

Agreement between Byram Township and the Town of Newton
Regarding Tax Collection Services

This Agreement, made this 2nd day of ~~August~~ Sept, 2014, by and between:

The Town of Newton (Newton), a Municipal Corporation, Incorporated in the State of New Jersey, and located at 39 Trinity Street, New Jersey, 07860; and

The Township of Byram (Byram), a Municipal Corporation, Incorporated in the State of New Jersey, and located at 10 Mansfield Drive, Stanhope, New Jersey, 07874.

WITNESSETH:

WHEREAS, Byram is in need of a Certified Tax Collector to provide Tax Collection Services; and

WHEREAS, Newton has the ability to provide said services to Byram; and

WHEREAS, Byram and Newton desire to enter into an agreement in which Byram shall utilize Newton's Certified Tax Collector to provide Byram with Tax Collection Services for a limited period;

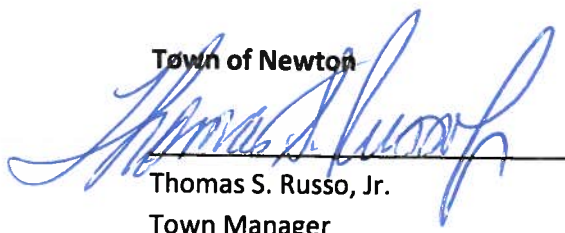
NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises and consideration recited herein, the parties hereto agree as follows:

1. Newton will allow Newton's Certified Tax Collector to be appointed by Byram as Byram's interim Tax Collector pursuant to N.J.S.A. 40A:9-141, while Byram hires and trains an individual to become its permanent Tax Collector.
2. Newton's Certified Tax Collector shall serve as Interim Tax Collector for Byram from September 11, 2014 through April 30, 2015 (an eight (8) month period).
3. Byram shall pay Newton a total of \$24,000 for providing Certified Tax Collection Services to Byram. Such sum shall be paid in equal installments of \$3,000 per month for the duration of the Agreement.
4. Newton shall be responsible for compensating the Tax Collector for the services the Tax Collector provides to Byram by way of Newton's regular payroll.
5. Newton's Certified Tax Collector's regular available hours to Byram shall be:
 - Tuesday and Thursday (8:30 AM – 12:30 PM).
 - These regular hours can be adjusted with input from the Newton Certified Tax Collector and the approval of the Managers from both towns and such approval will not be unreasonably withheld.
6. Byram will receive on average eight (8) hours of service each week. Weeks containing a holiday may require an adjustment to the aforementioned schedule.

7. Should Newton's Certified Tax Collector provide services to Byram in excess of the two hundred and eighty (280) hours contemplated by this Agreement, Byram will compensate Newton at a rate of eighty-five dollars (\$85.00) per hour for every hour, or partial hour thereof, in excess of the 280 contracted for. Byram shall be responsible for maintaining complete and accurate records of the hours the Newton Certified Tax Collector performs services for Byram and reporting such hours to Newton.
8. Both parties shall have the right to terminate this Agreement by giving to the other party thirty (30) days written notice of their election to do so for any reason or no reason during the term of the Agreement. Written notice shall be delivered to the respective managers for each municipality, via hand delivery, email, facsimile or regular mail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and caused their proper seals to be affixed hereto the day and year first above written.

Town of Newton

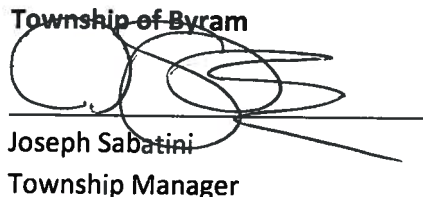


Thomas S. Russo, Jr.
Town Manager

ATTEST:



Township of Byram



Joseph Sabatini
Township Manager

ATTEST:

