

**FRANKLIN TOWNSHIP
RESOLUTION #2023-25**

APPROVE ELECTRONICS RECYCLING SERVICES CONTRACT

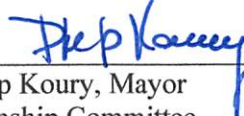
WHEREAS, the Township wishes to provide Electronics Recycling to Franklin Township taxpayers and residents on a regular basis; and

WHEREAS, the electronic devices that can be kept out of the normal trash collection services will benefit the environment; and

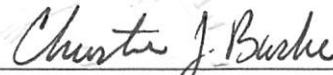
WHEREAS, **Reverse Logistics Group Americas, Inc.** can provide this service at no cost to the Township; and

NOW, THEREFORE, BE IT RESOLVED BY Mayor and Council of the Township of Franklin, County of Hunterdon, and State of New Jersey that Reverse Logistics Group Americas, Inc. be awarded a 12-month contract for electronic waste recycling services.

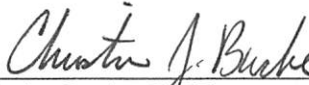
ADOPTED: 03/09/2023


Philip Koury, Mayor
Township Committee

Attest and Affix Seal:


Christine J. Burke, RMC
Municipal Clerk

I, Christine J. Burke, Municipal Clerk of the Township of Franklin, County of Hunterdon, do hereby certify this to be a true copy of a resolution adopted by the Township Committee at a meeting held on March 9, 2023.


Christine Burke, RMC
Municipal Clerk

ELECTRONIC WASTE COLLECTION CONTRACT

1. PARTIES AND DATE. This Contract is made and entered into this 9TH day of MARCH, 2023, between Reverse Logistics Group Americas, Inc. (hereinafter referred to as "RLG"), a corporation existing under the laws of the State of Delaware, with a principal place of business at 190 Middlesex Turnpike, Suite 206, Iselin, New Jersey 08830 and Franklin Township Department of Public Works, with its principal place of business at 85 Locust Grove Road, Pittstown, NJ 08867 (hereinafter referred to as "Collector"). RLG and Collector are sometimes individually referred to as "Party" and collectively referred to as "Parties" in this Contract.

2. RECITALS.

2.1 Collector. Collector assumes responsibility for the collection, consolidation, sorting and packaging of covered electronic devices from eligible covered entities as defined by the New Jersey Electronic Waste Management Act. Covered entities are defined as New Jersey residents, small businesses (fewer than 50 employees), governments, or schools. Covered electronic devices (CEDs) are defined as follows:

- Televisions (all sizes/types)
- Computer Monitors (all sizes/types)
- Computers (Desktop/Laptop/Tablet/E-reader)
- Printers
- Fax Machines

Collector represents that it is experienced in providing for the collection and consolidation of electronic waste from eligible covered entities and that it and its employees have all necessary licenses and permits to perform these services in the state of New Jersey and that it is familiar with the plans of RLG.

3. TERM OF CONTRACT.

3.1 The term of this Contract shall commence on February 1, 2023 and remain in effect until the end of calendar year 2023. Unless either party has given the other written notice of non-renewal at least 45 days prior to the end of the initial Contract period, the Contract term automatically shall be renewed for subsequent one year periods.

3.2 This Contract may be otherwise terminated by:

- (a) by either party without cause upon sixty (60) days prior written notice;
- (b) or by the non-breaching Party with cause upon the commission of a material breach of this Contract which is not cured within thirty (30) days after the breaching Party receives notice of such breach.

4. RESPONSIBILITIES OF COLLECTOR.

4.1 Collector promises and agrees to collect, consolidate, sort and package covered electronic devices as defined by the New Jersey Electronic Waste Management Act and in Exhibit A of this contract. Collector agrees that covered electronic devices provided by covered entities to Collector under this collection Contract will remain in a secure area under cover from the elements and be provided to RLG's designated recyclers. All services shall be subject to, and performed in accordance with, this Contract, hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

4.2 Conformance to Applicable Requirements.

A. All work prepared and executed by Collector shall be subject to the approval of RLG.

B. Non-Conforming Matter. Non-Conforming Matter is defined as non-electronic items of waste, including (without limitation) putrescible materials, municipal solid waste, medical waste and medical equipment, yard waste, construction debris, pressurized tanks, oil, gasoline, mercury containing devices, freon containing devices, and radioactive or hazardous substances or waste that are not inherent to covered electronic devices (such items being, collectively, "Non-Conforming Matter"). The Collector acknowledges that RLG's recyclers may lack the equipment, expertise, and/or legal right to process or dispose of Non-Conforming Matter. Therefore, RLG may, at its option, refuse to collect or accept, and may reject in its entirety, any load of covered electronic devices from any Collector's site that is either (i) contaminated with any hazardous materials or other Non-Conforming Matter that RLG's recycler is not qualified or able to safely process or dispose of (e.g., medical waste), or (ii) in RLG's recyclers' reasonable discretion is so contaminated with Non-Conforming Matter as to make the processing of such covered electronic devices impractical or unreasonably burdensome.

4.4 Coordination of Services. For requesting pick-up of covered electronic devices, Collector agrees to use RLG's Order Management System or by email to ops@rev-log.com, or any such other email as RLG may from time to time designate in writing. If Collector receives notification that any such email has not been successfully delivered, Collector shall immediately call RLG at 1-866-337-1038. Collector also agrees to work closely with RLG staff in the performance of Services and shall be available to RLG's staff and consultants at all reasonable times.

4.5 Laws and Regulations. Collector agrees to collect, consolidate and report to New Jersey Department of Environmental Protection all covered electronic devices collected under this Contract in accordance with all local, state and federal laws, rules and regulations

5. RESPONSIBILITIES OF RLG.

5.1 RLG and/or its Recycler will furnish to the Collector all packaging materials necessary for the proper sorting and consolidation of covered electronic devices. Packaging materials include pallets, gaylords

and stretch wrap. RLG will report to the Collector on a monthly basis by weight and category of covered electronic devices collected and recycled in the previous month.

6. FEES.

6.1 Fees. RLG will pick-up and recycle covered electronic devices at no charge to the Collector in accordance with the New Jersey Electronic Waste Management Act. There will be no charges for transportation, packaging materials, processing of covered electronic devices or any other type of fee that could be related to the collection of covered electronic devices.

6.2 Reimbursement for Expenses. Collector shall not be reimbursed for any expenses or extra work unless authorized in writing by RLG.

7. TITLE TO COVERED ELECTRONIC DEVICES. Title to the covered electronic devices shall pass to the recycler upon delivery by Collector or pick up from Collector and shall remain at all times thereafter with the recycler.

8. INDEMNIFICATION.

A. Except as may be caused by the breach of this Contract or the negligence of Collector or its employees, RLG shall indemnify and hold harmless Collector, its employees, and its agents from all claims, actions, demands and judgments of any kind arising in full or in part from any act or omission of RLG, and their agents, servants, or employees, in any way relating to, arising out of, or incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to Collector, the defense of any such claims, actions, demands and judgments.

B. Except as may be caused by the breach of this Contract or the negligence of RLG or its employees, Collector shall indemnify and hold harmless RLG, its employees, and its agents from all claims, actions, demands and judgments of any kind arising in full or in part from any act or omission of Collector and their agents, servants, or employees, in any way relating to, arising out of, or incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to RLG, the defense of any such claims, actions, demands and judgments.

C. This provision is not intended to create any cause of action in favor of any third party against RLG or Collector or to enlarge in any way either Party's liability, but is intended solely to provide for indemnification of the Party from liability for damages or injuries of third persons or property arising from the other Party's performance hereunder.

D. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR CUSTOMER

GOODWILL IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR WHICH A PARTY HERETO IS ENTITLED TO RECEIVE INDEMNITY HEREUNDER. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

9. UNAVOIDABLE CIRCUMSTANCES AND FORCE MAJEURE. Neither Party shall be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, flood, strikes or other labor trouble, acts of God, legal acts of the public authorities, riot, war, rebellion or delays or defaults caused by public carriers, or acts or demands of the government in time of war or national emergency. If either Party is prevented from complying, either totally or in part, with any of the terms or provisions of this Contract by reason of any of the foregoing, or for any other causes beyond the reasonable control of that Party, then upon written notice to the other Party, the affected provisions and/or other requirements of this Contract shall be suspended during the period of such disability and the affected Party shall have no liability to the other Party in connection therewith. The affected Party shall use reasonable efforts to remove such disability within sixty (60) days of giving notice of such disability.

10. COOPERATION; COORDINATION. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Contract.

11. ASSIGNMENT OR TRANSFER. Collector shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any part of this Contract without the prior written approval of RLG, which shall not be unreasonably withheld. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

12. EXCLUSIVITY. For the period of this contract, Collector agrees to collect and consolidate covered electronics exclusively on behalf of RLG and will not give any material to any other party without written approval. RLG reserves the right to cancel this contact with no notice if this clause is broken.

13. COMPLIANCE WITH LAWS. Collector shall abide by all federal, state and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Collector is responsible.

14. RECORDS AUDITING AND RETENTION. Each Party shall use its good faith efforts to maintain complete and accurate records in connection with the collection and consolidation of covered electronic devices hereunder during the Term of this Contract and for at least three (3) years following the termination of this Contract. Upon the termination of this Contract, each Party shall provide to the other, upon reasonable request, access to all retained records. Notwithstanding the preceding, in no event shall either Party incur liability of any nature in the event any records are destroyed accidentally or lost under circumstances beyond that Party's reasonable control.

15. INDEPENDENT COLLECTORS/NO AGENCY. At all times and for all purposes hereunder, each Party shall remain independent and is not an employee of the other Party for any purpose. No statement contained in this Contract shall be construed so as to find an employment relationship between the Parties. Each Party is responsible for hiring sufficient workers to perform services/duties required of that Party by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf. It is understood and agreed that neither Party shall have the authority whatsoever to bind the other Party to any contract or otherwise. Each Party shall be responsible for the performance of any subcontractor that Party may retain.

16. CONSTRUCTION; REFERENCES; CAPTIONS. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Collector include all personnel, employees, agents, and subcontractors of Collector, except as otherwise specified in this Contract. All references to RLG include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Contract. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Contract.

17. WAIVER. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

18. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Contract shall be binding unless executed in writing and signed by both Parties.

19. SEVERABILITY. If any portion of this Contract is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. COUNTERPARTS. This Contract may be executed in one or more counterparts (including by means of faxed or emailed signature pages), all of which shall be considered one and the same Contract, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

21. ENTIRE CONTRACT. This Contract contains the entire Contract of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or Contracts. This Contract may only be modified by a writing signed by both parties.

22. NOTICES.

All notices permitted or required under this Contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

COLLECTOR:

Franklin Township
Department of Public Works
85 Locust Grove
Pittstown, NJ 08867

RLG:

Reverse Logistics Group Americas, Inc.
190 Middlesex Turnpike, Suite 206
Iselin, NJ 08830
Attn: Naomi Manahan, Operations Program Manager

Such notice shall be deemed made when delivered or mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

23. GOVERNING LAW AND VENUE. This Contract will be interpreted in accordance with the laws of the State of New Jersey. Venue shall be in Middlesex County. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

REVERSE LOGISTICS GROUP AMERICAS, INC.

FRANKLIN TOWNSHIP DPW

By: Naomi Manahan

Name: Naomi Manahan

Title: Operations Program Manager

Date: 2/3/2023

By: Frederick C. Roll

Name: Frederick Roll

Title: Superintendent of Public Works

Date: 03/09/2023

Exhibit A

All CEDs should be neatly stored in gaylords or palletized. Pallets and gaylords shall be replenished as needed by RLG's designated recycler. Pickup should be requested by contacting RLG Operations Team at ops@rev-log.com prior to the container having overflow. Items left outside of the container should be avoided and non-CEDs and/or debris will need to be disposed of by Collector.

How to sort CEDs for pickup:

- 1) CRTs
 - a. Television
 - b. Monitor
- 2) Flatscreen
 - a. Television
 - b. Monitor
- 3) All other CEDs
 - a. Desktop computers
 - b. Laptop computers
 - c. Monitors
 - d. Tablets
 - e. E-readers
 - f. Small-scale servers
 - g. Printers
 - h. Fax machines