

BOROUGH OF BLOOMINGDALE

OFFICE OF:
BREEANNA SMITH, RMC/CMR
MUNICIPAL CLERK



MUNICIPAL OFFICE
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BLOOMINGDALE, NEW JERSEY 07403

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To: Brandi Greco, RMC
Borough of Butler



From: Breeanna Smith, RMC
Borough of Bloomingdale

Date: March 23, 2023

Re: Shared Service Agreements
DPW Services (Collection of Vegetative Waste, Recycling & Solid Waste)

Enclosed please find an originally executed agreement between the Borough of Bloomingdale & the Borough of Butler, along with Bloomingdale's approving resolution.

Respectfully,

Breeanna Smith, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT
FOR COLLECTION OF
VEGETATIVE, RECYCLING AND SOLID WASTE**

Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 *et seq.*, made this 15th day of March, 2023 between the **BOROUGH OF BLOOMINGDALE**, a body politic, with offices located at 101 Hamburg Turnpike, Bloomingdale, New Jersey and the **BOROUGH OF BUTLER**, a body politic, with offices located at 1 Ace Road, Butler, New Jersey 07405.

WITNESSETH:

The Borough of Bloomingdale (hereinafter 'Bloomingdale') and the Borough of Butler (hereinafter 'Butler') have agreed that the citizens of their respective communities can be better served, at a reduced expenditure of scarce tax dollars, by arranging for the joint provision of certain governmental services.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Term of Agreement

This Interlocal Service Agreement ('Agreement') shall be effective from April 1, 2023, through December 31, 2027.

2. Scope of Services

2.1 Designated as General Agent

Bloomingdale is hereby designated the agent of Butler to provide solid waste, vegetative waste and recycling collection services.

2.2 Responsibility

At all times, Bloomingdale shall maintain responsibility for all personnel providing services covered under this Agreement. Authority to regulate the overall departmental performance and the performance of all personnel shall reside with Bloomingdale.

- a. The Borough of Bloomingdale shall provide solid waste collection and transportation services, twice per week, year-round.
- b. The Borough of Bloomingdale shall provide recycling collection and transportation services, once per week, year-round.
- c. The Borough of Bloomingdale shall provide vegetative waste collection and disposal services, one day per week, year-round.

d. The Borough of Butler shall pay the tipping fees associated with the disposal of all materials collected and disposed at approved disposal facilities.

For purposes of this Agreement:

Solid waste means household garbage pursuant to Butler code chapter 129

Recycled materials means all items listed in Butler Borough code chapter 129 as accepted materials. Bloomingdale will follow Butler's current single stream pick-up with potential to go to dual stream in future if agreed upon by both parties.

Vegetative waste means leaves, grass clippings, tree parts, shrubbery, garden waste and Christmas trees. Grass clippings, leaves and weeds need to be in paper leaf bags or 32 gal cans. All limbs and twigs must be tied in four (4) foot lengths.

All citizen inquiries and complaints shall be handled through Butler. All resolutions shall be handled through Bloomingdale.

2.3 Supervision and Direction of Staff

A. The Department of Public Works of Bloomingdale (DPW) shall be responsible for the day-to-day operation and supervision of activities of the DPW employees assigned to solid waste, vegetative waste and recycling collection services.

B. The staff, furnished by Bloomingdale, will be trained operators who will possess a New Jersey Commercial Driver's License (CDL).

2.4 Designation as Officials

A. Borough of Bloomingdale Department of Public Works and staff hired by Bloomingdale shall be designated by Butler as the service provider of Butler.

B. Butler shall provide Bloomingdale a copy of its solid waste, vegetative waste and recycling disposal ordinances.

3. Activities

3.1 Site Facility

a. All solid waste materials shall be picked up by the Borough of Bloomingdale and shall be transported by the Borough of Bloomingdale to the approved county facility.

b. All recycling materials shall be picked up by the Borough of Bloomingdale and shall be transported by the Borough of Bloomingdale to the mutually agreed upon facility.

c. All vegetative waste materials shall be picked up by the Borough of Bloomingdale and shall be disposed of by the Borough of Bloomingdale at a mutually agreed upon environmental compost facility.

The disposition of all materials will be paid by Butler and will follow proper procedures as required by EPA and State law. Any credits awarded will go to the Borough of Butler.

3.2 Services to be performed.

The Bloomingdale Department of Public Works staff shall provide to Butler, in as responsive a manner as possible, the following:

- A. To provide solid waste collection and transportation services twice per week on Tuesdays and Fridays for the entire year unless mutually agreed upon.
- B. To provide recycling collection and transportation services once per week on Thursdays for the entire year unless mutually agreed upon.
- C. To provide vegetative waste collection services once per week on Mondays. We will follow Butlers current schedule and start in April. For years 2 and on we will collect for the entire year unless mutually agreed upon.

D. To respond during normal working hours (6:00 A.M. to 2:00 P.M., Monday through Friday) to routinely perform the sanitation waste collection services as agreed upon. Non-routine problems, questions or issues of service will be reported by the Superintendent of Public Works or Borough officials of Butler to the Superintendent or Borough Administrator of Bloomingdale.

E. The Borough of Bloomingdale will maintain the vehicles necessary to conduct the sanitation collection services. Bloomingdale shall be responsible for labor and such care and maintenance costs of the vehicles as may arise from time to time.

F. In those cases when the vehicles are out of service, the Borough of Bloomingdale will make every effort to repair the vehicles and Butler will be notified. Any costs incurred for this procedure shall be the responsibility of Bloomingdale.

G. In those cases where weather/emergencies, road repairs or mechanical breakdowns of the vehicles limit the ability of the operator to perform the function of sanitation collection or delays the process, the Borough of Bloomingdale shall not be liable for any damages for any such acts.

H. Bloomingdale recycling yard will be open Monday – Friday 8:00 A.M. - 2:00 P.M. and Saturday 8:00 A.M. – 12:00 P.M. for Butler residents to drop off comingled, metal, paper, e-waste and cardboard items.

I. Butler residents will be able to schedule pick-up of bulk metal items with Bloomingdale.

3.3 Place of Operation

The business office for the Department of Public Works and staff will be located in Bloomingdale.

4. Enforcement Actions

Each municipality shall be solely responsible for its own enforcement actions. The cost of enforcement activities, including, but not limited to, legal actions and collection of any fines and/or penalties assessed as a result of a legal action, shall be borne solely by the municipality within which the violation occurred. For matters occurring in Butler, Bloomingdale shall only be responsible for ensuring that the Operator and/or other department personnel are available to testify and for providing documentation substantiating any investigation under taken and the results thereof.

5. Funding

5.1 Compensation Payable by Participating Borough

a. In consideration of the solid waste service, Butler shall be charged an annual cost of \$400,000 for the first 2 years of this Agreement. Year 1 will be prorated to \$300,000 assuming an April 1, 2023 contract start. The Borough will increase the annual fee by 2% per year for each consecutive year starting in 2025. Because of the impact to municipal budgets the repayment schedule for the services provided will be as follows:

2023	\$300,000.00
2024	\$400,000.00
2025	\$408,000.00
2026	\$416,160.00
2027	\$424,483.00

b. In consideration of the recycling service, Butler shall be charged an annual cost of \$310,000 for the first 2 years of this Agreement. Year 1 will be prorated to \$232,500 assuming an April 1, 2023 contract start. The Borough will increase the annual fee by 2% per year for each consecutive year starting in 2025. Because of the impact to municipal budgets the repayment schedule for the services provided will be as follows:

2023	\$232,500.00
2024	\$310,000.00
2025	\$316,200.00
2026	\$322,524.00
2027	\$328,974.00

c. In consideration of the vegetative waste service, Butler shall be charged a cost of \$110,000 per year for the first 2 years of this Agreement. The Borough will increase the annual fee by 2% per year for each consecutive year. Because of the impact to municipal budgets the repayment schedule for the services provided will be as follows:

2023	\$110,000.00
2024	\$110,000.00
2025	\$112,200.00
2026	\$114,444.00
2027	\$116,732.00

5.2 Quarterly Payments by Butler to Bloomingdale

A. Butler shall provide sufficient funds in its budget to cover contract costs. Butler shall provide even quarterly payments for said contract charges, based on the amounts shown in Paragraph 5.1, for the duration of the term of the Agreement.

B. The quarterly payments shall be made as follows: March 1st, June 1st, September 1st, and December 1st of each year that the Agreement is in effect.

C. Failure by Butler to pay its quarterly contribution by the following month in which payment is due may result in the imposition of a five percent (5%) late penalty for that payment, as well as interest on the payment to accrue at the rate of five percent (5%) per annum.

D. If Butler fails to pay its contribution in a timely manner twice in one (1) calendar year, and in the event of a dispute over fees and Butler refuses to consent to placing said fees in escrow, it may be subject to cancellation of service by the affirmative vote of the majority of the Governing Body of Bloomingdale and shall be responsible for all costs incurred to the date of removal as well as any costs associated with the removal of Butler from the Agreement.

6. General Cooperation and Intent

A. It is the intention of the parties that the solid waste, vegetative waste and recycling collection activities within and on behalf of Butler shall be performed by the Department of Public Works staff of Bloomingdale according to the same general standards of performance, procedure and recordkeeping as said office presently furnished for matters within the Borough of Bloomingdale. Bloomingdale agrees that its employees and contractors will cooperate with the duly authorized representative of Butler to perform the services listed in Section 3.2 above.

B. At all times, Bloomingdale shall maintain responsibility for all personnel providing services covered under this Agreement.

7. Termination

This Agreement may be terminated upon the happening of any of the following events:

A. If there are incidents, that vary from the extent of this Agreement and there is no mutually agreeable resolution, Bloomingdale or Butler may terminate this Agreement with written advance notification to the other party within ninety (90) days of the end of the current calendar year; or

B. If, for any reason, the Department of Public Works providing services should become a financial liability for Bloomingdale, Bloomingdale reserves the right, upon written notice to Butler within ninety (90) days of the end of the current calendar year, to renegotiate or terminate this Agreement and Bloomingdale shall be held harmless by Butler for taking any such action to renegotiate/terminate; or

C. Butler may terminate this agreement with written notice to Bloomingdale within ninety (90) days of the end of the current calendar year.

8. Insurance

Each party will maintain their separate insurance coverage for automobile liability, general liability and worker's compensation for their respective employees.

9. Administrative and Legal Supervision

To the extent that is appropriate to matters pertaining to Butler's local laws, Bloomingdale personnel shall receive subject matter and specific information from Butler. In addition, the Municipal Attorney of Butler shall provide legal advice, guidance and representation to Bloomingdale personnel on specific matters pertaining to Butler. It is expressly understood, however, that matters of discipline, compensation, attendance and related items remain under the sole control of Bloomingdale in regard to all persons serving under this Agreement who shall remain as employees of Bloomingdale.

10. Other Contracts

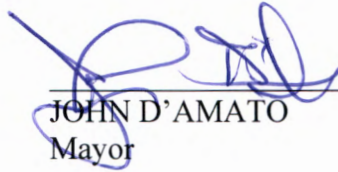
The parties recognize that this is not an exclusive agreement and that Bloomingdale shall be permitted to enter into similar agreements with other municipalities to provide the same services as specified herein.

11. Conformity of Local Ordinances with this Agreement

Bloomingtondale agrees that the terms and conditions of this Agreement are in accordance with the Local Ordinances of Butler. Butler shall advise Bloomingtondale of any conflicts to eliminate any such inconsistency.

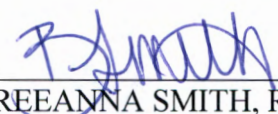
SIGNATURE PAGE TO FOLLOW

BOROUGH OF BLOOMINGDALE



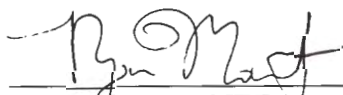
JOHN D'AMATO
Mayor

ATTEST:



BREEANNA SMITH, RMC
Municipal Clerk

BOROUGH OF BUTLER



RYAN MARTINEZ
Mayor

ATTEST:



BRANDI GRECO, RMC
Municipal Clerk

(Signature page for Shared Service Agreement for Collection of Vegetative, Recycling and Solid Waste)

**RESOLUTION NO. 2023-3.6
OF THE GOVERNING BODY OF
THE BOROUGH OF BLOOMINGDALE**

**RESOLUTION OF THE BOROUGH OF BLOOMINGDALE, COUNTY OF PASSAIC, STATE
OF NEW JERSEY APPROVING AND AUTHORIZING A SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF BLOOMINGDALE AND BOROUGH OF BUTLER FOR DPW
SERVICES INCLUDING THE COLLECTION OF VEGETATIVE WASTE, RECYCLING &
SOLID WASTE**

WHEREAS, the Borough of Butler has a need for services including the collection of vegetative waste, recycling and solid waste; and

WHEREAS, the Borough of Bloomingdale Department of Public Works is able to provide the aforementioned services for Butler; and

WHEREAS, the Borough of Bloomingdale will receive annual compensation for performance of such services as set forth in the Shared Services Agreement for the collection of vegetative waste, recycling and solid waste; and

WHEREAS, in enacting the "Uniform Shared Services and Consolidation Act," N.J.S.A. §40A:65-1 *et seq.*, the New Jersey Legislature has permitted municipalities to enter into agreements to provide or receive services to/from one another as a means to reduce municipal expenses; and

WHEREAS, accordingly, the Borough of Bloomingdale and the Borough of Butler desire to enter into this Interlocal Shared Services Agreement ("Agreement") through which the Borough of Bloomingdale shall perform the aforementioned collection services for the Borough of Butler.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Bloomingdale, in the County of Passaic, and State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute an Interlocal Shared Services Agreement with the Borough of Butler for DPW collection services including vegetative waste, recycling and solid waste; and

BE IT FURTHER RESOLVED that the Interlocal Shared Services 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.

This Resolution shall take effect immediately.

Record of Council Vote on Passage

COUNCIL PERSON	AYE	NAY	Abstain	Absent	COUNCIL PERSON	AYE	NAY	Abstain	Absent
Catalano	X				Dellaripa	X			
Graziano	X				Schubert	X			
Hudson	X				Yazdi	X			

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Governing Body of the Borough of Bloomingdale at an Official Meeting held on March 7, 2023.


Breanna Smith, RMC
Municipal Clerk, Borough of Bloomingdale

**BOROUGH OF BUTLER
RESOLUTION NO. 2023-42**

**RESOLUTION OF THE BOROUGH OF BUTLER AUTHORIZING ENTRY INTO
AND EXECUTION OF A SHARED SERVICE AGREEMENT FOR COLLECTION OF
VEGETATIVE, RECYCLING AND SOLID WASTE**

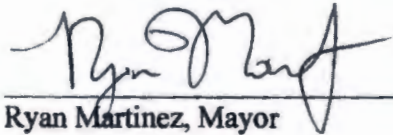
WHEREAS, The Borough of Bloomingdale will provide the Borough of Butler with solid waste, vegetative and recycling collection services as defined in a proposal submitted by the Borough of Bloomingdale; and

WHEREAS, Borough Administrator, James Lampmann, reviewed such proposal and agrees to the terms as defined therein; and

WHEREAS, Certified Municipal Finance Officer, James Kozimor has certified funds are available;

NOW, THEREFORE, BE IT RESOLVED that the Borough of Butler Mayor and Council hereby authorize the execution of the contract, a copy of which will be on file in the office of the Borough Clerk, upon receipt of final attorney review.

Approved: March 7, 2023



Ryan Martinez, Mayor

Attest:



Brandi L. Smith-Greco, RMC

Dated: March 7, 2023