

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Sussex County
Municipal Utility COUNTY: Sussex
Authority

RECIPIENT: Ogdensburg Borough COUNTY Sussex

BRIEF DESCRIPTION OF SERVICE:

*For a Certified Recycling Professional to
Prepare Annual Recycling Tonnage
Report.*

EFFECTIVE DATE: 1/1/15

EXPIRATION DATE: 12/31/15

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 THE BOROUGH OF OGDENSBURG AND SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY FOR CERTIFIED RECYCLING PROFESSIONAL (CRP) TO PREPARE THE 2014 ANNUAL RECYCLING TONNAGE REPORT

Beginning 2012, each New Jersey municipality is required by the Recycling Enhancement Act (REA) to have a 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 Protections (NJDEP) utilizing a spreadsheet compatible with the Microsoft Excel structure provided by the Department.

THIS AGREEMENT BY AND BETWEEN THE Borough of Ogdensburg, a municipal body politic having its offices at 14 Highland Avenue, Ogdensburg, New Jersey, 07439, and the Sussex County Municipal Utilities Authority (SCMUA), Sussex County, New Jersey, a body corporate and body politic organized and operating pursuant to N.J.S.A. 40:14B-1 et seq. having its offices located at 34 South Route 94, Lafayette, New Jersey, 07848 (hereinafter SCMUA), is dated this 23rd day of February, 2015.

WHEREAS, The Borough of Ogdensburg, 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, The Borough of Ogdensburg 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 the Borough of Ogdensburg 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";

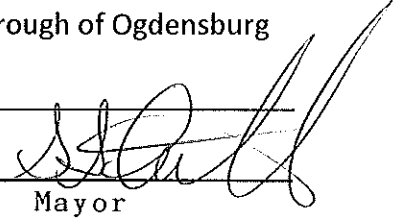
NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, the Borough of Ogdensburg and the SCMUA make this Agreement.

1. The Borough of Ogdensburg 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 DEP

2. It is understood that the responsibility for the accuracy of all tonnage and materials reported lies with the municipal representative of the Recycling Tonnage Report. The Borough of Ogdensburg designates: Donna Paiva as the preparer of the report. The Municipal report preparer is responsible for report verification should the NJDEP audit the report submittal.
3. The Borough of Ogdensburg shall be responsible to retain the appropriate documentation for five years in the event of a NJDEP field review/audit.
4. The Borough of Ogdensburg reserves the right to reasonably amend the terms of this Agreement by giving a 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. The Borough of Ogdensburg shall pay a fee of \$250.00 to the SCMUA for the CRP's services. The Borough of Ogdensburg agrees to pay 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 \$250.00
6. This Agreement is the entire Agreement between the Borough of Ogdensburg and the SCMUA and supersedes all previous agreements and discussions. Any amendments hereto must be in writing and must be duly executed by both the Borough of Ogdensburg writing and must be duly executed by both the Borough of Ogdensburg and the SCMUA to become effective.
7. This agreement will be entirely performed within the State of New Jersey and it shall be constructed in accordance with the laws thereof.
8. 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 Ogdensburg

By: 
Mayor

SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY

By: _____