



April 30, 2021

Ms. Gabrielle Evangelista
Clerk
Borough of Morris Plains
10 Robert Street
Wharton, NJ 07885

Dear Ms. Evangelista:

Re: Recycling Collection & Marketing Shared Services Agreement 2021-2025

Attached is a copy of the signed Shared Service Agreement and the MUA's Resolution 21-23.

Please call me at 973/631-5185 if you have any questions.

Sincerely yours,

A handwritten signature in blue ink that reads "Chris".

Chris Vidal
Recycling Customer Service &
Curbside Support
973/631-5185, cvidal@co.morris.nj.us

Attachments

RESOLUTION NO. 21-23

RESOLUTION AUTHORIZING THE MUTUAL TERMINATION OF THE CURRENT SHARED SERVICES AGREEMENT EFFECTIVE DECEMBER 31, 2020, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO PROVIDE FOR CURBSIDE COLLECTION, TRANSPORTING, AND MARKETING OF RECYCLABLE MATERIALS BETWEEN THE MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY AND THE BOROUGH OF WHARTON COMMENCING ON OR ABOUT JANUARY 1, 2021

WHEREAS, the provisions of the "New Jersey Statewide Mandatory Source Separation and Recycling Act," (N.J.S.A. 13:1E-99.11 et al.) (the "Act"), require every municipality in this State to provide for the source separation and recycling of marketable materials generated from residential premises within its jurisdiction; and

WHEREAS, pursuant to the Act, the Borough of Wharton ("Municipality" or "Borough") has adopted and enforces a mandatory source separation ordinance for Recyclable Materials; and

WHEREAS, the Morris County Municipal Utilities Authority ("MCMUA") desires to assist municipalities in meeting their recycling goals pursuant to the Act 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 contracts with municipalities for the provision of recycling services; and

WHEREAS, the MCMUA is authorized as a local unit pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., to enter into a contract with any other local unit to provide or receive any service that each local unit participating in the Agreement for the provision of any service which that local unit is empowered to render within its own jurisdiction; and

WHEREAS, uniform shared services agreements may be awarded apart from the competitive bidding requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the MCMUA and the Borough of Wharton entered into a Shared Services Agreement, dated January 1, 2017, to provide for curbside pick-up and disposition of recyclables services; and

WHEREAS, the MCMUA and the Borough of Wharton desire to mutually terminate the existing Shared Services Agreement effective December 31, 2020, and enter into a Shared Services Agreement incorporating a revised payment schedule that includes lump sum billing; and

WHEREAS, the MCMUA and the Borough of Wharton desire to execute a new five (5) year Agreement for curbside collection and marketing of recyclable materials commencing on January 1, 2021 and ending on December 31, 2025, and

NOW THEREFORE, BE IT RESOLVED by the Morris County Municipal Utilities Authority as follows:

1. Subject to a Resolution adopted by the Borough of Wharton is mutually terminated effective December 31, 2020.
2. The Executive Director of the MCMUA is hereby authorized and directed to execute the attached Agreement entitled "Agreement to Provide for the Curbside Collection, Transporting, and Marketing of Recyclable Materials Between the Morris County Municipal Utilities Authority and the Borough of Wharton commencing on or about January 1, 2021." See attached Exhibit 1..
3. This contract is awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Law.
4. The Authority's staff and consultants are hereby authorized to take all other actions necessary or desirable to effectuate the terms and conditions of this Resolution.
5. This resolution shall take effect immediately.

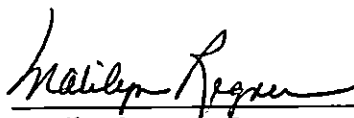
CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by the Morris County Municipal Utilities Authority at the Regular Meeting held on February 9, 2021.

MORRIS COUNTY MUNICIPAL
UTILITIES AUTHORITY

By: 
Christopher Dour, Chairman

ATTEST:


Marilyn Regner, Secretary

**AGREEMENT TO PROVIDE FOR CURBSIDE COLLECTION, TRANSPORTING AND
MARKETING OF RECYCLABLE MATERIALS BETWEEN THE MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY AND THE BOROUGH OF WHARTON
COMMENCING ON OR ABOUT JANUARY 1, 2021**

THIS AGREEMENT, made the 1st day of January, 2021

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 Borough of Wharton, a Municipal Corporation of the State of New Jersey, located at 10 Robert Street, in the Borough of Wharton, County of Morris and State of New Jersey, ("Municipality");

WHEREAS, the provisions of the "New Jersey Statewide Mandatory Source Separation and Recycling Act," (N.J.S.A. 13:1E-99.11 et seq.) (the "Act"), require every municipality in this State to provide for the source separation and recycling of marketable materials generated from residential premises within its jurisdiction; and

WHEREAS, pursuant to the Act, the Municipality has adopted and enforces mandatory source separation and anti-scavenger ordinance(s) for Recyclable Materials; and

WHEREAS, the MCMUA desires to assist municipalities in meeting their recycling goals pursuant to the Act by providing curbside pick-up of recyclables, transportation services and providing markets for disposition of Recyclable Materials; 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:65-3, (L.2007, c.63, s.2.), a Municipal Corporation and a County Utility Authority in the State of New Jersey are considered "Local Units" as defined within N.J.S.A. 40A:65-3, 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, by the Municipality 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 authorizing execution of such an 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 in the past entered into agreements and may, from time to time, enter into future agreements with recycling markets to which municipalities in Morris County may become parties, pursuant to the Uniform Shared Services and Consolidation Act ("Recycling Agreements"); and

WHEREAS, the parties wish to enter into a new agreement providing for curbside pick-up of recyclables, transportation services and providing markets for disposition 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 either the night before collection or no later than 6:00 a.m. on the morning of collection 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 appropriate dumpsters, but shall not provide those dumpsters. The MCMUA shall collect from appropriate dumpsters provided by the Municipality or the complex at multi-family complexes as agreed by the MCMUA and the complex.

II. MCMUA Rights and 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, "Recyclable Materials,"** 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, "Roll-Off Containers Provided."** 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. The MCMUA shall supply and maintain dumpsters for the locations specified on **Schedule C**.

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 of materials deemed unacceptable by the recycling market.

i) In the event of 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. The MCMUA agrees not to charge this fee for the first two (2) such loads in each calendar year. Alternatively, if the logistics are agreeable to the MCMUA's recycling market, and if the MCMUA does not need to be involved with any of the handling of the rejected material, the rejected materials can be handled directly by the Municipality, in which case, there would be no charge by the MCMUA to the Municipality. The Municipality will need to notify the MCMUA of its desire to operate under this option.

j) In the event of rejected loads or portion of rejected loads due to contamination, excessive moisture or snow content, the Municipality will be responsible for any garbage transfer station tipping fees.

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

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

m) 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 listed on **Schedule E, "Mandated Recyclable Materials, Morris County."** 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 mandated recyclable materials at the curb for collection.

b) The Municipality, or its agents, contractors, or subcontractors shall prepare or require the preparation of the Acceptable Materials according to the requirements set forth in **Schedule A**. The type of Acceptable Materials and the material preparation requirements of this Agreement may be subject to change as required by the recycling markets pursuant to the Recycling Agreements. The MCMUA shall inform the Municipality in writing of any changes in the type of Acceptable Materials or the material preparation requirements. Should the Municipality, or its agents, contractors or subcontractors deviate from the requirements of **Schedule A**, the MCMUA may terminate this agreement upon ten (10) days written notice to the Municipality.

c) The Municipality shall retain ownership of and shall maintain any equipment owned by the Municipality and provided for use by the MCMUA during the term of this Agreement, unless the ownership of that equipment is otherwise relinquished to the MCMUA.

d) 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.

e) The Municipality shall provide an effective and on-going education and information program for all residents which shall include the distribution of a notification at least twice a year, as set forth in the Morris County District Recycling Plan, to insure public awareness of the recycling mandate. Such a notification shall include instructions and/or educational materials which shall be distributed to residents to promote participation. These materials shall include, at a minimum, the list of recyclable materials accepted as set forth on **Schedule A**. Within thirty (30) days of execution of this Agreement and annually thereafter, the Municipality shall submit a copy of its proposed instructions and educational materials to the MCMUA for approval.

f) 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.

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

h) The Municipality agrees to comply and to direct its agents, contractors or subcontractors to comply with all rules and regulations adopted by the MCMUA regarding any applicable State, Federal, or local laws or regulations.

IV. Schedule of Operation

a) The schedule for curbside collection and the list of holidays is listed on **Schedule B, "Schedule for Services,"** attached hereto and made a part hereof.

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 and, if so, provide the Municipality with the make-up cost. The make-up cost will be billed in addition to the monthly cost as explained below. Holiday make-up collections are included in the annual cost and make-up days will be determined by the MCMUA in consultation with the Municipality.

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, 2021 until December 31, 2021	\$109,000.00	\$9,083.33
From January 1, 2022 until December 31, 2022	\$111,180.00	\$9,265.00
From January 1, 2023 until December 31, 2023	\$113,403.60	\$9,450.30
From January 1, 2024 until December 31, 2024	\$115,671.67	\$9,639.31
From January 1, 2025 until December 31, 2025	\$117,985.11	\$9,832.09

b) In the event of a missed collection(s) due to a holiday(s), the amount to be billed for the month will not be reduced, as the pricing takes holiday misses into account.

c) In the event of a missed collection due to inclement weather, equipment breakdown or other event out of the control of either party, the amount to be billed for the month will be reduced as follows:

1/1/21 until 12/31/21 - \$109,000.00 divided by 26 collections = \$4,192.31 per collection
1/1/22 until 12/31/22 - \$111,180.00 divided by 26 collections = \$4,276.15 per collection
1/1/23 until 12/31/23 - \$113,403.60 divided by 26 collections = \$4,361.68 per collection
1/1/24 until 12/31/24 - \$115,671.67 divided by 26 collections = \$4,448.91 per collection
1/1/25 until 12/31/25 - \$117,985.11 divided by 26 collections = \$4,537.89 per collection

d) The MCMUA shall invoice the Municipality for Recyclable Materials services on a monthly basis. The Municipality shall deliver payment to the MCMUA within 45 days of receipt of an invoice from the MCMUA. For the duration of this Shared Service Agreement, the MCMUA shall be solely responsible for the marketing of the Recyclable Materials, and payment of actual

costs of the same, if any. The Municipality shall not be responsible for any costs in connection with the Marketing of Recyclable Materials other than the monthly fee. The MCMUA shall receive any and all revenue, if any, from the Marketing of Recyclable Materials.

e) For each 30-cubic yard single-stream roll-off load transported by the MCMUA that weighs 2.50 tons or more, the MCMUA will credit the Municipality \$20.00. For each 30-cubic yard single-stream roll-off load transported by the MCMUA that weighs equal to or more than 2.00 tons and less than 2.50 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 County of Morris and MCMUA, including its officials, officers, employees, agents and assigns, 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 in performing the duties or obligations set forth in this Agreement or any of the obligations assumed by the Municipality hereunder, provided it is determined by a Court of competent jurisdiction that the Municipality is solely or jointly responsible for such liability. In the event it is determined by said 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 of Morris and MCMUA, shall resist and defend, at the expense of the Municipality, any such action or proceeding with counsel reasonably satisfactory to the County of Morris and MCMUA. In addition, at its option, the County of Morris and MCMUA 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 County of Morris and MCMUA agree to indemnify and hold harmless the Municipality, including its officials, officers, trustees, employees, agents and assigns, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the County of Morris and MCMUA arising out of this Agreement or any of the obligations assumed by the County of Morris and MCMUA hereunder, provided it is determined by a Court of competent jurisdiction that the County of Morris and MCMUA is solely or jointly responsible for such liability. In the event it is determined by said Court that the County of Morris and MCMUA is not solely responsible for said liability, then the County of Morris and MCMUA's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County of Morris and MCMUA. The County of Morris and MCMUA, upon notice from the Municipality, shall resist and defend, at the expense of The County of Morris and MCMUA, any 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 County of Morris and MCMUA's obligations 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, 2021 and continue until December 31, 2025 unless sooner terminated by the MCMUA in accordance with the terms of this Agreement.

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.

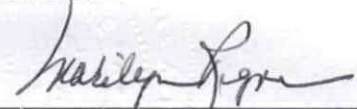
MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


Larry Gindoff, Executive Director

MUNICIPALITY


William J. Chegwidan, Mayor

ATTEST:


Marilyn Regner, Secretary

ATTEST:


Gabrielle Evangelista, Municipal Clerk

DATE:

4/28/21

DATE:

4/20/21

SCHEDULE A RECYCLABLE MATERIALS

Acceptable Material

Material Collected at Curbside

“Acceptable 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, delivered to Republic Services/ReCommunity located in Mine Hill, or another market as determined by the MCMUA.

“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, clean, and dry paint cans, 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.

- 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.



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

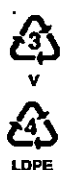
“Fiber Mix” consists of the following, loose (not tied or bundled), and commingled:

- ONP - old newspapers and advertisement inserts, loose.
- OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose.
- 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 Kraft paper grocery sacks.
- Junk mail - all dry, loose bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper - all dry, loose 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.

“Acceptable Large Rigid Plastic” – delivered to Republic Services/ReCommunity or other market as determined by the MCMUA.

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 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. 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, #4, #6 or #7 on them or no # at all, oil, gas or antifreeze containers, plastic bags, plastic film, 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, 2021 until December 31, 2025

Service shall be provided every-other Monday, starting January 11, 2021, with the following tentative* holiday make-up collection(s):

2021

Memorial Day, May 31, 2021; Labor Day, September 6, 2021. Make-up collection to be advised.

2022

Memorial Day, May 30, 2022; Labor Day, September 5, 2022. Make-up collection to be advised.

2023

Memorial Day, May 29, 2023; Labor Day, September 4, 2023; Christmas Day, December 25, 2023. Make-up collection to be advised.

2024

Memorial Day, May 27, 2024; Labor Day, September 2, 2024. Make-up collection to be advised.

2025

Memorial Day, May 26, 2025; Labor Day, September 1, 2025. Make-up collection to be advised.

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.

All units to be serviced must place recyclables out for collection at curbside either the night before collection or no later than 6:00 a.m. on the morning of collection in containers no heavier than 50 pounds each when full with an approximate corresponding volume limit of 32 gallons each.

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 Day¹
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
(To be reviewed and updated by the Municipality)

Residential Sources:	Number of Units
Single family	1,691
Overlook Village – curbside collection	108
<u>Wharton Gardens – central collection</u>	<u>48</u>
 Total Units	 1,847

Non-Residential: 2
These 2 locations receive weekly collection:
Fire Department (West Central Avenue and Roberts Street)
American Legion (99 North Main Street)

Businesses estimated to be 40

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 92 (equivalent to 5% of the 1,847 current units as set forth above). The 1,847 units will be used as the baseline. If and when the total cumulative new units added exceeds 92 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:

Brentwood Gardens (88 units) is not serviced by this Agreement.
No other multi-family complexes are serviced by this Agreement.

Institutional Sources:

No schools, 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:

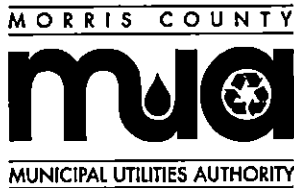
- Two (2) - 30 cubic yard open-top container for SSRM

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 container provided by the Municipality

SCHEDULE E



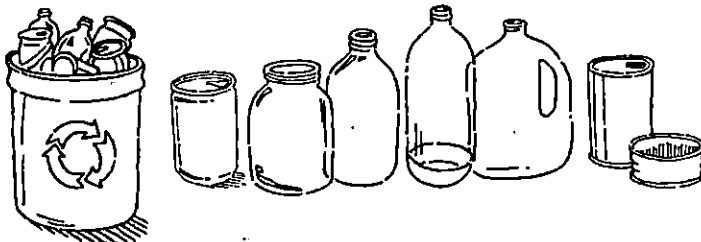
Mandated Recyclable Materials Morris County, New Jersey



The law requires all waste generators in Morris County to keep the materials that are listed below separate from garbage to be recycled ("source separation"). These materials must remain separated from garbage until they reach an appropriate recycling facility. Everyone is a waste generator and must keep the recyclable materials listed below separate from garbage whether at home, at work or at play. If a location does not have separate receptacles for these mandated recyclable materials, speak to the management and tell them recycling is the law. Waste generators include, but are not limited to, residents, (single-family homes, multifamily complexes, hotels), office buildings, businesses, schools, restaurants, shopping centers, medical facilities, government buildings, recreational areas, and construction sites.

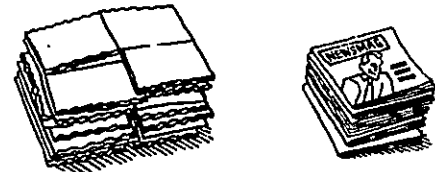
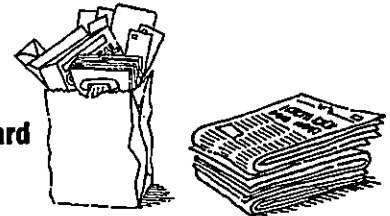
Bottles and Cans

- Aluminum Cans
- Glass Bottles and Jars
- Plastic Bottles (coded 1 and 2)
- Steel (Tin) Cans



Paper

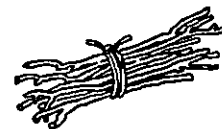
- Newspaper
- Corrugated Cardboard
- Mixed Paper



Mandated Organics

- Leaves
- Grass Clippings
- Brush

- Natural Wood Waste - Logs, Stumps, Branches and Other Wood Tree Parts.

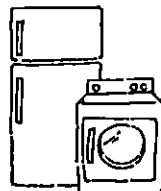


Additional Mandated Recyclables

- Used Motor Oil*



- Metal Appliances



- Whole Tires**

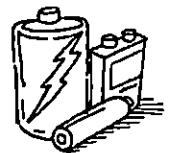


- Hazardous Dry Cell Batteries*

- Lead-Acid Batteries*

- Oil-Contaminated Soil

- Televisions, Computers, Tablets, Laptops, Monitors, Desktop Printers, Desktop Faxes



*For information on proper disposal of these items and other household hazardous waste, contact the Morris County Municipal Utilities Authority (MCMUA). See contact information below.

**Tires are allowed to be recycled and/or incinerated for energy recovery.

Definitions of Materials Mandated to be Source Separated and Recycled in Morris County, New Jersey

- **Aluminum Cans** - Cans made from aluminum that was manufactured to hold a serving of a beverage. Specifically omitted from this definition are aluminum foil and aluminum pie plates.
- **Glass Bottles and Jars** - Bottles and jars made from glass including clear, brown and green glass. A bottle is defined as a receptacle having a narrow neck and a mouth that can be corked or capped. A jar is defined as a wide-mouthed container that can be capped. Caps and lids not included. Specifically omitted from this definition are drinking glasses, windows, mirrors, light bulbs, and anything made of Pyrex® or ceramic.
- **Plastic Bottles (coded 1 and 2)** - Plastic bottles coded to indicate that they are comprised of the specific types



PETE



HDPE

of plastic compounds (polymers) known as polyethylene terephthalate (PETE) or high density polyethylene (HDPE). See symbols to the left. A bottle is defined as a receptacle having a narrow neck and a mouth that can be corked or capped. Caps and lids not included. Any item made of plastic that is not a bottle, and any plastic bottle without one of the symbols shown to the left is specifically omitted from this definition.

Empty bottles which contained hazardous materials, such as motor oil, antifreeze, etc. should not be recycled.

- **Steel (Tin) Cans** - An air-tight container for the distribution or storage of goods, composed of thin, usually ferrous, metal. Examples are soup cans and tuna fish cans.
- **Newspaper** - A publication containing news, information and advertising, usually printed on low-cost paper called newsprint. Newspaper may include glossy inserts which come with the paper, dependent upon the market conditions at the time.
- **Corrugated Cardboard** - Shipping containers made with kraft paper linerboard and corrugated medium.
- **Mixed Paper** - Various categories of recyclable paper including, but not limited to white and colored paper used in printers, photocopiers and fax machines, white and colored ledger paper, carbonless copy paper, construction paper, undeliverable mail, mailed promotional letters/advertisements/circulars, magazines, catalogues, envelopes, soft cover books.
- **Leaves** - Vegetative material, typically generated in the autumn when they fall from trees and then are raked from residents' and/or commercial lawns.
- **Grass Clippings** - Vegetative material generated when grass (lawns) is cut.
- **Brush** - Branches, woody plants and other similar vegetative material. Leaves and grass do not constitute brush.
- **Natural Wood Waste** - Logs, stumps, branches and other wood tree parts. Dimensional lumber is omitted from inclusion in this definition.
- **Oil-Contaminated Soil** - Non-hazardous soil that contains petroleum hydrocarbons (gasoline, diesel, kerosene, jet fuel, #4 & #6 heating oils and certain other refinery products including coal tar). This type of soil shall be determined to be non-hazardous in accordance with the standards set forth in N.J.A.C. 7:26.
- **Used Motor Oil** - Motor oil from motor vehicles, lawn mowers, boats, etc., which has served its intended useful purpose.
- **Lead-Acid Batteries** - Storage batteries in which the electrodes are grids of lead containing lead oxides that change in composition during charging and discharging, and the electrolyte is dilute sulfuric acid. These include starting batteries such as car batteries that deliver a short burst of high power to start the engine. In addition, they may include deep cell batteries found on boats or campers used to power accessories like trolling motors, winches or lights.
- **Hazardous Dry Cell Batteries** - Rechargeable batteries, such as nickel-cadmium, nickel-iron, nickel metal hydride, lithium ion, small sealed lead acid, etc. These are often used as substitutes for non-rechargeable batteries in standard sizes such as AAA, AA, C, D and 9V. Rechargeable batteries are commonly found in cordless tools, cellular and cordless phones, laptop computers, cameras, remote controls, toys, etc. Also included in this definition are non-rechargeable batteries that are hazardous as defined by the Resource Conservation Recovery Act ("RCRA"), regardless of the RCRA exclusion of household waste from the definition of hazardous waste pursuant to 40 C.F.R. 261.4(b). Non-rechargeable, hazardous batteries include older alkaline and carbon zinc batteries as well as silver oxide, mercury and magnesium button-type batteries, etc. It should be noted that domestically manufactured alkaline and carbon zinc non-rechargeable batteries made after circa 1994 eliminated mercury content to the point that they should not be considered RCRA hazardous and therefore are not included in this material category.
- **Metal Appliances** - Appliances composed predominantly of metal, and may include stoves, washing machines and dryers, for example, if the appliance is predominantly metal. Also included are air

conditioners, refrigerators and dehumidifiers if they are predominantly metal. If these appliances on the latter list contain refrigerants that are prohibited by the Clean Air Act from being knowingly vented, the refrigerant must be recovered accordingly.

- **Whole Tires*** - Tires that are whole, not chipped into small pieces. *Tires are allowed to be recycled and/or incinerated for energy recovery.
- **Televisions, Computers, Tablets, Laptops, Monitors, Desktop Printers and Desktop Faxes** – These listed electronic items are banned from the garbage in accordance with New Jersey's Electronic Waste Management Act and must be recycled at designated programs.

SCHEDULE F

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.**

**AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

Americans with Disabilities Act Compliance - The Parties hereby acknowledge and agree that both parties are public entities which are required to comply with the Americans with Disabilities Act.

The Contractor and the Owner do hereby agree that the provisions of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any actions available to it under any other provisions of this Agreement or otherwise at law.

R-72-21

**RESOLUTION AUTHORIZING THE BOROUGH OF WHARTON TO ENTER
INTO AN AGREEMENT WITH THE MORRIS COUNTY MUNICIPAL
UTILITIES AUTHORITY FOR CURBSIDE COLLECTION OF RECYCLABLE
MATERIALS**

WHEREAS, the Borough of Wharton has received a proposal from the Morris County Municipal Utilities Authority for curbside collection of and disposal of recyclable materials; and

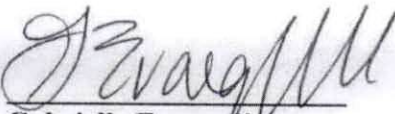
WHEREAS, this agreement shall be effective until December 31, 2025;

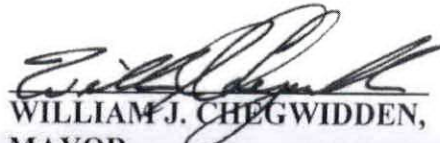
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Wharton that the aforesaid agreement with the terms set forth in the attached agreement be accepted and that the Mayor and Borough Clerk are hereby authorized to execute said agreement.

Adopted: April 19, 2021

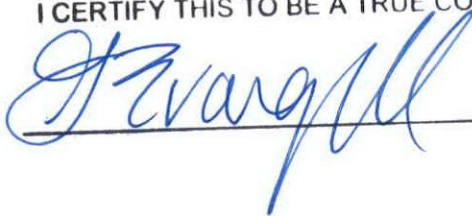
BOROUGH OF WHARTON

ATTEST:


Gabrielle Evangelista,
Municipal Clerk


WILLIAM J. CHEGWIDDEN,
MAYOR

I CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL

 (SIGNATURE)