

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of North Haledon COUNTY: Passaic

RECIPIENT: Manchester Utilities Authority COUNTY: Passaic

BRIEF DESCRIPTION OF SERVICE:

Use of North Haledon's Tax Collector to provide utility lien and collection services for the MUA.

EFFECTIVE DATE: May 19, 2016

EXPIRATION DATE: December 31, 2016

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.

**INTERLOCAL SERVICES AGREEMENT BETWEEN
THE BOROUGH OF NORTH HALEDON AND
THE MANCHESTER UTILITIES AUTHORITY**

THIS INTERLOCAL SERVICES AGREEMENT (the "Agreement") is made and dated as of the 19th day of May, 2016, by and between the **BOROUGH OF NORTH HALEDON**, a municipal corporation of the State of New Jersey with offices located at 103 Overlook Avenue, North Haledon, New Jersey, 07508, hereinafter referred to as "North Haledon" and the **MANCHESTER UTILITIES AUTHORITY**, created and established by virtue of an ordinance numbered 2-18-2004A duly adopted by the Borough Council of the Borough of Haledon on March 17, 2004, (the "Creation Ordinance"), pursuant to the Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-1 et seq.) of the State of New Jersey, as amended and supplemented (the "Act"), a public body corporate and politic of the State of New Jersey with all the powers, privileges and authority conferred by the Act with offices located at 510 Belmont Avenue, Haledon, New Jersey, 07508 hereinafter referred to as the "Authority".

WITNESSETH

WHEREAS, it is deemed to be in the best interests of the residents and ratepayers of North Haledon and the Authority to enter into a contract pursuant to N.J.S.A. 40:8A-a, et seq. (the "Interlocal Services Act") to assist the Authority in its collections as and for significantly delinquent accounts; and

WHEREAS, by Resolution No. 2016-27 adopted on May 9, 2016, and Resolution No. 107-2016 adopted on May 18, 2016 North Haledon and the Authority authorized the entry of the within Agreement between the parties; and

WHEREAS, North Haledon wishes to provide the services of its Tax Collector in order to assist the Authority in its goal to more efficiently manage its collections; and

WHEREAS, North Haledon employs a Tax Collector who is qualified and able to provide utility lien and collection services in accordance with the terms set forth herein; and

WHEREAS, the Authority is prepared to pay for the cost of North Haledon's Tax Collector to perform the required services in the interest of the welfare of its ratepayers, who includes residents of North Haledon; and

WHEREAS, North Haledon has advised the Authority that there are certain costs involved to conduct the lien sale; and

WHEREAS, North Haledon and the Authority wish to memorialize herein their Interlocal Services Agreement for the provision and funding by the Authority for the services described herein; and

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the Authority and the Borough of North Haledon, each for itself, its successors and assigns, do mutually covenant, promise and agree as follows:

1. (a) North Haledon's Tax Collector shall prepare and conduct a utility lien sale as and for the Authority's delinquent accounts for ratepayers located in the Borough of North Haledon. The Authority shall provide the Tax Collector with any and all information in order to conduct the sale. The sale shall take place in July of 2016.

(b) The cost to the Authority for this service is as follows:

Payment for the Tax Collector Time to Conduct 2016 Lien Sale	\$1,500.00
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North Haledon shall then pay the \$1,000.00 fee directly to the Tax Collector as reimbursement for her time to conduct the 2016 Lien Sale. The additional \$500.00 is an administrative fee as and for North Haledon.

(c) The initial term of this Agreement shall be upon the completion of any and all services required to complete the June of 2016 utility lien sale.

(d) The Borough of North Haledon, as an agent for the Authority, shall assume all responsibility for its Tax Collector to provide the agreed upon utility lien services to the Authority as and through its Employment Contract with its Tax Collector. This Agreement in no way creates an Employer/Employee relationship between the Authority and the Borough of North Haledon's Tax Collector. North Haledon Tax Collector shall continue to be paid by the Borough of North Haledon as and for her services. The payment between North Haledon and the Authority as referenced in paragraph 1(b) is separate and apart from any compensation paid to the North Haledon Tax Collector by North Haledon.

2. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing, which is signed by all of the parties hereto.

3. If one or more of the provisions of this Agreement are determined to be contrary to law, then such provision or provisions shall be deemed severable from the remaining provisions and shall not affect the validity of the other provisions of this Agreement.

4. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

5. Unless otherwise specified, all notices required under the terms of this Agreement shall be given by mailing such notices by certified or registered mail, return receipt requested, to the

address of the parties. Notices to the Borough of North Haledon shall be sent to the Municipal Clerk of the Borough. Notices to the Authority shall be sent to the Chairman of the Authority.

IN WITNESS WHEREOF, the Authority and the Borough have caused their respective seals to be hereunto affixed and attested and this Agreement to be signed by their respective, duly authorized officers and to be dated as of the day and year first written above.

BOROUGH OF NORTH HALEDON

BY: *Randy George*
RANDY GEORGE, MAYOR

ATTEST:
Renate Elatab

RENATE ELATAB, BOROUGH ADMINISTRATOR

MANCHESTER UTILITIES AUTHORITY

BY: *Victor J. D'Ambrosio*
**VICTOR J. D'AMBROSIO,
CHAIRMAN**

ATTEST:
Denise Wahad

**DENISE WAHAD, ASSISTANT
SECRETARY**