

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Sandyston Township COUNTY: Sussex

RECIPIENT: Borough of Branchville COUNTY: Sussex

**BRIEF DESCRIPTION OF SERVICE:**

Sandyston Township has licensed inspectors as required by the Uniform Construction Code Act. The Borough of Branchville requested a shared service for Plumbing Subcode services for plan review, inspections and code enforcement. With many towns realizing a full time inspector is not needed, many are looking to shared services. Branchville reimburses Sandyston for the inspector's salary, plus payroll costs which benefits Branchville by not having additional employees and payroll expenses, while retaining their construction fees to run their department efficiently. Sandyston is able to provide inspectors to nearby municipalities on days and times on a schedule for the convenience of residents in each municipality.

EFFECTIVE DATE: January 1, 2015

EXPIRATION DATE: December 31, 2018

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**CONTRACT FOR MUNICIPAL PLUMBING SUBCODE SERVICES  
PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION  
ACT**

This contract made this 1<sup>st</sup> day of January, 2015 by and between the Borough of Branchville, Sussex County, New Jersey, hereinafter referred to as the "Recipient" and the Township of Sandyston, Sussex County, New Jersey, hereinafter referred to as the "Provider";

Whereas, pursuant to NJSA 40A65-1, et seq., the Provider has agreed to furnish to the Recipient New Jersey Uniform Plumbing Sub Code services in consideration of payment as hereinafter provided;

1. Now, therefore, it is understood and agreed as follows:  
The Provider commencing **January 1, 2015** shall provide the services of a properly licensed person as is necessary to carry out within the territorial jurisdiction of the Recipient, Plumbing Sub Code Services as required by the New Jersey State Uniform Construction Code Act (NJSA 52:27D-119, et seq.) and all regulations and rules related thereto, and to perform all the duties required of the following position:

**Plumbing Sub Code Official**

2. All permit fees, penalties and other fees for services provided for Recipient in accordance with this agreement shall be collected and retained by the Recipient in accordance with fee schedules enforced within the Borough of Branchville.
3. Recipient shall pay to Provider the sum of **\$1,819.00** per year in consideration and as compensation for the Provider furnishing the services referred to in this agreement payable as follows: There shall be paid **\$454.75** on **March 30, 2015**. Thereafter payments shall be made in quarterly installments of **\$454.75** beginning **June 30, 2015** and every three months thereafter during the term of this agreement. Said payments include the social security tax based on **\$1,819.00** per year. Compensation for "special services" such as work that may require, for example, attendance at a Construction Board of Appeals hearing that has not been otherwise negotiated as part of this contract shall be compensated at a rate of **\$25.00** per hour. This rate is in addition to the above quarterly payment.
4. The Recipient shall maintain offices in the Borough of Branchville Municipal Building, at **34 Wantage Avenue, Branchville, New Jersey**. All inspection records and business dealing pertaining to the Recipient shall be maintained and conducted at said location.

5. It is recognized that the Plumbing Sub Code Official provided for herein is an employee of the Provider only. The Provider shall be exclusively responsible for payment of any and all benefits with respect to that employee, including but not limited to social security taxes, unemployment, disability, pension, vacation and sick days, etc.
6. The Plumbing Sub Code Official who provides services under this agreement shall be covered at all times by the Provider's workers compensation policy regardless whether working in Provider or Recipient Municipality; however, when the person acting as the Plumbing Sub Code Official is working on Construction Code Enforcement matters in the Recipient Municipality, he shall be covered by Liability Insurance of the Recipient, and the Provider shall be held harmless and indemnified by the Recipient relative to any claims resulting therefrom. Recipient shall provide Provider with a Certificate of Insurance naming Provider and evidencing this liability coverage for the term of this contract.
7. This Agreement shall take effect upon the signing of it after the passage of appropriate Resolutions by both the Recipient and the Provider and shall terminate on **December 31, 2018**; however, either party shall have the right to terminate this agreement earlier by giving written notice to the other party on or before (60) days prior to the desired date of termination. Notice of Termination shall be sent by certified mail, return receipt requested, to the Municipal Clerk of the other Municipality.
8. The Plumbing Sub Code Official provided pursuant to this agreement shall maintain records of all inspections and activates conducted within the Recipient Municipality as may be required by and in accordance the Codes and Laws of the State of New Jersey.
9. Inspections shall be scheduled by the Branchville Construction Office for contracted Subcode Official, and said official will be notified. The Subcode Official may select the days and times for provision of services to Branchville Borough for plan review and inspection activities. The intent is to accomplish the necessary tasks on an "as needed" basis and not require regular office hours for work in the Recipient's municipality. Issues or contact with the public shall be resolved by appointment or other communication means as necessary.
10. Any disputes arising between the parties as to the interpretation of the terms of Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

Step A: The Recipient Community's Mayor and the Provider Community's Mayor shall attempt to resolve the matter. If no settlement is reached within


a twenty (20) day period, both parties agree to submit the matter as provided for in Step B below.

Step B: In the event that a dispute cannot be resolved in Step A, it shall be submitted to the American Arbitration Association for binding arbitration. The cost of the same is to be borne equally by both parties.

Attest:

  
\_\_\_\_\_  
Amanda F. Lobban, RMC, Municipal Clerk

By:

  
\_\_\_\_\_  
Fred V. MacDonald, Mayor

Attest: Borough of Branchville

  
\_\_\_\_\_  
Kathryn Leissler, RMC, Municipal Clerk

By:

  
\_\_\_\_\_  
Anthony Frato, Sr., Mayor

Resolution – Agreement: Shared Services – Borough of Branchville  
Plumbing Sub Code Services

Be it and it is hereby resolved by the Mayor and Council of The Borough of Branchville, County of Sussex and State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute on behalf of the Borough of Branchville the following shared services agreement with the Township of Montague as permitted by N.J.S.A. 4-8:A-1, et seq.: Plumbing Sub Code Services Agreement attached hereto dated January 1, 2015.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND COUNCIL FOR THE BOROUGH OF BRANCHVILLE, COUNTY OF SUSSEX AND STATE OF NEW JERSEY AT A REGULAR MEETING HELD ON DECEMBER 3, 2014.



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KATHRYN L. LEISSLER, RMC  
MUNICIPAL CLERK

Resolution – Agreement: Shared Services – Township of Sandyston  
Plumbing Sub Code Services

Be it and it is hereby resolved by the Montague Township Committee that the Mayor and Township Clerk are hereby authorized to execute on behalf of the Township of Sandyston the following shared services agreement with the Borough of Branchville as permitted by N.J.S.A. 4-8:A-1, et seq.: Plumbing Sub Code Services Agreement attached hereto dated January 1, 2015.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MONTAGUE, COUNTY OF SUSSEX AND STATE OF NEW JERSEY AT A REGULAR MEETING HELD ON DECEMBER 16, 2014.



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AMANDA F. LOBBAN, RMC  
MUNICIPAL CLERK