

ATTACHMENT 2

FEB 27 19  
10:08A

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

This Confirmation is issued by Montgomery County, Maryland (“County”) to Vintage Tech, LLC (“Contractor”) for services under the Master Service Agreement (“Agreement”) between the Northeast Maryland Waste Disposal Authority (“Authority”) and the Contractor dated January 3, 2019, 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 Shady Grove Transfer Station property located at 16101 Frederick Road, Derwood, MD 20855, in the Customer Convenience Center area.
3. The typical hours for trailer delivery to the Recycling Area shall be Monday through Saturday 8 a.m. to 4 p.m.
4. Collection Containers (Gaylord boxes, pallets and shrink wrap) will be provided by the Contractor. The Contractor shall provide three (3) Large Storage Containers (i.e. trailers as defined in the Agreement) onsite at all times, with 12-16 pickups per month, depending upon demand. CRT material will be loaded separately and ship to Kuusakoski Glass, LLC: 2022 W Townline Road, Peoria IL 61615 and all other Acceptable Material will ship to Vintage Tech-Kuusakoski Recycling: 13543 S Route 30, Plainfield IL 60544.

5. The Contractor will perform services under the Contractor's All Acceptable Materials cost proposal (incorporated herein). The weighing procedures for Acceptable Materials (as defined in the Agreement) shall be: the cab and trailer shall be weighed upon entering the Shady Grove Transfer Station 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 the 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 the County when it was dropped off at the facility. The cab and trailer shall weigh out upon exiting the Shady Grove Transfer Station, 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 the County. Upon exiting the Customer Convenience Center Area, all drivers must provide a description of the material in the trailer (either CRT material or Other Acceptable Material) to the scale house. Each driver must then accept and deliver a manifest from the scale house to the Recycling Facility destination, in order for the County to accurately track each shipment.

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. Pursuant to the Master Service Agreement: Exhibit C, Request for Proposals, Section 3.8: "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.” The Contractor will charge the Authority (on behalf of the County) for separate loads of CRT material from other Acceptable Materials in accordance with the Master Service Agreement and this Confirmation. 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 Contractor will charge the Authority and the Authority will pay the Contractor 1) \$0.18/pound for CRT Televisions & Monitors and 2) \$0.20/pound for All Other Materials defined under this Confirmation. A monthly average (as calculated at the end of each applicable calendar month) of loads must be a minimum of 20,000 pounds per load. If loads fall short of a monthly average of 20,000 pounds, there will be a \$200.00 charge per 2,000 pound shortfall. Total weights will be determined by the County scales at the Shady Grove Processing Facility and Transfer Station. All pricing shall remain firm throughout the term of the Master Service Agreement and Confirmation.

7. By the 10<sup>th</sup> of each month, the County shall transmit to the Contractor and Authority, a tonnage report based on the County’s scale records identifying each load that was sent to the Contractor during the preceding month. The Contractor will cross-check this report with their own records and inform the County and Authority of any discrepancies before invoicing. The information included shall be the date, the total weight 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. The Contractor shall provide the Authority with an invoice for all amounts payable by the twenty-fifth (25<sup>th</sup>) day of the calendar month immediately succeeding the calendar month for which service was provided. The County must also receive a copy of the invoice. The Authority shall pay Contractor within thirty (30) business days following receipt of the Contractor’s correct invoice.

8. The County and the Contractor acknowledge that the Authority shall have no obligations under this Confirmation, except that the Authority shall assist the County in the oversight, payment, and management of the services provided in the Agreement and shall retain the right to pursue any and all legal action on behalf of the County that may arise out of the Agreement.

9. The provisions of the attached insurance requirements are incorporated by reference into and made a part of this Confirmation as Attachment B.

10. The term of this Confirmation shall begin on the date the Contractor begins providing Recycling Services to the County, which shall be January 16, 2019 and shall end on the expiration of the Authority's Master Service Agreement, June 30, 2023.

11. Unless otherwise specified, the Contractor shall invoice the Authority in accordance with the contact information provided in Attachment A to this Confirmation. Any operational issues that need to be addressed by the County 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.

[SIGNATURE PAGE TO FOLLOW]

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.

**MONTGOMERY COUNTY, MARYLAND**

By: Willie Wainer 2/14/19  
Willie Wainer Date  
Chief, Division of Solid Waste Services  
Department of Environmental Protection

**VINTAGE TECH, LLC**

By: Hardi Rehder 2/21/19  
Date  
Title:

**Acknowledged on behalf of the Authority:**

By: Christopher Skaggs 2/15/19  
Christopher Skaggs Date  
Executive Director  
Northeast Maryland Waste Disposal Authority



## ATTACHMENT A

### County Representative:

Name: Theresa Souders  
Address: 16101 Frederick Road  
City, State, Zip: Derwood, MD 20855  
Phone: 240-777-6425  
E-mail: [Theresa.Souders@montgomerycountymd.gov](mailto:Theresa.Souders@montgomerycountymd.gov)

### Contractor Representative:

Name: Lisa Kneller  
Address: 13543 S. Rt #30  
City, State, Zip: Plainfield, IL 60544  
Phone: 630-210-5961  
E-mail: [lkneller@vintagetechnrecyclers.com](mailto:lkneller@vintagetechnrecyclers.com)

### Contractor Representative regarding Invoices:

Name: Justyna Sadowski  
Address: 13543 S. Rt #30  
City, State, Zip: Plainfield, IL 60544  
Phone: 815-676-1007  
E-mail: [justyna.sadowski@kuusakoski.us](mailto:justyna.sadowski@kuusakoski.us)

### Authority Representative

Name: Kitty McIlroy  
Address: 100 South Charles Street, Tower II, Suite 402  
City, State, Zip: Baltimore, MD 21201  
Phone: 410-333-2730  
E-mail: [kmcilroy@nmwda.org](mailto:kmcilroy@nmwda.org)

