

Resolution No. 2025-027
**Resolution 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 Township Of Mendham
Commencing On Or About January 1, 2026**

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 Township of Mendham (“Municipality” or “Township”) 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 Township of Mendham desires to execute a new five (5) year agreement for curbside collection and marketing of recyclable materials commencing on January 1, 2026 and ending on December 31, 2030, and

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

1. The Executive Director of the MCMUA is hereby authorized and directed to execute said Agreement entitled “Agreement to Provide for the Curbside Collection, Transporting, and Marketing of Recyclable Materials Between the Morris County Municipal Utilities Authority and the Township of Mendham commencing on or about January 1, 2026.” See attached Exhibit 1.
2. This contract is awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Law.

3. 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.
4. 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 11, 2025.

MORRIS COUNTY MUNICIPAL
UTILITIES AUTHORITY

By: _____
Christopher Dour, Chairman

ATTEST:

Marilyn Regner, Secretary

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

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

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

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

I. Scope of Agreement

The MCMUA agrees to provide a recycling vehicle(s) which will be used by MCMUA personnel to provide curbside collection to the Municipality. The collection units to be serviced shall include all single-family and duplex residential units and any additional residential units/complexes listed on **Schedule C**, along with any other entities listed on **Schedule C**. Collection shall exclude businesses, industrial sources, and any other generators that 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 supplemental 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 unless otherwise specified in **Schedule C**. 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 ensure the aforementioned collection vehicle(s) and obtain and provide fuel for the 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 vehicle(s), equipment and work crew(s), the MCMUA will provide curbside pick-up of the materials as set forth in Schedule A (“Acceptable Material Collected at Municipal Recycling Center”) attached hereto and made a part hereof (“Acceptable Single Stream Recyclable Materials” or “SSRM” or “Recyclable Materials”), at the locations as set forth in Schedule C,

attached hereto and made a part hereof.

- d) The MCMUA will collect and remove ASSRM from curbside as designated in Schedule A and transported to a recycling market procured from time to time by the MCMUA. SSRM will also be removed from the municipal recycling depot. At present, the Municipality does not have a designated recycling depot.
- e) In the event the municipality establishes a recycling depot, 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) At the municipality's request, the MCMUA can, at its discretion, provide roll-off containers for hauling approved recyclable materials from an established municipal recycling depot.
- 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 to materials deemed unacceptable by the recycling market.
- i) In the event of a rejected load or portion of a rejected load, the MCMUA, at its discretion, may charge the Municipality a flat fee of \$250.00 per rejected load due to the additional time loading, handling, and transporting the material. The MCMUA agrees not to charge this fee for the first three (3) 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 such cases, there would be no charge by the MCMUA to the Municipality. The Municipality must notify the MCMUA of its desire to operate under this option and will be responsible for rectifying the matter in a timely fashion that is agreeable to the recycling market and the MCMUA.
- j) If loads or a portion of loads are rejected due to contamination, excessive moisture, or snow content, the Municipality will be responsible, for any related MCMUA transfer station tipping fees.
- k) The MCMUA will maintain operation records and monitor and administer the operation of the collection program.
- l) The MCMUA shall prepare monthly tonnage reports for Recyclable Materials collected from the Municipality.

The MCMUA shall provide noncompliance stickers/ tags for the MCMUA pick-up crew(s) to designate unacceptable materials or improperly prepared or containerized materials as outlined 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, "Forms."** 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 ensure 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. This includes the Morris County Single Stream Curbside Recycling Program.

IV. Schedule of Operation

- a) The schedule for curbside collection and the list of holidays on which collection will not take place are set forth in Schedule B, “Schedule for Services,” attached hereto and made a part hereof. Collections missed due to a holiday will be made up on a day to be determined by the MCMUA at no additional cost to the Municipality.
- b) The MCMUA reserves the right not to provide service on days of inclement weather, equipment breakdown, or other event out of the control of either party. The 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) 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 service cost shall be according to the table below. The MCMUA shall bill the Municipality by voucher monthly, prorated for one-twelfth of the annual amount for the recycling service listed in the table below. This pricing takes holiday misses into account.

	Annual Cost	Monthly Cost
From January 1, 2026 until December 31, 2026	\$190,000.00	\$15,833.33
From January 1, 2027 until December 31, 2027	\$193,800.00	\$16,150.00
From January 1, 2028 until December 31, 2028	\$197,676.00	\$16,473.00
From January 1, 2029 until December 31, 2029	\$201,629.52	\$16,802.46
From January 1, 2030 until December 31, 2030	\$205,662.11	\$17,138.51

- b) 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 related to 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 MCMUA and the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts

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

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

VII. Assignment

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

VIII. Appropriation of Funds

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

IX. Duration and Termination

This Agreement shall commence on January 1, 2026, and continue until December 31, 2030.

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

TOWNSHIP OF MENDHAM

Larry Gindoff, Executive Director

Mayor

Print name

ATTEST:

ATTEST:

Marilyn Regner, Secretary

Municipal Clerk

Print name

DATE:

DATE:

**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, 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 are acceptable, as are rings and lids on glass containers.
- 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 some shampoo bottles; 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. 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.). This category is often referred to as “Injection HDPE”.
- Tin/Steel cans, tin-plated, food and beverage containers, all sizes. Paper labels are acceptable.

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.
- 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. All 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.

“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 market-driven and may be subject to change over the course of the contract. Therefore, the MCMUA and the recycling market accept those materials as mutually agreed upon.*
- *Materials defined as unacceptable are subject to non-collection and will be left at the curb by the MCMUA collection crews for correction by the resident and picked up on the next scheduled collection day.*

SCHEDULE B

SCHEDULE FOR SERVICES

Beginning on January 1, 2026, until December 31, 2030

Service shall be provided every Monday, starting January 5, 2026, excluding the following holiday(s):

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, if any.

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.

SCHEDULE C

Residential Sources:	Number of Units
Residential –	
Single-family:	1,970
Residential –	
Multi-family with centralized collection areas: (The Corners; Boundary Oak Lane; 351 Pleasant Valley Road; Seeing Eye property; Woodland Lake;).	48
Multi-family with curbside collection: Hillandale at the Enclave, 22 St. Johns Drive	44
<u>Total Units</u>	<u>2,062</u>
Commercial and Institutional Sources¹:	2
Brookside Community Church, 8 East Main Street St. John Baptist Church, 82 West Main Street	

Municipal Sources/Locations:

Municipal – buildings:	5
(Town Hall/Firehouse/Police Dept. Cherry Lane; Ralston Firehouse; Dept. of Public Works)	

Locations to Receive MCMUA Dumpsters

Woodland Lake: two (2) 4 cubic yard dumpsters
 Dept. of Public Works: one (1) 4 cubic yard dumpster
 Town Hall/Firehouse/Police Dept. on Cherry Lane: one (1) 4 cubic yard dumpster
 Ralston Firehouse: one (1) 4 cubic yard dumpster

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 103 (equivalent to 5% of the 2,062 current units as set forth above). The 2,062 units will be used as the baseline. If and when the total cumulative new units added exceeds 103 units above the baseline, the MCMUA will meet with the Municipality to discuss the additional cost associated with the new units.

Excluded Generators

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

Multi-Family Complexes:

No other multi-family complexes are serviced.

Other Sources:

No Businesses, hospitals, industrial, or school buildings are serviced by this Agreement.

¹ Commercial and institutional sources must supply their own receptacles for collection. Acceptable materials set out for collection shall not exceed a capacity of (4) 32-gallon containers. A single container's weight limit shall not exceed 50 pounds when full. 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. Recyclables must be set to the curb by 6 AM on the collection day.

SCHEDULE D

ROLL-OFF CONTAINERS PROVIDED

The MCMUA shall provide the following roll-off container(s) to the Municipality:

No containers are provided by the MCMUA, as the Municipality does not have a recycling center.

In the event the Municipality deems it appropriate to open a recycling center, the Municipality shall notify the MCMUA in writing upon ninety (90) days' notice. The MCMUA shall provide roll-off containers suitable to address the Municipality's recycling center needs. The MCMUA shall inform the Municipality what amount of time is needed to provide the recycling containers for the recycling center and whether or not the recycling center will affect the costs of the contract.

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

No containers are currently provided by the Municipality.

Option for temporary containers:

Should the municipality seek additional temporary container services trash or recyclables throughout the duration of this contract, 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 township.

SCHEDULE E (FORMS)

Acceptable Items for the MCMUA's All-In-One Single-Stream Recycling Program
Current As of the 2024 Calendar Year

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

SINGLE-STREAM



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



Plastic containers coded



PET HDPE PP

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



Glass jars & bottles**



Do not recycle plastics coded



3 PVC 4 LDPE 6 PS 7 OTHERS

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
mua
MUNICIPAL UTILITIES AUTHORITY
www.MCMUA.com

DON'T BAG

Recyclables



NO PLASTIC BAGS IN RECYCLING
Thank you for recycling right!



MORRIS COUNTY'S ENVIRONMENTAL RESOURCE

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*



No recicle plásticos con códigos



Jarras de vidrio o botellas**



*Metal: Reciclar aluminio y 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.



Unacceptable Items for the MCMUA's All-In-One Single-Stream Recycling Program
Current As of the 2024 Calendar Year

DO NOT PUT INTO THE RECYCLING RECEPTACLE

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

No plastics coded
3 PVC 4 LDPE 6 PE 7 OTHER

No plastic wrap or shrink wrap

No spray pumps, nozzles, straws

No plastic bags

No flower pots or trays

No batteries

No VHS/VCR tapes, CDs/DVDs

No Styrofoam™

No pizza boxes

No aerosol or pressurized containers

No auto, paint, gas containers

No propane tanks

No small medicine bottles or lids

No shredding paper

No hardcover books

No electronics

No clothing, shoes, flip flops, textiles

None of the above

No packing material
No insulated box liners

No liquids - No garbage - No small plastic caps - No plastic items smaller than an 8-ounce yogurt cup - No scrap metal - No cups - No pesticides - No oil or cleaners - No stickers/address label sheet waste - No plant material - No food waste - No waxed cardboard or waxed paper - No items that can be plugged in
No plastic bags

No metal appliances, pots, pans

No hangers



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 SIGUENTES OBJETOS NO VAN ADENTRO DE LOS RECIPIENTES DE RECICLAJE

No coloque ollas de barro, vitrales, espejos, Jarrones de vidrio, cerámicas, bombillas, Utensilios para hornear de vidrio®



No coloque plásticos con códigos



No coloque envolturas de plástico o Envolturas retráctiles



No coloque bombas de riego, Boquillas o pitillos o pajillas



No coloque bolsas plásticas



No coloque macetas o bandejas de flores



No coloque baterías



No coloque cassettes, ni cintas, ni discos de VHS/VCR, CDs/DVDs



No coloque Espuma de poliestireno o icopor™



No coloque cajas de pizza



No coloque aerosoles o Contenedores a presión



No coloque frascos pequeños de medicina ni las tapas



No auto, paint, gas containers No propane tanks



No coloque mangueras



No coloque Papel triturado



No coloque libros de tapa dura



No coloque objetos electrónicos



No coloque ropa, ni zapatos, ni chancletas, textiles o tejidos



No coloque ninguno de estos objetos



No coloque revestimientos asilantes que vienen adentro de las cajas



No coloque líquidos - No basura - No tapas de plástico pequeñas
 No objetos plásticos de menos de 8-ounce de taza de yogur -
 No chatarra - No vasos - No pesticidas - No aceite o limpiadores
 No adhesivos/residuos de hojas de etiquetas de dirección
 No material vegetal - No residuos de comida - No cartón encerado o
 papel encerado - No elementos que se puedan enchufar

No bolsas plásticas

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

WWW.MCMUA.COM

No coloque electrodomésticos de metal, ollas, sartenes



No coloque ganchos de colgar



Morris County Office Recycling Excels
 Morris County's Environmental Resource

Recycling Collection Information for All-In-One Single-Stream Recycling Program
Current As of the 2024 Calendar Year

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



Recycling Collection Information for All-In-One Single-Stream Recycling Program
Current As of the 2024 Calendar Year

RECYCLE COACH



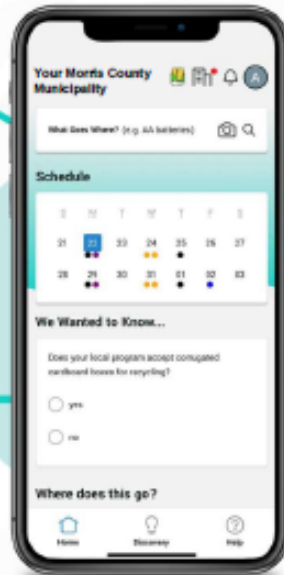
Find your Waste and Recycling information on Morris County's Recycle Coach App.

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 collection 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 **Municipalities** name.
3. Click your preferred language and enter your address.

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



SCAN ME



Items Designated by Law to be Recycled, At Minimum, in Morris County, NJ
Current As of the 2023 Calendar Year



**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.

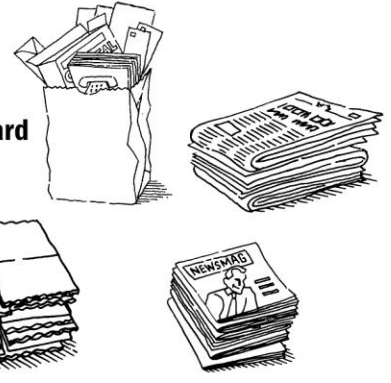
Bottles and Cans

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



Paper

- Newspaper
- Corrugated Cardboard
- Mixed Paper



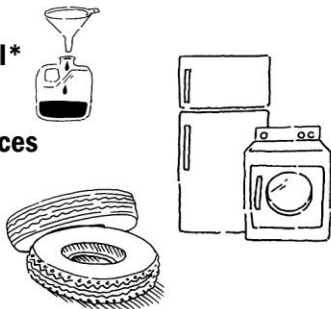
Mandated Organics

- 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 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.

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.