

Agreement made of this 18 day of October, 2012, 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 South Plainfield** a corporation of the State of New Jersey, having an address of S. Plainfield Municipal Bldg. 2480 Plainfield Ave. South Plainfield, NJ 07080, 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 2013 based upon weight of covered electronics recycled by each municipality in 2011 and 2012. A second reimbursement will be provided in February 2014 based upon weight of covered electronics recycled in 2013.
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 two-year (24 month) period commencing on January 1, 2012 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 South Plainfield
S. Plainfield Municipal Bldg.
2480 Plainfield Ave.
South Plainfield, NJ 07080

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.

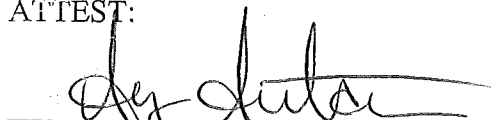
ATTEST:


Margaret E. Pemberton, Clerk


COUNTY OF MIDDLESEX


Christopher D. Rafano, Freeholder Director

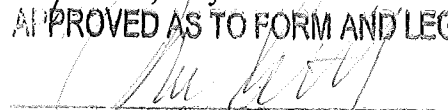
ATTEST:


Joe Ann Cray, Municipal Clerk

MUNICIPALITY


Matthew Anesh, Mayor

APPROVED AS TO FORM AND LEGALITY


NIKI ATHANASOPOULOS, ESQ.
DEPUTY COUNTY COUNSEL

Middlesex County

Adopted

Resolution: 12-1938-R

Administration Building
75 Bayard Street
New Brunswick, NJ
08901

File Number: 12-1938-R

Authorize the Execution of Agreements with Various Municipalities for the E-Cycle Reimbursement Program from 1/1/2012 through 12/31/2013

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 following municipalities to effect such action:

| | |
|-----------------|---------------|
| Carteret | Cranbury |
| Dunellen | Edison |
| Helmetta | Highland Park |
| Jamesburg | Metuchen |
| Middlesex | Milltown |
| Monroe | New Brunswick |
| North Brunswick | Old Bridge |

October 18, 2012

Middlesex County

Adopted

Resolution: 12-1938-R

Administration Building
75 Bayard Street
New Brunswick, NJ
08901

Piscataway

Plainsboro

Sayreville

South Brunswick

South Plainfield

Spotswood

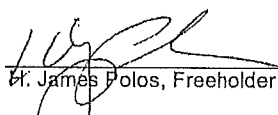
Woodbridge

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 agreements with various municipalities, as more fully set forth above, for the E-Cycle Reimbursement Program for the period of January 1, 2012 through December 31, 2013;

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute the various agreements 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 various municipalities listed above.

At a meeting of the Board of Chosen Freeholders on 10/18/2012, a motion was made by H. James Polos, seconded by Blanquita B. Valenti, that this Resolution be Adopted. The Motion passed. The above is a true copy, as certified by the Clerk of the Board.


H. James Polos, Freeholder

10/25/2012

Approved as to form and legality

October 18, 2012

Middlesex County

Adopted

Resolution: 12-1938-R

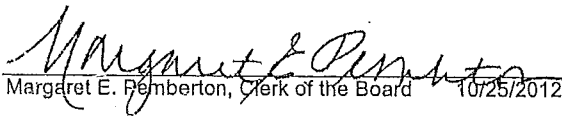
Administration Building
75 Bayard Street
New Brunswick, NJ
08901



Niki Athanasopoulos, Deputy County Counsel 10/14/2012

| | |
|------------------|---|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | H. James Polos, Ronald G. Rios |
| SECONDER: | Blanquita B. Valenti, Freeholder |
| AYES: | H. James Polos, Ronald G. Rios, Charles E. Tomaro, Blanquita B. Valenti, Christopher D. Rafano |
| ABSENT: | Stephen J. Dalina |
| EXCUSED: | Carol Barrett Bellante |

I, Margaret E. Pemberton, 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 October 18, 2012



Margaret E. Pemberton, Clerk of the Board 10/25/2012

October 18, 2012