

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

THIS AGREEMENT, made the *9th* day of *December*, 2013

BY AND BETWEEN: Morris County Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, with offices located at 300 Mendham Road, in the Township of Morris, County of Morris and State of New Jersey, (“MCMUA”);

AND Borough of Chatham, a Municipal Corporation of the State of New Jersey, located at 54 Fairmount Avenue, in the Borough of Chatham, in the County of Morris and State of New Jersey, (“Municipality”);

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

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

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

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

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

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

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

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

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

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

I. Scope of Agreement

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

All units to be serviced must place recyclables out for collection at curbside either the night before collection or no later than 6:00am 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 rear-load dumpsters, but shall not provide those dumpsters. The MCMUA shall collect from rear-load dumpsters provided by the Municipality or the complex at multi-family complexes as agreed by the MCMUA and the complex.

II. MCMUA Responsibilities

a) The MCMUA will maintain, operate and properly insure the aforementioned recycling vehicle(s) and obtain and provide fuel for same. Upon request, the MCMUA agrees to provide the Municipality with a Certificate of Insurance evidencing said coverage.

b) The MCMUA will provide work crew(s) consisting of MCMUA personnel. The MCMUA will properly insure its employees.

c) Utilizing the aforementioned vehicle(s) and work crew(s), the MCMUA will provide curbside pick-up of the recyclable materials as set forth in Schedule A attached hereto and made a part hereof ("Single Stream Recyclable Materials" or "SSRM"), at the locations as set forth in Schedule C, attached hereto and made a part hereof .

d) The MCMUA will collect and remove SSRM from curbside as designated in Schedule A to a recycling market procured from time to time by the MCMUA. SSRM and Mixed Rigid Plastics ("Recyclable Materials") will also be removed from the municipal recycling depot. Upon collection, the Recyclable Materials will become the property of the MCMUA. The Municipality has the option to collect Mixed Rigid Plastics at its recycling depot.

e) The MCMUA will remove all Recyclable Materials from the municipal recycling depot according to an established schedule. The Municipality may request additional hauls,

which hauls the MCMUA will try to expedite within 48 hours of the call/request.

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

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

h) The MCMUA reserves the right to refuse to provide collection of Recyclable Materials which have not been prepared for collection in accordance with the requirements set forth in Schedule A of this Agreement.

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

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

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

III. Municipal Responsibilities

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

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

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

d) The Municipality shall provide an effective and on-going education and

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

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

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

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

IV. Schedule of Operation

a) The schedule for curbside collection and the list of holidays on which collection will not take place are set forth in Schedule B attached hereto and made a part hereof. Schedule B will be updated annually by the MCMUA to reflect holidays which impact the Municipality's collection schedule. Collections missed due to a holiday will be made-up on either the following day, on Saturday or the following Monday, at the discretion of the MCMUA.

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. The MCMUA will notify the Municipality by 8:30a.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.

d) The MCMUA crews normally arrive in the Municipality between 6:30 a.m. and 7:00 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, 2014 until December 31, 2014	\$127,500	\$10,625.00
From January 1, 2015 until December 31, 2015	\$129,859	\$10,821.56
From January 1, 2016 until December 31, 2016	\$132,261	\$11,021.76

From January 1, 2017 until December 31, 2017	\$134,906	\$11,242.20
From January 1, 2018 until December 31, 2018	\$137,604	\$11,467.04

b) 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:

1/1/14 until 12/31/14 -	\$127,500 divided by 52 collections = \$2,451.92 per collection
1/1/15 until 12/31/15 -	\$129,859 divided by 52 collections = \$2,497.28 per collection
1/1/16 until 12/31/16 -	\$132,261 divided by 52 collections = \$2,543.48 per collection
1/1/17 until 12/31/17 -	\$134,906 divided by 52 collections = \$2,594.35 per collection
1/1/18 until 12/31/18 -	\$137,604 divided by 52 collections = \$2,646.24 per collection

c) The MCMUA shall retain 100% of the revenue earned from the sale of the 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.

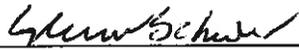
IX. Duration and Termination

This Agreement shall commence on January 1, 2014 and continue until December 31, 2016 unless sooner terminated by the MCMUA in accordance with the terms of this Agreement. This agreement shall be automatically extended for two additional one (1) year periods from January 1, 2017 until December 31, 2017 and January 1, 2018 until December 31, 2018, unless one party notifies the other in writing with at least ninety (90) days notice of its intent to terminate.

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

MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

MUNICIPALITY



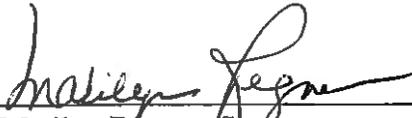
Glenn Schweizer, Executive Director



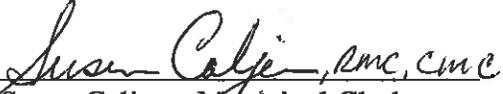
Bruce A. Harris, Mayor

ATTEST:

ATTEST:



Marilyn Regner, Secretary



Susan Caljean, Municipal Clerk

DATE:

DATE:

12/13/13

December 9, 2013

SCHEDULE A

RECYCLABLE MATERIALS

Acceptable Material

Material Collected at Curbside

“Single Stream Recyclable Materials” (SSRM) consist of a mix of Non-Fiber Recyclable and Fiber Recyclable Materials, listed below, collected as a single materials stream mixed together in one or more containers. Weight limit is 50 pounds per container.

“Non-Fiber Recyclable Materials” (Bottles & Cans) consist of the following, loose, and commingled: [Remove caps/lids. Rinse all bottles and cans.]

- Glass, transparent and translucent food and beverage bottles and jars of any color. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin-plated, food and beverage containers, all sizes. Empty and dry paint and empty aerosol cans. If aerosol can malfunctions and cannot be emptied, place in trash, or if it contains hazardous materials, save for county household hazardous waste day. Paper labels are acceptable.
- Aluminum used beverage containers
- Clean Aluminum foil, pie plates and trays
- All plastic narrow neck bottles SPI Codes #1 and #2:

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

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

- All plastic food and beverage containers with SPI Codes including but not limited to:



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



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



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



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



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

- Small Mixed rigid, bulky HDPE - defined as HDPE items (buckets including 5-gallon, crates, kitty litter, empty and dry plastic paint cans, toys, trays, bins, barrels etc.). This category often referred to as “Injection HDPE”. Items small enough to fit into a 32-gallon container are acceptable for curbside collection.
- Cartons and aseptic containers – juice boxes, gable top milk and juice

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

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

Material Collected at the Municipal Recycling Center

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

Unacceptable Material

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

- Bagging material in plastic film bags.
-  Mirrors, window or auto glass, light bulbs, ceramics, any PVC or Polystyrene plastic containers with #3 or #6 on them or no # at all, oil or antifreeze containers, plastic bags, coat hangers, or any household items (such as toasters, cooking pots or pans, etc.)
-  Hard cover books
- Hazardous, toxic, radioactive, or similarly dangerous material
- Food scraps or any other organic material
- Scrap metal
- Electronic Waste (batteries, cell phones, computers)
- Agricultural plastic (flower pots and trays)

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

SCHEDULE B

SCHEDULE FOR SERVICES

Beginning on January 1, 2014 until December 31, 2018

Service shall be provided every Friday, starting January 1, 2014, excluding the following holiday(s):

Independence Day – Friday, July 4, 2014 – collection to be provided on Monday, July 7, 2014

Independence Day (Observed) – Friday, July 3, 2015 – collection to be provided on the day after (Saturday) or the following Monday at the discretion of the MCMUA

Christmas Day – Friday, December 25, 2015 – collection to be provided on the day after (Saturday) or the following Monday at the discretion of the MCMUA

New Year's Day – Friday, January 1, 2016 – collection to be provided on the day after (Saturday) or the following Monday at the discretion of the MCMUA

Materials must be placed at the curb the night before the designated collection day or no later than 6:00am on the day of collection.

Holidays Observed Annually by the MCMUA Curbside Program

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Holidays on Which the MCMUA will Work

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

SCHEDULE C

Residential Sources:	Number of Units
Single family	2,695
<u>Multi-family (two family)</u>	<u>33</u>
Total Residential Units	2,728
 Commercial Sources:	
Approved Commercial Businesses (list provided by Borough)	33
 Municipal Sources/Locations: (4 cy dumpster at each location)	
Municipal Building	1
Fire Department Headquarters	1
DPW Yard	1
<u>ECLC Chatham Campus</u>	<u>1</u>
Total Municipal Locations	4

Units added during the duration of the contract

The contract price shall be adjusted on a pro rata basis for all new units added to the contract.

Excluded Generators

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

Multi-Family Complexes:

No multi-family complexes are serviced.

Commercial Sources:

No other commercial sources are serviced by this agreement.

Institutional Sources:

No schools, hospitals or industrial buildings will be serviced by this Agreement.

SCHEDULE D

ROLL-OFF CONTAINERS PROVIDED

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

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

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

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

- No containers are provided by the Municipality

SCHEDULE E

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

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

colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

**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.

RESOLUTION NO. 13-77
RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT FOR
CURBSIDE COLLECTION OF RECYCLABLE MATERIALS

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, the Morris County Municipal Utilities Authority (MCMUA) desires to assist municipalities in meeting their recycling goals by providing curbside pick-up and a convenient outlet for disposal of recyclables; and

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

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

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

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

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

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

WHEREAS, the MCMUA wishes to enter into new agreements to provide for the curbside collection and marketing recyclable materials with:

the Borough of Chatham commencing January 1, 2014 for three (3) years until December 31, 2016 with two (2) one-year extensions; and

WHEREAS, the agreement shall supersede previous agreements entered into by the MCMUA and the Borough of Chatham providing for curbside collection of and for accepting, processing, and marketing recyclable materials at the Morris County Recycling Consolidation Center; 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 in substantially similar form as that on file in the office of the MCMUA.
2. This contract is awarded without competitive bidding pursuant to 40A:11-5(2) of the Local Public Contracts Law.
3. 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 December 10, 2013.

MORRIS COUNTY MUNICIPAL
UTILITIES AUTHORITY

By: Frank J. Duetzler
Frank Duetzler, Chairman

ATTEST:

Marilyn Regner
Marilyn Regner, Secretary