



**Northeast Resource
Recovery Association**
(800) 223-0150
www.nrra.net



State Standard Plan E-Waste “Recycler A” Memorandum of Understanding

State Standard Plan Vendor:

Northeast Resource Recovery Association
2101 Dover Road
Epsom, NH 03201

Recycler A Location Manager:

SCOPE OF WORK: This Memorandum of Understanding is an agreement between your facility and NRRA to provide “**Recycler A**” consolidation services as part of the State Standard Plan for E-Waste Management.

Note that Recycler A’s have additional reporting and regulatory obligations, and, by definition, must also provide Collection Location and “Transporter” services. **Recycler A’s must register with ANR as both a “Recycler A” and a “Transporter.”**

Responsibilities of NRRA: NRRA is the vendor for the State Standard Plan and agrees to arrange for all transportation and recycling of covered electronic devices collected and/or consolidated at this location from covered entities, as described in the State Standard Plan, at no charge to the Location.

NRRA will neither pay the Recycler A for these materials nor seek payment from the Recycler A for these materials. Depending on your location, volume of material, end markets and additional services your location(s) provides to the Recycler, you may be compensated by Good Point Recycling or RMG according to their rate schedules (see attached rate schedule from GPR).

NRRA is responsible for providing information about the State Plan, your eligibility requirements, scheduling collections, providing transportation and recycling services, and billing. NRRA will provide a toll free number, email address, and guidance documents to assist the Recycler A in meeting required procedures, record-keeping, etc.

Payment: NRRA agrees to arrange for all transportation and recycling of covered electronic devices collected or consolidated at this location from covered entities, as described in the State Standard Plan, at no charge to the Recycler A. NRRA will neither pay the collector for these materials nor seek payment from the collector for these materials (see attached schedule for additional services options). Payment will be made to collectors by the recycler handling your material according to the schedule. This document indicates your acceptance of the attached these payment terms as fair compensation under the Vermont E-Waste law.

Responsibility of the Recycler A: Upon signature but not before July 1, 2011, your location(s) agrees to collect Covered Electronic Devices and Banned Electronic Devices from Covered Entities; to consolidate materials collected at other Collection Locations; track and manage those materials; and to ensure compliance with all laws, regulations, procedures, and guidance for **both Collection Locations, Recycler A’s, and Transporters** as found in:

- *S.77 and Vermont State Statute* (<http://www.leg.state.vt.us/docs/2010/Acts/ACT079.pdf>)
- *Procedures for Environmentally Sound Management of Electronic Waste* (http://www.anr.state.vt.us/dec/e-waste/pdfs/Posted%20Draft%20REVISED%20Procedure_051311.pdf)

- *Vermont State Standard Plan for Managing Electronic Waste* (<http://www.anr.state.vt.us/dec/e-waste/pdfs/AdoptedVermontStandardPlanAndAttachments.pdf>)
- Guidance Documents as provided by NRRA and its sub-contractors

Any and all of these documents are subject to change at any time. These documents include, but are not limited to, collector responsibilities to provide convenient access to all covered entities for all covered electronic devices banned from disposal in Vermont. The collector must protect items from scavenging, provide public information, collect materials without charge as required, protect used electronics from breakage, and follow all other instructions. Additional requirements include:

- Registration with the Secretary of ANR
- Receipt of Covered Electronic Devices from Vermont Covered Entities
- Separation of all non-covered or non-eligible devices from those covered under the plan
- Record keeping with assistance from NRRA as necessary
- Calling in for collections pick up when your facility is at 75% capacity and/or prescheduling pickups as per current operations with recyclers.
- Compliance with the list of prohibited practices.
- Confirm collection from only covered entities via Bills of Lading

COVERED ENTITIES: This understanding covers only electronic waste collected from the following parties:

- Residents of Vermont
- Charities incorporated in Vermont
- Vermont School Districts
- Vermont Businesses employing fewer than 10 people
- **This MOU also covers material collected from other Collection Locations (ie consolidated material)**

Materials collected from non-covered entities are outside of the scope of this understanding. Collection Locations and Recycler A's shall provide reasonable assurance, as defined in the above mentioned documents, that only materials collected from covered entities will be entered into the Plan.

COVERED DEVICES: Per State Legislation, regulation, and procedures, the following whole devices, collected at no charge from Covered Entities, will be segregated and entered into the plan. NRRA agrees to transport and recycle these materials, free of charge. Covered Devices include:

- Computers
- Computer Monitors
- Any Device containing a Cathode Ray Tube (CRT)
- Printers
- Televisions
- Computer Peripherals

BANNED DEVICES: In accordance with the State Standard Plan, Collection Locations will collect Banned Devices from Covered Entities. **Recycler A's are not obligated to consolidate Banned Devices, but may do so under arrangement with their Primary Recycler.** Collection Locations may charge for their collection, must segregate these materials from those collected under the Plan, and are prevented from disposing of them in landfills or scrap metal.

Banned Devices include:

- PDAs, MP3 Players and other personal electronics
- Electronic Game Consoles
- Fax Machines
- Wireless Phones
- Telephones
- Answering Machines
- VCR's
- DVD Players
- Digital Converter Boxes

- Stereo Equipment
- Electronic Device power cords & chargers

LIMITATIONS: This understanding covers all and only collection of covered electronic devices from covered entities at this location(s), as described in the State Standard Plan.

MATERIALS MANAGEMENT: Recycler A's must follow specific Materials Management procedures as outlined in the documents listed above and in NRRRA's "Recycler A Guidance Document." **These procedures include, but are not limited to, ensuring consolidated pallets or gaylords are segregated and unchanged between the Collection Location and Primary Recycler.** Additional sorting and management options may be available for Recycler A's with access to Certified Scales.

INDEMNIFICATION: By signing below, you are agreeing to be held responsible for any penalties levied against NRRRA for which your facility(s) are responsible under this understanding and state law and regulation. NRRRA agrees to be responsible for any penalties levied against your facility(s) for which it is responsible.

TERMINATION: Either party may terminate this agreement in writing with 30 days' notice. Any covered devices collected from covered entities prior to termination of this understanding will be collected and recycled per this agreement and the Vermont State Standard Plan. Materials collected after the termination will be the sole responsibility of the Collection Location and will be ineligible for inclusion in the State Standard Plan.

Failure to register as a Recycler A and Transporter with ANR, enforcement action against your facility by ANR, and/or failure to comply with regulations and procedures, are each grounds for immediate termination of this understanding.

RENEWAL: This understanding is in effect from the date of signing (below) until June 30, 2012, and is renewable for two (2) one-year periods from July 1 to June 30, thereafter, upon mutual agreement.

MEMORANDUM OF UNDERSTANDING: By executing this understanding, both parties consent to the terms and acknowledge that the Collector and Vendor are working as an independent agents, and not to be construed as employees, contractors, or agents of the other.

By signing below, you are indicating that your facility(s) meet the requirements for a collection location under the Vermont State Plan and agree to operate you facility(s) according to all applicable law, regulation, policy, and direction.

VENDOR

COLLECTION LOCATION AGENT

Mike Durfor
NRRRA

(signature)

(print)

Date _____

Date _____

Additional Locations Covered by this MOU: