash bags, qualify for \$20/household.

<sup>3</sup> Municipalities that implement a “variable rate” cart program, in which residents are charged for trash collection based on the cart size they choose (i.e., 35-gal, 64-gal, or 95-gal), the \$30/household award will apply **ONLY** to those households using a cart size of 35-gallons or less.

### **Use of Grant Funds**

Grant funds may be used in accordance with the Grant Scope of Work (see Attachment 3) to fund the costs of bags, 35-gal or smaller trash cart, outreach and educational materials, a program coordinator, recycling containers, and other MassDEP approved program start-up costs.

- Funding may not be used to pay for the disposal of solid waste or recyclables processing.
- Requests for reimbursement must be accompanied by receipts and/or invoices for each expense to be reimbursed.
- Funds utilized towards the purchase of 35-gal trash carts through the municipality's hauler must specify within the municipality's contract with hauler that the municipality takes ownership of the carts at the end of the contract.
- Black or grey colored trash carts are strongly recommended.
- PAYT bags may be purchased off statewide contract [FAC86: Solid Waste and Recycling Services](#), under Category 1A.
- 35-gal trash carts 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 the trash carts: contain 30% recycled content, are no more than 35-gallons in size, and have a warranty of 5 years or more.
- The municipality will operate the PAYT program for a minimum of two years for bag and tag programs, and a minimum of five years for cart programs. At MassDEP's discretion, the minimum program duration may be longer, depending on the size of the award.

### **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, including completion of a PAYT Program Planning Technical Assistance grant.
- 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**

- Ron Cochran, [Ron.H.Cochran@mass.gov](mailto:Ron.H.Cochran@mass.gov)

Attachment 3: Example Template for PAYT Programs Grant Scope of Work

**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 (“Grant”) valued at up to <<TotalGrantValue>> for funds associated with the implementation of a unit-based pricing program for municipal solid waste, also known as a Pay-As-You-Throw program (“PAYT Program”). Grantee 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 PAYT Program upgrades or implementation of new programs. Funds will be reimbursed in the amount of <<TotalAmount>> participating household, up to <<TotalAmount>>.
  - b. Start-up Funds for the Program may be used to fund the cost of <35-gallon trash carts, PAYT bags, educational materials, a program coordinator, recycling containers, and other expenses as approved by MassDEP and documented in the Grantee’s MassDEP Approved Implementation Plan attached.
  - c. Funds may not be used to purchase carts larger than 35-gallons 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. The Program has been approved and budgeted for by the appropriate legislative body (e.g., Board of Health, Board of Selectmen, Town Meeting, or City Council).
  - b. The Program’s fee structure ensures: (1) fixed solid waste collection costs are substantially covered through the tax base or another funding source such as a mandatory flat fee levied on all participating households, and (2) variable

program costs, not already covered as part of the fixed costs, shall be funded by revenue generated from the sale of the Program bag. A Program that places all solid waste costs (collection, hauling, tipping) on the bag or barrel fee is not acceptable.

- c. The Program must not collect more than one 35-gallon bag, barrel, or cart of trash per week, at no cost to residents, also known as “basic service level”. At a minimum the program participant pays the bag fee for the second and all additional bags or barrels each week.
- d. The municipality will operate the PAYT program for a minimum of two years or more; at MassDEP’s discretion, the minimum program duration may be longer, depending on the type and size of the award.

<<Cart programs only: If the grant is used for purchasing <35-gallon carts, the carts should be made with 30% post-consumer recycled content. It is recommended that the carts be either black or gray.

Curbside programs only: The Grantee provides weekly collection of recyclables or provides a second or larger recycling container if collection is bi-weekly. Recycling capacity requirement may be met by providing residents with a recycling container sticker/decals to affix to a container of the residents’ choice.

Drop-off Programs and Programs that do not provide the basic service level: The Grantee requires through bylaw/ordinance and/or regulation that trash haulers providing subscription service to households otherwise eligible for the municipal waste/recycling program must provide trash and recycling services to these households as one “bundled service.” Residents subscribing for private waste collection shall not have the option of paying for trash collection service only, at a lower price.>>

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 black or gray 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 one request 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), OR a copy of the fully executed contract between the Grantee and its trash hauler in which the hauler is responsible for the procurement of carts for curbside collection of trash as part of a PAYT Program. The contract must also stipulate that the carts become the property of the municipality at the end of the collection contract.
10. 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.
11. Reporting: At the one-year anniversary of the start date of the Program, and again at the conclusion of the grant period, Grantee will submit a year-end report, in a format required by MassDEP, outlining program results detailing trash and recycling tonnages before and after the Program was implemented, the savings realized from these impacts, any challenges encountered, and lessons learned. In addition, 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.
12. 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.
13. 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.
14. 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)