


**TOWN OF HARRISON  
VILLAGE OF HARRISON  
ATTORNEY'S OFFICE**

**MEMORANDUM**

E-11

TO: Richard Dionisio, Supervisor  
Members of the Town Board

FROM: Andrea C. Rendo, Deputy Village Attorney 

DATE: January 19, 2023

RE: **Standard Recycling Corporation Agreement**

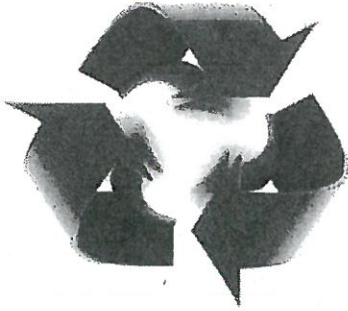
Attached for consideration is a proposed Agreement with Standard Recycling Corporation, who is the successor to County Recycling LLC and manages a Post-Consumer Textile Waste (PCTW) donation receptacle in Town.

I have reviewed the Agreement, deem it to be in order and accordingly request authorization for the Supervisor to execute same.

ACR:ld

Attachment

cc: Maureen MacKenzie, Comptroller



## STANDARD RECYCLING CORPORATION

891 Saw Mill River Rd

Ardsley, NY 10502

Phone: (914) 613-4871

Fax: 914-231-6288

Mr. Rich Dionisio,  
Supervisor/Mayor  
Alfred F. Sulla, Jr. Municipal Bldg.  
1 Heineman Place  
Harrison, New York 10528

Dear Mayor Dionisio,

My name is Anthony Sterbens I represent Standard Recycling Corp. We are the textile recycling company that added all of County Recycling locations to our company thru a business merger executed April 15<sup>th</sup> 2022. As the new company we want to detail our services to the Town of Harrison.

- Replace old recyclers located at Silver Lake Park with brand-new tamper-proof clothing recycling bins.
- Service the location 3x a week Monday, Thursday and Saturday.
- Provide liability insurance and workers compensation which are included with this proposal.
- Pay County Recycling arrears from April 15<sup>th</sup> 2022 to December 2022 \$1,800.00.
- Increase payment to the Town of Harrison from \$2,400.00 per year to \$3,600.00 per year to be paid in annual check upon execution of contract.
- Quarterly poundage reports to measure Textile Recycling efforts.
- Dedicated account representative.

I have enclosed your insurance requirements as well as a placement agreement to continue the successful Textile Recycling Program currently in place in the Town of Harrison.

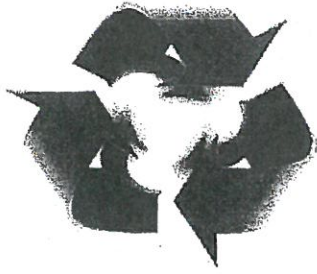
Any questions please don't hesitate to call me at 914-815-0097.

A handwritten signature in black ink, appearing to read "Anthony Sterbens".

Thank you

Anthony Sterbens

VP of Operations



## STANDARD RECYCLING CORPORATION

891 Saw Mill River Rd  
Ardsley, NY 10502  
Phone: (914) 613-4871  
Fax: (718) 665-0787

### PLACEMENT AGREEMENT

THIS PLACEMENT AGREEMENT is made on the January 1, 2023 BY AND BETWEEN, Town of Harrison ("Placesor") located at: 1 Heineman Place Harrison New York 10528 AND the Standard Recycling corp. (SRC) ("Placee") located at 891 saw Mill River Rd Ardsley NY 10502.

In consideration of the Agreement fees and other covenants contained herein, Placesor hereby grants Placee an exclusive Agreement to place one or more clothing collection/donation containers (the "Containers") in the mutually agreed upon location(s) listed in Exhibit "A" (the "Premises") for a term of 1 year commencing on January 01, 2023 (the "Commencement Date") and ending on January 01, 2024, (the "Termination Date") (the "Agreement Term"). Locations placed before the commencement date will be prorated. After the termination date, if not officially extended the contract will automatically renew on a yearly basis.

1. Compensation will be at a rate of \$3600.00 per year for 3 bins to be paid annually, upon bin placement. SRC will pay County Recycling arrears from April 2022 to December 2022 (\$1,800.00). See exhibit A for sites qualified for placement paid by placee
2. This Agreement is contingent upon Placee obtaining and maintaining, at its sole cost and expense, all necessary government approvals, if any, (the "Permits") for the placement of the Containers at the Premises and Placesor agrees to cooperate with Placee in obtaining and maintaining the Permits. Placee agrees to indemnify and hold Placesor harmless from any fines, losses or penalties incurred for placing the Containers at the Premises without the Permits.
3. Placee hereby agrees, at Placee's sole expense, to maintain and keep the area surrounding the Containers free of all debris, refuse, waste and other materials located in or around the Containers.
4. Placee hereby agrees to have the recycler serviced on a weekly basis or more often if required. Non producing sites can be removed at Placee determination and monthly compensation amended accordingly.
5. Placee hereby agrees to furnish and maintain general liability insurance for \$2,000,000 during the terms of this agreement, naming placesor as additional insured with a waiver of subrogation.

6. Placesor hereby authorizes Placee, at Placee's sole expense, to remove or cause to have removed any competing clothes collection bins that are currently or at any time during the term of this lease located on the Premises.
7. The Placesor shall not remove or authorize the removal of the **SRC** donation bins without notice and must do so via Certified Mail, Return Receipt Requested at the address listed below with no less than 15 day prior notice. Upon notice, placee shall remove bins immediately. If they are not removed Placesor shall remove.
8. This Agreement shall be governed by the laws of the State of New York and any dispute will be resolved by the courts of the State of New York
9. This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements and is binding upon the parties, their heirs, successors and assigns.
10. This Agreement shall not be modified or terminated orally and any changes to the Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties, after complete understanding and agreement have executed this Agreement or caused the same to be executed by their proper corporate officers on the date shown above.

**LICENSEE: STANDARD RECYCLING CORP.**

**PLACESOR:**

**NAME: ALEX FUTTER**

**NAME:**

**TITLE: PRESIDENT**

**TITLE:**

**Sign:** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **"Exhibit A" Site Locations**

Hereby authorize **Standard Recycling Corp.** to facilitate, manage and maintain a "Post Consumer Textile Waste" (PCTW) collection/donation initiative at the following locations:

1. Silver Lake Park Municipal Parking

\_\_\_\_\_  
Date: \_\_\_\_\_





Date; April 15, 2022

To whom it may concern:

I, Ted Fisher, am the sole owner of County Recycling and the clothing recycling containers that County Recycling places in public locations for the purpose of recycling used clothing. Whereas, County Recycling is going out of business Friday April 15, 2022, I am authorizing Standard Recycling to service the clothing containers. All the clothing collected will be the sole property of Standard Recycling.

Ted Fisher

Owner, County Recycling, LLC

Date; April 15, 2022

Alex Futter

Owner, Standard Recycling Corp.

Date; April 15, 2022



County Recycling, LLC.

800 Westchester Avenue Suite 641 North Rye Brook, New York 10580

o. 800.261.7099 f. 800.246-0208 w. [CountyRecycling.org](http://CountyRecycling.org)