

Northampton County
Electronics Management Plan
February 3, 2016

Effective November 15, 2010 Northampton County implemented an electronic waste recycling program that will benefit multiple municipalities, local businesses and citizens of the county. Materials to be recycled include but are not limited to:

| | | |
|----------------------------------|--------------------------------------|---------------------------------------|
| Hard Drives | Hard Drive Boards | Mixed Computer Fans |
| Media Drives | Telecom Board | Miscellaneous Computer Wire |
| AC Adaptor | Lithium Ion (Li-Ion) | Printers |
| Power Supply | Lithium Ion Polymer (Li-Ion Poly) | Copiers/Faxes |
| Keyboards | Nickel Metal Hydride (Ni-Mh) | House/office Phones |
| Mice | Nickel Cadmium Dry (Ni-Cd) | Consumer electronics - electric scrap |
| UPS (uninterrupted power supply) | Nickel Cadmium Wet (Ni-Cd) | Laptops |
| Docking Stations | Lead Acid (Pb Acid) | PC'S/Desktops - complete |
| Modems | Mixed Plastic - white WEE | PC's/Desktops - incomplete |
| Mother Circuit Board | Mixed Plastic - black WEE | Servers- modules |
| High Grade Circuit Board | Mixed Plastic - mixed color WEE | Servers- empty racks |
| Medium Grade Circuit Board | Mixed Plastic - non WEEE | Network Switch |
| Low Grade Circuit Board | Copper Yokes | Cable box w/HDD |
| CRT/Monitor Board | Degaussing Wire - Copper | Cable box without HDD |
| RAM | Degaussing Wire - Aluminum | Low Grade e-waste unclassified |
| Cell Phone (with Battery) | Heat Sinks - Copper / Aluminum | High Grade e-waste unclassified |
| Cell Phone (without Battery) | Heat Sinks - Copper (Clean copper) | #2 ICW @ 55% recovery |
| Ceramic Processor | Heat Sinks - Alum (100% clean) | #1 ICW @ 70% recovery |
| Metal Back Processor | Heat Sinks - irony alum/stainless | Small Electric motors - copper wound |
| Fibre Back Processor | Transformers - Copper | |
| Leaded Glass products (TVs) | CRT | Flat Screens |

Public Awareness

Northampton County is incorporating several levels of public education, regarding the electronics recycling program. Flyers will be posted at convenience site and in public buildings stating the electronic waste collection site, items accepted by the county for recycling, and explaining the landfill ban on CRTs and TVs. A public service announcement will be aired on local radio stations describing the landfill ban on electronics and options established by Northampton County.

Northampton County has one convenience site located at 260 Landfill Road, Jackson, N.C. available for citizens and businesses of the county to utilize. Materials are pre-sorted by solid waste personnel and palletized for pickup or delivery to electronic recycling vendor. Delivery or pickup of items is scheduled upon the request of the county.

Tracking and Reporting

The County will require electronic recycling vendor to provide a detailed data report that will include at a minimum the weight and general type of material collected. The data provided must report televisions and other pre-sorted items separately. This information is provided in the Solid Waste and Materials Management Annual Report provided to NCDENR by September 1 of each year.

Interactions with other local governments

All municipalities in Northampton County participate in the County's Solid Waste Management Plan. The convenience site stated above serves for all citizens and businesses of the county and in any municipality.

Funds

The County has established a local account to receive funds in a separate line item from the state's electronics management fund, and these funds will only be used for operating and promoting the electronics recycling program. Funds will also be used to assist in costs for disposal of certain electronics material. The County will use the invoice system to track any expenditures.

Documentation of Vendor

A copy of the service of work agreement with the County's electronic vendor and a copy of the vendor's R2 certification document can be found in Appendix A of this Plan.

Appendix A

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made as of February 3, 2016 by and between Northampton County, North Carolina, ("Client"), and SYNERGY RECYCLING, LLC ("Synergy"). Client and Synergy are referred to in this Agreement as the "Parties". In consideration of the mutual promises set forth below, the Parties agree as follows:

1. SCOPE AND TIMING OF SERVICES

Synergy will perform electronic scrap recycling services for Client (the "Services") described in Exhibit A, which is incorporated by reference as if fully set forth. Synergy will provide all supervision, labor, supplies and equipment necessary to perform the Services. Synergy will perform the Services in a timely manner according to the schedule set forth in Exhibit A. Synergy will notify Client upon discovery of any event, condition or circumstance that will impair its ability to perform any of the Services, including equipment failures or shutdowns.

2. STANDARD OF CARE

Synergy will perform the Services in accordance with the standard of care and diligence normally practiced by recognized firms in performing Services of a similar nature. Synergy warrants and represents that it and its employees, agents and subcontractors have the knowledge, expertise, capability, certifications, licenses, training, insurance and experience necessary to perform the Services.

- a. All Services will be performed in compliance with all applicable laws, regulations and ordinances and other legally enforceable requirements.
- b. Synergy will maintain all permits, licenses or other approvals necessary to perform the Services, and upon request will furnish copies to Client before beginning the Services. Synergy will immediately notify Client if such permits, licenses or approvals are suspended, revoked or expired, or if any action is initiated by a regulatory agency or other person that affects or may affect such permit, license or other approval.
- c. Synergy will notify Client immediately upon receipt of a notice from any governmental entity of a violation of applicable laws, regulations or ordinances at any facility where Services are performed under this Agreement.
- d. Synergy will erase all electronically stored information in the Materials, unless Client requires other destruction steps as described in Exhibit A.

3. NON-CONFORMING MATERIALS

If the materials provided by Client do not conform to the descriptions in this Agreement or in Exhibit A, Synergy may, at its option, return them to Client or require Client to remove and dispose of them at Client's expense, and reimburse Synergy for any expenses Synergy has incurred in handling the non-conforming materials.

4. CHARGES AND PAYMENT TERMS

Synergy's charges and the payment terms for its Services are set forth in Exhibit A. The Party required to pay the other Party under this Agreement agrees to make full payment within thirty (30) days from the date of each invoice. Any balances that remain unpaid after that time period has expired will bear interest at the rate of six percent (6%) per year until paid.

Upon Client's request, Synergy will provide to Client additional reasonable documentation of any charges in its invoices. If Client disputes any such charges, Client may withhold from payment any charges that Client reasonably believes to be inappropriate or incorrect until such documentation is provided or until any errors are corrected. Client will pay the undisputed portions of invoices pending resolution of the correct amount owed by Client. Any unpaid portion of an invoice that ultimately is determined to be appropriate will bear interest in the same manner as other unpaid balances.

5. SUBCONTRACTORS

Synergy will not assign, delegate or subcontract any Services or any of its obligations under this Agreement without the prior written consent of Client.

6. TERM AND TERMINATION

This Agreement will take effect on February 3, 2016 and will remain in effect for five (5) years thereafter; however, the Agreement may be terminated by either Party for any reason upon sixty (60) days notice to the other Party. Either Party also may terminate this Agreement upon the occurrence of any of the following:

- a. If the other Party fails to cure a material breach of or default in any of its obligations under this Agreement within thirty (30) days of receiving written notice of such default from the other Party; or
- b. Immediately upon written notice if the other Party becomes the subject of proceedings relating to bankruptcy or insolvency, or makes a general assignment for the benefit of its creditors.

7. NOTICES

Any notice to be given under this Agreement will be in writing and delivered personally, sent by national next-day courier service, or sent by certified or registered mail, postage prepaid, return receipt requested, addressed to the Party at the address shown on Exhibit A. Either Party may change its address for purposes of this Agreement by providing notice of such change to the other Party. All such notices will be deemed to have been given on the date of confirmed receipt if personally delivered or sent by overnight courier service, or on the third business day following mailing if sent by certified or registered mail, postage prepaid, return receipt requested.

8. CONFIDENTIAL INFORMATION

During the term of this Agreement and thereafter, each Party agrees that it will not disclose or use any of the other Party's Confidential Information. "Confidential Information" means any oral, written, electronic or graphic information, including without limitation information relating to Client's or Synergy's processes, products, technology, sales and profits, pricing, and other financial data, and service improvement recommendations. If the Party that has received such Confidential Information (the "Recipient") becomes obligated to produce the Confidential Information under order of a court of competent jurisdiction, it will give written notice immediately to the Party that disclosed the Confidential Information (the "Disclosing Party") and will disclose such information only to extent required by law. Upon termination of this Agreement or upon the prior demand of the Disclosing Party, the Recipient will immediately destroy all Confidential Information and all materials containing Confidential Information then in the Recipient's possession or control. Nothing in this Agreement, however, will prevent the Recipient from disclosing to others or using in any manner information that the Recipient can show:

- a. Has been published and has become part of the public domain other than by acts, omissions or fault of the Recipient or its employees; or
- b. Has been furnished or made known to the Recipient by third parties (other than those acting directly or indirectly for or on behalf of the Recipient) as a matter of legal right without restrictions on its disclosure; or
- c. Was in the Recipient's possession prior to its disclosure by the Disclosing Party.

9. FORCE MAJEURE

If either Party is unable to perform its obligations under this Agreement by reason of any event beyond its reasonable control and without its fault or negligence, that Party may postpone the Services dates or modify any Service request in whole or in part to such extent as is reasonable under the circumstances, without any obligations or liability to the other Party.

10. INDEMNIFICATION

- a. To the extent allowed by law, Synergy agrees to indemnify, defend and hold harmless Client and its officers, directors, employees and agents from and against any and all claims, damages, suits, penalties, obligations, fines and liabilities for injury or death to persons or loss or damage to property arising out of (1) any breach of this Agreement by Synergy; or (2) any negligent act, negligent omission or willful misconduct of Synergy or its employees, agents or contractors in the performance of this Agreement.
- b. To the extent allowed by law, Client agrees to indemnify, defend and hold harmless Synergy and its officers, directors, employees and agents from and against any and all claims, damages, suits, penalties, obligations, fines and liabilities for injury or death to persons or loss or damage to property arising out of (1) any breach of this Agreement by Client; (2) any negligent act, negligent omission or willful misconduct of Client or its employees, agents or contractors in the performance of this Agreement.
- c. Neither Party will be liable to the other for consequential, incidental or punitive damages. The indemnification made by each Party will survive termination of this Agreement.

11. INSURANCE

Synergy agrees to procure and maintain throughout the term of this Agreement at least the following insurance (where applicable) covering the Services:

- a. Workers' Compensation: Statutory
- b. General Liability (bodily injury and property damage - combined single limit): \$5,000,000 per occurrence, \$5,000,000 annual aggregate
- c. Automobile Liability (and MCS-90 Motor Carriers Act of 1980 endorsement): \$5,000,000 combined single limit
- d. Contractor's Environmental Pollution Liability - Sudden and Accidental: \$1,000,000 per occurrence, \$2,000,000 annual aggregate

Synergy agrees to submit to Client, promptly upon request, certificates of insurance evidencing its insurance coverage. The certificates will state that no policy may be canceled or materially altered, and the coverages may not be changed, without at least sixty (60) days prior written notice to Client.

12. RELATIONSHIP

In performing the Services, Synergy is an independent contractor, not an employee or agent of Client. Neither Party will have any right to enter into any contracts or commitments in the name of or on behalf of the other, or to bind the other in any respect. Except as specified in this Agreement, each Party will exercise its own discretion to select the means to be employed and the manner to be followed in carrying out its obligations. Synergy acknowledges that Client is not obligated to provide any Worker's Compensation Insurance covering Synergy's personnel.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and/or contemporaneous agreements and understandings, whether written or oral.

14. GENERAL PROVISIONS

- a. If any provision of this Agreement conflicts with a provision in Exhibit A, the provision in Exhibit A will prevail.
- b. This Agreement will be governed by the laws of the state where the specific Services at issue are performed.

- c. Any delay or omission in exercising any right under this Agreement, or any waiver of any single breach or default, will not be deemed to be a waiver of such right or of any other right, breach or default.
- d. This Agreement may be executed in two (2) counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory will be bound until both Parties have duly executed or caused to be duly executed a counterpart of this Agreement.
- e. If any part of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will nevertheless remain in full force and effect and will be construed as if such provision, to the extent that it is invalid, illegal or unenforceable, had never been contained in this Agreement.



Certificate of Registration

This certifies

Synergy Recycling, LLC

320 South Gibson Drive
Madison, North Carolina, 27025, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

Responsible Recycling® (R2):2013

as applied by the R2 code of practices

The organization has been audited by a certification body that is in conformance with ISO/IEC 17021 requirements and applicable ANAB requirements

Scope of Registration:

Electronics recycling, recovery and scrap reclamation and their associated products and services.



Certificate Number: C0098794-R22
Certificate Issue Date: 13-MAY-2014
Registration Date: 13-MAY-2014
Expiration Date *: 12-MAY-2017

Carl Blazik,
Vice President, Technical
Operations, NSF-ISR, Ltd.

NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

Authorized Registration and /or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.
*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org



| | |
|-------------------------------|------------|
| Date: | 12/15/2015 |
| Service/Material Quote | |
| Client Purchase Order Number: | N/A |

Client Invoice / Rebate Address

| | |
|----------|--|
| Company: | Northhampton County NC |
| Attn: | Jason Morris |
| Address: | Jackson NC |
| Phone: | |
| Email: | jason.morris@nhcnc.net |

Client Material Address (if different)

| | |
|----------|-----|
| Company: | |
| Attn: | |
| Address: | TBD |
| Phone: | |
| Email: | |

Job Scope: Synergy Recycling, LLC is proposing to manage your electronics materials for recycling. All commodities will be managed in accordance with applicable local, state and federal laws, rules and regulations.

FOB: Client Location

TERMS: NET 30 DAYS

| COMMODITY- MATERIAL DESCRIPTION | Price | Unit | Comments |
|---------------------------------------|---------|------|-----------------------|
| COMPUTERS- COMPLETE | \$0.15 | LB | PAYMENT |
| COMPUTERS- INCOMPLETE | \$0.05 | LB | PAYMENT |
| COMPUTERS- STRIPPED | \$0.00 | LB | NO PAY/NO CHARGE ITEM |
| LAPTOPS- COMPLETE | \$0.15 | LB | PAYMENT |
| LAPTOPS- INCOMPLETE | \$0.05 | LB | PAYMENT |
| MONITORS- CRT INTACT | -\$0.12 | LB | CHARGE |
| MONITORS- CRT HARVESTED | -\$0.20 | LB | CHARGE |
| MONITORS- CRT BROKEN | -\$0.30 | LB | CHARGE |
| MONITORS- LCD | -\$0.12 | LB | CHARGE |
| TELEVISIONS- CRT INTACT | -\$0.12 | LB | CHARGE |
| TELEVISIONS- CRT HARVESTED | -\$0.20 | LB | CHARGE |
| TELEVISIONS- CRT BROKEN | -\$0.30 | LB | CHARGE |
| TELEVISIONS- LCD | -\$0.12 | LB | CHARGE |
| SERVERS AND NETWORKING EQUIPMENT | \$0.15 | LB | PAYMENT |
| CELL PHONES | \$1.40 | LB | PAYMENT |
| MISCELLANEOUS ELECTRONICS | \$0.00 | LB | NO PAY/NO CHARGE ITEM |
| MISCELLANEOUS WIRE (CORDS AND CABLES) | \$0.15 | LB | PAYMENT |
| UNSORTED MATERIAL* | -\$0.20 | LB | CHARGE |

| SUPPLY DESCRIPTION | Price | Unit | Comments |
|---|---------|---------|-------------------------------|
| PALLETS AND GAYLORDS, SWAPPED ON ROTATION | \$0.00 | EACH | NO CHARGE |
| GAYLORDS NOT RETURNED TO SYNERGY | \$8.00 | GAYLORD | CHARGE FOR DESTROYED GAYLORDS |
| SHRINK WRAP- BOX OF 4 ROLLS, EACH 18" X 1500" | \$45.00 | BOX | CHARGE PER BOX OF WRAP |

| SERVICE DESCRIPTION | Price | Unit | Comments |
|---------------------|----------|-------|------------------|
| TRANSPORTATION | \$500.00 | TRUCK | CHARGE PER TRUCK |





| | |
|-------------------------------|------------|
| Date: | 12/15/2015 |
| Service/Material Quote | |
| Client Purchase Order Number: | N/A |

ADDITIONAL TERMS AND CONDITIONS

Packaging

- Materials should be packaged on pallets, in containers, or in such a manner as to allow unloading using a motorized forklift. Materials should be sorted into the following categories:
 - Computer monitors should be separated from other materials and placed loose wrapped on a pallet with cardboard between layers, we recommend placing similar sizes on pallets (e.g. 14-15" on one pallet, 17" on a pallet and 19-21" on another).
 - All televisions should be separated from other materials and wrapped on a pallet.
 - All CPU's should be separated from other materials and wrapped on a pallet.
 - Inkjet printers, keyboards, mice and other peripherals or miscellaneous electronic items may be mixed in gaylord boxes or other suitable containers.
 - **If items are not prepared to this specification, "unsorted material" charges will apply.**

Transportation

- If customer is providing transportation, please contact Synergy Recycling's logistics department at 336-548-7014 prior to sending material; this is required to schedule dock time for unloading, processing and documentation of the material.
- If Synergy is providing transportation, please advise to dock hours and appointment schedules.

Other Items

- This quote will be valid for a period of 30 days from date of quote. All additions, subtractions, or changes to quote must be done with written approval of Synergy Recycling. Once this quote is accepted by the client, pricing will be valid for the entirety of the relationship between Synergy and the client, unless it renegotiated by either party.
- "Complete CPU" defined as complete containing all components as it was originally built.
- "Incomplete CPU" defined as units missing up to two components.
- "Stripped CPU" defined as units missing more than two components.
- "Harvested" television or monitor defined as units that have been stripped of any non-CRT component (ie circuit boards, copper yokes, etc)
- "Broken" television or monitor defined as units that have a broken cathode ray tube
- Customer warrants that no liquid or unacceptable wastes will be shipped to Synergy Recycling. A list of unacceptable material follows.
 - Compressed gases, including propane tanks
 - Hazardous waste
 - Explosive materials
 - Flammable or ignitable materials
 - Reactive or toxic chemicals
 - Wood
 - Rubber
 - Tar
 - Insulation
 - Materials that contain polychlorinated biphenyls (PCBs)
 - Materials that contain asbestos
 - Infectious substances

- o Medical waste
- o Radioactive materials
- o Garbage
- o Rags
- o Dirt or debris
- o Aerosol cans
- o Fire extinguishers
- o Oil filled heaters
- o Items containing refrigerants
- o Glass and/or ceramic

*This list may not be all inclusive. If an item is in question, please contact your Synergy Recycling Account Executive. If any unacceptable material is received, customer is subject to charge.

- This document contains confidential information and cannot be duplicated or transmitted to other parties without the written approval of Synergy and the client.

Proposal prepared by:
Megan Benham
Account Executive
Synergy Recycling, LLC
mbenham@synergyrecycling.com
Mobile: 765-438-1297

Proposal Accepted by:

Client Representative

Date