

**CITY OF VENTNOR CITY  
RESOLUTION 039 OF 2017  
A RESOLUTION OF THE CITY VENTNOR, COUNTY OF ATLANTIC, STATE OF  
NEW JERSEY APPROVING A SHARED SERVICES AGREEMENT BETWEEN**

**ATLANTIC CITY AND VENTNOR FOR  
ELEVATOR INSPECTION SERVICES**

WHEREAS, the City of Atlantic City is desirous of providing elevator inspection services for other communities to carry out certain inspections and enforcement procedures; and

WHEREAS, the City of Ventnor (City) is desirous of sharing elevator inspection services with the City of Atlantic City to provide efficient service to its property owners; and

WHEREAS, N.J.S.A. 5:23-4.5(j) prohibits Atlantic City-employees from carrying out any inspection or enforcement procedure with the respect to any property or business it which he or she, or any close relative or household member, or his or her superior within the City or any close relative or household member of such superior, has an economic interest; and

WHEREAS, where any such conflict of interest should arise, the City of Atlantic City shall arrange for the inspection or enforcement procedure to be carried out by another enforcing agency; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., the City may enter an agreement with any other local unit or units to receive any service that each local unit participating in the agreement is empowered to provide; and

WHEREAS, all fees pursuant to the Atlantic City Code Chapter 111, Section 111-12 (see attached), received from elevator inspections shall be shared between the City and the City of Atlantic City as follows: 20 percent to the City and 80 percent to the City of Atlantic City; and

WHEREAS, the shared services agreement shall be for a one-year term taking effect February 1, 2017 and running to December 31, 2017, with the option to extend for an additional one year term;

NOW, THEREFORE, BE IT RESOLVED that the Mayor is duly authorized to negotiate and execute and the City Clerk to attest an inter-local shared services agreement for Elevator Inspection Services between the City and the City of Atlantic City to be approved as to form and executed by the City Solicitor pursuant to State approval.

This resolution shall take effect immediately upon passage.

Members of the Board of Commissioners  
of the City of Ventnor City, NJ

Absent

\_\_\_\_\_  
Mayor Beth Holzman

\_\_\_\_\_  
Commissioner H. Timothy Kriebel

\_\_\_\_\_  
Commissioner Lance Landgraf Jr.

I, **LISA H. HAND**, City Clerk of the **CITY OF VENTNOR CITY**, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the **Ventnor City Board of Commissioners** held this 19<sup>th</sup> day of January, 2017 and in witness whereof I have hereunder set my hand and official seal on this date written.

Atlantic City, NJ  
Thursday, December 9, 2016

## Chapter 111. Construction Codes, Uniform

### § 111-12. Elevators, dumbwaiters and conveyor equipment fees.

[Amended 12-7-1994 by Ord. No. 106-1994; 3-27-1996 by Ord. No. 9-1996; 10-20-2010 by Ord. No. 73-2010; 4-6-2016 by Ord. No. 18-2016]

A. The fees for witnessing acceptance tests and performing inspections shall be as follows:

(1) Basic fees.

(a) The basic fees for elevator devices in structures not in use group R-3 or R-4 shall be as follows:

Device	Fee
Traction and winding-drum elevators	
1 to 10 floors	\$340
Over 10 floors	\$567
Hydraulic elevators	\$302
Roped hydraulic elevators	\$340
Escalators, moving walk	\$302
Dumbwaiters	\$76
Stairway chairlifts, inclined and vertical	\$76
wheelchair lifts, manlifts	

(b) Additional charges for devices equipped with the following:

Device	Fee
Oil buffers, per buffer	\$60
Counterweight governor and safeties	\$151
Auxiliary power generator	\$114

(2) The fee for elevator devices in structures in use Group R-3 and R-4 or otherwise exempt devices in R-2 structures shall be \$227. This fee shall be waived when signed statements and supportive inspection and acceptance tests reports are filed by an approved qualified agent or agency in accordance with N.J.A.C. 5:23-2.19 and 5:23-2.20.

(3) The fee for witnessing acceptance tests of and performing inspections of alterations shall be \$76.

B. Fees for six-month inspections shall be as follows:

Device	Fee
Traction and winding-drum elevators	
1 to 10 floors	\$211
Over 10 floors	\$271

Device	Fee
Hydraulic elevators	\$151
Roped hydraulic elevators	\$211
Escalators, moving walks	\$211

C. Fees for one-year inspections (six-month inspection included):

(1) Fees shall be as follows:

Device	Fee
Traction and winding-drum elevators	
1 to 10 floors	\$302
Over 10 floors	\$352
Hydraulic elevators	\$227
Roped hydraulic elevators	\$302
Escalators, moving walks	\$484
Dumbwaiters	\$120
Manlifts, stairway chairlifts, inclined and vertical wheelchair lifts	\$183

(2) Additional yearly period charges for elevators equipped with the following:

Device	Fee
Oil buffers, per buffer	\$60
Counterweight governor and safeties	\$120
Auxiliary power generators	\$76

D. Fees for three- or five-year inspections shall be as follows:

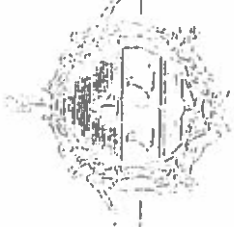
Device	Fee
Traction and winding-drum elevators	
1 to 10 floors	\$513
Over 10 floors	\$646
Roped hydraulic elevators	\$387
Three-year inspections	\$227
Five-year inspections	\$484
Escalators, moving walk	

E. For each additional inspection or reinspection of an elevator, dumbwaiter or conveyor equipment required because the unit inspected did not pass inspection or meet the necessary code requirements, a fee equal to 1/2 of the amount as that imposed in the applicable portion of this § 111-12 for the inspection or reinspection is required.

# CITY OF ATLANTIC CITY

CITY OF ATLANTIC CITY

City Hall - Room 704  
1501 Boardwalk Plaza, 3rd Fl.  
Atlantic City, NJ 08401-3605  
Office: (609) 347-5510  
Fax: (609) 347-5406



PAULA GELETEI, RMC, CMC  
City Clerk

April 11, 2017

Ventnor City Hall  
Lisa Hand, City Clerk  
6201 Atlantic Avenue  
Ventnor, NJ 08406

Re: Elevator Inspections

Dear Sir/Madam,

Enclosed is a copy of the Agreement between you and the City of Atlantic City for the above mentioned matter.

Kindly acknowledge receipt of the aforesaid on the attached copy of this letter.

Yours truly,

*Paula Geletei*

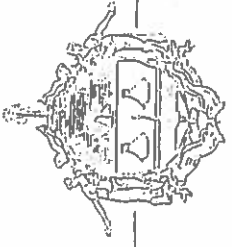
Paula Geletei, RMC, CMC  
City Clerk

PG/mw Res. #73/2017  
File #32636

# CITY OF ATLANTIC CITY

## OFFICE OF THE CITY CLERK

City Hall - Room 704  
1301 Bachtarach Boulevard  
Atlantic City, NJ 08401-4603  
Office: (609) 347-5510  
Fax: (609) 347-6408



PAULA GELETEI, RMC, CMC  
City Clerk

April 11, 2017

Ventnor City Hall  
Lisa Hand, City Clerk  
6201 Atlantic Avenue  
Ventnor, NJ 08406

Re: Elevator Inspections

Dear Sir/Madam,

Enclosed is a copy of the Agreement between you and the City of Atlantic City for the above mentioned matter.

Kindly acknowledge receipt of the aforesaid on the attached copy of this letter.

Yours truly,

A handwritten signature in cursive script that reads "Paula Geletei".

Paula Geletei, RMC, CMC  
City Clerk

PG/mw Res. #73/2017  
File #32636



INTERLOCAL SHARED SERVICES AGREEMENT BETWEEN  
THE CITY OF ATLANTIC CITY AND VENTNOR

This INTERLOCAL SHARED SERVICES AGREEMENT, executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 is made and entered into by and between THE CITY OF VENTNOR (the "Recipient") and the CITY OF ATLANTIC CITY (the "Provider") with offices at 1301 Bacharach Boulevard, Atlantic City, New Jersey, 08401 hereinafter called the "CITY", and it is established as follows:

WHEREAS, the CITY is desirous of sharing certain ELEVATOR INSPECTION SERVICES with other public entities to carry out certain ELEVATOR INSPECTIONS; and

WHEREAS, THE CITY OF VENTNOR is desirous of sharing certain ELEVATOR INSPECTIONS with the CITY to carry out certain ELEVATOR INSPECTIONS within the City; and

WHEREAS, pursuant to the Uniform Shared Services Act (N.J.S.A. 40A:65-1, et seq., (the "Act") the CITY may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.

WHEREAS, the parties to this inter-local shared services agreement desire to enter into an agreement effective upon the execution of the Mayor of the City of Atlantic City, or his designee, and the Mayor of Ventnor, or his designee, which will allow the City and Ventnor to share elevator inspectors on an as needed basis.

WHEREAS, the provider and recipient have determined, that for reasons of efficiency and economy, that procuring said services from the provider is prudent and fiscally sound; and

WHEREAS, the form and substance of this inter-local shared services agreement has been approved by the City and Ventnor.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree to the following terms and conditions.

#### SECTION ONE SCOPE OF SERVICES

Effective upon the execution of the Mayor of the City of Atlantic City, or his designee, and the Mayor of Ventnor or her designee, the City and Ventnor agree to share elevator inspector services on an as needed basis. Said elevator inspectors will perform services in accordance with N.J.A.C. 5:23-1, et seq., including, but not limited to, the following:

- The Provider shall furnish to the Recipient Elevator Inspection Services pursuant to the "Act"; and
- It is expected that said duties will be performed by properly licensed employees of the Provider and shall be provided in a professional manner; and
- The Atlantic City Department of Licenses and Inspections pursuant to this Agreement shall maintain records of all call logs and activities conducted within the Recipient Municipality as may be required by and in accordance with the Laws of the State of New Jersey and the City of Ventnor.
- The Recipient shall notify the Provider's Business Administrator, in a timely manner, of any complaints related to the nature, extent and quality of services provided to the Recipient by the Provider.

**SECTION TWO  
FEES**

All fees pursuant to City Code Chapter 111, Section 111-12, received from elevator inspections shall be shared between the City and participating municipality as follows: 80% to the City and 20% to the participating municipality. See fee schedule attached.

This inter-local shared services agreement shall have no effect on Atlantic City's obligation to ensure that the CITY's elevator inspectors are licensed, certified, and trained in accordance with the laws of the State of New Jersey.

**SECTION THREE  
AGREEMENT PERIOD**

This inter-local shared services agreement shall commence on the date this agreement is executed by all parties and shall continue for   1   year.

**SECTION FOUR  
LEGAL RELATIONSHIP**

The parties to this agreement understand and agree that at all times the City of Atlantic City is an independent body and the City of Ventnor is an independent body. No agency, employment, joint venture or partnership is created hereby or between the parties hereto. Neither party hereto shall have any power or authority to act for the other in any manner to create obligations or debts which would bind the other party, and neither party hereto shall represent itself to be an agent, employee, joint venturer, or partner of the other.

**SECTION FIVE  
TERMINATION**

Each party to this inter-local shared services agreement shall have the right to terminate this agreement upon sixty (60) days written notice to the other party(ies).



**SECTION SIX  
LAW TO GOVERN CONTRACT**

It is agreed that this inter-local shared services agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. Any dispute between the parties that arises under this agreement shall be initiated in courts of Atlantic County and no other.

**SECTION SEVEN  
ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind shall be binding only if in writing signed by each party or an authorized representative of each party.

**SECTION EIGHT  
MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

**SECTION NINE  
AGREEMENT TITLE**

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**SECTION TEN  
INDEMNIFICATION**

Each party agrees to indemnify the other and their officers, agents and servants from any and all losses, claims, actions, costs, expenses, judgments, subrogation, attorney fees or other expenses which may arise by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to its responsibilities under the terms of this Agreement, to the extent caused by the negligent acts or omissions of its officers, employees, agent or contractors. Each party

will maintain proper insurance covering all risks associated with the operation thereof, which may include a duly authorized self-insured program. Nothing arising from or related to this Agreement shall be deemed to confer upon any third person any right against either City or waive any defense or prerequisite to liability that may be available to either City pursuant to the New Jersey Tort Claims Act.

This agreement is effective as of the date of the signatures of the Mayor of the City of Atlantic City and the Mayor of Ventnor.

ATTEST:

Paula Golecki  
City Clerk

CITY OF ATLANTIC CITY

[Signature]  
Mayor

ATTEST:

Jim H. Hand  
City Clerk

CITY OF VENTNOR

[Signature]  
Mayor

The within agreement approved as to form.

4-2-12  
Date

[Signature]  
Michael J. Rerugini  
Deputy City Solicitor

# Resolution of the City of Atlantic City

No. 73

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Deputy City Solicitor /s/ Michael J. Perugini

Director/s/ Dale L. Finch, Licensing & Inspections

Prepared by City Solicitor's Office

Council Members KURTZ & TIBBITT present the following Resolution:

## RESOLUTION APPROVING A SHARED SERVICES AGREEMENT BETWEEN ATLANTIC CITY, PLEASANTVILLE, VENTNOR CITY, MARGATE, LONGPORT and BRIGANTINE FOR ELEVATOR INSPECTION SERVICES

WHEREAS, the City is desirous of occasionally sharing certain ELEVATOR INSPECTION SERVICES with other public entities to carry out certain inspections and enforcement procedures; and

WHEREAS, the cities of Atlantic City, Pleasantville, Ventnor City, Margate, Longport and Brigantine are desirous of sharing ELEVATOR INSPECTION SERVICES with the City to carry out certain inspections and enforcement procedures within the City; and

WHEREAS, N.J.A.C. 5:23-4.5(j) prohibits City-employed construction officials, code officials, sub-code officials, and inspectors from carrying out any inspection or enforcement procedure with respect to any property or business in which he or she, or any close relative or household member, or his or her superior within the City or any close relative or household member of such superior, has an economic interest; and

WHEREAS, where any such conflict of interest should arise, the City shall arrange for the inspection or enforcement procedure to be carried out by another local enforcing agency; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., the City may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, all fees pursuant to City Code Chapter 111, Section 111-12, received from inspections shall be shared between the City and participating municipality as follows: 80% to the City and 20 % to the participating municipality. See fee schedule attached

WHEREAS, the shared service agreement shall be for a one year term taking effect March 1, 2017 and shall run to midnight, December 31, 2017, with the option to extend term for additional year(s); and

NOW, THEREFORE, BE IT RESOLVED that the Mayor is duly authorized to negotiate and execute and the City Clerk to attest an inter-local shared services agreement for ELEVATOR INSPECTION SERVICES between Atlantic City, Pleasantville, Ventnor City, Margate, Longport and Brigantine to be approved as to form and execution by the City Solicitor, pursuant to State approval.

SH March 31, 2017 10:50 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
CHENG	X						MARSH	X					
DELGADO				X			RANDOLPH	X					X
GILLIAM	X						SHABAZZ	X					
KURTZ	X						TIBBITT	X				X	
								SMALL, PRESIDENT	X				
			X-Indicates Vote	NV-Not Voting	AB-Absent	MOT-Motion	SEC-Second						

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: FEBRUARY 08, 2017

*Paula Geletei*

/s/ Paula Geletei, City Clerk