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Department of Public Works

CITY OF NORTH TONAWANDA, NEW YORK

758 ERIE AVENUE
NORTH TONAWANDA, N. Y. 14120

PHONE: 695-8585
FAX: 695-8587

March 13, 2012

Honorable Mayor & Common Council
City Hall, 216 Payne Avenue
North Tonawanda, NY 14120

Re: Sunnking, Inc. Recycling Service Agreement

Honorable Body:

Attached please find a copy of the Recycling Service Agreement with Sunnking, Inc, 4 Owens Road, Brockport, NY 14420. This would provide removal and recycling services for end of life electronics and equipment to the North Tonawanda Department of Public Works for the agreed upon term outlined in the attached "Schedule A". This new agreement would double our existing contract revenue.

I recommend the Common Council approve this Recycling Service Agreement with Sunnking, Inc., subject to the approval of the City Attorney.

Very truly yours,

Bradley A. Rowles
Superintendent of Public Works

BAR/mbb

Attachment

cc: S. Nickerson, w/attachments
D. Jakubaszek
B. Rowles
S. Pachla
S. Kiedrowski
Public Works Recycling File
Journal

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SUNNKING
ELECTRONICS RECYCLING
WWW.SUNNKING.COM

3rd Party Certified Responsible Recycler

COMPLIANT, TRANSPARENT AND SECURE

SUNNKING INC.
4 OWENS ROAD
BROCKPORT, NY14420
P: 585-637-8365
F: 585-637-2282

March 7, 2012

City of North Tonawanda Department of Public Works
758 Erie Ave, North Tonawanda, NY 14120

Attn: Brad Rowles

Sunnking, Inc. Recycling Service Agreement

This service agreement (the "Agreement") is made and entered into on March 7, 2012 ("Effective Date") by and between Sunnking, Inc., hereafter to be referred to as (SK) located at 4 Owens Road, Brockport NY 14420, and **City of North Tonawanda Department of Public Works**, hereafter to be referred to as (CUSTOMER), located at **758 Erie Ave, North Tonawanda, NY 14120,** for (SK) to provide removal and recycling services for end of life electronics and equipment to (CUSTOMER) for the agreed upon term outlined in the attached "Schedule: A."

The parties hereby agree as follows:

1. Authorization
(SK) operates electronics recycling facilities at 4 Owens Road, Brockport, NY 14420; 384 Lee Road, Rochester, NY 14606; and 2 Benzel Court, Lancaster, NY 14086. It is regulated by the NY State Department of Environmental Conservation as an Exempt Electronics Dismantling and Recycling facility. The DEC has on record the required "C7" filings authorizing (SK) to accept and process electronic equipment as scrap. This notice is periodically updated by (SK). (SK) also has the authorization from the NYS DEC to receive and process electronic scrap. Our registration number under the NYS Electronic Equipment Recycling and Reuse Act is 00002.

2. Definitions
(SK)'s Agreement shall include the following covered electronics equipment (CEE). All discarded electronic devices including and not limited to Computers, Computer Peripherals, Monitors, Terminals, Wiring & Cabling, Miscellaneous Electronic Scrap, Keyboards, Mice, Computer Peripherals, Typewriters, Fax Machines, Microwaves, Printers/Scanners, Telecommunications Equipment, Televisions, Circuit Boards, Audio/Visual Equipment, Cell Phones, PDA's, Video Game Systems, Business Machines, Small Copiers, Network Equipment, UPS units, and Hubs & Routers and any other equipment designated under the New York State Electronic Recycling Equipment & Reuse Act.

Unacceptable electronic equipment according to this agreement shall include Refrigerators, Air Conditioners, Fluorescent Lamps, Select Batteries, Lawn Equipment, Kitchen Appliances, Personal Care Appliances and other items. No radioactive, volatile, highly flammable, explosive, biomedical, infectious, or other toxic or hazardous material will be accepted The term "hazardous material" shall include but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law.

3. Processing
(SK) shall take possession of the equipment upon receipt and recycle it by refurbishment for reuse, or by de-manufacturing. The de-manufactured equipment is converted into components or scrap metal, plastic or glass and shipped to end users or subsequent processors. Once received by (SK) the final disposition of the equipment is at the sole discretion of (SK) unless restrictions have been agreed to by (SK) and by the customer and are attached as part of this agreement. All revenue derived by (SK) from the resale of refurbished equipment, components or scrap is solely the property of (SK). (SK) warrants that all material received will properly managed in full compliance with all US EPA and NY DEC regulations as well as R2 (Responsible Recycling) requirements. (SK) will provide to (CUSTOMER) a complete list of scrap processing vendors it uses upon request. All downstream vendors are audited by (SK).

4. Data Management
All hard drives and media devices received in computers or other electronic equipment are either overwritten and erased, or physically destroyed and shipped to a smelter for metal recovery. Additional software and hardware solutions are available to customers if they so specify and additional charges may be incurred. Options for additional data management services must be made prior to the pickup of any individual load that will contain material requiring specialized data destruction service.

Use or disclosure of data contained on this sheet is confidential

SUNNKING INC.
4 OWENS ROAD
BROCKPORT, NY14420
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5. Documentation
(SK) shall provide to the customer documentation that their equipment has been received and processed. (SK) shall process the equipment in its facility on its own schedule. Statements for each load outline volume, weight and shipping date will be sent in timely fashion upon the receipt of the material.

6. Fees
(SK) shall pay for or charge for its recycling services according to the attached Schedule A. Determination of the quality or quantity of material received will be made by (SK) and will be accepted by the customer unless objected to within 10 days of the presentation of invoice or credit memo.

7. Pick up
(SK) will provide pick-up services either on a scheduled or as needed basis. (CUSTOMER) agrees to collect, package and store the minimum number of pallets of electronics according to the attached Schedule A. (SK) may also provide a 48' or 53' trailer to be spotted at (CUSTOMER) facility/location, if volumes are significant. In addition, (SK) will provide (CUSTOMER) with packaging supplies to include Gaylord boxes, pallets, shrink wrap and labels.

8. Term
This agreement shall be in full force for the agreed upon term outlined in the attached "Schedule: A" following the first pick up of materials. Both parties will notify each other of their intention to continue or terminate the contract 45 days prior to its expiration with a written letter.

9. Force Majeure
A party shall not be liable for nonperformance or delay in performance (other than the obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party including but not limited to, wars, hostilities, acts of terrorism, revolutions, riots, civil commotion, national emergency, strikes, lockouts, epidemics, fire, flood, earthquakes, force of nature, explosion, embargo, or any other Act of God, acts or omissions of transportation or carriers, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or government agency.

10. Confidentiality
All information shared by the Parties in this Agreement shall be considered confidential in nature. The information will not be used by either party in any way other than for the sole purpose identified by the scope of this Agreement

11. Choice of law
It is the intention of the Parties that this Agreement shall be governed, construed, interpreted and enforced under and according to the internal domestic laws of the State of New York, without regard to conflicts of laws principles.

12. Severability
It is the intention of the Parties that, should any provision of this Agreement be found invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

City of North Tonawanda Department of Public Works	Sunnking, Inc.
_____	_____
Print Name	Print Name
_____	_____
Authorized Signature	Authorized Signature
Date: _____	Date: _____

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SUNNKING INC.
4 OWENS ROAD
BROCKPORT, NY14420
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SCHEDULE: A

Date: March 7, 2012
To: City of North Tonawanda Department of Public Works
From: Sunnking, Inc.
Re: Sunnking, Inc. Recycling Service Agreement

The following is a service agreement between **City of North Tonawanda Department of Public Works**, hereafter to be referred to as (CUSTOMER), and Sunnking, Inc., hereafter to be referred to as (SK) to outline and detail the respective functions of an electronics recycling collection/consolidation site at **758 Erie Ave, North Tonawanda, NY 14120** with regards to the 2011 NYS Electronic Equipment Recycling and Reuse Act.

The overall objective of this relationship is to formulate a partnership pertaining to the collection/consolidation and processing of "covered electronic equipment" (CEE) within New York State. The following will outline the duties of each party involved;

SK - Organizer & End Processor/Recycler Agrees To:

- Provide reporting and a Certificate of Recycling/Destruction on volume (net weight) of collected CEE from (CUSTOMER) on a monthly and quarterly basis, and yearly reporting as required by the NYS DEC under the NYS Electronic Equipment Recycling & Reuse Act.
- Provide payment/rebate to (CUSTOMER) based on the volume (net weight) of collected CEE on a quarterly basis.
- Assist (CUSTOMER) with properly registering with the NYS DEC as a (SK) collection/consolidation site.
- Provide (CUSTOMER) with instructions for the safe and proper packaging and palletizing of collected CEE material. www.sunnking.com/proper-packaging.
- Provide transportation/logistics of collected CEE material from (CUSTOMER) location(s) to (SK) for processing. A minimum of **20** pallets of CEE are required for a pickup. Failure to maintain the minimum pickup or proper packaging requirements will result in (SK) withholding rebates from (CUSTOMER) for the pickup that does not meet the minimum requirements.
- Provide pallets, shrink wrap, gaylord boxes, and labels for (CUSTOMER) to safely and properly package and palletize collected CEE material.
- List (CUSTOMER) site on (SK) website. www.sunnking.com/escrap-drop-off/.
- Responsibly process/recycle all collected CEE in accordance with the NYS Electronic Equipment Recycling and Reuse Act, (SK) R2 Certification, NYS Department of Environmental Conservation, US EPA, and all state, federal, and international E-Scrap/E-Waste laws.
- Securely wipe and/or destroy all hard drives and private information in accordance with all HIPAA, FACTA, GLB and Sarbanes Oxley regulations as well as (SK) R2 Certification.

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(CUSTOMER) - Collection/Consolidation Site Agrees To:

- Register with the NYS DEC as a collection/consolidation site for the CEE material. (http://www.dec.ny.gov/chemical/65583.html)
- Operate as a manned "drop-off" site for residents, small business (under 50 employees), and not for profits (under 75 employees) for the agreed upon term outlined below from the date of the first CEE pickup by (SK).
- Have "drop-off" operations staffed during normal business hours of operation as specified by (CUSTOMER).
- Collect and store a minimum of **20** pallets of CEE and package collected CEE according to (SK) proper packaging requirements (www.sunnking.com/proper-packaging). Failure to maintain the minimum pallet or proper packaging requirements will result in (SK) withholding rebates from (CUSTOMER) for the pickup.
- Designate a secure storage area at (CUSTOMER) location that is protected from the outdoor elements for collected CEE to be staged until pickup by (SK). (CUSTOMER) CEE drop-off location must have ground level or dock level access.
- Label all pallets with (SK) supplied labels identifying the collection/consolidation site name.
- Promote/market the collection site availability to the surrounding community to encourage and enhance the volume of CEE material delivered and recovered from (CUSTOMER).

Financial Opportunity:

As a collection site, consolidation site, or a combination of the two, the financial opportunity will be based on volume (weight) of CEE material collected and delivered to (SK) for processing/recycling. (SK) will weigh and record the volume by pounds of CEE material recovered and incentivize the collection/consolidation site with a financial opportunity as follows;

Contract Term	Dollar Value Per Pound of Collected CEE
3 Year	$0.075/lb.

The above details outline the specifics of the partnership between the identified collection/consolidation site and (SK) with respect to the recovery of CEE material under the 2011 NYS Electronic Equipment Recycling and Reuse Act. By signing below, there is a mutual agreement to proceed with this process into a formal agreement to benefit both parties.

City of North Tonawanda Department of Public Works	Sunnking, Inc.
_____	_____
Print Name	Print Name
_____	_____
Authorized Signature	Authorized Signature
Date: _____	Date: _____

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