

ORDINANCE NO. 15-19

**AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER II,
ADMINISTRATIVE CODE, SECTION 2-17, OFFICERS AND
EMPLOYEES GENERALLY, OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF ROXBURY, COUNTY
OF MORRIS, STATE OF NEW JERSEY**

BE IT ORDAINED, by the Township Council of the Township of Roxbury, in the County of Morris, and State of New Jersey, as follows:

SECTION 1. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.12, Personnel Classification System, paragraph b, is hereby amended and supplemented, to read as follows:

"b. The following Personnel Classification Schedule is hereby established for the Township of Roxbury:

<u>Pay Grade</u>	<u>Position Title</u>
3	Building Inspector
3	Administrative Aide
4	Executive Assistant
4	Recreation Program Director
4	Assistant to the Collector
4	Assistant to the Tax Assessor
5	Executive Assistant to the Manager
5	Deputy Township Clerk
5	Deputy CFO
5	Assistant to the CFO
5	Land Use Administrator
5	Zoning Officer
5	Assistant to the Township Clerk
6	Executive Assistant to Chief of Police
7	Tax Collector
7	Sr. Assist. To the Engineer
7	Sr. Registered Environmental Health Specialist
7	Court Administrator
7	Assistant Director of Public Works
8	Township Clerk
8	Tax Assessor
8	Information Technology Director
8	Construction Official

9	Township Planner
9	Certified Municipal Finance Officer
9	Recreation Director
10	Public Works Director
10	Township Engineer/Director of the Div. of Public Utilities
10	Police Chief
10	Township Manager

SECTION 2. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.13, Pay Plan, paragraph e, is hereby amended and supplemented to read as follows:

“e. The pay plan for non-union personnel shall utilize the Personnel Classification Schedule and the following pay plan:

<u>Grade</u>	<u>Minimum - Maximum</u>
1	\$0 - \$19,999
2	\$0 - \$29,999
3	\$0 - \$42,999
4	\$0 - \$55,000
5	\$0 - \$67,500
6	\$0 - \$74,500
7	\$0 - \$90,000
8	\$0 - \$115,000
9	\$0 - \$125,000
10	\$0 - \$185,000.

SECTION 3. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.15, Unclassified Schedule, is hereby amended and supplemented to read as follows:

"2-17.15 Unclassified Schedule.

In addition to the employees governed by the Classification Schedule, there shall be the following schedule of unclassified titles for those positions which have unique responsibilities or work schedules:

<u>Title</u>	<u>Minimum - Maximum</u>
Mayor	\$0 - \$6,607
Council Member	\$0 - \$6,319
Township Attorney	By Contract
Municipal Judge	\$0 - \$58,700
Coordinator/Office of Emergency Mgmt.	\$0 - \$16,000
Health HazMat Coordinator	\$0 - \$7,182
Licensing Officer	\$2,367
Interpreter	\$1,500

SECTION 4.Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.16, Part-Time Employees, is hereby amended and supplemented to read as follows:

"2-17.16 Part-Time Employees.

For those employees who work part-time/seasonally for the Township and whose job titles are not listed in subsection 2-17.12 above, the following pay plan shall be used:

<u>Title</u>	<u>Salary</u>
Seasonal Laborer	\$0 - \$15.00/hr
Snow Plow Driver	\$0 - \$25.00/hr
Sergeant-At-Arms/Municipal Court	\$123.96/session Jan-Feb; \$22.89/hr as of 3-1-09
Recreation Counselor – Seasonal*	\$0 - \$15.00/hr
Recreation Supervisor – Seasonal*	\$0 - \$20.00/hr
Recreation Program Director – Seasonal*	\$0 - \$5,400.00/season
Recreation Referee	\$0 - \$25.00/game
Recreation Certified Referee	\$0 - \$50.00/game
Clerical Assistance (temporary or part-time)	\$0 - \$15.00/hr
Crossing Guard	\$0 - \$18.00/hr
Fire Official/Safety Officer	\$0 - \$45.00/hr
Fire Inspectors	\$0 - \$25.00/hr
Engineering Inspector	\$0 - \$25.00/hr
Plumbing Subcode Official	\$0 - \$40.00/hr
Fire Subcode Official	\$0 - \$42.00/hr
Public Health Nurse	\$0 - \$43.00/hr
Special Police Officer	\$0 - \$45.00/hr
Public Assistance Director	\$0 - \$24.00/hr
Recreation Program Director	\$0 - \$28.39/hr

* Implemented by a seasonal contract

SECTION 5. The provisions of this Ordinance shall prevail except when superseded by formal collective bargaining agreements entered into by the Township of Roxbury and a recognized employee negotiating association.

SECTION 6. All ordinances of the Township of Roxbury which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 7. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 8. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law. All salaries noted herein shall be deemed effective January 1, 2019, unless otherwise noted and shall continue in effect until amended.

INTRODUCED: September 10, 2019
ADOPTED: September 24, 2019

Attest:


Amy E. Rhead, RMC
Township Clerk

EFFECTIVE: October 18, 2019

ORDINANCE NO. 13-20

**AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER II,
ADMINISTRATIVE CODE, SECTION 2-17, OFFICERS AND
EMPLOYEES GENERALLY, OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF ROXBURY, COUNTY
OF MORRIS, STATE OF NEW JERSEY**

BE IT ORDAINED, by the Township Council of the Township of Roxbury, in the County of Morris, and State of New Jersey, as follows:

SECTION 1. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.12, Personnel Classification System, paragraph b, is hereby amended and supplemented, to read as follows:

"b. The following Personnel Classification Schedule is hereby established for the Township of Roxbury:

<u>Pay Grade</u>	<u>Position Title</u>
3	Building Inspector
3	Administrative Aide
4	Executive Assistant
4	Recreation Program Director
4	Assistant to the Collector
4	Assistant to the Tax Assessor
5	Executive Assistant to the Manager
5	Deputy Township Clerk
5	Deputy CFO
5	Assistant to the CFO
5	Land Use Administrator
5	Zoning Officer
5	Assistant to the Township Clerk
6	Executive Assistant to Chief of Police
7	Tax Collector
7	Sr. Assist. To the Engineer
7	Sr. Registered Environmental Health Specialist
7	Court Administrator
7	Assistant Director of Public Works
8	Township Clerk
8	Tax Assessor
8	Information Technology Director
8	Construction Official

9	Township Planner
9	Certified Municipal Finance Officer
9	Recreation Director
10	Public Works Director
10	Township Engineer/Director of the Div. of Public Utilities
10	Police Chief
10	Township Manager

SECTION 2. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.13, Pay Plan, paragraph e, is hereby amended and supplemented to read as follows:

“e. The pay plan for non-union personnel shall utilize the Personnel Classification Schedule and the following pay plan:

<u>Grade</u>	<u>Minimum - Maximum</u>
1	\$0 - \$19,999
2	\$0 - \$29,999
3	\$0 - \$42,999
4	\$0 - \$55,000
5	\$0 - \$67,500
6	\$0 - \$74,500
7	\$0 - \$90,000
8	\$0 - \$115,000
9	\$0 - \$125,000
10	\$0 - \$189,000

SECTION 3. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.15, Unclassified Schedule, is hereby amended and supplemented to read as follows:

"2-17.15 Unclassified Schedule.

In addition to the employees governed by the Classification Schedule, there shall be the following schedule of unclassified titles for those positions which have unique responsibilities or work schedules:

<u>Title</u>	<u>Minimum - Maximum</u>
Mayor	\$0 - \$6,607
Council Member	\$0 - \$6,319
Township Attorney	By Contract
Municipal Judge	\$0 - \$58,700
Coordinator/Office of Emergency Mgmt.	\$0 - \$16,000
Health HazMat Coordinator	\$0 - \$7,182
Licensing Officer	\$2,367
Interpreter	\$1,500

SECTION 4.Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.16, Part-Time Employees, is hereby amended and supplemented to read as follows:

"2-17.16 Part-Time Employees.

For those employees who work part-time/seasonally for the Township and whose job titles are not listed in subsection 2-17.12 above, the following pay plan shall be used:

<u>Title</u>	<u>Salary</u>
Seasonal Laborer	\$0 - \$15.00/hr
Snow Plow Driver	\$0 - \$25.00/hr
Sergeant-At-Arms/Municipal Court	\$123.96/session Jan-Feb; \$22.89/hr as of 3-1-09
Recreation Counselor – Seasonal*	\$0 - \$15.00/hr
Recreation Supervisor – Seasonal*	\$0 - \$20.00/hr
Recreation Program Director – Seasonal*	\$0 - \$5,400.00/season
Recreation Referee	\$0 - \$25.00/game
Recreation Certified Referee	\$0 - \$50.00/game
Clerical Assistance (temporary or part-time)	\$0 - \$15.00/hr
Crossing Guard	\$0 - \$18.00/hr
Fire Official/Safety Officer	\$0 - \$45.00/hr
Fire Inspectors	\$0 - \$25.00/hr
Engineering Inspector	\$0 - \$25.00/hr
Plumbing Subcode Official	\$0 - \$40.00/hr
Fire Subcode Official	\$0 - \$42.00/hr
Public Health Nurse	\$0 - \$43.00/hr
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Recreation Program Director	\$0 - \$28.39/hr

* Implemented by a seasonal contract

SECTION 5. The provisions of this Ordinance shall prevail except when superseded by formal collective bargaining agreements entered into by the Township of Roxbury and a recognized employee negotiating association.

SECTION 6. All ordinances of the Township of Roxbury which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 7. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 8. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law. All salaries noted herein shall be deemed effective January 1, 2020, unless otherwise noted and shall continue in effect until amended.

INTRODUCED: September 08, 2020

ADOPTED: September 22, 2020

Attest:



Amy E. Rhead, RMC
Township Clerk

EFFECTIVE: October 16, 2020

ORDINANCE NO. 23-21

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER II, ADMINISTRATIVE CODE, SECTION 2-17, OFFICERS AND EMPLOYEES GENERALLY, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF ROXBURY, COUNTY OF MORRIS, STATE OF NEW JERSEY

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5	Executive Assistant to the Manager
5	Deputy Township Clerk
5	Assistant to the CFO
5	Land Use Administrator
5	Zoning Officer
5	Assistant to the Township Clerk
6	Executive Assistant to Chief of Police
6	Deputy CFO
7	Tax Collector
7	Sr. Assist. To the Engineer
7	Sr. Registered Environmental Health Specialist
7	Court Administrator
8	Assistant Director of Public Works
8	Township Clerk
8	Tax Assessor
8	Information Technology Director
8	Construction Official
9	Township Planner
9	Certified Municipal Finance Officer
9	Recreation Director

10	Public Works Director
10	Township Engineer/Director of the Div. of Public Utilities
10	Police Chief
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SECTION 2. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.13, Pay Plan, paragraph e, is hereby amended and supplemented to read as follows:

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2	\$0 - \$29,999
3	\$0 - \$42,999
4	\$0 - \$55,000
5	\$0 - \$70,000
6	\$0 - \$80,000
7	\$0 - \$91,776
8	\$0 - \$115,000
9	\$0 - \$125,000
10	\$0 - \$195,000

SECTION 3. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.15, Unclassified Schedule, is hereby amended and supplemented to read as follows:

"2-17.15 Unclassified Schedule.

In addition to the employees governed by the Classification Schedule, there shall be the following schedule of unclassified titles for those positions which have unique responsibilities or work schedules:

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Interpreter	\$1,500

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Code Enforcement Officer	\$0 - \$28.00/hr

* Implemented by a seasonal contract

SECTION 5. The provisions of this Ordinance shall prevail except when superseded by formal collective bargaining agreements entered into by the Township of Roxbury and a recognized employee negotiating association.

SECTION 6. All ordinances of the Township of Roxbury which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

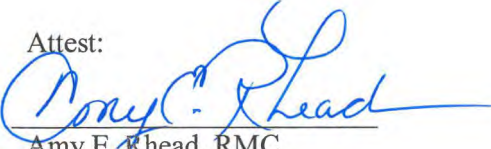
SECTION 7. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 8. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law. All salaries noted herein shall be deemed effective January 1, 2021, unless otherwise noted and shall continue in effect until amended.

INTRODUCED: June 29, 2021

ADOPTED: July 13, 2021

Attest:


Amy E. Rhead, RMC
Township Clerk

EFFECTIVE: August 6, 2021

ORDINANCE NO. 13-22

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER II, ADMINISTRATIVE CODE, SECTION 2-17, OFFICERS AND EMPLOYEES GENERALLY, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF ROXBURY, COUNTY OF MORRIS, STATE OF NEW JERSEY

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5	Executive Assistant to the Manager
5	Deputy Township Clerk
5	Assistant to the CFO
5	Land Use Administrator
5	Zoning Officer
5	Assistant to the Township Clerk
6	Executive Assistant to Chief of Police
6	Deputy CFO
7	Tax Collector
7	Sr. Assist. To the Engineer
7	Sr. Registered Environmental Health Specialist
7	Court Administrator
8	Assistant Director of Public Works
8	Township Clerk
8	Tax Assessor
8	Information Technology Director
8	Construction Official
9	Township Planner
9	Certified Municipal Finance Officer
9	Recreation Director

10	Public Works Director
10	Township Engineer/Director of the Div. of Public Utilities
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SECTION 2. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.13, Pay Plan, paragraph e, is hereby amended and supplemented to read as follows:

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2	\$0 - \$29,999
3	\$0 - \$42,999
4	\$0 - \$55,000
5	\$0 - \$71,000
6	\$0 - \$80,000
7	\$0 - \$94,040
8	\$0 - \$117,500
9	\$0 - \$126,500
10	\$0 - \$195,000

SECTION 3. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.15, Unclassified Schedule, is hereby amended and supplemented to read as follows:

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Licensing Officer	\$2,367
Interpreter	\$1,500

SECTION 4. Chapter II, Administrative Code, Section 2-17, Officers and Employees Generally, subsection 2-17.16, Part-Time Employees, is hereby amended and supplemented to read as follows:

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<u>Title</u>	<u>Salary</u>
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Sergeant-At-Arms/Municipal Court	\$123.96/session Jan-Feb; \$22.89/hr as of 3-1-09
Recreation Counselor – Seasonal*	\$0 - \$16.00/hr
Recreation Supervisor – Seasonal*	\$0 - \$20.00/hr
Recreation Program Director – Seasonal*	\$0 - \$7,000.00/season
Recreation Referee	\$0 - \$25.00/game
Recreation Certified Referee	\$0 - \$60.00/game
Lifeguard	\$0 - \$17.00/hr
Clerical Assistance (temporary or part-time)	\$0 - \$15.00/hr
Crossing Guard	\$0 - \$18.50/hr
Fire Official/Safety Officer	\$0 - \$45.00/hr
Fire Inspectors	\$0 - \$26.00/hr
Engineering Inspector	\$0 - \$25.00/hr
Plumbing Subcode Official	\$0 - \$42.00/hr
Fire Subcode Official	\$0 - \$42.00/hr
Public Health Nurse	\$0 - \$44.00/hr
Special Police Officer	\$0 - \$45.00/hr
Public Assistance Director	\$0 - \$24.00/hr
Recreation Program Director	\$0 - \$28.39/hr
Skilled Laborer	\$0 - \$25.00/hr
Code Enforcement Officer	\$0 - \$28.50/hr

* Implemented by a seasonal contract

SECTION 5. The provisions of this Ordinance shall prevail except when superseded by formal collective bargaining agreements entered into by the Township of Roxbury and a recognized employee negotiating association.

SECTION 6. All ordinances of the Township of Roxbury which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 7. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 8. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law. All salaries noted herein shall be deemed effective January 1, 2022, unless otherwise noted and shall continue in effect until amended.

INTRODUCED: June 28, 2022
ADOPTED: July 12, 2022
EFFECTIVE: August 2, 2022

Attest:


Amy E. Rhead, RMC
Township Clerk

RESOLUTION NO. 2019-302

**A RESOLUTION AUTHORIZING SALARIES AND COMPENSATION
FOR EMPLOYEES FOR THE YEAR 2019**

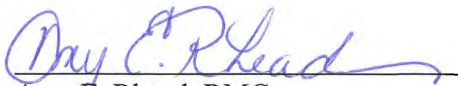
BE IT RESOLVED by the Township Council of the Township of Roxbury, County of Morris, and State of New Jersey, that the following salaries be established for the following Township employees for the year 2019 in accordance with Ordinance No. 15-19.

Executive Assistant – Manager’s Office	\$60,305
Certified Municipal Finance Officer	\$114,721
Assistant to the CFO/Purchasing Agent	\$64,401
Assistant to the CFO	\$55,000
Township Clerk	\$92,120
Assistant to the Township Clerk	\$40,000
Executive Assistant	\$47,269
Tax Assessor	\$100,654
Tax Collector	\$71,767
Information Technology Director	\$98,170
Court Administrator	\$84,953
Judge	\$54,500
Township Engineer/Director of the Division of Public Utilities	\$145,760
Public Works Director	\$122,652
Assistant to the Public Works Director	\$85,755
Senior Assistant to the Engineer	\$88,288
Township Planner	\$119,982
Land Use Administrator	\$65,899
Construction Code Official	\$112,042
Zoning Officer	\$65,700
Emergency Management Coordinator	\$15,346
Senior Registered Environmental Health Specialist	\$90,000
Recreation Director	\$86,158
Recreation Program Director	\$51,750
Executive Assistant to the Chief of Police	\$69,520
Police Chief	\$183,300
Township Manager	\$160,000
Assistant to Tax Assessor	\$53,559

BE IT FURTHER RESOLVED that this Resolution shall take effect after publication and the 20 day statutory time period for the adoption of Ordinance No. 15-19. A copy of this Resolution shall be provided to the Township Chief Financial Officer.

ADOPTED: September 24, 2019

Attest:


Amy E. Rhead, RMC
Township Clerk

LS/Finance

RESOLUTION NO. 2020-247

**A RESOLUTION AUTHORIZING SALARIES AND COMPENSATION
FOR EMPLOYEES FOR THE YEAR 2020**

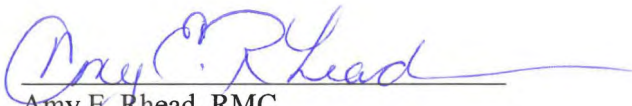
BE IT RESOLVED by the Township Council of the Township of Roxbury, County of Morris, and State of New Jersey, that the following salaries be established for the following Township employees for the year 2020 in accordance with Ordinance #13-20.

Executive Assistant – Manager’s Office	\$60,305
Certified Municipal Finance Officer	\$114,721
Assistant to the CFO/Purchasing Agent	\$64,401
Assistant to the CFO	\$55,000
Township Clerk	\$92,120
Assistant to the Township Clerk	\$40,000
Executive Assistant	\$47,269
Tax Assessor	\$100,654
Tax Collector	\$71,767
Information Technology Director	\$98,170
Court Administrator	\$84,953
Judge	\$54,500
Township Engineer/Director of the Division of Public Utilities	\$145,760
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Senior Registered Environmental Health Specialist	\$90,000
Recreation Director	\$86,158
Recreation Program Director	\$51,750
Executive Assistant to the Chief of Police	\$69,520
Police Chief	\$188,800
Township Manager	\$160,000
Assistant to Tax Assessor	\$53,559

BE IT FURTHER RESOLVED that this Resolution shall take effect after publication and the 20 day statutory time period for the adoption of Ordinance # 13-20. A copy of this Resolution shall be provided to the Township Chief Financial Officer.

ADOPTED: September 22, 2020

Attest:


Amy E. Rhead, RMC
Township Clerk

RESOLUTION NO. 2020-280

**A RESOLUTION AMENDING RESOLUTION NO. 2020-247 WHICH AUTHORIZED
SALARIES AND COMPENSATION FOR EMPLOYEES FOR THE YEAR 2020**

WHEREAS, the Township Council adopted Resolution No. 2020-247 on September 22, 2020 which authorized salaries and compensation for employees for the year 2020; and

WHEREAS, Resolution No. 2020-247 contained errors in the salary amounts associated with the positions within the Township due to personnel changes; and

WHEREAS, the purpose of this resolution is to amend Resolution No. 2020-247 by documenting the correct salaries and compensation for employees for the 2020 calendar year; and

WHEREAS, this Resolution No. 2020-280 supersedes Resolution No. 2020-247.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Roxbury, County of Morris, and State of New Jersey, that the following salaries be established for the following Township employees for the year 2020 in accordance with Ordinance No. 13-20:

Executive Assistant – Manager’s Office	\$60,305
Certified Municipal Finance Officer	\$114,721
Assistant to the CFO/Purchasing Agent	\$64,401
Assistant to the CFO	\$55,000
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Administrative Aide	\$40,000
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Tax Assessor	\$100,654
Tax Collector	\$71,767
Information Technology Director	\$98,170
Court Administrator	\$75,000
Judge	\$54,500
Township Engineer/Director of the Division of Public Utilities	\$145,760
Public Works Director	\$122,652
Assistant to the Public Works Director	\$88,000
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Construction Code Official	\$112,042
Zoning Officer	\$67,014
Emergency Management Coordinator	\$15,346
Senior Registered Environmental Health Specialist	\$90,000
Recreation Director	\$80,000
Recreation Program Director	\$44,805
Executive Assistant to the Chief of Police	\$69,520
Police Chief	\$188,800
Township Manager	\$170,850
Assistant to Tax Assessor	\$45,000

BE IT FURTHER RESOLVED, that this Resolution shall take effect after publication and the 20 day statutory time period for the adoption of Ordinance No. 13-20. A copy of this Resolution shall be provided to the Township Chief Financial Officer.

ADOPTED: October 13, 2020

Attest:



Amy E. Rhead, RMC
Township Clerk

LS/Finance

RESOLUTION NO. 2021-192

A RESOLUTION AUTHORIZING SALARIES AND COMPENSATION FOR EMPLOYEES FOR THE YEAR 2021

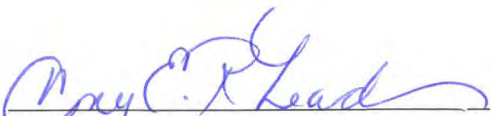
BE IT RESOLVED, by the Township Council of the Township of Roxbury, County of Morris, and State of New Jersey, that the following salaries be established for the following Township employees for the year 2021 in accordance with Ordinance No. 23-21.

Executive Assistant – Manager’s Office	\$61,511
Certified Municipal Finance Officer	\$117,015
Deputy Finance Officer/Purchasing Agent	\$75,000
Assistant to the CFO	\$56,100
Township Clerk	\$93,962
Administrative Aide	\$40,800
Executive Assistant	\$48,214
Tax Assessor	\$102,667
Tax Collector	\$77,500
Information Technology Director	\$100,133
Court Administrator	\$76,500
Judge	\$54,500
Township Engineer/Director of the Division of Public Utilities	\$148,675
Public Works Director	\$126,331
Assistant to the Public Works Director	\$93,994
Senior Assistant to the Engineer	\$90,054
Township Planner	\$122,358
Land Use Administrator	\$65,287
Construction Code Official	\$114,283
Zoning Officer	\$68,355
Emergency Management Coordinator	\$15,653
Senior Registered Environmental Health Specialist	\$91,776
Recreation Director	\$81,600
Recreation Program Director	\$47,046
Executive Assistant to the Chief of Police	\$70,911
Police Chief	\$192,576
Township Manager	\$175,976
Assistant to Tax Assessor	\$45,900

BE IT FURTHER RESOLVED, that this Resolution shall take effect after publication and the 20 day statutory time period for the adoption of Ordinance No. 23-21. A copy of this Resolution shall be provided to the Township Chief Financial Officer.

ADOPTED: July 13, 2021

Attest:


Amy E. Rhead, RMC
Township Clerk

RESOLUTION NO. 2022-205

A RESOLUTION AUTHORIZING SALARIES AND COMPENSATION FOR EMPLOYEES FOR THE YEAR 2022

BE IT RESOLVED, by the Township Council of the Township of Roxbury, County of Morris, and State of New Jersey, that the following salaries be established for the following Township employees for the year 2022 in accordance with Ordinance No. 13-22.

Executive Assistant – Manager’s Office	\$63,509
Finance Officer	\$95,000
Assistant to the CFO/Purchasing	\$51,250
Assistant to the CFO/Human Resources	\$57,502
Township Clerk	\$96,780
Administrative Aide – Clerk’s Office	\$41,820
Executive Assistant	\$49,419
Tax Assessor	\$105,233
Tax Collector	\$79,437
Information Technology Director	\$103,136
Court Administrator	\$78,412
Judge	\$54,500
Township Engineer/Director of the Division of Public Utilities	\$153,135
Public Works Director	\$130,436
Assistant to the Public Works Director	\$96,813
Senior Assistant to the Engineer	\$92,304
Township Planner	\$126,294
Land Use Administrator	\$66,888
Construction Code Official	\$117,139
Zoning Officer	\$70,063
Emergency Management Coordinator	\$16,043
Senior Registered Environmental Health Specialist	\$94,040
Recreation Director	\$86,600
Recreation Program Director	\$48,927
Executive Assistant to the Chief of Police	\$72,682
Police Chief	\$192,576
Township Manager	\$181,255
Assistant to Tax Assessor	\$47,047

NOTE: see Res # 2022-236 (07/26/22)
correcting salary to \$82K for Court
Administrator for CY2022 / *A. Rhead*

BE IT FURTHER RESOLVED, that this Resolution shall take effect after publication and the 20 day statutory time period for the adoption of Ordinance No. 13-22. A copy of this Resolution shall be provided to the Township Chief Financial Officer.

ADOPTED: July 12, 2022

Attest:



Amy L. Rhead, RMC
Township Clerk

RESOLUTION NO. 2022-236

**A RESOLUTION AMENDING RESOLUTION 2022-205 WHICH AUTHORIZES
SALARIES AND COMPENSATION FOR EMPLOYEES FOR THE YEAR 2022**

BE IT RESOLVED, by the Township Council of the Township of Roxbury, County of Morris, and State of New Jersey, that Resolution 2022-205, which established salaries for various Township employees for the year 2022 in accordance with Ordinance No. 13-22, be amended as follows:

Court Administrator \$82,000.00

BE IT FURTHER RESOLVED, that this Resolution shall take effect after publication and the 20 day statutory time period for the adoption of Ordinance No. 13-22. A copy of this Resolution shall be provided to the Township Chief Financial Officer.

ADOPTED: July 26, 2022

Attest:


Amy E. Rhead, RMC
Township Clerk

JMS/Manager

RESOLUTION NO. 2019-155

**A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
TO BUILDING INSPECTION UNDERWRITERS, INC. FOR THE
PROVISION OF AN ELECTRICAL SUBCODE OFFICIAL**

WHEREAS, the Township of Roxbury is in need of an electrical subcode official, and the current contract for the provision of said services will expire on June 11, 2019; and

WHEREAS, pursuant to N.J.S.A. 52:27D-124.3, a municipality may contract with a private agency to provide inspection and planning review services and to administer the provisions of the State's Uniform Construction Code; and

WHEREAS, the Township of Roxbury solicited bids for electrical subcode inspections and planning review in accordance with the Local Public Contracts Law for the provision of inspection and planning review services; and

WHEREAS, Building Inspection Underwriters, Inc. was the lowest responsible and responsive bidder with a bid of ninety (90%) percent of the State fee schedule; and

WHEREAS, the Purchasing Agent and the Construction Official have reviewed the bid and has recommended the award of the bid to Building Inspection Underwriters, Inc.; and

WHEREAS, the Chief Financial Officer of the Township of Roxbury has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Roxbury, in the County of Morris and State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Building Inspection Underwriters, Inc., Berlin, New Jersey.
2. The fee received by Building Inspection Underwriters, Inc. under this contract shall be based on ninety (90%) percent of the current State fees.
3. The duration of this contract shall be for one (1) year, with the option for two additional one year extensions.
4. Township Clerk is hereby authorized and directed to provide (2) certified copies of this resolution to the Purchasing Agent, a copy to the Construction Department and the Chief Financial Officer.
5. A certified copy of this resolution, notification of award and the associated contract will be forwarded to Building Inspection Underwriters, Inc., upon adoption of this resolution, by the Purchasing Agent.

ADOPTED: May 21, 2019

Attest:


Amy E. Rhead, RMC
Township Clerk

VF/Finance

AGREEMENT

This agreement made this 21st day of May, 2019 by and between **Building Inspection Underwriters, Inc., 302 East Pennsylvania Blvd, Feasterville, PA** and **The Township of Roxbury, 1715 Route 46, Ledgewood, NJ;**

WHEREAS, Building Inspection Underwriter, Inc. is engaged in the business of inspection of all types of construction, pursuant to the New Jersey “State Uniform Construction Code Act; and

WHEREAS, the Township of Roxbury having by Resolution appointed Building Inspection Underwrites Inc. as Electrical Sub-code Officials for the Township of Roxbury desirous that Building Inspectors Underwriter, Inc perform such inspections as shall be assigned to it in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto intending to be legally bound, do hereby agree as follows:

1. The New Jersey “State Uniform Construction Code Act: provides, inter alia, for the review of construction plans and the inspection of construction with respect to the maintenance and erection of buildings throughout the State of New Jersey, Township of Roxbury pursuant to the “State Uniform Construction Code Act” to accept inspection as to compliance with the Code of its Sub-Code or any Sub-code thereof make by an inspection authority approved by the State of New Jersey pursuant to law. In consideration of the foregoing, the Township of Roxbury appoints an inspection authority approved by the State of New Jersey to conduct the review of construction plans and the inspections of construction with respect to the maintenance and erection

of building in the Township of Roxbury in accordance with the terms of this Agreement.

2. It is hereby agreed by the parties hereto that Building Inspectors Underwriters, Inc. shall be authorized to perform such review of construction plans and the inspection of construction with respect to the maintenance and erection of building in the Township of Roxbury, in conformity with the New Jersey “State Uniform Construction Code Act” as follows:

_____ Building Sub-Code Official

_____ Plumbing Sub-Code Official

 X Electrical Sub-Code Official

_____ Fire Sub-Code Official

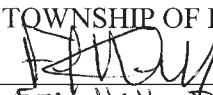
_____ Elevator Sub-Code Official

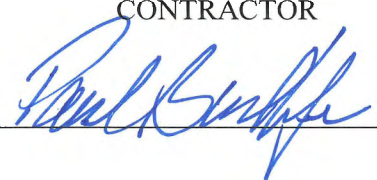
Electrical Sub Code Kurt Decker License #010961 of Building Inspectors Underwriters, Inc. reserves the right to add or substitute named representative when condition dictate and confirmed in writing.

3. Building Inspectors Underwriters, Inc. shall be paid by the municipality in the amount of Ninety percent (90%) state fees. Building Inspectors Underwriters, Inc. shall receive payment from the municipality for plan review and inspections in accordance with NJ A.C. 5:23-4.5A(j)
 - A. Twenty percent (20%) of the amount due upon issuance of subcode permit;
 - B. Sixty percent (60%) of the amount due thirty days hereafter;
 - C. Twenty percent (20%) of the amount due upon completion, as evidenced by issuance of inspection sticker approval for the subcode.

4. Building Inspectors Underwriters, Inc. hereby agrees that it will perform its services in cooperation with the municipal construction official and coordinate all efforts under his supervision.
5. The term of this agreement shall be (X) one year; () two years; () three years; commencing on the 11th day of June, 2019 and expiring on the 11th day of June, 2020, with the option to extend for two (2) addition one (1) year periods at the same percentage rate of State fees established in paragraph three (3) of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seals the day and year first above written,

ATTEST:  By:  Date: 6/11/19
Amy E. Rhead, Township Clerk Fred Hall, Deputy
Robert DeFillippo, Mayor

ATTEST:  By:  Date: 6/19
Witness

RESOLUTION NO. 2020-153

**A RESOLUTION APPROVING A ONE (1) YEAR EXTENSION TO THE CONTRACT
WITH BUILDING INSPECTION UNDERWRITERS, INC. FOR THE
PROVISION OF AN ELECTRICAL SUBCODE OFFICIAL**

WHEREAS, the Township of Roxbury previously awarded a contract to Building Inspection Underwriters, Inc. for electrical sub-code official services (Resolution 2019-155), which contract has a term expiring on June 12, 2020; and

WHEREAS, pursuant to the terms of the contract, the Township has the option to extend the term for two (2) additional one (1) year periods at the same rate established in the contract; and

WHEREAS, the Township would like to exercise the first one (1) year extension extending the contract term to June 12, 2021; and

WHEREAS, the Construction Official recommends that the Township exercise its option to extend the contract with Building Inspection Underwriters, Inc. for one (1) additional year as set forth in the contract for an amount equal to ninety (90%) percent of the State fee schedule; and

WHEREAS, the Township Council wishes to extend the contract for an additional one (1) year term as it is in the best interest of the Township.

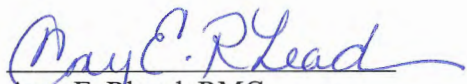
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Roxbury, in the County of Morris and State of New Jersey, as follows:

1. The contract with Building Inspection Underwriters, Inc. is hereby extended for an additional one (1) year period in accordance with the terms of the contract dated May 21, 2019 which contract is on file in the office of the Township Clerk.
2. The fee received by Building Inspection Underwriters, Inc. under the contract shall be based on ninety (90%) percent of the current State fees.
3. The duration of this extension shall be for one (1) year, expiring on June 12, 2021.

BE IT FURTHER RESOLVED, that the Township Clerk is hereby authorized and directed to provide (2) certified copies of this resolution to the Purchasing Agent, a copy to the Construction Official and the Chief Financial Officer.

ADOPTED: June 9, 2020

Attest:


Amy E. Rhead, RMC
Township Clerk

VW/Finance

RESOLUTION NO. 2021-093

**A RESOLUTION APPROVING A ONE (1) YEAR EXTENSION TO THE CONTRACT WITH
BUILDING INSPECTION UNDERWRITERS, INC. FOR THE
PROVISION OF AN ELECTRICAL SUBCODE OFFICIAL**

WHEREAS, the Township of Roxbury previously awarded a contract to Building Inspection Underwriters, Inc. for electrical sub-code official services (Resolution 2019-155), which contract has a term expiring on June 12, 2020; and

WHEREAS, pursuant to the terms of the contract, the Township has the option to extend the term for two (2) additional one (1) year periods at the same rate established in the contract; and

WHEREAS, the Township authorized the first contract extension on June 9, 2020 (Resolution 2020-153); and

WHEREAS, the Township would like to exercise the second one (1) year extension extending the contract term to June 12, 2022; and

WHEREAS, the Construction Official recommends that the Township exercise its option to extend the contract with Building Inspection Underwriters, Inc. for one (1) additional year as set forth in the contract for an amount equal to ninety (90%) percent of the State fee schedule; and

WHEREAS, the Township Council wishes to extend the contract for an additional one (1) year term as it is in the best interest of the Township.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Roxbury, in the County of Morris and State of New Jersey, as follows:

1. The contract with Building Inspection Underwriters, Inc. is hereby extended for an additional one (1) year period in accordance with the terms of the contract dated May 21, 2019 which contract is on file in the office of the Township Clerk.
2. The fee received by Building Inspection Underwriters, Inc. under the contract shall be based on ninety (90%) percent of the current State fees.
3. The duration of this extension shall be for one (1) year, expiring on June 12, 2022.

BE IT FURTHER RESOLVED, that the Township Clerk is hereby authorized and directed to provide (2) certified copies of this resolution to the Purchasing Agent, a copy to the Construction Official and the Chief Financial Officer.

ADOPTED: April 13, 2021

Attest:


Amy E. Rhead, RMC
Township Clerk

RESOLUTION NO. 2022-113

**A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
TO BUILDING INSPECTION UNDERWRITERS, INC. FOR THE
PROVISION OF AN ELECTRICAL SUBCODE OFFICIAL**

WHEREAS, the Township of Roxbury is in need of an electrical subcode official, and the current contract for the provision of said services will expire on June 12, 2022; and

WHEREAS, pursuant to N.J.S.A. 52:27D-124.3, a municipality may contract with a private agency to provide inspection and planning review services and to administer the provisions of the State's Uniform Construction Code; and

WHEREAS, the Township of Roxbury solicited bids for electrical subcode inspections and planning review in accordance with the Local Public Contracts Law for the provision of inspection and planning review services; and

WHEREAS, Building Inspection Underwriters, Inc. was the lowest responsible and responsive bidder with a bid of ninety-five (95%) percent of the State fee schedule; and

WHEREAS, the Purchasing Agent and the Construction Official have reviewed the bid and has recommended the award of the bid to Building Inspection Underwriters, Inc.; and

WHEREAS, the Chief Financial Officer of the Township of Roxbury has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Roxbury, in the County of Morris and State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Building Inspection Underwriters, Inc., Feasterville, Pennsylvania.
2. The fee received by Building Inspection Underwriters, Inc. under this contract shall be based on ninety-five (95%) percent of the current State fees.
3. The duration of this contract shall be for one (1) year, with the option for two additional one-year extensions.
4. Township Clerk is hereby authorized and directed to provide (2) certified copies of this resolution to the Purchasing Agent, a copy to the Construction Department and the Chief Financial Officer.
5. A certified copy of this resolution, notification of award and the associated contract will be forwarded to Building Inspection Underwriters, Inc., upon adoption of this resolution, by the Purchasing Agent.

ADOPTED: April 26, 2022

Attest:


Amy E. Rhead, RMC
Township Clerk

AGREEMENT

This agreement made this ____ day of _____, 2022 by and between **Building Inspection Underwriters, Inc.** and the **Township of Roxbury**;

Whereas, **Building Inspection Underwriters, Inc.** is engaged in the business of inspection of all types of construction, pursuant to the New Jersey “State Uniform Construction Code Act, and

Whereas, the **Township of Roxbury** having by Resolution appointed **Building Inspection Underwriters, Inc.** as Subcode Officials for the **Township of Roxbury** desirous that **Building Inspection Underwriters, Inc.** perform such inspections as shall be assigned to it in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto intending to be legally bound, do hereby agree as follows:

1. The New Jersey “State Uniform Construction Code Act: provides, inter alia, for the review of construction plans and the inspection of construction with respect to the maintenance and erection of buildings throughout the State of New Jersey, **Township of Roxbury** pursuant to the “State Uniform Construction Code Act” to accept inspection as to compliance with the Code of its Sub-Code or any Subcode thereof make by an inspection authority approved by the State of New Jersey pursuant to law. In consideration of the foregoing, the Township of Roxbury appoints an inspection authority approved by the State of New Jersey to conduct the review of construction plans and the inspections of construction with respect to the maintenance and erection of building in the **Township of Roxbury** in accordance with the terms of this Agreement.

2. It is hereby agreed by the parties hereto that Building Inspection Underwriters, Inc. shall be authorized to perform such review of construction plans and the inspection of construction with respect to the maintenance and erection of building in the **Township of Roxbury**, in conformity with the New Jersey “State Uniform Construction Code Act” as follows:

_____ Building Sub-Code Official

_____ Plumbing Sub-Code Official

 X Electrical Sub-Code Official

_____ Fire Sub-Code Official

_____ Elevator Sub-Code Official

Electrical Sub Code Kurt Decker License #010961 of Building Inspection Underwriters, Inc. reserves the right to add or substitute named representative when condition dictate and confirmed in writing.

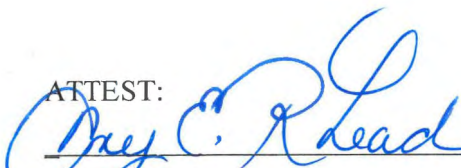
3. **Building Inspection Underwriters, Inc.** shall be paid by the municipality in the amount of **ninety-five percent (95%)** state fees. **Building Inspection Underwriters, Inc.** shall receive payment from the municipality for plan review and inspections in accordance with NJ A.C. 5:23-4.5A(j)

- A. Twenty percent (20%) of the amount due upon issuance of subcode permit;
- B. Sixty percent (60%) of the amount due thirty days hereafter;
- C. Twenty percent (20%) of the amount due upon completion, as evidenced by issuance of inspection sticker approval for the subcode.

4. **Building Inspection Underwriters, Inc.** hereby agrees that it will perform its services in cooperation with the municipal construction official and coordinate all efforts under his supervision.
5. The term of this agreement shall be (X) one year; () two years; () three years; commencing on the ____ day of June, 2022 and expiring on the ____ day of June, 2023, with the option to extend for two (2) addition one (1) year periods at the same percentage rate of State fees established in paragraph three (3) of this Agreement.

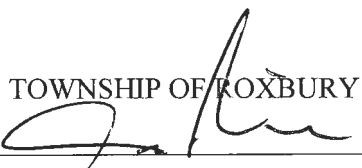
IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seals the day and year first above written,

ATTEST:


Amy E. Rhead, Township Clerk

TOWNSHIP OF ROXBURY

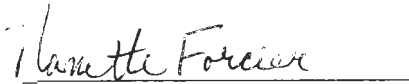
By:


James Rilee, Mayor

Date: _____

ATTEST:

CONTRACTOR


Witness
Nanette Forcier
Office Manager

By:


Paul E. Buchhofer, President

Date:

6/16/22

ATTEST:

**AN ADDENDUM TO THE SHARED SERVICES AGREEMENT FOR
CONSTRUCTION OFFICIAL/BUILDING INSPECTOR, HHS SERVICES**

This Addendum (the “Addendum”) to the Construction Official/Building Inspector, HHS Shares Services Agreement (the “Agreement”) is entered into by and between the Township of Roxbury, a municipal corporation of the State of New Jersey (“Roxbury”) with offices at 1715 Route 46, Ledgewood, New Jersey, 07852, and the Township of Randolph, a municipal corporation of the State of New Jersey (“Randolph”), with offices at 502 Millbrook Avenue, Randolph, New Jersey, 07869, effective this 8th day of March, 2019 (the “Effective Date”).

WITNESSETH:

WHEREAS, Roxbury and Randolph (hereinafter referred to as “Municipalities”) entered into the Agreement on February 6, 2014, whereby the Municipalities determined to share Construction Official/Building Inspector, HHS Services for use by their respective communities with Roxbury serving as the lead agency; and

WHEREAS, the Municipalities desire to extend the Agreement for an additional five (5) years; and

WHEREAS, the Municipalities intend for the terms of this Addendum to supplement the terms of the Agreement.

NOW, THEREFORE, the Agreement, dated February 6, 2014, by and between the Municipalities, is hereby supplemented as follows:

SECTION 1. TERM OF AGREEMENT AND EXTENSION. The term of the Agreement shall extend an additional five (5) years from the original term set forth in the Agreement. With this extension, the term of the Agreement shall expire on February 28, 2024.

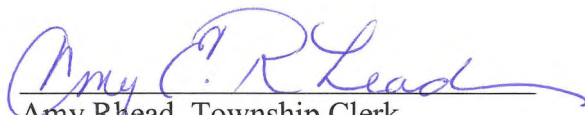
SECTION 2. ENTIRE AGREEMENT.

The Agreement and this Addendum constitute the entire agreement of the Municipalities and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the Municipalities, regarding the subject matter herein. Except as supplemented or amended by this Addendum, all of the terms and conditions in the Agreement remain in full force and effect.

EXECUTED by the parties on the Effective Date.

ATTEST:

TOWNSHIP OF ROXBURY

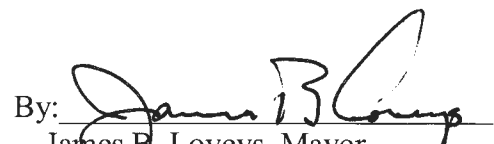

Amy Rhead, Township Clerk

By: 
Robert DeFillippo, Mayor

ATTEST:

TOWNSHIP OF RANDOLPH


Donna Luciani, Township Clerk

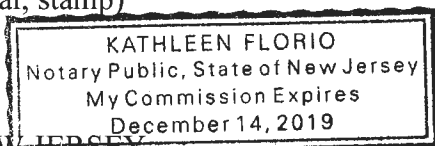
By: 
James B. Loveys, Mayor

STATE OF NEW JERSEY :
: SS
COUNTY OF MORRIS :

I CERTIFY that on February 21, 2019, **Amy Rhead** personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the **Township of Roxbury**, the municipal corporation named in the attached document; (b) this person is attesting witness to the signing of this document by the proper municipal officer who is **Robert DeFillippo**, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this 21st day
of February, 2019.

Kathleen Florio
(Notary sign, seal, stamp)



Amy C. Rhead
Amy Rhead, Township Clerk

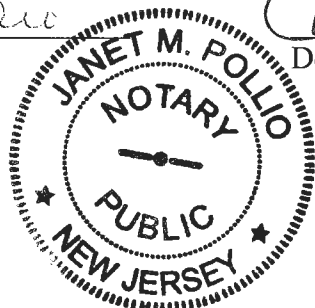
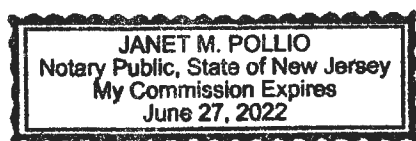
STATE OF NEW JERSEY : SS
COUNTY OF MORRIS :

I CERTIFY that on March 8, 2019, **Donna Luciani** personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the **Township of Randolph**, the municipal corporation named in the attached document; (b) this person is attesting witness to the signing of this document by the proper municipal officer who is **James B. Loveys**, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this 8 day
of March, 2019.

Janet M. Pollio
(Notary sign, seal, stamp)

Donna Luciani
Donna Luciani, Township Clerk



RESOLUTION NO. 59-19

TOWNSHIP OF RANDOLPH

MORRIS COUNTY, NEW JERSEY

**A RESOLUTION AUTHORIZING AN ADDENDUM TO THE
CONSTRUCTION OFFICIAL/BUILDING INSPECTOR, HHS SHARED
SERVICES AGREEMENT DATED FEBRUARY 6, 2014 WITH THE
TOWNSHIP OF ROXBURY**

WHEREAS, the Township of Randolph previously entered into an Agreement with the Township of Roxbury, whereby the municipalities determined to share Construction Official/Building Inspector and HHS Services for use by their respective communities with Roxbury serving as the lead agency; and

WHEREAS, the municipalities desire to extend the Agreement for an additional five (5) years under the same terms and conditions; and

WHEREAS, the municipalities wish to enter into an Addendum extending the term of the Agreement for an additional five (5) years.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Randolph, in the County of Morris and State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute the Addendum to the Construction Official/Building Inspector, HHS Shared Services Agreement between the Township of Roxbury and the Township of Randolph, a copy of which is on file in the Office of the Township Clerk. The Addendum to the Construction Official/Building Inspector, HHS Shared Services Agreement may be inspected by the public in the Township Clerk's Office during normal business hours.

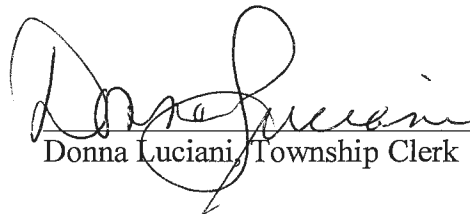
2. All Municipal Officials are hereby authorized and directed to take whatever actions may be necessary to implement the terms of the Addendum and this Resolution.

3. This Resolution shall take effect immediately.

CERTIFICATION

I, Donna Luciani, Township Clerk of the Township of Randolph, do hereby certify the above to be a true copy of resolution adopted by the Randolph Township Council at a regular meeting held on February 21, 2019.

Date: FEB 21 2019


Donna Luciani, Township Clerk

RESOLUTION NO. 2019-056

**A RESOLUTION AUTHORIZING AN ADDENDUM TO THE
CONSTRUCTION OFFICIAL/BUILDING INSPECTOR, HHS SHARED
SERVICES AGREEMENT DATED FEBRUARY 6, 2014 WITH THE
TOWNSHIP OF RANDOLPH**

WHEREAS, the Township of Roxbury previously entered into an Agreement with the Township of Randolph, whereby the municipalities determined to share Construction Official/Building Inspector and HHS Services for use by their respective communities with Roxbury serving as the lead agency; and

WHEREAS, the municipalities desire to extend the Agreement for an additional five (5) years under the same terms and conditions; and

WHEREAS, the municipalities wish to enter into an Addendum extending the term of the Agreement for an additional five (5) years.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Roxbury, in the County of Morris and State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute the Addendum to the Construction Official/Building Inspector, HHS Shared Services Agreement between the Township of Roxbury and the Township of Randolph, a copy of which is on file in the Office of the Township Clerk. The Addendum to the Construction Official/Building Inspector, HHS Shared Services Agreement may be inspected by the public in the Township Clerk's Office during normal business hours.

2. All Municipal Officials are hereby authorized and directed to take whatever actions may be necessary to implement the terms of the Addendum and this Resolution.

3. This Resolution shall take effect immediately.

ADOPTED: February 12, 2019

Attest:


Amy E. Rhead, RMC
Township Clerk

Keli (RAND-1140)
Construction Shared Services Agreement
112613 010714
112713 013014
121113 020614

**SHARED SERVICES AGREEMENT
FOR THE MUNICIPALITIES OF
TOWNSHIP OF RANDOLPH AND TOWNSHIP OF ROXBURY

CONSTRUCTION OFFICIAL/BUILDING INSPECTOR, HHS**

THIS AGREEMENT is made this February 6, 2014, by and between the Township of Randolph, a municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 502 Millbrook Avenue, Randolph, New Jersey 07869 (hereinafter referred to as "Randolph"); and Township of Roxbury, a municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 1715 Route 46, Ledgewood, New Jersey 07852 (hereinafter referred to as "Roxbury").

WHEREAS, Randolph and Roxbury (hereinafter referred to as "Municipalities", and each a "Municipality") share a contiguous border and have both the proximity and size that makes sharing of Construction Official/Building Inspector, HHS Services feasible; and

WHEREAS, there is a mutually beneficial opportunity to further improve the efficacy of Construction Official/Building Inspector, HHS Services for the Municipalities, while protecting the health, safety, and welfare of municipal residents and reducing the costs of delivering these services for the respective local governments; and

WHEREAS, the Municipalities have determined it to be in their mutual best interests to utilize shared Construction Official/Building Inspector, HHS Services for use by their respective communities with Roxbury as the lead agency; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth,

the Municipalities agree as follows:

I. SCOPE OF SERVICES

A. Roxbury agrees to provide the services of a licensed, qualified Construction Official/Building Inspector, HHS to Randolph. Roxbury will continue to operate from its current location at 1715 Route 46, and Randolph will continue to operate from its municipal facility at 502 Millbrook Avenue. Roxbury's Construction Official/Building Inspector, HHS shall provide technical and professional services and shall supervise construction code enforcement and construction permitting and inspections for both Municipalities.

1. The services shall include the administration and enforcement of all state statutes and regulations, as well as municipal codes and ordinances, relating to building and construction, the coordination of housing and building inspections, the supervision of sub code officials, the issuance of permits and the performance of any other duties authorized by the Uniform Construction Code Act.

B. Roxbury shall ensure that the Construction Official/Building Inspector, HHS is currently licensed, certified, qualified and is adequately trained and competent to perform the duties of Construction Official/Building Inspector, HHS.

C. The Construction Official/Building Inspector HHS shall remain the sole employee of Roxbury and Roxbury shall be responsible for the administration and payment of his/her salary and benefits, including any retirement benefits. However, all Construction Code Services employees in both Municipalities shall take direction from the Roxbury Construction Official/Building Inspector, HHS and shall provide services within both Townships as directed by the Roxbury Construction Official/Building Inspector, HHS.

II. ASSIGNMENT OF RESPONSIBILITY

A. RESPONSIBILITIES OF ROXBURY:

1. Roxbury shall act as the lead and enforcing agency in the delivery of shared Construction Official/Building Inspector, HHS Services.
2. Roxbury's Construction Official/Building Inspector, HHS shall be appointed by Randolph as Randolph's Construction Official/Building Inspector, HHS, as provided by the laws of the State of New Jersey.
3. Roxbury shall continue to employ and use its current state-licensed, certified, or authorized municipally employed Construction Code professionals - Building Sub Code Official, HHS, Plumbing Sub Code Official, HHS, Fire Sub Code Official, HHS, Technical Assistants and support staff.
4. Roxbury's Construction Official/Building Inspector, HHS will provide supervision to Randolph's Construction Code professionals who will remain employees of Randolph - Building Sub Code Official, HHS, Plumbing Sub Code Official, HHS, Fire Sub Code Official, HHS, Technical Assistants and support staff.
5. Employees referenced in Section 3 and 4 above shall be assigned as needed to provide Construction Code services in both Roxbury and Randolph, as well as other jurisdictions currently contracting for Construction Code services with Roxbury and Randolph, if any, as directed by Roxbury's Construction Official/Building Inspector, HHS.
6. Roxbury's Construction Official/Building Inspector, HHS shall be responsible for administering and enforcing Construction Code Services and overseeing performance of the Construction Code professionals within the jurisdictions of Roxbury and Randolph.
7. In-take for Randolph Construction Code services shall be provided at the municipal facility located at 502 Millbrook Avenue.
8. On or before February 10 of each year, Roxbury's Construction Official/Building

Inspector, HHS shall, in consultation with the municipal finance officer, prepare and submit to the governing bodies of Roxbury and Randolph, a report detailing the prior year's receipts and expenditures of the enforcing agency and making recommendations for any adjustments to the fee schedules of the Municipalities.

9. Both Municipalities shall continue to maintain their individual records under the supervision of Roxbury's Construction Official/Building Inspector, HHS. The Construction Official/Building Inspector, HHS shall, over time, work to achieve uniformity in the record keeping practices of the two Municipalities.
10. The Municipalities will continue to be responsible for their own insurance, repairs, maintenance, or replacement of any damaged or unusable apparatus, vehicles, and inspection equipment for Construction Code Services.

B. RESPONSIBILITIES OF RANDOLPH:

1. Randolph will be the supported agency under the terms of this agreement.
2. Randolph shall continue to employ and use its current state-licensed, certified, or authorized municipally employed Construction Code professionals - Building Sub Code Official, HHS, Plumbing Sub Code Official, HHS, Fire Sub Code Official, HHS and Technical Assistants - and these personnel will be under the direct supervision of Roxbury's Construction Official/Building Inspector, HHS. Randolph's Construction Code Professionals will provide their services to both Townships, as well as other jurisdictions currently contracting for Construction Code services with Randolph and Roxbury, if any, as directed by Roxbury's Construction Official/Building Inspector, HHS.

III. TERM OF AGREEMENT AND EXTENSION:

- A. This Agreement shall be put in place to allow Randolph to utilize Roxbury's Construction Official/Building Inspector, HHS, commencing on the 1st day of March 2014, and shall

remain in effect for a period of five (5) years until the 28th day of February 2019. Upon the written consent of the parties, this Agreement may be extended for additional five (5) year time periods .

- B. This Agreement shall become effective upon passage of any authorizing Resolution by the Municipalities as required by with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).
- C. This Agreement shall be considered in place for the entire period of the Agreement, unless one Municipality notifies the other Municipality, by certified mail, of its intentions to withdraw at least one hundred and eighty (180) days prior to the annual anniversary date, effective March 1st of the next year.

IV. COMPENSATION

- A. The Municipalities agree that the cost of shared Construction Official/Building Inspector, HHS Services shall be fairly and reasonably allocated to the Municipalities and agree to work collaboratively to identify all costs for the shared Construction Official/Building Inspector, HHS Services. For the purpose of calculating proportionate costs, salary and employee-related benefits and expenses for the Construction Official/Building Inspector, HHS shall be included, as well as any operational expenses associated with service delivery.
- B. The Municipalities will share in the combined costs of the shared Construction Official/Building Inspector, HHS services based upon the population of Randolph and of Roxbury.
- C. Randolph and Roxbury are not contractually obligated to provide Construction Official/Building Inspector, HHS Services to any other municipalities at this time. However, if Randolph or Roxbury became obligated to provide Construction Official/Building Inspector, HHS Services to other municipalities, Randolph and Roxbury

would share in the combined costs of the shared Construction Official/Building Inspector, HHS Services based upon the population of those other municipalities as well. As an example:

1. Randolph is contractually obligated to provide Construction Official/Building Inspector, HHS Services to Municipality A and Roxbury is contractually obligated to provide Construction Official/Building Inspector, HHS Services to Municipality B.

The population of those municipalities is as follows:

	<u>Population</u>	<u>Percentage</u>
Randolph	25,236	43
Municipality A	6,438	11
Roxbury	23,324	39.8
Municipality B	3,651	6.2
Total	58,649	

2. Since Randolph provides Construction Official/Building Inspector, HHS Services to Municipality A, and the combined population of both Randolph and Municipality A equals 54 percent of the total population of 58,649 for all four municipalities, Randolph is responsible for 54 percent of the costs of the Construction Official/Building Inspector, HHS Services.
3. Since Roxbury provides Construction Official/Building Inspector, HHS Services to Municipality B, and the combined population of both Roxbury and Municipality B equals 46 percent of the total population of 58,649 for all four municipalities, Roxbury is responsible for 46 percent of the costs of the Construction Official/Building Inspector, HHS Services.
4. If the costs of the shared Construction Code Services were \$100,000, Randolph would be responsible for \$54,000 and Roxbury would be responsible for \$46,000.

5. The Municipalities are also entitled to credit against the costs of the shared Construction Official/Building Inspector, HHS Services for inspection services provided to the other Municipality based on an hourly rate. For example, if a Roxbury Plumbing Sub Code Official HHS provides 65 hours of inspection services to Randolph at an hourly rate of \$56, Roxbury would be entitled to a credit of \$3,640 against the costs of the shared Construction Official/Building Inspector, HHS Services and Roxbury's responsibility for those costs would be reduced to \$42,360.

$$\$46,000 \quad - \quad \$3,640 \quad = \quad \$42,360$$

- D. Accounting records for the expenses associated with shared Construction Official/Building Inspector, HHS Services will be maintained by both municipalities and shall be available upon request.

V. PAYMENT PROCEDURE

- A. Roxbury shall prepare a report certifying the combined costs of the shared Construction Official/Building Inspector, HHS Services during the first week of November for the preceding ten month period.
- B. Roxbury shall provide a copy of that report and a bill and invoice to Randolph on or about November 15 of each year, which bill and invoice shall include actual costs through November 15 and an estimate of the shared costs through December 31.
- C. Randolph agrees to make payment to Roxbury no later than thirty (30) days after submission of the bill and invoice and recognizes the importance of making payments prior to December 31 as part of the annual municipal budget process.
- D. The parties recognize that adjustments may need to be made to the original bill and invoice based upon the actual costs incurred between November 15 and December 31. If it is necessary to revise the bill and invoice to reflect actual costs incurred, Roxbury agrees to provide a revised report and a revised bill and invoice reflecting the difference

between the estimated costs and the actual costs incurred to Randolph on or before March 1 of the following year. If the estimated costs are less than the actual costs incurred, Randolph agrees to pay the difference to Roxbury no later than thirty (30) days after submission of the revised report and revised bill and invoice. If the estimated costs are more than the actual costs incurred, Roxbury agrees to refund the difference to Randolph no later than thirty (30) days after submission of the revised report and revised bill and invoice.

- E. Municipal checks for payment should reference the invoice number on the memo line and be made out to Township of Roxbury, c/o Roxbury Municipal CFO, 1715 Route 46, Ledgewood, NJ 07852. Municipal checks for refunds should reference the invoice number on the memo line and be made out to the Township of Randolph, c/o Randolph Municipal CFO, 502 Millbrook Avenue, Randolph, NJ 07869.

VI. LEVEL OF SERVICE

- A. Roxbury agrees to provide Randolph with shared Construction Official/Building Inspector, HHS Services in a professional and workmanlike manner.
- B. Randolph agrees to utilize Roxbury's shared Construction Official/Building Inspector, HHS Services in a professional and workmanlike manner.
- C. Roxbury, as the lead agency in performing the services under this Agreement, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under the Agreement.
- D. The Township Managers of the Municipalities and Roxbury's Construction Official/Building Inspector, HHS shall meet periodically as may be necessary to ensure that all of the obligations under this Agreement are being satisfied. They shall meet at such times and places as deemed necessary, but in no event less than annually, and shall

be responsible for identifying and addressing questions or concerns related to shared Construction Official/Building Inspector, HHS Services operations, service delivery costs and allocation, and long term planning.

VII. DISPUTE OF PAYMENT

- A. As provided in the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph IV shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than was actually so paid, Roxbury or Randolph, as appropriate, shall promptly repay the excess.

VIII. INDEMNIFICATION

- A. In addition to the other rights and remedies of the parties herein, the supported Municipality - Randolph - agrees to indemnify and hold harmless Roxbury, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the supported Municipality's personnel arising out of this Agreement or any of the obligations assumed by the supported Municipality hereunder, provided it is determined by a Court having the appropriate jurisdiction that the supported Municipality is solely responsible for such liability. In the event it is determined by a Court that the supported Municipality is not solely responsible for said liability, the supported Municipality's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the supported Municipality. The supported Municipality, upon notice from Roxbury, shall resist and defend, at the expense of the supported Municipality, such action or proceeding with counsel reasonably satisfactory to Roxbury. In addition, Roxbury may engage

separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the supported Municipality's obligation under this paragraph.

- B. In addition to the other rights and remedies of the parties herein, Roxbury agrees to indemnify and hold harmless the supported Municipality – Randolph, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by Roxbury arising out of this Agreement or any of the obligations assumed by Roxbury hereunder, provided it is determined by a Court having the appropriate jurisdiction that Roxbury is solely responsible for such liability. In the event it is determined by a court that Roxbury is not solely responsible for said liability, Roxbury's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Roxbury. Roxbury, upon notice from the supported Municipality shall resist and defend, at the expense of Roxbury, such action or proceeding with counsel reasonably satisfactory to the supported Municipality. In addition, at its option, the supported Municipality may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or Roxbury's obligation under this paragraph.

IX. INSURANCE

- A. The supported Municipality will keep in force, at its expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with the Morris County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by Randolph.
- B. The supported Municipality shall provide this Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily

injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations
- Use of Independent Contractors and/or Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement

- C. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to Roxbury by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled. All such notices shall name the supported Municipality and identify the Agreement or municipal contract number if applicable.
- D. Certificates of Insurance shall be delivered to Roxbury, prior to the commencement of this Agreement and all Certificates of Insurance shall state that "Roxbury is an additional insured" for this Agreement.
- E. The insurance required under this section shall protect the supported Municipality and all Subcontractors respectively, against damage claims which may arise from operations under this Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the supported Municipality, and also against any of the special hazards which may be encountered in the performance of this Agreement.
- F. All policies and Certificates of Insurance shall be approved by the Municipalities prior to the inception of any work under this Agreement.

X. DISPUTE RESOLUTION

- A. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Municipalities hereto agree to be governed by and construed and enforced in

accordance with the laws of the State of New Jersey.

XI. MISCELLANEOUS

- A. This Agreement may only be modified in writing, duly authorized and signed by a designated Municipal Contact for each Municipality. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated Municipal Contact.
- B. The designated contact for Randolph is the Randolph Township Manager, 502 Millbrook Avenue, Randolph, NJ 07869, (973) 989-7060.
- C. The designated contact for Roxbury is the Roxbury Township Manager, 1715 Route 46, Ledgewood NJ 07852, (973) 448-2002.

XII. GOVERNING LAW

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

XIII. ASSIGNMENT

- A. No one party may assign this Agreement without the written consent of the other.

XIV. ENTIRE AGREEMENT

- A. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

XV. SEVERABILITY

- A. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable

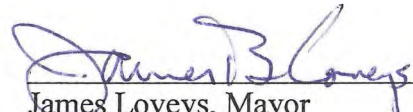
in light of such determination, implement and give effect to the intentions of the Municipalities as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties have set their hand and seals and caused their corporate officers to sign same the day and year first written above.

ATTEST:

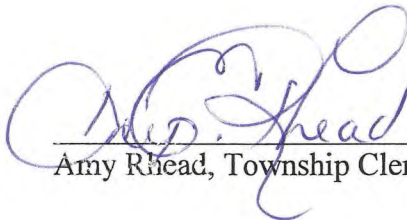
TOWNSHIP OF RANDOLPH

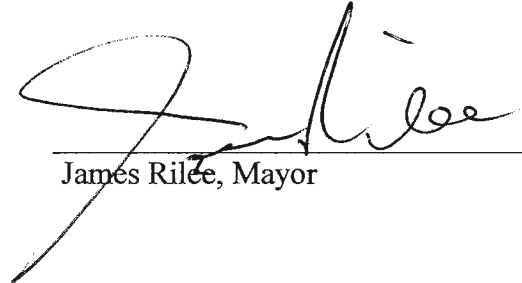

Donna Marie Luciani, Township Clerk


James Loveys, Mayor

ATTEST:

TOWNSHIP OF ROXBURY

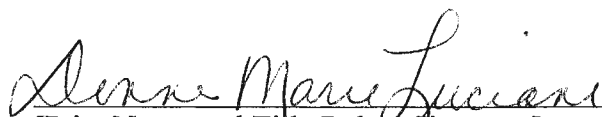

Amy Rhead, Township Clerk


James Rilee, Mayor

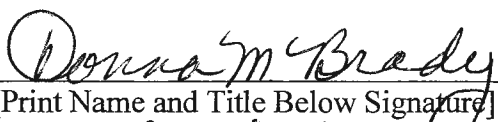
ACKNOWLEDGEMENT

STATE OF NEW JERSEY		SS.:
COUNTY OF MORRIS		

BE IT REMEMBERED, that on this 6th day of February, in the year of our Lord, Two Thousand Fourteen, before me, the subscriber, personally appeared DONNA MARIE LUCIANI, who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction that she is the CLERK of the TOWNSHIP OF RANDOLPH, a municipal corporation, the corporation named in the within instrument; that JAMES LOVEYS is the MAYOR of said municipality; that the execution as well as making of this instrument has been duly authorized by proper action of the Township Council; that deponent well and truly knows the corporate seal of said municipality; and the seal affixed to said instrument is such seal and was thereto affixed to said instrument signed and delivered by said MAYOR LOVEYS as and for the voluntary act and deed of said municipality, in the presence of deponent, who thereupon subscribed her name thereto as witness.


[Print Name and Title Below Signature]

Sworn and subscribed to before
me on the date aforesaid.


[Print Name and Title Below Signature]
EXP. 7-19-17
DONNA M. BRADY
DEPUTY CLERK

ACKNOWLEDGEMENT

STATE OF NEW JERSEY |
COUNTY OF MORRIS |

SS.:

BE IT REMEMBERED, that on this 7th day of May, in the year of our Lord, Two Thousand Fourteen, before me, the subscriber, personally appeared AMY RHEAD, who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction that she is the CLERK of the TOWNSHIP OF ROXBURY, a municipal corporation, the corporation named in the within instrument; that JAMES RILEE is the MAYOR of said municipality; that the execution as well as making of this instrument has been duly authorized by proper action of the Township Council; that deponent well and truly knows the corporate seal of said municipality; and the seal affixed to said instrument is such seal and was thereto affixed to said instrument signed and delivered by said MAYOR RILEE as and for the voluntary act and deed of said municipality, in the presence of deponent, who thereupon subscribed her name thereto as witness.

Sworn and subscribed to before
me on the date aforesaid.

Kathleen Florio
[Print Name and Title Below Signature]
Kathleen Florio

Amy E. Rhead
[Print Name and Title Below Signature]
AMY E. RHEAD, PMC
TOWNSHIP OF ROXBURY
Municipal Clerk

Kathleen Florio
Notary Public of New Jersey
My Commission Expires: Dec. 14, 2014

RESOLUTION NO. 2014 – 72

**A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE TOWNSHIP OF RANDOLPH FOR THE FURNISHING OF
CONSTRUCTION OFFICIAL/BUILDING INSPECTOR, HHS SERVICES IN
ACCORDANCE WITH THE UNIFORM CONSTRUCTION CODE ACT FOR
A TERM OF FIVE (5) YEARS COMMENCING MARCH 1, 2014**

WHEREAS, the Township of Randolph and the Township of Roxbury desire to provide for shared Construction Official/Building Inspector HHS services, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., with the Township of Roxbury acting as the lead agency, for a term of five (5) years beginning March 1, 2014 and terminating February 28, 2019; and

WHEREAS, the Township Council of the Township of Roxbury finds that it is in the public interest to enter into a Shared Services Agreement with the Township of Randolph, in the form attached hereto, for the provision of said services.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Roxbury, in the County of Morris and State of New Jersey, as follows:

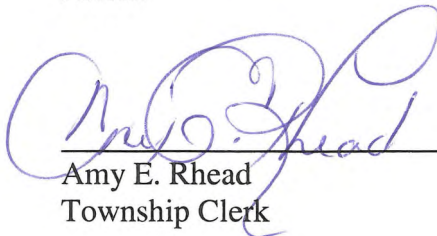
1. A Shared Service Agreement for shared services of the Construction Official/Building Inspector, HHS, of the Township of Roxbury, acting as the lead agency, for a term of five (5) years, beginning March 1, 2014 and terminating February 28, 2019, is hereby approved pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. Said Agreement is on file in the office of the Township Clerk and may be inspected by the public during normal business hours.

2. The Mayor and Township Clerk are hereby authorized and directed to execute said Shared Service Agreement on behalf of the Township.

3. A copy of the fully executed Agreement should be forwarded to the Statewide Insurance Fund and the Township Randolph.

Adopted: February 11, 2014

Attest:



Amy E. Rhead
Township Clerk

RESOLUTION NO. 2018-088

**A RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT WITH
THE TOWNSHIP OF MT. OLIVE FOR THE FURNISHING OF FIRE SUBCODE
SERVICES IN ACCORDANCE WITH THE UNIFORM CONSTRUCTION CODE ACT
FOR A TERM OF FOUR (4) YEARS COMMENCING ON APRIL 1, 2018**

WHEREAS, the Township of Mt. Olive and the Township of Roxbury desire to provide for shared fire subcode services with the Township of Mt. Olive acting as lead agency and providing the services of a fire subcode official for a term of 4 years beginning April 1, 2018 and terminating March 31, 2022; and

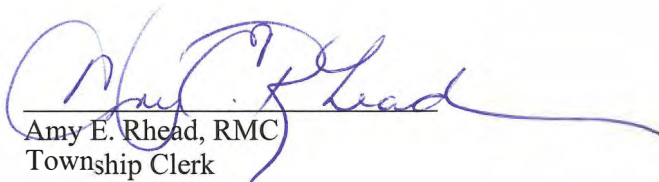
WHEREAS, the Township Council of the Township of Roxbury finds that it is in the public interest to enter into a Shared Service Agreement with the Township of Mt. Olive, in the form attached hereto, for the provision of said services.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Roxbury, in the County of Morris and State of New Jersey, as follows:

1. A Shared Service Agreement for shared fire subcode services including the services of a fire subcode official to the Township of Roxbury beginning April 1, 2018 and terminating March 31, 2022 is hereby approved pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. Said Agreement is on file in the office of the Township Clerk and may be inspected by the public during normal business hours.
2. The Mayor and Township Clerk are hereby authorized and directed to execute said Shared Service Agreement on behalf of the Township.
3. A copy of the fully executed Agreement should be forwarded to the Township of Mt. Olive.

ADOPTED: March 27, 2018

Attest:


Amy E. Rhead, RMC
Township Clerk

JMS/Twp. Manager

**FIRE SUBCODE OFFICIAL
SHARED SERVICE AGREEMENT
BETWEEN
THE TOWNSHIP OF MOUNT OLIVE
AND THE TOWNSHIP OF ROXBURY**

THIS AGREEMENT is entered into the latter of the dates on the signature page by and between:

THE TOWNSHIP OF MOUNT OLIVE

a municipal corporation of the State of New Jersey
with offices located at 204 Flanders-Drakestown Road,
Budd Lake, New Jersey 07828

(hereinafter "Provider")

AND

THE TOWNSHIP OF ROXBURY

a municipal corporation of the State of New Jersey
with offices located at 1715 Route 46,
Ledgewood, New Jersey 07852

(hereinafter "Recipient")

W I T N E S S E T H

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

1. The Provider is hereby designated as the agent of the Recipient, to furnish Fire Subcode enforcement services under the State Uniform Construction Code, N.J.S.A. 52:27D-119 *et seq.* and N.J.A.C. 5:23-1 *et seq.* and its subcodes, and the State of New Jersey Uniform Fire Code, N.J.S.A. 52:27D-195 *et seq.* and N.J.A.C. 5:71-4.1 *et seq.* The scope of services provided to the Recipient under this Agreement shall not encompass the services relative to the enforcement of the Recipient's property maintenance code or zoning ordinances.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient.

B. Responsibility

1. At all times, the Provider shall maintain responsibility for and control over the personnel hired to perform all Fire Subcode Official responsibilities in accordance with the applicable state statutes. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The Township Business Administrator of the Provider and/or the NJ Department of Community Affairs, as appropriate, shall handle any public comments involving the Fire Subcode Official and Staff.

C. Fire Subcode Official Duties on Behalf of Recipient

1. Fred Detoro shall serve as the Fire Subcode Official. The Provider may in the future provide a different qualified person to serve in this position.
2. The Fire Subcode Official, furnished by the Provider, shall be responsible for performance of all statutory duties for the Provider and the Recipient.
3. The Fire Subcode Official shall perform plan review and conduct office hours on behalf of the Recipient, on average, one (1) day per week for two (2) hours per day. The schedule may fluctuate based on workload.
4. The Fire Subcode Official will designate a qualified staff member to perform fire inspections, under the supervision of the Fire Subcode Official, on behalf of Recipient for a total not to exceed, on average, eight (8) hours per week.
5. The total hours spent by the Fire Subcode Official and staff on behalf of Recipient shall not exceed, on average, ten (10) hours per week.
6. All personnel providing the outlined services to the Recipient under this Agreement shall continue to remain employees of the Provider and, as such, shall continue to remain bound by the Personnel Policies and Procedures of the Township of Mount Olive and shall continue to be under the direct supervision of the Township of Mount Olive Business Administrator. Any problem or concern that should arise relative to any aspect of this Agreement or issue relative to the personnel providing such services shall be directed to the Township of Mount Olive's Business Administrator through the Recipient's Manager.

D. Designation as Fire Subcode Official

Provider shall designate, at this time, Fred Detoro as the Fire Subcode Official for the enforcement of the State Uniform Construction Code and related ordinances of the Recipient. The Fire Subcode Official shall be duly licensed in accordance with all applicable state statutes.

ARTICLE II: ACTIVITIES

A. Hours of Operation

The Fire Subcode Official shall be available for consultation with the public at scheduled times to be determined by the Construction Official. The hours shall be set in such a manner as to provide the public with reasonable access to the Fire Subcode Official. The hours that are presently anticipated to be provided are 8:30 am to 4:30 pm, Monday through Friday (except holidays).

B. Place of Operation

Main business for the Fire Subcode Official shall be conducted in the Provider's Municipal offices.

C. Maintenance of Records

1. The Fire Subcode Official shall maintain documented records of activity on forms approved by the Construction Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities. The records shall be specific with regard to the municipality, address, dates and hours of service.
2. All active files, and if requested, Provider's closed files, records and support documentation shall be maintained on file in the offices of the Provider.
3. When files, records and support documentation are closed from active status, the materials shall be transported to the offices of the generating municipality.

ARTICLE III: ENFORCEMENT

A. Investigations and Inspections

The Fire Subcode Official, or a qualified staff member, shall conduct investigations and inspections and inform the Provider and Recipient regarding any violation of statutes and/or related local ordinances related to the Uniform Construction Code in their respective municipalities.

B. Coordination with Municipal Attorneys

The Fire Subcode Official shall provide, through the Construction Official, the Provider and Recipient with evidence of violations and assist the municipal attorneys in obtaining compliance and enforcing compliance with the law.

Each municipality shall be solely responsible for its own enforcement actions. The sole cost of enforcement activities including but not limited to legal actions and collection of any fines and/or penalties assessed as the result of a legal action shall be borne solely by the municipality within which the violation occurred. The Fire Subcode Official shall make himself available to testify, at no additional cost, and provide documentation in support of the investigation undertaken, including the results of the investigation.

C. Violations

The Fire Subcode Official and the Construction Official shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

ARTICLE IV: REPORTS

1. Annual: The Fire Subcode Official shall furnish the Recipient with an annual report of services rendered to Roxbury Township.

2. Periodic: Periodic reporting of activities shall be made by the Fire Subcode Official, upon request by the Town Administrator of the Provider and/or the Township Manager or Clerk of Recipient.

ARTICLE V: PAYMENTS AND COMPENSATION

- A. For the duration of this Agreement, commencing April 1, 2018, Recipient cost for Fire Subcode Official shall be \$25,000 per year, prorated as appropriate.
- B. **Payment Obligation:** Recipient will pay Provider annually not later than November 15th of each calendar year. In the event the Agreement is cancelled or expires, Recipient will make final payment within 30 days of the final expiration date of the Agreement. Failure of the Recipient to pay the contribution to the Provider in a timely manner shall result in a five percent (5%) late penalty as well as interest to accrue at the rate of six percent (6%) per annum.

ARTICLE VI: DURATION OF AGREEMENT, TERMINATION, AMENDMENT AND INTERPRETATION; INSURANCE

A. Term

The term of this Agreement shall be for a term of four (4) consecutive years beginning on or about April 1, 2018 and terminating on or about March 31, 2022.

B. Termination

A participating party may terminate such participation pursuant to this Agreement, upon ninety (90) days' written notice to the other municipality by way of certified mail to the Clerk of the respective municipality. Recipient agrees to make payment for costs incurred by the Provider up to the expiration date of the Agreement.

C. Insurance: Indemnification

The Provider shall maintain in full force and effect during the term of this Agreement, public officials liability, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Provider shall also maintain in full force and effect during the term of this Agreement, general liability insurance naming Recipient as an additional insured, providing same is authorized by the Morris County Municipal Joint Insurance Fund.

Public Officials Liability \$1,000,000

Auto Liability \$1,000,000

Workers Compensation Statutory

Workers Compensation Employers Liability \$1,000,000

General Liability \$1,000,000 with additional insured

The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Recipient or the Recipient's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

ARTICLE VII: SEVERABILITY

If any term or provision of this Agreement shall be deemed to be invalid or unenforceable by any Court of competent jurisdiction, the remainder of this Agreement shall not be affected and be valid and enforceable to the fullest extent permitted by law and equity.

ARTICLE VIII: GOVERNING LAW

This Agreement is executed pursuant to the laws of New Jersey and any dispute arising hereunder shall be resolved pursuant to the laws of New Jersey.

ARTICLE IX: ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties. There have been no representations made which are not contained herein.

ARTICLE X: AUTHORIZATION

Each party warrants and guarantees that the individual executing this Agreement is duly empowered and authorized to represent and bind the respective municipality. It is understood that this Agreement must be ratified by Resolution of each Governing Body for it to have legally binding effect.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

WITNESS: 4/10/18

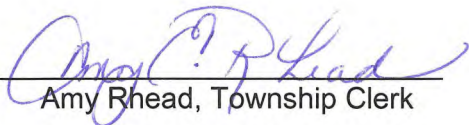
BY: 
Michelle Masser, Township Clerk

TOWNSHIP OF MOUNT OLIVE

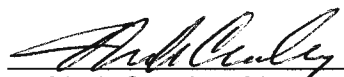
BY: 
Robert Greenbaum, Mayor

Dated: 4/13/18

WITNESS:

BY: 
Amy Rhead, Township Clerk

TOWNSHIP OF ROXBURY

BY: 
Mark Crowley, Mayor

Dated: 3/27/18

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT OLIVE AND THE TOWNSHIP OF ROXBURY FOR THE PROVISION OF FIRE PREVENTION SUBCODE SERVICES

WHEREAS, the Township of Roxbury has requested the Township to provide Fire Prevention Subcode services; and

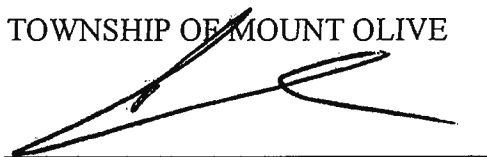
WHEREAS, the Township of Mount Olive and the Township of Roxbury have negotiated a rate of compensation as per the Share Service Agreement for the utilization of the Township Fire Prevention Subcode services; and

WHEREAS, the Township deems it appropriate to provide shared services for Fire Prevention Subcode services and the compensation is reasonable and will adequately compensate the Township; and

WHEREAS, the Mayor and Township Council have reviewed, are familiar with and have agreed to the terms and conditions of the new interlocal services agreement between Mount Olive and Roxbury for the provision of Fire Prevention Subcode services.

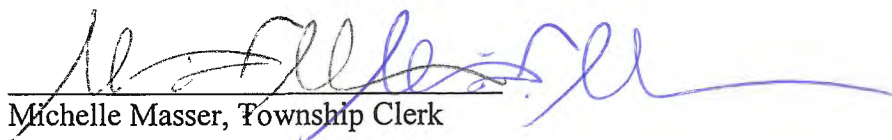
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of Mount Olive, in the County of Morris, that the Mayor is hereby authorized and directed to execute the attached interlocal services agreement between Mount Olive and Roxbury for the provision of Fire Prevention Subcode services.

TOWNSHIP OF MOUNT OLIVE



Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on March 27, 2018.



Michelle Masser, Township Clerk

RESOLUTION NO. 2021-309

A RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF MT. OLIVE FOR THE FURNISHING OF FIRE SUBCODE OFFICIAL SERVICES IN ACCORDANCE WITH THE UNIFORM CONSTRUCTION CODE ACT FOR A TERM OF FOUR (4) YEARS COMMENCING ON JANUARY 1, 2022

WHEREAS, the Township of Mt. Olive and the Township of Roxbury desire to provide for shared fire subcode services with the Township of Mt. Olive acting as lead agency and providing the services of a fire subcode official for a term of 4 years beginning January 1, 2022 and terminating December 31, 2025; and

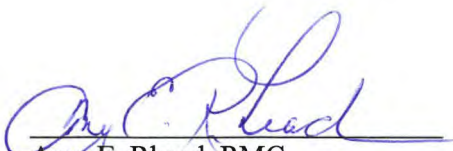
WHEREAS, the Township Council of the Township of Roxbury finds that it is in the public interest to enter into a Shared Service Agreement with the Township of Mt. Olive, in the form attached hereto, for the provision of said services.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Roxbury, in the County of Morris and State of New Jersey, as follows:

1. A Shared Service Agreement for shared fire subcode services including the services of a fire subcode official to the Township of Roxbury beginning January 1, 2022 and terminating December 31, 2025 is hereby approved pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. Said Agreement is on file in the office of the Township Clerk and may be inspected by the public during normal business hours.
2. The Mayor and Township Clerk are hereby authorized and directed to execute said Shared Service Agreement on behalf of the Township.
3. A copy of the fully executed Agreement should be forwarded to the Township of Mt. Olive.

ADOPTED: November 30, 2021

Attest:


Amy E. Rhead, RMC
Township Clerk

JMS/Twp. Manager

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT OLIVE AND THE TOWNSHIP OF ROXBURY FOR THE PROVISION OF FIRE SUBCODE SERVICES

WHEREAS, the Township of Roxbury has requested the Township to provide Fire Subcode services; and

WHEREAS, the Township of Mount Olive and the Township of Roxbury have re-negotiated a rate of compensation as per the Share Service Agreement for the utilization of the Township Fire Subcode services; and

WHEREAS, the Township deems it appropriate to continue to provide shared services for Fire Subcode services and the compensation is reasonable and will adequately compensate the Township; and

WHEREAS, the Mayor and Township Council have reviewed, are familiar with and have agreed to the terms and conditions of the renewed interlocal services agreement between Mount Olive and Roxbury for the provision of Fire Subcode services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of Mount Olive, in the County of Morris, that the Mayor is hereby authorized and directed to execute the attached interlocal services agreement between Mount Olive and Roxbury for the provision of Fire Subcode services.

TOWNSHIP OF MOUNT OLIVE


Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on November 23, 2021.


Michelle Masser, Township Clerk

**FIRE SUBCODE OFFICIAL
SHARED SERVICE AGREEMENT
BETWEEN
THE TOWNSHIP OF MOUNT OLIVE
AND THE TOWNSHIP OF ROXBURY**

THIS AGREEMENT is entered into the latter of the dates on the signature page by and between:

THE TOWNSHIP OF MOUNT OLIVE

a municipal corporation of the State of New Jersey
with offices located at 204 Flanders-Drakestown Road,
Budd Lake, New Jersey 07828

(hereinafter "Provider")

AND

THE TOWNSHIP OF ROXBURY

a municipal corporation of the State of New Jersey
with offices located at 1715 Route 46,
Ledgewood, New Jersey 07852

(hereinafter "Recipient")

W I T N E S S E T H

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

1. The Provider is hereby designated as the agent of the Recipient, to furnish Fire Subcode enforcement services under the State Uniform Construction Code, N.J.S.A. 52:27D-119 *et seq.* and N.J.A.C. 5:23-1 *et seq.* and its subcodes, and the State of New Jersey Uniform Fire Code, N.J.S.A. 52:27D-195 *et seq.* and N.J.A.C. 5:71-4.1 *et seq.* The scope of services provided to the Recipient under this Agreement shall not encompass the services relative to the enforcement of the Recipient's property maintenance code or zoning ordinances.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient.

B. Responsibility

1. At all times, the Provider shall maintain responsibility for and control over the personnel hired to perform all Fire Subcode Official responsibilities in accordance with the applicable state statutes. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The Township Business Administrator of the Provider and/or the NJ Department of Community Affairs, as appropriate, shall handle any public comments involving the Fire Subcode Official and Staff.

C. Fire Subcode Official Duties on Behalf of Recipient

1. Colin Baker shall serve as the Fire Subcode Official. The Provider may in the future provide a different qualified person to serve in this position.
2. The Fire Subcode Official, furnished by the Provider, shall be responsible for performance of all statutory duties for the Provider and the Recipient.
3. The Fire Subcode Official shall perform plan review and conduct office hours on behalf of the Recipient, on average, one (1) day per week for two (2) hours per day. The schedule may fluctuate based on workload.
4. The Fire Subcode Official will designate a qualified staff member to perform fire inspections, under the supervision of the Fire Subcode Official, on behalf of Recipient for a total not to exceed, on average, eight (8) hours per week.
5. The total hours spent by the Fire Subcode Official and staff on behalf of Recipient shall not exceed, on average, ten (10) hours per week.
6. All personnel providing the outlined services to the Recipient under this Agreement shall continue to remain employees of the Provider and, as such, shall continue to remain bound by the Personnel Policies and Procedures of the Township of Mount Olive and shall continue to be under the direct supervision of the Township of Mount Olive Business Administrator. Any problem or concern that should arise relative to any aspect of this Agreement or issue relative to the personnel providing such services shall be directed to the Township of Mount Olive's Business Administrator through the Recipient's Manager.

D. Designation as Fire Subcode Official

Provider shall designate, at this time, Colin Baker as the Fire Subcode Official for the enforcement of the State Uniform Construction Code and related ordinances of the Recipient. The Fire Subcode Official shall be duly licensed in accordance with all applicable state statutes.

ARTICLE II: ACTIVITIES

A. Hours of Operation

The Fire Subcode Official shall be available for consultation with the public at scheduled times to be determined by the Construction Official. The hours shall be set in such a manner as to provide the public with reasonable access to the Fire Subcode Official. The hours that are presently anticipated to be provided are 8:30 am to 4:30 pm, Monday through Friday (except holidays).

B. Place of Operation

Main business for the Fire Subcode Official shall be conducted in the Provider's Municipal offices.

C. Maintenance of Records

1. The Fire Subcode Official shall maintain documented records of activity on forms approved by the Construction Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities. The records shall be specific with regard to the municipality, address, dates and hours of service.
2. All active files, and if requested, Provider's closed files, records and support documentation shall be maintained on file in the offices of the Provider.
3. When files, records and support documentation are closed from active status, the materials shall be transported to the offices of the generating municipality.

ARTICLE III: ENFORCEMENT

A. Investigations and Inspections

The Fire Subcode Official, or a qualified staff member, shall conduct investigations and inspections and inform the Provider and Recipient regarding any violation of statutes and/or related local ordinances related to the Uniform Construction Code in their respective municipalities.

B. Coordination with Municipal Attorneys

The Fire Subcode Official shall provide, through the Construction Official, the Provider and Recipient with evidence of violations and assist the municipal attorneys in obtaining compliance and enforcing compliance with the law.

Each municipality shall be solely responsible for its own enforcement actions. The sole cost of enforcement activities including but not limited to legal actions and collection of any fines and/or penalties assessed as the result of a legal action shall be borne solely by the municipality within which the violation occurred. The Fire Subcode Official shall make himself available to testify, at no additional cost, and provide documentation in support of the investigation undertaken, including the results of the investigation.

C. Violations

The Fire Subcode Official and the Construction Official shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

ARTICLE IV: REPORTS

1. Annual: The Fire Subcode Official shall furnish the Recipient with an annual report of services rendered to Roxbury Township.

2. Periodic: Periodic reporting of activities shall be made by the Fire Subcode Official, upon request by the Town Administrator of the Provider and/or the Township Manager or Clerk of Recipient.

ARTICLE V: PAYMENTS AND COMPENSATION

- A. The Recipient will be responsible for the following cost:
- January 1, 2022 – December 31, 2022: \$26,500.00
 - January 1, 2023 – December 31, 2023: \$27,165.00
 - January 1, 2024 – December 31, 2024: \$27,850.00
 - January 1, 2025 – December 31, 2025: \$28,550.00

- B. **Payment Obligation:** Recipient will pay Provider annually not later than November 15th of each calendar year. In the event the Agreement is cancelled or expires, Recipient will make final payment within 30 days of the final expiration date of the Agreement. Failure of the Recipient to pay the contribution to the Provider in a timely manner shall result in a five percent (5%) late penalty as well as interest to accrue at the rate of six percent (6%) per annum.

ARTICLE VI: DURATION OF AGREEMENT, TERMINATION, AMENDMENT AND INTERPRETATION; INSURANCE

A. **Term**

The term of this Agreement shall be for a term of four (4) consecutive years beginning on January 1, 2022 and terminating on December 31, 2025.

B. **Termination**

A participating party may terminate such participation pursuant to this Agreement, upon ninety (90) days' written notice to the other municipality by way of certified mail to the Clerk of the respective municipality. Recipient agrees to make payment for costs incurred by the Provider up to the expiration date of the Agreement.

C. **Insurance: Indemnification**

The Provider shall maintain in full force and effect during the term of this Agreement, public officials liability, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Provider shall also maintain in full force and effect during the term of this Agreement, general liability insurance naming Recipient as an additional insured, providing same is authorized by the Morris County Municipal Joint Insurance Fund.

Public Officials Liability \$1,000,000

Auto Liability \$1,000,000

Workers Compensation Statutory

Workers Compensation Employers Liability \$1,000,000

General Liability \$1,000,000 with additional insured

The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Recipient or the Recipient's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

ARTICLE VII: SEVERABILITY

If any term or provision of this Agreement shall be deemed to be invalid or unenforceable by any Court of competent jurisdiction, the remainder of this Agreement shall not be affected and be valid and enforceable to the fullest extent permitted by law and equity.

ARTICLE VIII: GOVERNING LAW

This Agreement is executed pursuant to the laws of New Jersey and any dispute arising hereunder shall be resolved pursuant to the laws of New Jersey.

ARTICLE IX: ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties. There have been no representations made which are not contained herein.

ARTICLE X: AUTHORIZATION

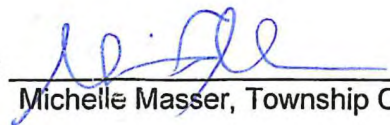
Each party warrants and guarantees that the individual executing this Agreement is duly empowered and authorized to represent and bind the respective municipality. It is understood that this Agreement must be ratified by Resolution of each Governing Body for it to have legally binding effect.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

WITNESS:

3/18/22

BY:


Michelle Masser, Township Clerk

TOWNSHIP OF MOUNT OLIVE

BY:


Robert Greenbaum, Mayor

Dated: 3-18-2022

WITNESS:

BY:


Amy Rhead, Township Clerk

TOWNSHIP OF ROXBURY

BY:


Robert DeFillippo, Mayor

Dated: 12/1/21