

RESOLUTION 2026-135

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
CHATHAM, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE
EXECUTION OF A FIRST AMENDMENT TO SHARED SERVICES AGREEMENT
WITH THE MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY FOR
RECYCLING SERVICES**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and encourages local units of the State of New Jersey, including municipalities, to enter into agreements with any other local unit or units for the joint provisions within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Township of Chatham (“**Township**”) and the Morris County Municipal Utilities Authority (the “**MCMUA**”) seek to work cooperatively to provide recycling services to the residents of the Township in the most cost effective way; and

WHEREAS, in furtherance of the foregoing, the MCMUA and the Township previously entered into an agreement to provide for curbside collection, transportation and marketing of recyclable materials commencing January 1, 2026 (the “**Agreement**”); and

WHEREAS, the MCMUA and the Township desire to amend the Agreement effective on August 1, 2026, to also include the transportation and recycling of vegetative materials from the Township’s compost facility to the MCMUA’s vegetative recycling facilities for a fee of Two Hundred Fifty Dollars (\$250.00) for each container pull of Township-provided containers for vegetative recyclable materials, plus the cost of recycling at the MCMUA’s vegetative waste recycling facilities based on the current market rate (the “**Amendment**”); and

WHEREAS, the Township desires to authorize the Amendment which is attached hereto as Exhibit A, the final form of which shall be reviewed and approved by the Township Administrator and Township Attorney, and executed by the Mayor, subject to approval of the same by the MCMUA.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Chatham that authorization is given as follows:

1. The recitals set forth above are incorporated by reference as if set forth at length herein.
2. Subject first to approval via resolution by the MCMUA, the Mayor is hereby authorized and directed to execute the Amendment. The Clerk is hereby authorized and directed to attest to the signature of the Mayor on the Amendment and to deliver same to the MCMUA.

3. The Mayor, Chief Financial Officer and Clerk are hereby authorized and directed to take any and all action and execute and deliver any and all documents, certificates, agreements or instruments necessary to effectuate the transactions contemplated by this Resolution and the Amendment.
4. This Resolution shall take effect immediately.

Adopted: July 14, 2026

TOWNSHIP OF CHATHAM IN
THE COUNTY OF MORRIS

Attest:



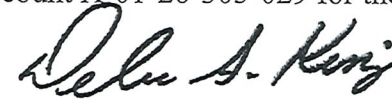
Gregory J. LaConte, Clerk

By 

Jennifer Rowland, Mayor

CERTIFICATION OF THE AVAILABILITY OF FUNDS

I hereby certify that sufficient funds are available to carry out the purpose of this Resolution in account X-01-26-305-029 for the respective budget year.



Debra A. King
Chief Financial Officer

Exhibit A
Amendment

**FIRST AMENDMENT TO AGREEMENT PROVIDING FOR CURBSIDE
COLLECTION, TRANSPORTING AND MARKETING OF RECYCLABLE
MATERIALS BETWEEN THE MORRIS COUNTY MUNICIPAL UTILITIES
AUTHORITY AND THE TOWNSHIP OF CHATHAM COMMENCING ON OR ABOUT
August 1, 2026**

THIS AGREEMENT, made the 1st day of August, 2026

BY AND BETWEEN: Morris County Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, with offices located at 370 Richard Mine Road, Borough of Wharton, County of Morris and State of New Jersey, ("MCMUA");

AND Township of Chatham, a Municipal Corporation of the State of New Jersey, located at 58 Meyersville Road, in the Township of Chatham, County of Morris and State of New Jersey, ("Municipality");

WHEREAS, the MCMUA and the Township of Chatham previously entered into an Agreement to Provide for Curbside Collection, Transporting and Marketing of Recyclable Materials commencing on or about January 1, 2026 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to also include the transportation and recycling of vegetative materials from the Township's compost facility to the MCMUA's vegetative recycling facilities; and

WHEREAS, such amendment is authorized pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

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

The Chatham Township/MCMUA Agreement is amended as follows:

- 1) **Schedule D – Roll-Off Containers Provided** shall be revised by adding the following section entitled "Chatham Township Roll-Off Containers Provided" at the end thereof:

SCHEDULE D

CHATHAM TOWNSHIP ROLL-OFF CONTAINERS PROVIDED

Chatham Township shall provide and maintain, the following containers/equipment necessary for the MCMUA to transport satisfactorily prepared vegetative materials from the Township's Compost site for recycling with the MCMUA at their two compost recycling facilities as listed below:

- Two (2) - 30-cubic-yard open-top containers for brush, with or without lids.
- One (1) - 30-cubic-yard open-top container for leaves, with or without lids.
- One (1) - 30-cubic-yard open-top container for grass, with or without lids.

The MCMUA will transport source-separated vegetative recyclables from the Township's Compost facility/recycling depot at 30 Tanglewood Ln. to one of MCMUA's vegetative recycling facilities either in Mount Olive and/or Parsippany-Troy Hills on an on-call basis. The Township of Chatham will provide and maintain the above-referenced four containers in good condition for use by the MCMUA for transport.

Transportation pricing for these collections will follow the pricing information below.

- The MCMUA will charge a \$250.00 fee for each container pull of Township-provided containers for vegetative recyclable materials, plus the cost of recycling at the MCMUA's vegetative waste recycling facilities based on the current market rate as outlined on the MCMUA vegetative recycling webpage for municipalities (https://mcmua.com/sw_veg.asp#gov). This information is updated annually.

The Municipality may provide additional containers for the collection of recyclable vegetative materials throughout the duration of this contract. Should the municipality request that the MCMUA collect from these containers, the municipality shall inform the MCMUA of the location and material to be collected prior to making the request. The MCMUA will make these collections when feasible.

- 2) This Amendment to the Chatham Township/MCMUA Agreement shall take effect on August 1, 2026.

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

MUNICIPALITY

Larry Gindoff, Executive Director

Mayor

Print name

ATTEST:

ATTEST:

Marilyn Regner, Secretary

Municipal Clerk

Print name

DATE:

DATE:

**AGREEMENT TO PROVIDE FOR CURBSIDE COLLECTION, TRANSPORTING AND
MARKETING OF RECYCLABLE MATERIALS BETWEEN THE MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY AND THE TOWNSHIP OF CHATHAM
COMMENCING ON OR ABOUT JANUARY 1, 2026**

THIS AGREEMENT, made the 1st day of January, 2025

BY AND BETWEEN: Morris County Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, with offices located at 370 Richard Mine Road, Borough of Wharton, County of Morris and State of New Jersey, ("MCMUA");

AND Township of Chatham, a Municipal Corporation of the State of New Jersey, located at 58 Meyersville Road, in the Township of Chatham, 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**, 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. 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. 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**, 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, 2026 until December 31, 2026	\$205,359.00	\$17,113.25
From January 1, 2027 until December 31, 2027	\$209,466.00	\$17,372.67
From January 1, 2028 until December 31, 2028	\$212,635.00	\$17,719.58
From January 1, 2029 until December 31, 2029	\$216,888.00	\$18,074.00
From January 1, 2030 until December 31, 2030	\$221,226.00	\$18,435.50

- 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:

1/1/26 until 12/31/26 - \$205,359.00 divided by 26 collections = \$7,898.42 per collection
1/1/27 until 12/31/27 - \$209,466.00 divided by 26 collections = \$8,056.38 per collection
1/1/28 until 12/31/28 - \$212,635.00 divided by 26 collections = \$8,178.27 per collection
1/1/29 until 12/31/29 - \$216,888.00 divided by 26 collections = \$8,341.85 per collection
1/1/30 until 12/31/30 - \$221,226.00 divided by 26 collections = \$8,508.69 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.

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

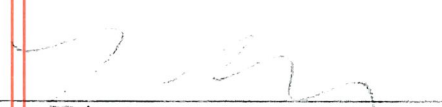
this Agreement may be terminated by the MCMUA/Municipality if sufficient funds are not available, appropriated or certified. The MCMUA shall notify the Municipality as soon as possible of the termination as a result of lack of appropriation of funds. The Municipality shall notify the MCMUA as soon as 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

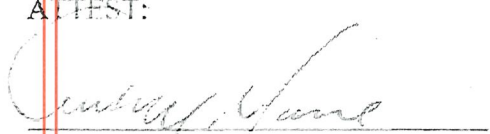

Larry Gindoff, Executive Director

MUNICIPALITY

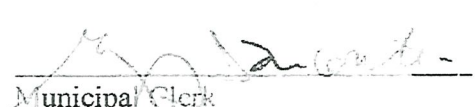

Mayor

Michael Choi
Print name

ATTEST:


Marilyn Regner, Secretary
Anthony Macrone, Resolving Coordinator

ATTEST:


Municipal Clerk

Gregory J LaConte
Print name

DATE:

10/21/2025

DATE:

9/23/2025

SCHEDULE A
RECYCLABLE MATERIALS
"Single Stream Recyclable Materials" (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 or as a dedicated container or fiber mix stream, delivered to Republic Services/ReCommunity located in Mine Hill or another market as determined by the MCMUA.

"Container Mix" (Bottles, Cans & Containers) consists of the following, loose and commingled:

- Aluminum used beverage containers.
- Aluminum foil, pie plates, and trays must be clean.
- Glass, transparent, and translucent food and beverage bottles and jars of any color. Paper labels, as well as rings and lids on glass containers, are acceptable.
- Tin/Steel cans, tin-plated, food and beverage containers, all sizes. Paper labels are acceptable.
- Plastic narrow-neck bottles (All Types) 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, and shampoo bottles; labels are acceptable. Pumps must be removed and are not 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. Gasoline, motor oil, and anti-freeze containers are not acceptable.
- Plastic food and beverage containers with SPI Codes #1, #2, & #5 including but not limited to:
 - PET plastic food and beverage containers (SPI Code #1)
 - HDPE plastic food and beverage containers (SPI Code #2)
 - 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, toys, trays, bins, barrels etc.). Must be able to fit in a 32-gallon container and solely plastic. This category is often referred to as "Injection HDPE".

PLASTIC CODES ACCEPTED:



"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 catalogs and glossy fillers or mailers. Plastic wrapping around mailers is not acceptable and must be separated.
- OCC - old corrugated containers (cardboard) and containers with Kraft, jute, or test liner liners. 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. Unopened junk mail and envelopes with windows are acceptable.
- High-grade paper - all dry, loose white and colored ledger and copier paper, notepad paper, loose leaf fillers, and computer paper.
- Cartons and aseptic containers – juice boxes, gable top milk, and juice boxes.

- 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.

“Acceptable Large Rigid Plastic” – delivered to Republic Services 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:

- Large plastic toys.
- Laundry baskets.
- Soda and milk crates.
- Plastic pet carriers.
- Kitty litter buckets.
- Plastic storage containers.
- Garbage/recycling containers
- Empty and dry plastic paint cans.
- Plastic sandboxes.
- Plastic outdoor furniture without PVC pipes.
- 5-gallon buckets with all metal handles removed.

"Unacceptable Single Stream Recyclable Materials" (USSRM)

Defined as any material not specifically listed as Acceptable Material, including but not limited to:

- No acceptable materials that possess "Excessive Moisture or Snow Content." This 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."
- No aerosol or pressurized containers.
- No agricultural plastic (flowerpots and trays).
- No auto glass, mirror, Pyrex, or window glass.
- No batteries or devices containing batteries.
- No ceramics.
- No cups (plastic lids and/or straws are not accepted)
- No bottle caps.
- No electronic waste (cell phones, computers, televisions, appliances, etc.)
- No food, vegetative, or any other organic material.
- No hardcover books.
- No hazardous, toxic, radioactive, or similarly dangerous material. (This includes containers previously used to hold oil, gas, and paint.)
- No large rigid plastics, including, but not limited to, large plastic toys, plastic sandboxes, or plastic furniture.
- No liquids.
- No pizza boxes.
- No plastic bags and/or bagged material in plastic film bags.
- No plastics smaller than 8 oz.
- No plastics coded #3, #4, #6, or #7 or without a number at all. (This includes PVC plastic Polystyrene or Styrofoam, and other plastics such as films and coat hangers.)
- No plastic spray pumps, nozzles, or straws.
- No propane tanks.
- No scrap metal such as cooking pots, pans, wires, etc.)
- No shredded paper, loose and/or in bagged form.

PLASTIC CODES NOT ACCEPTED



MCMUA Notice:

Recyclable materials are influenced by market demands and may change over the duration of the contract. The MCMUA and its partner recycling markets agree on which materials are accepted. The list provided above is the most current inventory of unacceptable materials according to local market standards.

SCHEDULE B

SCHEDULE FOR SERVICES

Beginning on January 1, 2026 until December 31, 2030

Service shall be provided every-other Friday, starting January 2, 2026, excluding the following holidays:

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
Juneteenth
Columbus Day
Election Day
Veteran's Day
Day after Thanksgiving

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, 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. Acceptable materials set out for collection shall not exceed a capacity of (4) 32-gallon containers. Cardboard unable to be placed inside a container must be flattened and stacked neatly or within another box. Do not tie, bind, or bag recyclables; they must be loose for collection.

SCHEDULE C
(To be reviewed and updated by Municipality)

Residential Sources:	Number of Units
Single family	2,753
Farm Units	8
Heritage Green – central collection	222
Rose Valle Townhomes (formerly Valle Estates) – curbside collection	56
Melrose Townhomes (formerly Braemar-Melrose) – curbside collection	19
<u>Community Enclave at Chatham – curbside collection</u>	<u>53</u>
Total Residential Units	3,111

Municipal Sources/Locations:	1
Firehouse	

Churches	4
Long Hill Chapel – 525 Shunpike Road	
Gloria Dei Lutheran Church – 300 Shunpike Road	
Corpus Christi Parish – 234 Southern Blvd	
Presbyterian Church of Chatham Township – 240 Southern Blvd	

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 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:

The following multi-family complexes are excluded:	Number of Units
Cardinal Hill apartments	120
Chatham Hill apartments	308
Sutton Woods condominiums	296
Briarwood condominiums	199
Coachlight condominiums	108
Vernon Grove condominiums	72
Cornerstone at Chatham – central collection	64
Arbor Green	24

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:

- One (1) - stationary compactor and receiver box for SSRM
- Three (3) - 30 cubic yard open-top container for SSRM for back-up to the compactor
- One (1) - 40 cubic yard enclosed container for Mixed Rigid Plastic

The MCMUA is providing use of the stationary compactor with the intent that the number of roll-off pulls will be reduced significantly. The Township agrees that the stationary compactor will be the main outlet for SSRM (single-stream material) that is accepted at the recycling center. The open-top roll-off containers will be used as back-up only.

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

These containers shall continue to be used pursuant to this agreement. The number of containers required is subject to change in the event of increased volumes and/or additional Recyclable Materials being added to Schedule A or material categories being combined.

The Municipality may provide additional containers for collection of recyclable materials throughout the duration of this contract. Should the municipality request collection from these containers by the MCMUA, the municipality shall inform the MCMUA of the location and material collected prior to making the request. The MCMUA will make these collections when the request is feasible. Transportation pricing for these collections will follow the pricing information in Schedule B.

Option for Additional Temporary Container Services:

Should the Municipality seek additional container services for trash or recyclables throughout the duration of this contract at the depot or otherwise in the Municipality, the MCMUA will assess its current inventory of containers in conjunction with the request. If able to fulfill the request, the MCMUA will provide the additional containers and charge \$250.00 per container load of material to cover the container rental and transportation costs, plus the cost or revenue share collected to market the recyclable materials or dispose of solid waste. The market will be determined in conjunction with the MCMUA and the Municipality.

Acceptable Preparation of Materials for Transportation

Calls for container service must be made before containers are overflowing with materials. Prior to collection, any container lids must be closed, materials must be pushed down, and the area must be accessible for drivers.

SCHEDULE E
Example Educational Materials



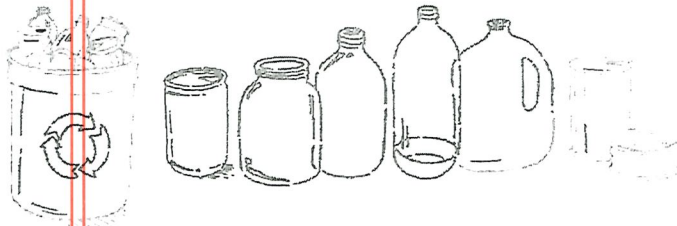
Mandated
Recyclable Materials
Morris County, New Jersey



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.

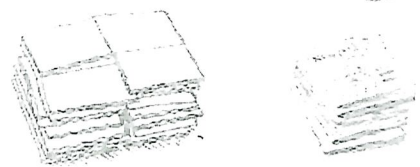
Bottles and Cans

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



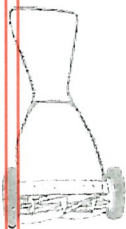
Paper

- Newspaper
- Corrugated Cardboard
- Mixed Paper



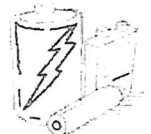
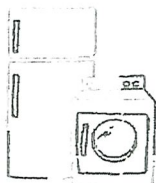
Mandated Organics

- 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



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

- **Whole Tires*** - Tires that are whole, not chipped into small pieces. *Tires are allowed to be recycled and/or incinerated for energy recovery.
 - **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 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.
- 
PETE


HDPE
- **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.

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

SINGLE - STREAM

all-in-one

RECYCLING

The Morris County Municipal Utilities Authority "all-in-one," single-stream recycling collection program allows cans, bottles, cardboard and all other paper to be mixed together for recycling. All of these items can go into one recycling container.

Paper

Cardboard

Aseptic cartons

Plastics

coded

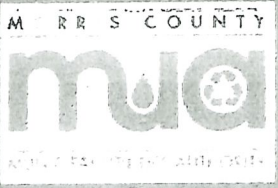


Aluminum cans, foil, pie plates, trays, metal cans*

Glass jars & bottles**

*Metal: Recycle aluminum and steel (tin) cans, loose metal jar lids, steel bottle caps, clean aluminum foil, pie plates, and trays.

**Glass: Recycle glass jars and bottles with caps and lids removed. Recycle loose metal caps and lids. Jars and bottles must be empty.



www.MCMUA.com

DON'T BAG

Recyclables



NO PLASTIC BAGS IN RECYCLING



IMPORTANT

- All items must be empty, dry, and free of food residue.
- All material must be loose in a container, not in a bag.
- Do not tie cardboard or newspapers.
- Styrofoam is not acceptable in this program.
- No plastic bags or film.
- No shredded paper.

MORRIS COUNTY'S ENVIRONMENTAL RESOURCE

16

AUTORIDAD MUNICIPAL DE UTILIDADES DEL CONDADO DE MORRIS

SINGLE-STREAM
all-in-one
RECYCLING

El programa "Todo-en-uno" de la autoridad municipal de utilidades del Condado de Morris. El programa se enfoca en colección de reciclaje de flujo único el cual permite latas, botellas, cartón y cualquier otro papel estar mezclado todo junto cuando se recicla. Todos estos componentes pueden ir en una sola caneca.

Papel
Cartón
Cartón Aséptico

Plástico
con
Código

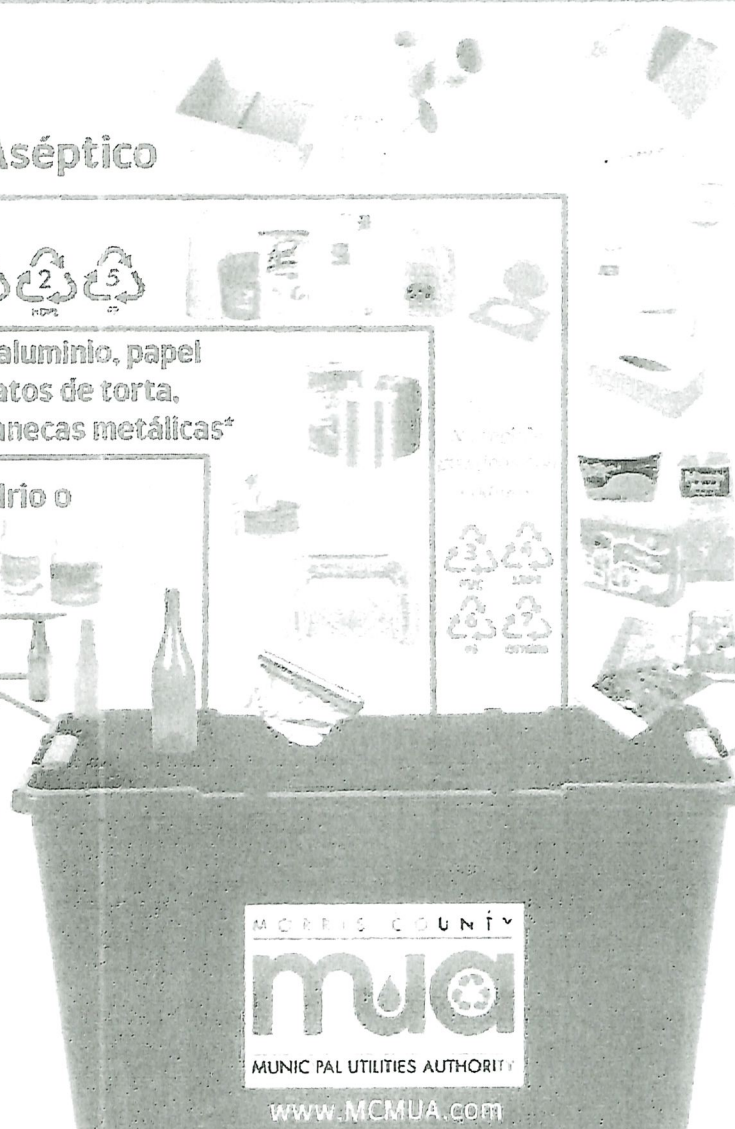


Canecas de aluminio, papel aluminio, platos de torta, bandejas, canecas metálicas*

Jarras de vidrio o botellas**

Metal: Recicle aluminio, latas de estaño, y tapas, tapas de botellas, papel aluminio limpio, platos de torta, y bandejas.

Vidrio: Recicle jarras de vidrio y botellas y remueva las tapas. Recicle tapas metálicas sueltas. Las jarras y botellas tienen que estar vacías.



IMPORTANTE

- Todos los objetos deben estar vacíos, secos, y libres de residuos.
- Todos los materiales deben estar sueltos en un contenedor, no en una bolsa.
- No amarre el cartón ni el periódico.
- El icopor no es aceptado en este programa.
- No bolsas plásticas.
- No papel triturado.



RECURSOS AMBIENTALES DEL CONDADO DE MORRIS

Unacceptable Materials for Single Stream Recycling (English)

DO NOT PUT INTO THE RECYCLING RECEPTACLE

No clay pots, window panes, mirrors, glass vases, ceramics, light bulbs, Pyrex®

No plastic wrap or shrink wrap

No batteries

No flower pots or trays

No VHS/VCR tapes, CDs, DVDs

No spray paint, nozzles, stencils

No plastic bags

No pizza boxes

No aerosol or pressurized containers

No auto, paint, gas containers

No propane tanks

No electronics

No over-the-counter books

No household medicine (bottles or tins)

No yard hoses

No foam

No metal

None of the above

No packing material

No insulated box liners

No liquids - No garages - No small plastic caps - No plastic items smaller than an 8 ounce yogurt cup - No screen doors - No cups - No pesticides - No oil or cleaners - No stickers/labels - No food waste - No paint materials - No food waste - No waste - cardboard or waxed paper - No items that can be plugged in

No plastic bags

No hanging, clothes, flip flops, textiles

No metal appliances, pots, pans

No hangers

MORRIS COUNTY
mua
MORRIS COUNTY UTILITIES AUTHORITY

To recycle electronics or Household Hazardous Waste, make an appointment at
WWW.MCMUA.COM

Morris County Municipal Utilities Authority
Morris County's Environmental Resource

**LOS SIGUIENTES OBJETOS NO VAN ADENTRO
DE LOS RECIPIENTES DE RECICLAJE**

**Não coloque envolturas de plástico ou
Envolturas retrácteis**

No colocar en el fuego
Bequillas de cerámica

No coloque macetas o bandejas de flores

No coloque
cassetes. ni

coloque
uma de
sireno
por

No coloque
bolsas plásticas

No coloque cajas de

No coloque aerosoles o
Contenedores a presión

...loque
...veras

No auto. paint ga
containers
No propane tanks

Papel unurado

de coloque ropa, ni
zapatos, ni chancletas.
textiles o tejidos

Ne coloque ninguno
de estos objetos

No coloque revestimientos
asfálticos

asistentes que vienen adentro d

Para reciclar electrónicos o residuos domésticos peligrosos, haga una cita en

es de metal

electrodynamics

No coloque
ganchos de colgar

No colquellas, cerradas.



RECYCLE RESPONSIBLY

Prepare material properly

- Use a lid to prevent the wind from blowing recyclables out of your container(s). Lids will prevent rain and snow from getting into your container(s).
- If your recyclable material does not fit into one container, use more than one so that loose material is not sticking out. Never use a plastic bag.
- Flatten corrugated cardboard boxes and stack them into reusable containers or into another cardboard box.
- All recyclable materials must be empty, clean, dry, and free of food residue.
- Containers with contamination may not be collected. Remove contamination by next scheduled recycling day for pick up by the recycling crews.
- Recycling containers must be at the curb by 6:00 AM on the day of collection.
- Report missed recycling collection by 10:00 AM the day following collection.

Use properly sized containers

- The weight limit for a single container is 50 pounds when full.
- It is recommended that containers be no larger than 32 gallons each to avoid exceeding the weight limit. Use multiple containers if necessary.
- Retail stores sell recycling carts with wheels that are too big. They will exceed the 50 pound weight limit when full. Do NOT use large 64 and 95 gallon carts.
- Containers must have handles.

Only recycle what is acceptable

- Be careful to follow the recycling guidelines as advertised by your town and on the MCMUA's website at www.MCMUA.com. Guidelines provide specific details about the materials that are and are not acceptable.
- Unacceptable materials increase the cost of operation and lower the value of recyclables. Your cooperation with these guidelines is greatly appreciated.
- If you have questions or would like recycling decals for your container, please contact your town's recycling coordinator or the MCMUA at 973-659-3490 or visit www.mcmua.com



MORRIS COUNTY'S RECYCLING RESOURCE
WWW.MCMUA.COM



RECYCLE COACH



Find your Waste and Recycling information
on Morris County's Recycle Coach App

We've partnered with Recycle Coach to help you quickly find the
information you need 24/7 through Mobile or on the Web.

What Goes Where Tool

Use the search tool either by
typing in an item or taking a
picture of it to find out
disposal instructions. It
includes drop-off locations,
event details, and collector
requirements.

Weekly poll/quiz to test your Recycling Knowledge!



Personalized Collection Schedule and Pick-Up Reminders

Set reminders for your
pick-up schedule through
in-app notifications or email

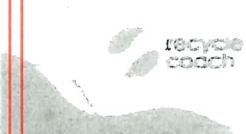
Special add-ons include:

- ✓ Receive Emergency
and non-emergency
notifications
- ✓ Available in Spanish
and English

Download the App today!

1. Scan the QR Code and download Recycle Coach from the App Store or Google Play.
2. Open the App, and when prompted to search location, enter your Municipallities name.
3. Click your preferred language and enter your address.

Now you are all set-up! Welcome to Recycle Coach!





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 thereunto, 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.