

# TOWNSHIP OF MAPLEWOOD



## RESOLUTION NO. 125-14

**RESOLUTION  
AUTHORIZING  
INTERLOCAL AGREEMENT - PLUMBING SUBCODE OFFICIAL  
AND PLUMBING INSPECTOR  
FOR MAPLEWOOD AND MILLBURN**

**WHEREAS**, the Township of Maplewood ("Maplewood") and the Township of Millburn ("Millburn") ("Collectively the Townships") have the need for a Plumbing Subcode Official and a Plumbing Inspector; and

**WHEREAS**, the Townships do not have a need for a full time Plumbing Subcode Official and Plumbing Inspector; and

**WHEREAS**, the Townships agree to enter into an Interlocal Agreement whereby it is agreed to hire an appropriate person or corporation to provide the performance of such inspections as are usually performed by a Plumbing Subcode Official and Plumbing Inspector.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, that:

- 1) The Township of Maplewood does hereby agree to enter into an Interlocal Agreement with the Township of Millburn with regard to a Plumbing Subcode Official and Plumbing Inspector, as set forth in the Agreement annexed hereto;
- 2) The Mayor and the Township Clerk be and are hereby authorized to sign the Interlocal Agreement with the Township of Millburn annexed hereto.

I, Elizabeth F. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on June 17, 2014.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 17th day of June 2014.

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**ELIZABETH F. FRITZEN**  
**Township Clerk**

**INTER-LOCAL AGREEMENT  
MAPLEWOOD / MILLBURN  
PLUMBING SUBCODE OFFICIAL  
&  
PLUMBING INSPECTOR  
FOR MAPLEWOOD AND MILLBURN**

**THIS AGREEMENT** is made this \_\_\_\_ day of June 2014, by and between the **Township of Maplewood** ("Maplewood"), a municipal corporation of the State of New Jersey, maintaining an office at **574 Valley Street, Maplewood, New Jersey 07040** and the **Township of Millburn** ("Millburn"), a municipal corporation of the State of New Jersey, maintaining an office at **375 Millburn Avenue, Millburn, New Jersey 07041** (collectively the "Townships");

**WHEREAS**, pursuant to the powers granted to it by the statutes of the State of New Jersey, N.J.S.A. 40A:65-1, et seq., Maplewood and Millburn did, through the provisions of duly adopted resolutions agree to enter into an Inter-local Agreement whereby it was agreed that they would jointly engage and hire an appropriate person or corporation to provide for the performance of such duties as are usually performed by a Plumbing Subcode Official and Plumbing Inspector within the Townships: and

**WHEREAS**, the governing bodies of Maplewood and Millburn have, by the appropriate resolutions duly authorized the execution of this Agreement; and

**WHEREAS**, Maplewood and Millburn have agreed that they will jointly engage an inspector who will render services to them.

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. Maplewood and Millburn are in need of a person or corporate entity that will perform within the Townships the duties which are required to be performed in accordance with the provisions of the Uniform Construction Code by the Plumbing Subcode Official or the Plumbing Inspector. Maplewood and Millburn have agreed that they will jointly engage a person or corporate entity who will render services to them as follows:

- A. The person or corporate entity so engaged shall render services above described to Maplewood on Monday, Tuesday, Wednesday, Thursday and Friday of each week. The length of time served by the person or corporate entity rendering services on the days noted shall be a total of fifteen (15) hours per week.
- B. Services above described shall be rendered to Millburn on Monday, Tuesday, Wednesday, Thursday and Friday of each week. The length of time served by the person or corporate entity rendering services on the days just noted shall be a total of twenty-five (25) hours per week.
- C. The term of the Agreement between Maplewood and Millburn shall be for four (4) years.

2. It is understood and agreed by and between the parties that Maplewood will be the host community. Maplewood will make payment to the person or corporate entity

of any salary, including fringe benefits, which may be agreed upon in the contract with the person or corporate entity hired.

3. The Township Administrator of Maplewood and the Township Administrator of Millburn are empowered by the respective Townships through negotiations to engage the services of the person or corporate entity referred to herein. It is understood and agreed that the salary and fringe benefits of the person or corporate entity so hired shall, however, be approved prior to engaging said services and prior to increasing the costs of said services in the future by a Resolution of each of the Townships.

4. It is understood and agreed at the present time, subject to being changed by negotiations, that the cost for the services of the person or corporate entity to be engaged shall be approximately \$93,000.00 for the first year of engagement and shall be divided as follows:

33% shall be paid by Maplewood

67% shall be paid by Millburn

5. It is further understood and agreed that Millburn shall pay the sum of \$2,000.00 per year to Maplewood to compensate it for the administrative costs for overseeing the contract.

6. Maplewood shall bill Millburn for services rendered on a quarterly basis and Millburn shall pay all bills within thirty (30) days of receipt of the bills.

7. In the event this Agreement shall be invalidated by a court of competent jurisdiction or person otherwise unenforceable, the contracting parties agree that they shall each, on an interim emergency basis, provide within their respective Townships for the performance of such inspections as are usually performed by a Plumbing Subcode Official and Plumbing Inspector.

8. Each of the Townships will and does hereby indemnify the other against and agree to save the other harmless from any and all claims for damages, whether for personal injury or property damage or otherwise, arising out of the services rendered to the other by the person or corporate entity selected.

9. This Agreement may only be modified in a writing signed by the Townships.

**IN WITNESS WHEREOF**, each party has caused its authorized official to sign and seal this Agreement the day and year first above written.

**ATTEST:**

**TOWNSHIP OF MAPLEWOOD**

\_\_\_\_\_  
**ELIZABETH F. FRITZEN**  
Township Clerk

BY: \_\_\_\_\_  
**VICTOR DeLUCA, Mayor**

**TOWNSHIP OF MILLBURN**

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**CHRISTINE A. GATTI**  
Township Clerk

BY: \_\_\_\_\_  
**ROBERT T. TILLOTSON,**  
Mayor