

**Confirmation of Transaction by Carroll County, Maryland
Under Master Service Agreement for Electronics Recycling Services**

This Confirmation is issued by Carroll County, Maryland (“County”) to New Horizons Supported Services, Inc. (“Contractor”) for services under the Master Service Agreement (“Agreement”) between the Northeast Maryland Waste Disposal Authority (“Authority”) and the Contractor dated December 12, 2018 for electronic materials collection, transportation, processing, disposal and recycling services (“Recycling Services”). This Confirmation is issued pursuant to Article 1 of the Agreement to confirm the County’s desire to enter into a Transaction with the Contractor, as described in the Agreement, for Recycling Services.

1. The provisions of Articles 1, 2, 3, 4, 5, 6 and 7 of the Agreement are incorporated by reference into this Confirmation.
2. The location of the Recycling Area, as defined in the Agreement, shall be at the Northern Landfill facility located at 1400 Baltimore Blvd., Westminster, MD 21157 in the Customer Convenience Center area.
3. The hours of operation of the Recycling Area shall be Monday through Friday 7:00 am to 4:30 pm and Saturday 7:00 am to 3:00 pm.
4. Collection Containers (Gaylord boxes, pallets and shrink wrap) will be provided by the Contractor. The number of Gaylord Containers (as defined in the Agreement) that shall be provided by the Contractor is: eight (8) Gaylord Containers onsite at all times, with a minimum of four (4) pickups by box truck per month with approximately five (5) Gaylord Containers picked up per week.
5. The Contractor will perform services with respect to the Other Acceptable Materials category as set forth in the Contractor’s Cost Proposal. The weighing procedures for

Acceptable Materials (as defined in the Agreement) shall be: the cab and trailer shall be weighed upon entering the Northern Landfill facility on the inbound scale. The trailer shall then be unloaded at the Customer Convenience Center area. The cab shall then exit the facility and be weighed on the outbound scale. The outbound weight (cab only) will be deducted from the inbound weight (cab and trailer) to determine the tare weight of the trailer. This tare weight will be stored by Carroll County. The cab shall then re-enter the facility to pick up a fully loaded trailer, the tare weight of which had previously been stored by Carroll County when it was dropped off at the facility. The cab and trailer shall weigh out upon exiting the Northern Landfill facility, and scale house staff shall deduct the cab weight and trailer weight from the total gross weight to determine the weight of the materials being collected. This net weight shall be recorded as part of the transaction record by Carroll County.

6. All Acceptable Material to be collected and invoiced for Recycling Services under this Confirmation shall include all Acceptable Materials listed under Article 2 of the Master Service Agreement, with the exception of CRT and flat screen computer monitors and televisions. Pursuant to the Master Service Agreement: Exhibit C, Request for Proposals, Section 3.8: "if a Contractor is in a pick-up contract for a Member Jurisdiction, the Contractor is responsible for all material that is taken from the Member Jurisdiction's Designated Collection Site(s). The Contractor may inspect and reject any non-Acceptable Material prior to departure from the Designated Collection Site(s); however, the Member Jurisdiction is not responsible for payment of any non-Acceptable Material taken to the designated Recycling Site."

7. The Contractor shall provide the Authority and the County with an invoice for all amounts payable by the fifteenth (15th) day of the calendar month immediately succeeding the calendar month for which service was provided. The County shall pay the Contractor within 30

business days following receipt of the Contractor's correct invoice. The following fee schedule, as provided in the Contractor's cost proposal, will be applicable for All Acceptable Materials under this Confirmation collected by the Contractor: the County will pay the Contractor \$0.31 per pound for All Acceptable Materials defined under this Confirmation. All pricing shall remain firm throughout the term of the Master Service Agreement and Confirmation.

8. By the 15th of each month, the Contractor shall transmit to the County a tonnage report detailing the composition of each load that was collected by the Contractor during the preceding month. The information included shall be the date, the total tonnage of the load and the tonnage of those materials that comprised the load, including but not limited to the following three categories: CRT monitors and televisions, flat screen monitors and televisions and miscellaneous other items.

9. Carroll County and the Contractor acknowledge that the Authority does not have any obligations to the County or the Contractor under this Confirmation, the Authority is not responsible for amounts due to the Contractor or from the County under this Confirmation or in connection with this Transaction, and has no liability to the Contractor or the County under this Confirmation.

10. The term of this Confirmation shall begin on the date the Contractor begins providing Recycling Services to Carroll County, which shall be January 16, 2019 and shall end on the expiration of the Authority's Master Service Agreement, June 30, 2023. However, the County may, without liability, terminate the Confirmation for its own convenience upon written notice to the Contractor at least 30 days prior to the effective date for such termination. In the event of any such termination, the Contractor shall only be entitled to compensation for the earned value of work performed up to the date of such termination.

11. Unless otherwise specified, the Contractor shall invoice the County directly in accordance with the contact information provided in Attachment A to this Confirmation. Any operational issues that need to be addressed shall be brought to the attention of the specified person listed in Attachment A to this Confirmation designated for these issues, if different from the first person.

12. In the event of conflict between the terms of the Agreement and this Confirmation, the terms of this Confirmation prevail.

IN WITNESS WHEREOF, the parties have signed this Confirmation of Transaction under seal and further, the parties have executed this Confirmation of Transaction effective the day and year last written below.

CARROLL COUNTY, MARYLAND

By: 
Deputy Director of Public Works

Date: 1-9-19

NEW HORIZONS SUPPORTED SERVICES, INC.

By: 
Ron Vaughn
Executive Director

Date: 1/3/19

Acknowledged on behalf of the Authority

By: 
Christopher Skaggs
Executive Director

Date: 1/15/19

Attachment A

County Representative

Maria Myers
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Contractor Representative

Richard Lambird
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Authority Representative

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