



Ronald G. Rios
Freeholder Director

Carol Bellante
Deputy Director

Kenneth Amwood
Charles Kenny
H. James Polos
Charles E. Tomaro
Blanquita Valenti
Freeholders

Carol Bellante
Chairperson, Administration

John A. Pulomena
County Administrator

Amy R. Naples, RMC
Clerk of the Board

COUNTY OF MIDDLESEX

CLERK OF THE BOARD

July 29, 2015

William Robins
355 North Avenue
Dunellen, NJ 08812

Dear William Robins:

Please be advised that the Board of Chosen Freeholders, at a meeting held on July 23, 2015 7:00 PM, adopted the following legislative document(s):

Resolution 15-1393-R **Adopted By Consent Vote [Unanimous]**
Authorize The Execution Of Agreement With The Borough Of Dunellen For The E-Cycle Program From 1/1/2014 Through 12/31/2016

Enclosed please find one (1) Agreement for the above resolution.

The enclosed is being forwarded to you for your records. Should you have additional questions, please contact the County Department who has requested your services.

Very truly yours,

Amy R. Naples
Clerk of the Board

File Number: 15-1393-R

Authorize The Execution Of Agreement With The Borough Of Dunellen For The E-Cycle Program From 1/1/2014 Through 12/31/2016

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), any contract may be made or awarded to, inter alia, a municipality without public advertising for bids or bidding therefore; and

WHEREAS, Middlesex County is proactive in addressing environmental issues such as the proper recycling of consumer electronics; and

WHEREAS, the County has entered into a contract with Sims Recycling Solutions to accept residentially generated consumer electronics; and

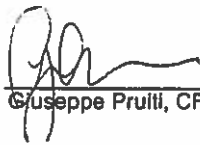
WHEREAS, the County is seeking to provide a financial incentive that will assist municipalities in properly recycling the consumer electronics that they collect curbside or at their drop-off centers; and

WHEREAS, Agreements have been prepared with the Borough of Dunellen to effect such action;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Middlesex that the County shall be and is hereby authorized to enter into agreement with the Borough of Dunellen, for the E-Cycle Reimbursement Program for the period of January 1, 2014 through December 31, 2016;

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute the agreement on behalf of the County of Middlesex and the Clerk of this Board shall be and is hereby directed to attest said agreement and affix thereto the corporate seal of the County of Middlesex;

BE IT FURTHER RESOLVED that the Clerk of this Board shall forward certified copies of this resolution to the Municipal Clerk of the Borough of Dunellen.



Giuseppe Prulli, CFO

7/8/2015

Approved as to form and legality



Niki Athanasopoulos, Sr. Deputy County Counsel


H. James Polos, Freeholder

7/28/2015

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Blanquita B. Valenti, Freeholder
SECONDER:	Charles E. Tomaro, Freeholder
AYES:	Kenneth Armwood, Charles Kenny, Charles E. Tomaro, Blanquita B. Valenti, Ronald G. Rios
ABSENT:	Carol Bellante, H. James Polos

I, Amy R. Naples, Clerk of the Board of Chosen Freeholders of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a resolution adopted at a meeting of the Board held on July 23, 2015


Amy R. Naples, Clerk of the Board

7/28/2015

Agreement made of this 23 day of July, 2015, by and between the **County of Middlesex**, a municipal corporation of the State of New Jersey having an address of Middlesex County Administration Building, John F. Kennedy Square, New Brunswick, New Jersey, 08901, hereinafter referred to as the “**County**” and the **Borough of Dunellen** a corporation of the State of New Jersey, having an address of Dunellen Municipal Bldg. 355 North Ave. Dunellen, NJ 08812, hereinafter referred to as the “**Municipality.**”

WITNESSETH:

WHEREAS, Middlesex County is proactive in addressing environmental issues such as the proper recycling of consumer electronics; and

WHEREAS, effective January 1, 2011, recycling of certain consumer electronics is mandatory in the State of New Jersey; and

WHEREAS, the County has entered into a contract with Sims Recycling Solutions to accept residentially generated consumer electronics; and

WHEREAS, the County is seeking to provide a financial incentive that will assist municipalities in properly recycling the consumer electronics that they collect curbside or at their drop-off centers; and

WHEREAS, the County and Municipality are authorized to enter into this Agreement pursuant to N.J.S.A. 40A:11-5(2);

NOW, THEREFORE, in consideration of mutual covenants and conditions between the parties, the sufficiency of which is hereby acknowledged, the County and Municipality hereby agree as follows:

1. The County shall provide a subsidy of the cost of collection, storage, and transportation of covered electronics by the municipality. All covered electronics collected by the municipality must be brought to or picked up by the County’s contractor, Sims Recycling Solutions, 401 Mill Road, Edison, NJ 08837 or other future designated contracted vendor(s). Covered electronics are defined as including computers (desktops and laptops), monitors (cathode-ray tube and flat panel), and televisions (cathode-ray tube and flat panel).
2. All non-covered consumer electronics will be accepted by the County’s contractor at no charge to each municipality, providing that the municipality is delivering/causing to be delivered to the County’s contractor all covered electronics. Non-covered electronics include cell phones, copiers, digital cameras, DVD players, e-book readers, fax machines, keyboards, MP3 players,

modems, mouse's, personal digital assistants (PDAs), printers, scanners, stereo and radio equipment, telephones, VCRs, and any products that contain rechargeable batteries.

3. The Municipality shall collect, store, and transport all consumer electronics in a manner that will prevent weather damage or cause such items to arrive at the Contractor's facility broken.
4. The subsidy for covered electronics will be established by the Middlesex County Division of Solid Waste Management (DSWM) upon determination of the amount of available funding. The DSWM will utilize documentation provided by the contractor to allocate the appropriate amount of funding to each municipality. The subsidy will be provided in February 2015 based upon weight of covered electronics recycled by each municipality in 2014, in February 2016 based upon weight of covered electronics recycled in 2015, and in February 2017 based upon weight of covered electronics recycled in 2016.
5. Municipalities that deliver/cause to be delivered covered electronics to a vendor other than the County's contractor will not be able to participate in the remaining aspects of the contract, including the delivery of consumer electronics and mercury containing devices to the contractor's facility by residents.
6. The Municipality shall hold harmless and save, protect and indemnify, the County, and their respective officials, members, agents and employees from any damages, suits, or claims for damages to persons or property which arise out of the actions or failure to act of the Municipality and/or its employees or agents in carrying out the provisions of this Agreement.
7. This Agreement shall be for a three-year (36 month) period commencing on January 1, 2014 or for such shorter period as may be dictated by the exhaustion of available funds. Any party may terminate this Agreement by providing a thirty (30) day written notice to the other parties hereto.
8. Merger Clause. This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previously and contemporaneous agreements, understandings, representations and warranties between the parties.
9. Modifications. The terms and conditions in this Agreement, including any schedules herein or attached hereto, may be modified at any time by mutual agreement of the parties in writing duly signed by their authorized representatives.
10. Notices. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, overnight mail, and addressed to the party as set forth below or to such other address as said party may have specified by notice given in writing to the other party:

To the County:

County of Middlesex
Division of Solid Waste Management
711 Jersey Avenue
New Brunswick, NJ 08901

To the Municipality:
Borough of Dunellen
Dunellen Municipal Bldg.
355 North Ave.
Dunellen, NJ 08812

11. **Governing Law.** This agreement and any questions concerning its validity, construction and performance shall be governed by the laws of the State of New Jersey.
12. **Severability.** In the event that any provision of this Agreement, for any reason, shall be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein and any other provisions of this Agreement, as so amended, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers and have their proper seals affixed, the day and year first above written.

ATTEST:

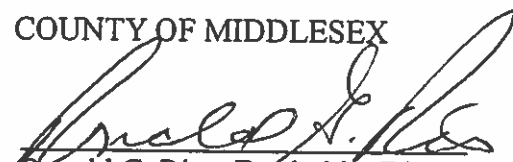


Amy R. Naples, RMC
Clerk of the Board

ATTEST:


William Robins, Municipal Clerk

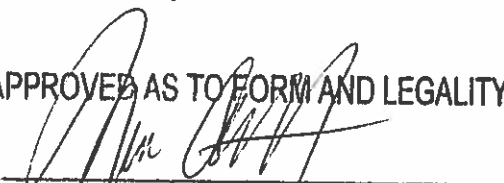
COUNTY OF MIDDLESEX


Ronald G. Rios, Freeholder Director

MUNICIPALITY


Robert Seader, Mayor

APPROVED AS TO FORM AND LEGALITY


NIKI ATHANASOPOULOS, ESQ.
SENIOR DEPUTY COUNTY COUNSEL