

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/22/2021

Contract/Lease Control #: L10-0373-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: RECYCLE TECH CORP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2010

Expiration Date: 06/30/2013

Description of: REVERSE VENDING MACHINE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed: October 22, 2021

Cc: BCC RECORDS

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 7/28/10

Contract/Lease Control #: L10-0373-PW

Bid #: NA

Contract/Lease Type: EXPENDITURE

Award To/Lessee: OKALOOSA COUNTY

Lessor/Owner: RECYCLE TECH CORP.

Effective Date: 07/01/2010

Expiration Date: 06/30/2013

Description of Contract/Lease: REVERSE VENDING MACHINE

Department Manager: PW

Department Monitor: J. HOFSTAD

Monitor's Telephone #: 689-5772

Monitor's FAX # OR E-Mail: JHOFSTAD@CO.OKALOOSA.FL.US

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

Clerical Correction

LEASE # L10-0373-PW

RECYCLE TECH CORP.

REVERSE VENDING MACHINE SUB-LEASE

EXPIRES: 06/30/2013

August 25, 2010

MEMO TO: Jack Allen, Purchasing

FROM:  Jim Reece, Recycling

SUBJECT: Amendment #1 to Lease Agreement # L10-0373-PW, Recycle Tech Corporation

Request that the serial number and Polk County Asset Tag number on page one of the original lease agreement be changed to coincide with the actual equipment that was delivered on August 23, 2010:

- Serial number – RT#3111-0809-00-0
- Polk County Asset Tag number – BOCC# 51749

Jim,

651-7397

Review is complete. No changes. Please proceed with Requesting Board approval.

EXHIBIT D

Thanks. *Jack*

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: _____

Tracking Number: 181-09

Contractor/Lessee Name: Recycle Tech

Purpose: Sub-Lease Agreement for Reverse Vending Machine

Date/Term: 3 years (June 30, 2013)

1. GREATER THAN \$50,000

Amount: \$500.00 (delivery + installation)

2. GREATER THAN \$25,001

Department: Public Works (Recycling)

3. \$25,000 OR LESS

Dept. Monitor Name: J. Hefstad

Purchasing Review

Procurement requirements are met:

[Signature]

Date: 6/9/10

Contracts & Lease Coordinator

Risk Management Review

Approved as written:

[Signature]

Date: 6-10-10

Risk Management Director

County Attorney Review

Approved as written:

[Signature]

Date: 6/28/10

County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Date: _____

Contracts & Grants Manager



418 Falmouth Ave. 3030 Reynolds Rd.
 Elmwood Park, NJ 07407 Lakeland, FL 33803
 T: (201) 475-5000 T: (863) 665-3755
 F: (201) 475-5001 F: (863) 665-3866

REVERSE VENDING MACHINE SUB-LEASE AGREEMENT AND OUTPUT PRODUCTION

**NOTE: BCC approval
was on 7-20-10.**

THIS AGREEMENT is entered into by and between the following entities on the First day of July, 2010 (Effective Date) and RecycleTech Corp. ("RecycleTech"), having a principal office at:

Address: 418 Falmouth Ave.
 Elmwood Park, NJ 07407
 Telephone: (201) 475-5000
 Fax: (201) 475-5001

Okaloosa County, having offices at:

Address: Okaloosa County Recycling Office
 84 Ready Ave.
 Ft. Walton Beach, FL 32548
 Telephone: (850) 609-6168
 Fax:

LEASE # L10-0373-PW
 RECYCLE TECH CORP.
 REVERSE VENDING MACHINE SUB-LEASE
 EXPIRES: 06/30/2013

Purpose of Agreement

RecycleTech has the lawful authority to place a Reverse Vending Machine (RVM) that accepts empty PET bottles and empty aluminum beverage cans for the purpose of recycling and waste reduction, via a grant awarded by the State of Florida. Operator desires to obtain, via the grant and at the sole discretion of RecycleTech, a Reverse Vending Machine for the purpose of increasing the amount of PET bottles and aluminum cans recycled, through material volume reduction. All materials (PET plastic and aluminum) generated by the RVM is the property of the grantee and is expected to be recycled and **not** disposed of in the waste stream.

In accordance with the terms and conditions of the grant, the machine must and always remain in the State of Florida. The terms and conditions of the original grant/lease with Polk County and the State of Florida remain in effect and are not superseded by this sub-lease agreement.

Additionally, operator is responsible for submitting a monthly report to RecycleTech for submission to the state. The report format and instructions for submission will be provided prior to installation.

IN CONSIDERATION of the mutual promises herein, both parties intending to be legally bound, it is mutually agreed by and between the parties as follows:

1. **Duration of Agreement.** This Agreement shall commence upon the First day of July, 2010 and shall terminate on the 30th day of June, 2013, unless sooner terminated by other provisions in this Agreement.
2. **Equipment and Services.** RecycleTech shall provide, for the agreed upon compensation listed below, one complete Reverse Vending Machine capable of processing empty PET bottles and empty aluminum cans. This equipment's Serial Number is: **RT# 3111-0809-00-0** The Polk County Asset Tag number is: **BOCC# 51749** In addition hereto, RecycleTech shall deliver, install and setup the equipment at Operator's premises and shall train Operator's personnel in the adequate operation of the equipment at the Operator's expense.

3. **Delivery, Equipment and Services Price.** RecycleTech shall deliver the unit on or before July 31, 2010 (or upon a mutually agreed upon date). Operator shall pay RecycleTech the total sum of \$500.00 for the delivery and installation, which are not covered by the grant, on the day of delivery/installation. FOB Lakeland, Florida. (This contract excludes sales or use tax. It is the responsibility of the purchaser to pay sales or use tax where applicable.)
4. **Ownership.** At the end of the agreement, ownership of the equipment will be transferred from RecycleTech to Okaloosa County for a nominal fee of \$100.00 or less.
5. **Reporting.** The Operator is responsible for tracking the volumes of PET bottles and Aluminum cans processed by the RVM. Operator will be provided an electronic reporting document which will be submitted to RecycleTech on a quarterly basis as required by the terms of the grant.
6. **Disclaimer.**
 - A. Operator disclaims any and all warranties, whether expressed or implied, fitness for use and/or merchantability, as to all material generated by and through RecycleTech's Reverse Vending Machine.
7. **Representations by RecycleTech.** RecycleTech represents and warrants to Operator as follows:
 - A. the Reverse Vending Machine is capable of processing **EMPTY PET BOTTLES AND EMPTY ALUMINUM BEVERAGE CANS.**
 - B. the Reverse Vending Machine satisfies all minimum safety and design requirements imposed by Government and Industry standards; and
 - C. During the term of this Agreement, the Reverse Vending Machine shall be capable of performance for the intended use.
 - D. Operation of the Reverse Vending Machine does not violate patent rights, nor any federal, state, municipal, local or city ordinance(s) and/or statute(s); and
 - E.. RecycleTech's personnel, involved in the training of the proper operation of the Reverse Vending Machine are qualified and knowledgeable to teach the proper and adequate operation of the Reverse Vending Machine; and
 - F. RecycleTech shall promptly comply with all obligations of this Agreement.
 - G. RecycleTech is the lawful owner of the Reverse Vending Machine provided via state grant to Operator, and the Reverse Vending Machine is free from all encumbrances.
8. **Exclusions from Warranty.** Notwithstanding the foregoing, the following items are excluded from any warranty/service agreement by RecycleTech:
 - A. Switches, buttons, clearing of material jams, and cleaning of machine.
 - B. Operational misuse shall not be covered by any warranties/service agreement. Any and all materials other than **EMPTY PET BOTTLES and EMPTY ALUMINUM BEVERAGE CANS** that are put through this machine can

potentially damage the unit or cause a foreign object to become lodged inside the crushing mechanism or damage the crusher and/or associated blades.

9. Further Obligations....

By Operator: Operator agrees to:

- A. Pay for all utilities associated with the operation of the RVM
- B. Purchase any of the RVM wearable parts,
- C. Provide general maintenance for the RVM, including but not limited to, clearing jammed material and general cleaning,

By RecycleTech: RecycleTech agrees to:

- a. Provide competent personnel, at RecycleTech's expense to train Operator's personnel in the proper operation of the Reverse Vending Machine.

10. Indemnification.

- A. Operator hereby agrees to be responsible for any and all damages caused by the activities or negligence of its employees or agents.
- B. RecycleTech agrees to and does herewith indemnify and hold Operator harmless against all damages, debts, charges, claims, or liabilities (including attorneys' fees reasonably incurred by Operator) arising out of the breach of any representations and warranties made in this Agreement and/or default of any of the terms of this Agreement.

11. Miscellaneous.

- A. This Agreement shall not be amended, modified, or supplemented unless by agreement in writing signed by both RecycleTech and Operator.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Polk County, Florida.
- C. This Agreement shall not be construed so as to create rights in persons or entities other than Operator or RecycleTech, as third party beneficiaries or otherwise.
- D. The Recitals contained in the "**Purpose of Agreement**" are true and correct and are incorporated in this Agreement as part hereof.

IN WITNESS WHEREOF, this Agreement is executed on the date and year first noted above.

Okaloosa County Board of County Commissioners

BY: [Signature]
Signature
Wayne Harris, CHAIRMAN

Date: 7, 23, 10



ATTEST:
By: [Signature]
Signature

Gary J. Stanford, Finance Director

Date: 7, 26, 10

Print Name

RecycleTech CORP., a New Jersey Corporation

RecycleTech, Corp.
Daniel Chung, President
[Signature]
Signature

Date: July 13, 2010

ATTEST:
By: [Signature]
Signature

Patrick Anderson

Date: July 13, 2010

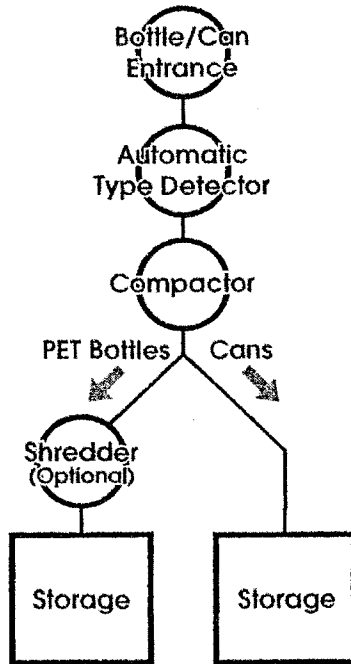
Print Name

RV Series

Reverse Vending Machine



How it works



Specifications

Model : MT-300

Outside Dimensions : 30"x18"x51" (WxDxH)

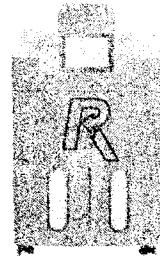
Storage Bin Dimensions : 12"x13"x16" (WxDxH)

Storage Bin Volume : 10.25 gallons

Power Requirement : 110V / 50 - 60 Hz

Motor Power : Compactor=1/2 HP
Shredder=1/2 HP

Process Capacity : 400 pcs / hour



Key Functions

Self Cleaning
with built in
compressor

Auto Stop
when the
bins are full

Auto Reset
of sensor after
an error occurs

Auto Reverse
when shredder
gets stuck

Auto Shut off
when motors
overheat

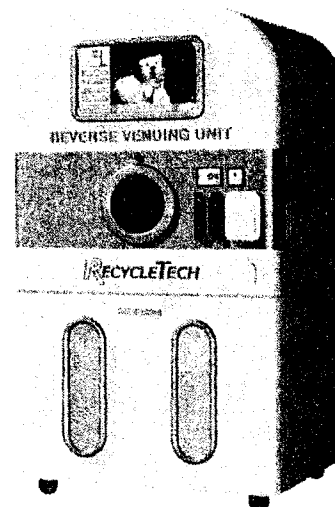
Remote Report
of problems via
wireless network

...and More

Coming Soon

Model Name : To Be Announced

- Larger LCD screen (17"-19")
- Larger Capacity
- Electronic Reward Issuing System
- Separate Waste Storage Bin



RECYCLETECH
Environment Savers

www.recycletechno.com
info@recycletechno.com

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Phone 201-475-5000 / Fax 201-475-5001