

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Township of Berkeley COUNTY: Ocean

RECIPIENT: Borough of Ocean Gate COUNTY: Ocean

**BRIEF DESCRIPTION OF SERVICE:**

*Berkeley Township will include delinquent water customers serviced by Ocean Gate located in Berkeley Township on the 2016 Tax Sale.*

EFFECTIVE DATE: March 21, 2016

EXPIRATION DATE: December 31, 2016

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

**INTERLOCAL SERVICES AGREEMENT**  
**BETWEEN THE BOROUGH OF OCEAN GATE**  
**AND THE TOWNSHIP OF BERKELEY FOR COLLECTION OF**  
**DELINQUENT WATER CHARGES**

THIS AGREEMENT made this 21<sup>st</sup> day of March, 2016.

**BETWEEN: THE BOROUGH OF OCEAN GATE**, body Corporate and Politic of the State of New Jersey, having its principal offices located at 801 Ocean Gate Avenue, Ocean Gate, New Jersey 08740, (hereinafter referred to as “**Ocean Gate**”),

**AND: THE TOWNSHIP OF BERKELEY**, a body Corporate and Politic of the State of New Jersey, having its principal offices located at 1627 Pinewald-Keswick Road, Bayville, New Jersey 08721, (hereinafter referred to as “**Berkeley**”).

THIS AGREEMENT WAS AUTHORIZED BY RESOLUTION OF OCEAN GATE DATED FEBRUARY 25, 2016 AND BY RESOLUTION OF BERKELEY DATED March 21, 2016;

**WHEREAS**, Ocean Gate and Berkeley are both Public Agencies serving the residents and ratepayers of their respective municipalities; and

**WHEREAS**, Ocean Gate services and bills customer accounts for sanitary sewer service located within Berkeley; and

**WHEREAS**, certain customer accounts located within Berkeley are or may become delinquent due to non-payment of fees; and

**WHEREAS**, pursuant N.J.S.A. 54:5-1 et seq. outstanding unpaid charges for municipal services are subject to tax sale; and

**WHEREAS**, it is deemed to be in the best interest of the Public for Ocean Gate to include the delinquent Berkeley customer’s accounts in Berkeley’s tax sale; and

**WHEREAS**, the Uniform Shared Services and Consolidation Agreement Act, N.J.S.A. 40A:65-1 et. seq. permits municipal entities to enter into agreements for shared services.

**NOW THEREFORE** the parties hereunder do agree to the following:

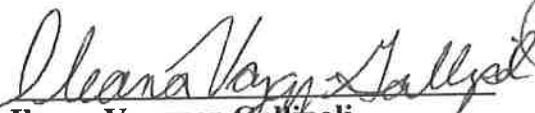
- 1) The parties to this agreement acknowledge that Ocean Gate currently services the portions of Berkeley immediately surrounding and continuous with Ocean Gate.
- 2) The parties to this agreement acknowledge that Ocean Gate currently charges a Residential and Non-Residential Flat Rate Water Charge for each customer, together with additional excess consumption charges above 20,000 gallons for each six month measured period, which is subject to collection if not timely paid.
- 3) The parties acknowledge that there are certain delinquent Berkeley customer accounts which are subject to tax sale.
- 4) Ocean Gate and Berkeley jointly enter into this agreement authorizing Berkeley to include delinquent accounts within Berkeley's tax sale.
- 5) On an annual basis, Berkeley will determine a date on which it will conduct tax sales. Upon determining such date for tax sales, Berkeley shall give Ocean Gate a minimum of sixty (60) days notice of the date of the tax sale. Upon written notice from Ocean Gate of delinquent Berkeley accounts, Berkeley agrees to include these delinquent accounts in Berkeley's next tax sale. Ocean Gate shall give Berkeley written notice of the requested inclusion a minimum of fifteen (15) days prior to the date of the tax sale. Ocean Gate shall provide Berkeley with the account information and amount(s) due, including interest calculations through the date of the tax sale scheduled by Berkeley.
- 6) The current delinquent account statements attached hereto shall constitute sufficient notice and shall be included in Berkeley's next tax sale.
- 7) Berkeley shall bear the costs associated with the inclusion of the delinquent accounts in Berkeley's tax sales. Berkeley shall be entitled to add a cost of redemption of two percent (2%) or minimum redemption fee of \$15.00 to all delinquent accounts of Ocean Gate prior to tax sale. Berkeley shall be entitled to retain the added cost of redemption of any delinquent accounts of Ocean Gate which are redeemed by account holders.
- 8) The initial term of the agreement shall be from the date of adoption of Resolutions by Ocean Gate and Berkeley approving and ratifying the Agreement through December 31, 2016. It is the parties' intent that this Agreement be self-renewing

with each consecutive, one-year term commencing on January 1st and terminating December 31st of the same calendar year. Either party has the ability to terminate this Agreement upon written notice prior to the next renewal period.

- 9) Berkeley shall distribute the tax sale proceeds for the aforementioned delinquent accounts to Ocean Gate within thirty (30) days of the tax sale.
- 10) The non-performing party shall indemnify, hold harmless and defend the performing party, its elected and appointed officials, employees, officers and agents against all liability, claims, suits, losses, damages, costs and demands arising out of or connected with the performance of any service authorized by this agreement.
- 11) This Agreement identified above constitutes the entire Agreement between Berkeley and Ocean Gate regarding placement of delinquent accounts for tax sale and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.
- 12) Neither Berkeley nor the Ocean Gate shall assign or transfer its interest in this Agreement without the prior written consent of the other party.
- 13) It is agreed that a failure or delay in the enforcement of any of the provisions of this agreement by either party shall not constitute a waiver of those provisions.
- 14) If any provision or provisions of this agreement be determined to be invalid or contrary to New Jersey law only these provisions shall be struck and the remaining provisions of this agreement shall survive.
- 15) The parties hereto represent and warrant that the person executing this agreement has the full power and authority to enter into this agreement and that this agreement has been duly authorized by the appropriate Resolution of each entity.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

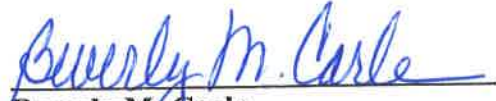
**ATTEST:**

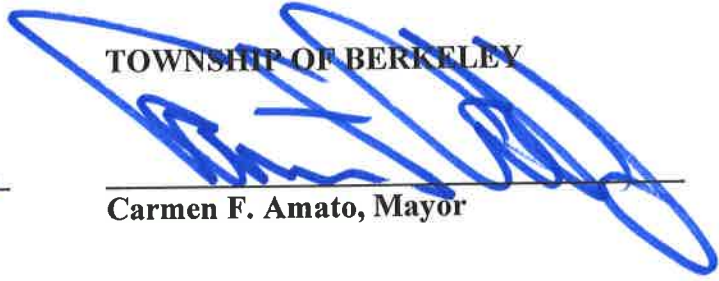
  
**Heana Vazquez-Gallipoli**  
Municipal Clerk

**BOROUGH OF OCEAN GATE**

  
**Paul J. Kennedy, Mayor**

ATTEST:

  
Beverly M. Carle  
Municipal Clerk

TOWNSHIP OF BERKELEY  
  
Carmen F. Amato, Mayor

**RESOLUTION 2016-67**

**RESOLUTION OF THE BOROUGH OF OCEAN GATE, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF OCEAN GATE AND THE TOWNSHIP OF BERKLEY**

**WHEREAS**, The Borough of Ocean Gate (Ocean Gate) and the Township of Berkeley (Berkeley) are both Public Agencies serving the residents and taxpayers of their respective communities; and

**WHEREAS**, Ocean Gate services and bills customer accounts located within Berkeley; and

**WHEREAS**, certain customer accounts located within Berkeley are or may become delinquent due to non-payment of fees and pursuant to N.J.S.A. 54:5-1 et seq. are subject to tax sale; and

**WHEREAS**, it is deemed to be in the best interest of the ratepayers to enter into an Interlocal Services Agreement with Berkeley authorizing the aforementioned delinquent accounts to be included within Berkeley's tax sale; and

**WHEREAS**, the Uniform Shared Services and Consolidation Agreement Act, N.J.S.A. 40A:65-1 et. seq. permits municipal entities to enter into agreements for shared services;

**NOW, THEREFORE BE IT RESOLVED**, by the Commissioners of Ocean Gate, County of Ocean, State of New Jersey as follows:

1. The Mayor of Ocean Gate is hereby authorized to execute and the Borough Clerk to attest to an Interlocal Services Agreement, which shall be attached hereto and made a part hereof, between the Borough of Ocean Gate and the Township of Berkeley.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the following:

1. Ocean Gate Mayor and Council
2. Township of Berkeley Mayor and Council
3. John Camera, Berkeley Administrator
4. Paulette M. Konopka, Ocean Gate Chief Financial Officer.

**CERTIFICATION**

I, Ileana Vazquez-Gallipoli, Municipal Clerk of the Borough of Ocean Gate, County of Ocean, State of New Jersey, hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted at a Council Meeting held February 25, 2016.

  
Ileana Vazquez-Gallipoli, RMC, CMR  
Municipal Clerk