

October 13, 2020

Ms. Cynthia A. Oravits, RMC
Town of Boonton
100 Washington Street
Boonton, NJ 07005

Re: Morris County M.U.A.
Rate Schedule Hearing For
Solid Waste Transfer Station Fees

Dear Ms. Oravits:

Enclosed please find a copy of Resolution No. 20-69, Resolution To Amend Rate Schedule Of The Morris County Municipal Utilities Authority – Solid Waste Transfer Station Fees, which was adopted at the MCMUA's Regular Meeting held on October 6, 2020.

Very truly yours,

A handwritten signature in black ink, appearing to read "Marilyn Regner".

Marilyn Regner
Secretary

Enclosure

New Office Location
214A Center Grove Road
Randolph, NJ 07969

Phone: (973) 285-8383 • Fax: (973) 285-8397 • E-mail: info@mcmua.com • Website: www.mcmua.com
located at 300 Mendham Rd. (Rt. 24), Morris Township, N.J. 07960



Printed on recycled paper

RESOLUTION NO. 20-69

RESOLUTION TO AMEND RATE SCHEDULE OF THE MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY – SOLID WASTE TRANSFER STATION FEES

WHEREAS, the Morris County Municipal Utilities Authority (“the Authority”) is authorized by the Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-1, et seq.) to establish rents, rates, fees and other charges and to amend the same from time to time so that the revenues of the Authority system including reserves, insurance, extensions and replacements, debt service, and to maintain such reserves or sinking funds therefor as may be required by the terms of any contract or as may be deemed necessary or desirable by the Authority; and

WHEREAS, the Authority desires to schedule a public hearing to amend the Rate Schedule of the Authority; and

NOW, THEREFORE, BE IT RESOLVED by the Morris County Municipal Utilities Authority in the County of Morris and State of New Jersey on this 6th day of October, 2020 as follows:

- 1) The Rate Schedule is amended, based on the current per ton transfer station tipping fees and average load weight per generator vehicle type, establishing flat fee disposal options for certain types of vehicles as well as establishing a cost recovery fee as follows:

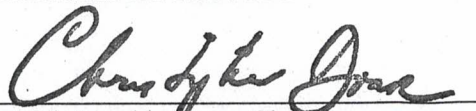
<u>Material</u>	<u>Vehicle Type</u>	<u>Fee</u>
Self-Generated Residential Flat Fee Disposal Rate	Passenger Vehicles (Cars and SUVs)	\$20.00 Flat Fee
Self-Generated Residential Flat Fee Disposal Rate	Pick-Up Trucks/ Vans	\$50.00 Flat Fee
Self-Generated Residential Flat Fee Disposal Rate	Large Exempt Vehicles/ Vehicles with Trailers	\$100.00 Flat Fee
Cost Recovery Fee	Responsible Party (RP)	Fee assessed to customer to recover costs incurred by the MCMUA due to customer’s improper (intentional or unintentional) use of its facilities, including but not limited to transfer stations and vegetative waste facilities, resulting in additional clean-up, disposal and/or repair costs. The fee shall be assessed on a per incident basis and shall equal the total labor, repair and service costs incurred by the MCMUA to handle the matter caused by such customer’s improper use of the transfer station.

- 2) A hearing concerning this proposed revision of the rates of the Authority shall be held on November 10, 2020 at the regular public meeting of the Authority commencing at 7:00 p.m. Due to the COVID-19 State of Emergency, the meeting will be conducted remotely using remote meeting software.
- 3) The Executive Director shall cause notice of the aforesaid hearing to be given in accordance with N.J.S.A. 40:14B-23 by:
 - a. Publishing a copy of this Resolution in two newspapers of general circulation in Morris County at least 20 days prior to hearing date; and
 - b. Mailing a copy of this Resolution to the Clerk of each municipality served by the Authority at least 20 days prior to the hearing date.
- 4) This Resolution shall take effect as provided by law.

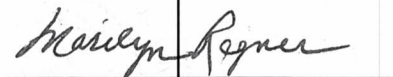
CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by the Morris County Municipal Utilities Authority at the Regular Meeting held on October 6, 2020.

MORRIS COUNTY MUNICIPAL
UTILITIES AUTHORITY

By: 
Christopher Dour, Chairman

ATTEST:


Marilyn Regner, Secretary

RESOLUTION NO. 20-70

RESOLUTION TO AMEND RATE SCHEDULE OF THE MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY – VEGETATIVE WASTE AND END PRODUCT FEES

WHEREAS, the Morris County Municipal Utilities Authority (“the Authority”) is authorized by the Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-1, et seq.) to establish rents, rates, fees and other charges and to amend the same from time to time so that the revenues of the Authority system including reserves, insurance, extensions and replacements, debt service, and to maintain such reserves or sinking funds therefor as may be required by the terms of any contract or as may be deemed necessary or desirable by the Authority; and

WHEREAS, the Authority desires to schedule a public hearing to amend the Rate Schedule of the Authority; and

NOW, THEREFORE, BE IT RESOLVED by the Morris County Municipal Utilities Authority in the County of Morris and State of New Jersey on this 6th day of October, 2020 as follows:

1) The Rate Schedule is amended pertaining to “Vegetative Waste and End Product Fees” as follows: Applicable to all fees charged by the Authority for acceptance of vegetative waste products and disposition of vegetative waste end-products from MCMUA vegetative waste facilities.

<u>Material</u>	<u>Generator Type</u>	<u>Fee</u>
Vegetative Waste- Acceptance of Lake Weed	Any	\$5.00 per CY
Vegetative Waste- Sale of Wood Mulch	MCMUA	\$10.00 per CY
Vegetative Waste- Sale of Unscreened Compost	MCMUA	\$5.00 per CY
Vegetative Waste- Acceptance of Wood Chips	Any	\$2.00 per CY
Vegetative Waste- Inbound Residential Sales- Dumping of various Vegetative Waste Materials	Morris County Residential- Passenger Vehicles or Trailers	\$20.00 Flat Fee per Vehicle or Trailer

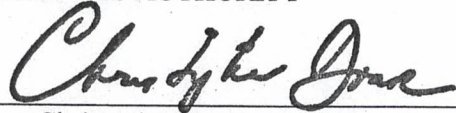
<u>Material</u>	<u>Generator Type</u>	<u>Fee</u>
Vegetative Waste- Residential Deliveries of Wood Mulch	MCMUA	\$150 for 5 CY \$210 for 10 CY
Vegetative Waste- Residential Deliveries of Screened Compost	MCMUA	\$155 for 5 CY \$220 for 10 CY
Vegetative Waste- Residential Deliveries of Unscreened Compost	MCMUA	\$100 for 5 CY \$125 for 10 CY

- 1) A hearing concerning this proposed revision of the rates of the Authority shall be held on November 10, 2020 at the regular public meeting of the Authority commencing at 7:00 p.m. Due to the COVID-19 State of Emergency, the meeting will be conducted remotely using remote meeting software.
- 2) The Executive Director shall cause notice of the aforesaid hearing to be given in accordance with N.J.S.A. 40:14B-23 by:
 - a. Publishing a copy of this Resolution in two newspapers of general circulation in Morris County at least 20 days prior to hearing date; and
 - b. Mailing a copy of this Resolution to the Clerk of each municipality served by the Authority at least 20 days prior to the hearing date.
- 3) This Resolution shall take effect as provided by law.

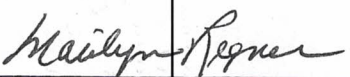
CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by the Morris County Municipal Utilities Authority at the Regular Meeting held on October 6, 2020.

MORRIS COUNTY MUNICIPAL
UTILITIES AUTHORITY

By: 
Christopher Dour, Chairman

ATTEST:


Marilyn Regner, Secretary

Morris County Municipal Utilities Authority
NOTICE

Due to the Covid19 State of Emergency, the 7:00 P.M., November 10, 2020 regular meeting of the Morris County Municipal Utilities Authority (MCMUA) will be held by conference call and the MCMUA offices will be closed during the meeting. Members of the public are invited to participate in the meeting by conference call. One half hour prior to the November 10, 2020 meeting, a telephone number will be posted on the MCMUA's website (<http://mcmua.com>) so members of the public can call in and participate in the November 10, 2020 MCMUA Board meeting, starting at 7:00 p.m.

Public will have access remotely to the following Public Hearings, which will commence at 7 p.m. on November 10, 2020: (1) Amend Water Rate Of Morris County Municipal Utilities Authority; (2) Amend Rate Schedule Of The Morris County Municipal Utilities Authority – Solid Waste Transfer Station Fees; and (3) Amend Rate Schedule Of The Morris County Municipal Utilities Authority – Vegetative Waste And End Product Fees. Call-in Information for the Public Hearings is the same as for the Regular Meeting noted above.

Larry Gindoff, Executive Director

Dated: October 13, 2020

Telephone: 973-402-9410
Facsimile: 973-316-8498
www.boonton.org

TOWN OF BOONTON
100 WASHINGTON STREET
BOONTON, NEW JERSEY - 07005

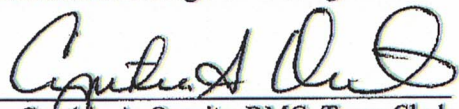


RESOLUTION 16-245

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN AUTHORIZING EXECUTION OF THE CURBSIDE
COLLECTION OF RECYCLABLE MATERIALS**

BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Boonton, County of Morris, and State of New Jersey, that the Mayor be and is authorized to execute an agreement by and between Morris County Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, with offices located at 300 Mendham Road, in the Township of Morris, County of Morris and State of New Jersey ("MCMUA") and the Town of Boonton from January 1, 2017 through December 31, 2019.

I, Cynthia A. Oravits, Municipal Clerk of the Town of Boonton, hereby certifies the foregoing Resolution to be a true and correct copy adopted by the Mayor and Board of Aldermen at a regular meeting of said governing body held on December 5, 2016.


Cynthia A. Oravits, RMC, Town Clerk

**AGREEMENT PROVIDING FOR
CURBSIDE COLLECTION OF RECYCLABLE MATERIALS**

THIS AGREEMENT, made the day of , 2016

BY AND BETWEEN: Morris County Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, with offices located at 214A Center Grove Road, in the Township of Randolph, County of Morris and State of New Jersey, ("MCMUA");

AND Town of Boonton, a Municipal Corporation of the State of New Jersey, located at 100 Washington Street, in the County of Morris and State of New Jersey, ("Municipality");

WHEREAS, the MCMUA desires to assist municipalities in meeting their recycling goals by providing curbside pick-up and a convenient outlet for disposal of recyclables; and

WHEREAS, pursuant to the Municipal and County Utilities Authority Law, N.J.S.A. 40:14B-1 et seq., the MCMUA may enter into a contract with a municipality for the provision of recycling services; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, (L.2007, c.63, s.2.), a Municipal Corporation and a County Utility Authority in the State of New Jersey are considered "Local Units". Local Units are encouraged and authorized to enter into agreements which promote the sharing and/or consolidation of services; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4(a)(3)(b), any agreement entered into pursuant to this section shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the director; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, local units entering into shared services agreements must adopt a resolution authorizing and clearly identifying the agreement and ensure that a copy of the agreement shall be open to public inspection at the offices of the local unit immediately after passage of a resolution to become a party to the agreement; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5(c), the agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement; and

WHEREAS, the MCMUA has entered and may, from time to time, enter into agreements with recycling markets to which municipalities in Morris County may become parties pursuant to the Uniform Shared Services and Consolidation Act; and

WHEREAS, this agreement shall supersede previous agreements entered into by the MCMUA and the Municipality providing for curbside collection of and for accepting, processing, and marketing recyclable materials; and

WHEREAS, the parties wish to enter into this new agreement to provide for the curbside collection of recyclable materials.

NOW, THEREFORE in consideration of the mutual covenants and agreements hereinafter mentioned, the parties agree as follows:

I. Scope of Agreement

The MCMUA agrees to provide a recycling vehicle(s) which will be used by MCMUA personnel to provide curbside collection to the Municipality. The collection units to be serviced shall include all single family and duplex residential units and any additional residential units/complexes listed on Schedule C along with any other entities listed on Schedule C. Collection shall exclude large businesses, industrial sources and any other generators which are not specifically included above or listed on Schedule C. Multi-family complexes which are specifically excluded are also listed on Schedule C.

All units to be serviced must place recyclables out for collection at curbside in containers no heavier than 50 pounds each when full with an approximate corresponding volume limit of 32 gallons each. The MCMUA will notify the Municipality when it has the ability to lift compatible containers, heavier than 50 pounds, using automated equipment. The MCMUA shall not provide "back door" collection service. The MCMUA shall not be required to provide containers for collection. For multi-family complexes, if included in the contract, the MCMUA may provide collection from specified rear-load dumpsters, but shall not provide those dumpsters. The MCMUA shall collect from rear-load dumpsters provided by the Municipality or the complex at multi-family complexes as agreed by the MCMUA and the complex.

II. MCMUA Responsibilities

- a) The MCMUA will maintain, operate and properly insure the aforementioned recycling vehicle(s) and obtain and provide fuel for same. Upon request, the MCMUA agrees to provide the Municipality with a Certificate of Insurance evidencing said coverage.
- b) The MCMUA will provide work crew(s) consisting of MCMUA personnel. The MCMUA will properly insure its employees.
- c) Utilizing the aforementioned vehicle(s) and work crew(s), the MCMUA will provide curbside pick-up of the recyclable materials as set forth in Schedule A attached hereto and made a part hereof ("Single Stream Recyclable Materials" or "SSRM"), at the locations as set forth in Schedule C, attached hereto and made a part hereof.
- d) The MCMUA will collect and remove SSRM from curbside as designated in Schedule A to a recycling market procured from time to time by the MCMUA. The Municipality has the option to collect Mixed Rigid Plastics at its recycling depot only. SSRM and Mixed Rigid Plastics ("Recyclable Materials") will also be removed from the municipal recycling depot.
- e) The MCMUA will remove all Recyclable Materials from the municipal recycling depot according to an established schedule. The Municipality may request additional hauls, which hauls the MCMUA will try to expedite within 48 hours of the call/request.

f) The MCMUA may provide roll-off containers for the hauling of Recyclable Materials from the municipal recycling depot or may haul containers provided by the Municipality ("Municipal Container(s)") or a combination of both. The current list of roll-off containers provided is set forth in Schedule D. The Municipal Container(s), if any, will be used in rotation with the MCMUA containers and other municipalities' containers, so that the Municipal Container(s) will not always be replaced at the Municipality's recycling center. In the event that a container is damaged, either while in transport or while located at a municipal recycling center or the recycling market serving the MCMUA, the MCMUA shall not be held liable unless the damage was due to negligence on the part of the MCMUA.

g) The MCMUA shall retain ownership of any equipment owned by the MCMUA and provided for use by the Municipality during the term of this contract.

h) The MCMUA reserves the right to refuse to provide collection of Recyclable Materials which have not been prepared for collection in accordance with the requirements set forth in Schedule A of this Agreement. The MCMUA may also refuse to provide collection to materials deemed unacceptable by the recycling market.

i) In the event a rejected load or portion of a rejected load, the MCMUA may charge the Municipality up to \$250.00 per rejected load or portion thereof, due to the additional time loading, handling and transporting.

j) The MCMUA will maintain operation records and will monitor and administer the operation of the collection program.

k) The MCMUA shall prepare monthly tonnage reports for Recyclable Materials collected from the Municipality.

l) The MCMUA shall provide non-compliance stickers to be used by the MCMUA pick-up crew(s) to designate unacceptable materials or improperly prepared or containerized materials as set forth in Schedule A.

III. Municipal Responsibilities

a) The Municipality shall adopt and enforce mandatory source separation for recycling of all mandated materials designated in the Morris County District Recycling Plan or amendments therein. Enforcement of recycling requirements must include the use of non-compliance stickers provided by the Municipality for use by the municipal or contracted solid waste hauler(s) designating unacceptable waste containing Recyclable Materials at the curb for collection.

b) The Municipality shall be responsible to maintain, at its own expense, any roll-off containers owned by the Municipality. The Municipality shall retain ownership of any equipment owned by the Municipality and provided for use by the MCMUA during the term of this contract, unless the ownership of that equipment is otherwise relinquished to the MCMUA.

c) The Municipality shall inform the solid waste hauler(s) in writing once every twelve (12) months, of the municipal ordinance which makes it illegal to dispose of mandated recyclable materials.

d) The Municipality shall provide an effective and on-going education and information program for all residents to insure participation in the single stream recycling program. On an annual basis, the Municipality shall further provide to the MCMUA copies of all instructions and educational material to be distributed to residents to promote participation in the Morris County Curbside Single Stream Recycling Program.

e) The Municipality shall answer all inquiries from residents regarding the Program and concerning materials designated unacceptable and contact the MCMUA at the end of each collection day with an address list of any unresolved inquiries.

f) The Municipality shall provide the MCMUA municipal route maps and shall conduct route orientation with the MCMUA supervisors, if necessary.

g) The Municipality agrees to comply with all rules and regulations adopted by the MCMUA regarding the Morris County Single Stream Curbside Recycling Program.

IV. Schedule of Operation

a) The schedule for curbside collection and the list of holidays which effect collection are set forth in Schedule B attached hereto and made a part hereof. Collections missed due to a holiday will be made-up on a day to be determined by the MCMUA at no additional cost to the Municipality.

b) The MCMUA reserves the right not to provide service on days of inclement weather, equipment breakdown or other event out of the control of either party. The Municipality will not be charged for any scheduled day(s) not worked and not made up. The MCMUA will notify the Municipality by 8:30 a.m. if the curbside collection must be canceled in the morning due to inclement weather, or as soon as possible in the event of inclement weather, equipment breakdown or other event out of the control of either party which occurs during the collection day.

c) If the Municipality wants to schedule a day to make-up a missed collection due to inclement weather, the MCMUA will, upon request, determine if a make-up can be scheduled. If a make-up collection is provided, the monthly billing will not be reduced.

d) The MCMUA crews normally arrive in the Municipality between 6:15 a.m. and 6:45 a.m. to begin curbside collection services.

V. Payment

a) The annual cost for services shall be according to the table below. The MCMUA shall bill the Municipality by voucher on a monthly basis prorated for one twelfth of the annual amount for the recycling service which is also listed in the table below.

	Annual Cost	Monthly Cost
From January 1, 2017 until December 31, 2017	\$133,276.26	\$11,106.36
From January 1, 2018 until December 31, 2018	\$135,941.79	\$11,328.48
From January 1, 2019 until December 31, 2019	\$138,660.62	\$11,555.05
From January 1, 2020 until December 31, 2020	\$141,433.83	\$11,786.15
From January 1, 2021 until December 31, 2021	\$144,262.51	\$12,021.88

b) In the event of a missed collection due to inclement weather, equipment breakdown or other event out of the control of either party, and no make-up collection provided, the amount to be billed for the month will be reduced as follows:

1/1/17 until 12/31/17 - \$133,276.26 divided by 26 collections = \$5,126.01 per collection
1/1/18 until 12/31/18 - \$135,941.79 divided by 26 collections = \$5,228.53 per collection
1/1/19 until 12/31/19 - \$138,660.62 divided by 26 collections = \$5,333.10 per collection
1/1/20 until 12/31/20 - \$141,433.83 divided by 26 collections = \$5,439.76 per collection
1/1/21 until 12/31/21 - \$144,262.51 divided by 26 collections = \$5,548.56 per collection

c) The MCMUA shall pay or invoice the Municipality 100% of the revenue earned or cost incurred from the sale of the Recyclable Materials. In the event that a payment is due to the Municipality for the marketing of Acceptable Materials, the MCMUA shall deliver a voucher for payment to the Municipality on a quarterly, semi-annual and/or annual basis in the discretion of the MCMUA, and shall deliver payment to the Municipality within 45 days after receipt of the duly executed voucher from the Municipality. In the event that a payment is due to the MCMUA for the marketing of Acceptable Materials, the Municipality shall deliver payment to the MCMUA within 45 days of receipt of an invoice from the MCMUA. Invoices shall be prepared and sent to the Municipality on a quarterly, semi-annual and/or annual basis at the discretion of the MCMUA.

d) For each single-stream roll-off load transported in a 40 cy open-top container by the MCMUA that weighs 3.40 tons or more, the MCMUA will credit the Municipality \$20.00. For each single-stream roll-off load transported in a 40 cy open-top container by the MCMUA load that weighs equal to or more than 2.70 tons and less than 3.40 tons, the MCMUA will credit the Municipality \$10.00. The credits will appear monthly on the invoice from the MCMUA.

VI. Indemnification

In addition to the other rights and remedies of the parties herein, the Municipality agrees to indemnify and hold harmless the MCMUA and the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Municipality's personnel arising out of this Agreement or any of the obligations assumed by the Municipality hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Municipality is solely or jointly responsible for such liability. In the event it is determined by a Court that the Municipality is not solely responsible for said liability, then the Municipality's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Municipality. The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation under this paragraph.

In addition to the other rights and remedies of the parties herein, the MCMUA agrees to indemnify and hold harmless the Municipality, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the MCMUA arising out of this Agreement or any of the

obligations assumed by the MCMUA hereunder, provided it is determined by a Court having the appropriate jurisdiction that the MCMUA is solely or jointly responsible for such liability. In the event it is determined by court that the MCMUA is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the MCMUA. The MCMUA, upon notice from the Municipality, shall resist and defend, at the expense of the MCMUA, such action or proceeding with counsel reasonably satisfactory to the Municipality. In addition, at its option, the Municipality may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the MCMUA's obligation under this paragraph.

VII. Assignment

The MCMUA, in its sole discretion, reserves the right to assign any or all of its rights and obligations without consent of any other parties to the County of Morris. Any other assignment of this Agreement by either party to this Agreement shall require the written consent of the other party.

VIII. Appropriation of Funds

This Agreement is subject to the availability, appropriation and certification by the MCMUA/Municipality of sufficient funds as may be required to implement this Agreement, and this Agreement may be terminated by the MCMUA/Municipality if sufficient funds are not available, appropriated or certified. The MCMUA shall notify the Municipality as soon as possible of the termination as a result of lack of appropriation of funds. The Municipality shall notify the MCMUA as soon as possible of the termination as a result of lack of appropriation of funds.

IX. Duration and Termination

This Agreement shall commence on January 1, 2017 and continue until December 31, 2019 unless sooner terminated by the MCMUA in accordance with the terms of this Agreement. This agreement shall be automatically extended for two additional one (1) year periods from January 1, 2020 until December 31, 2020 and January 1, 2021 until December 31, 2021, unless one party notifies the other in writing with at least ninety (90) days' notice of its intent to terminate.

IN WITNESS WHEREOF, the said parties have hereunto set their hands or caused these presents to be signed by their proper corporate officers and cause their proper corporate seal to be hereto affixed, the day and year first above written.

MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

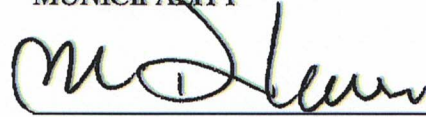
Glenn Schweizer, Executive Director

ATTEST:

Marilyn Regner

DATE:

MUNICIPALITY



Matthew DiLauri, Mayor

ATTEST:



Cynthia A. Oravits, Municipal Clerk

DATE:

12/5/16

SCHEDULE A RECYCLABLE MATERIALS

Acceptable Material

Material Collected at Curbside

“Single Stream Recyclables” (SSRM) consists of a mix of Container Mix and Fiber Mix recyclable materials, listed below, collected as a single materials stream mixed together in one or more containers. Weight limit is 50 pounds per container.

“Container Mix” (Bottles, Cans & Containers) consist of the following, loose, and commingled:

- Glass, transparent and translucent food and beverage bottles and jars of any color. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin-plated, food and beverage containers, all sizes. Empty and dry paint and empty aerosol cans. Paper labels are acceptable.
- Aluminum used beverage containers
- Clean Aluminum foil, pie plates and trays
- All plastic narrow neck bottles SPI Codes #1 and #2:

PET plastic bottles (SPI Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, some shampoo bottles; caps and labels are acceptable.

HDPE plastic bottles (SPI Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.

- All plastic food and beverage containers with SPI Codes



including but not limited to:



PET plastic food and beverage containers (SPI Code #1)



HDPE plastic food and beverage containers (SPI Code #2) Motor oil and anti-freeze containers are not acceptable.



LDPE plastic food and beverage containers (SPI Codes #4) – butter and margarine tubs



Polypropylene plastic food and beverage containers (SPI Codes #5) –yogurt containers



Other plastic food and beverage containers (SPI Codes #7) – mixed plastic containers

- Small Mixed rigid, bulky HDPE - defined as HDPE items (buckets including 5-gallon, crates, kitty litter, empty and dry plastic paint cans, toys, trays, bins, barrels etc.). This category often referred to as “Injection HDPE”.
- Cartons and aseptic containers – juice boxes, gable top milk and juice

“Fiber Mix” consists of the following, loose (not tied or bundled), and commingled:

- ONP - old newspapers and advertisement inserts, loose or placed in Kraft(brown) paper bags.
- OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags,
- OCC - old corrugated containers (cardboard) and that have liners of Kraft, jute, or test liner. OCC can be damp but not soaked. Wax coated OCC containers are not acceptable
- Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper - all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging including wet strength material used in beverage carriers. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone Books and soft cover books.
- Shredded paper in clear or translucent plastic bags.

Material Collected at the Municipal Recycling Center

All of the material listed above, will also be acceptable, Single Stream, from the Municipality's recycling center in roll-off containers. Additionally, if the Municipality chooses to collect them, Large and Small Mixed Rigid Plastic materials will be acceptable in a separate roll-off container at the Municipality's recycling center. These large items are not accepted at curbside and include those items which are too big to fit into a container set out at curbside. These include, but are not limited to plastic large toys, plastic sandboxes, plastic furniture.

“Unacceptable Material” is any material not specifically listed as Acceptable Material, including but not limited to:

- No Plastic Bags or bagged material in plastic film bags (newsprint may be placed in a Kraft bag) Notwithstanding the foregoing or any language to the contrary, shredded paper in clear or translucent plastic bags is an Acceptable Material.
- Loose shredded paper.
-  • Mirrors, window or auto glass, light bulbs, ceramics, any PVC or Polystyrene plastic containers with #3 or #6 on them or no # at all, oil or antifreeze containers, plastic bags, coat hangers, or any household items (such as toasters, cooking pots or pans, etc.)
-  • Hard cover books
- Hazardous, toxic, radioactive, or similarly dangerous material
- Food scraps or any other organic material
- Scrap metal
- Electronic Waste (batteries, cell phones, computers)
- Agricultural plastic (flower pots and trays)
- “Excessive Moisture or Snow Content” means an amount of moisture or snow that will negatively impact the processing ability of the recycling market (e.g., equipment jams), or that will create product conditions (e.g., clumping or insufficient separation) that are likely to cause downgrading or rejection by the outbound market.”

Other Recyclable Materials may be accepted as mutually agreed to by the MCMUA and the recycling market.

SCHEDULE B

SCHEDULE FOR SERVICES

Beginning on January 1, 2017 until December 31, 2021

Service shall be provided every-other Thursday, starting January 1, 2017, with the following tentative* holiday make-up collection(s):

2017

No holidays fall on scheduled collection days

2018

No holidays fall on scheduled collection days

2019

Thanksgiving Day – Thursday, November 28, 2019 - no collection

Make-up day tentatively* planned for Saturday November 30, 2019

2020

Thanksgiving Day – Thursday, November 26, 2020 - no collection

Make-up day tentatively* planned for Saturday November 28, 2020

2021

Thanksgiving Day – Thursday, November 25, 2021 - no collection

Make-up day tentatively* planned for Saturday November 27, 2021

The MCMUA collection crews work on the following holidays which fall on scheduled collection days: Veteran's Day.

*Annually, the MCMUA will provide a final list of collection dates including make-up dates.

MCMUA reserves the right to request that the Municipality change its collection day during the term of this contract.

Materials must be placed at the curb the night before the designated collection day.

Holidays Observed Annually by the MCMUA Curbside Program

MCMUA collection crews do not work on these holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

MCMUA collection crews work on these holidays:

Martin Luther King Jr. Day
Lincoln's Birthday
President's Day
Good Friday
Columbus Day
Election Day
Veteran's Day
Day after Thanksgiving

SCHEDULE C

Residential Sources:	Number of Units
Single family, duplexes and other residential units not listed below	2,838*
Boonton Housing Dev. at 122 Plane Street – central collection	60
Cherry Ridge (town houses with curbside collection)	32
Pilgram Apartments	23
Spruce Hill Condos (North Main St and Hillside Ave)	28
Deer Hill Condos (William and Union Street) – curbside collection	48
Deer Croft on Ross Drive	34
Deer Corft North on Hillside	18
Senior Housing (Chestnut Street)	15
<u>Boonton Ave (1 building) toward Woonton Street</u>	<u>8</u>
Total Units	3,104*

* Unit total was calculated using sewer billing from the sewer billing Clerk. Total units billed for sewer service in 2016 was 3,222. Included in that number is 36 for Board of Ed buildings and another 3 each for two church schools. This total of 42 units and the 76 units from Cherry Hill, which is excluded in this contract, were subtracted from 3,222 to get 3,104. The total of 2,838 was arrived at by subtracting the individual complexes listed (266 units) from 3,104.

Municipal Sources/Locations:	1
Municipal Building - (2 CY dumpster is owned by the MCMUA.)	

Schools/Churches (material is placed at curbside)	3
Our Lady of Mt Carmel School (Oak Street)	
St Cyril Sage Day School (Hill Street)	
Ada Budrick Child Care Center (220 Vreeland Ave)	

Dells Village (material is placed at curbside)	8
about 8 small businesses	

Units added during the term of the contract

The contract price will remain the same for new units added until the total cumulative new units added reaches 156 (equivalent to 5% of the 3,116 (3,104 + 12 other units) current units as set forth above). The 3,116 units will be used as the baseline. If and when the total cumulative new units added exceeds 156 units above the baseline, the MCMUA will meet with the Municipality to discuss the additional cost associated with the new units.

Excluded Generators

Generators which are specifically excluded are listed below. Any units not listed above are also excluded.

Multi-Family Complexes:

No other multi-family complexes are serviced including: Cherry Hill	76
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Institutional Sources:

No hospitals or industrial buildings are serviced by this Agreement.

SCHEDULE D
ROLL-OFF CONTAINERS PROVIDED

The MCMUA shall provide the following roll-off containers to the Municipality:

- Three (3) – 40 cubic yard open-top containers for SSRM
- One (1) – 40 cubic yard enclosed container for Mixed Rigid Plastic
- One (1) – 30 cubic yard open-top container for vegetative waste

The MCMUA will assess the need for the amount of roll-off containers and may make changes to the amount of containers provided.

The Municipality has provided the following roll-off container for use in rotation with other containers in the MCMUA system:

No containers are provided by the Municipality

SCHEDULE E

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27

For the purposes of this section, "Contractor" shall mean both the MCMUA and the Municipality.

During the performance of this contract, the Contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted County employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color,

national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**