

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Sussex County Municipal Utilities Authority COUNTY: Sussex

RECIPIENT: Borough of Stanhope COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Services of Certified Municipal Coordinator responsible for executing the mandatory annual municipal recycling tonnage report.
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EFFECTIVE DATE: January 1, 2018

EXPIRATION DATE: December 31, 2018

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**AGREEMENT BETWEEN STANHOPE BOROUGH
AND SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY
FOR CERTIFIED RECYCLING PROFESSIONAL (CRP)
TO CERTIFY THE 2017 ANNUAL RECYCLING TONNAGE REPORT**

Beginning 2013, each New Jersey municipality is required by the Recycling Enhancement Act (REA) to have mandatory Annual Recycling Tonnage Reports approved and "executed" by a Certified Recycling Professional (hereinafter "CRP"). Recycling Tonnage Reports will be submitted by the SCMUA via email to the New Jersey Department of Environmental Protection (NJDEP) utilizing a spreadsheet compatible with the Microsoft Excel structure provided by the Department.

THIS AGREEMENT by and between Stanhope Borough, a municipal body politic having its offices at 77 Main Street, Stanhope, New Jersey, 07874, and the Sussex County Municipal Utilities Authority (SCMUA), Sussex County, New Jersey, a body corporate and body politic organized and operating pursuant to NJSA 40:14B-1 et seq. having its offices located at 34 South Route 94, New Jersey, 07848 (hereinafter SCMUA), is dated this 1st day of March, 2018.

WHEREAS, Stanhope Borough, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Sussex County District Solid Waste Management Plan and amendments thereto and:

WHEREAS, Stanhope Borough is desirous of retaining CRP services of the SCMUA for certification of said Annual Recycling Tonnage Report; and:

WHEREAS, the award of this contract between the SCMUA and Stanhope Borough pursuant to N.J.S.A. Section 13:1E-99.14 and pursuant to N.J.S.A. Section 40A:11-5(2). is an exception to the bidding requirements as set forth in the "Local Public Contracts Law";

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, that Stanhope Borough and the SCMUA make this agreement.

1. Stanhope Borough shall retain the services of the SCMUA for a CRP that will be responsible for executing the mandatory annual municipal recycling tonnage report, as provided in the Sussex County District Solid Waste Management Plan, and with the State NJDEP.
2. It is understood that the responsibility for the accuracy of all tonnage and materials reported lies with the municipal representative as the designated preparer of the Recycling Tonnage Report. Stanhope Borough designates: Reenee Casapulla Recycling Coordinator Sussex County Municipal Utilities Authority as the preparer of the report. The Municipal report preparer is responsible for report verification should the NJDEP audit the report submittal.
3. Stanhope Borough shall be responsible to retain the appropriate documentation for five years in the event of a NJDEP field review/audit.
4. Stanhope Borough reserves the right to reasonably amend the terms of this Agreement by giving thirty (30) day written notification to the SCMUA of any changes thereto. The SCMUA reserves the right to

terminate this Agreement if the amendment is unacceptable to the SCMUA.

5. Stanhope Borough shall pay an annual fee of \$250.00 to the SCMUA for the CRP's services. Stanhope Borough agrees to pay all invoices within thirty (30) days upon finalization of the report and submittal of voucher. Notwithstanding any other provision herein. The SCMUA's liability arising out of this agreement for any reason whatsoever, whether known or unknown shall never be greater than the annual fee.
6. This agreement is effective for calendar year 2018 (2017 Recycling Tonnage Report), and may be extended for future years, in yearly increments, upon the mutual consent of both parties.
7. This agreement is the entire agreement between Stanhope Borough and the SCMUA and supersedes all previous agreements and discussions. Any amendments hereto must be in writing and must be duly executed by both Stanhope Borough and the SCMUA to become effective.
8. This Agreement will be entirely performed within the State of New Jersey and it shall be construed in accordance with the laws thereof.
9. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, void, ultravires, or unconstitutional, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS HERETO the parties hereto have set their hands of the proper public official as of the date and year first above written.

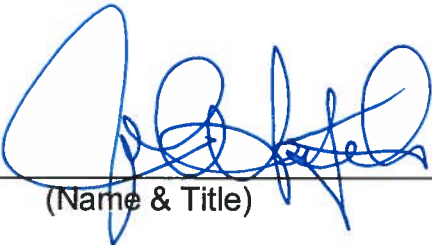
Borough of Stanhope
MUNICIPALITY

Rosemarie Maio, Mayor

(Name & Title)

By: Rosemarie Maio, Mayor
(Name & Title)

SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY



(Name & Title)

By: _____
(Name & Title)

A copy of this executed agreement shall be forwarded to the NJDEP, either electronically to REATAx@dep.state.nj.us or by mail to:

NJDEP-Solid & Hazardous Waste Management Program
401 E. State Street
Mail Code 401-02C
P.O. Box 420
Trenton, NJ 08625-0420
Attn: Mr. Joe Davis