

**AGREEMENT PURSUANT TO THE INTERLOCAL SERVICES ACT NJS 40:8A -1 ET SEQ. AND THE STATE UNIFORM CONSTRUCTION CODE ACT NJSA 52: 27D-119 ET SEQ., FOR THE PROVISION OF STATE UNIFORM CONSTRUCTION CODE ENFORCEMENT SERVICES BY THE TOWNSHIP OF TEWKSBURY TO THE BOROUGH OF CALIFON AND THE TOWNSHIP OF LEBANON**

**WHEREAS**, the Township Committee of the Township of Lebanon ("Lebanon") and the Mayor and Council of the Borough of Califon ("Califon") are of the opinion that it would be advantageous to the residents, property owners, taxpayers, builders and contractors of Lebanon and Califon to continue to transfer the enforcement of the State Uniform Construction Code to the local enforcement agency of the Township of Tewksbury ("Tewksbury"); and

**WHEREAS**, Tewksbury already provides code enforcement for Tewksbury and Tewksbury is willing to have local code enforcement provided by Tewksbury through an interlocal services agreement to which Califon, Lebanon and Tewksbury are parties; and

**WHEREAS**, the present interlocal services agreement for local code enforcement between Lebanon, Califon and Tewksbury is a four year agreement which commenced on July 22, 2002 and continued until January 1, 2006 and under the provisions of NJAC 5:23-4.6 (b) a new interlocal services agreement amongst Califon, Lebanon and Tewksbury would be an agreement which continues until January 1, 2009.

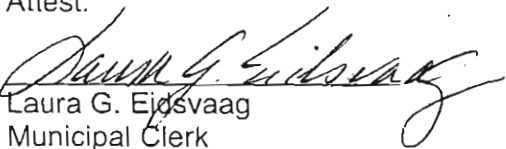
**NOW, THEREFORE, BE IT RESOLVED** this 1st day of January 2006, by and between the Borough of Califon, a municipal corporation of the State of New Jersey, with offices at 39 Academy Street, P.O. Box 368, Califon, NJ 07830, the Township of Lebanon, a municipal corporation of the State of New Jersey, with offices at 530 West Hill Road, Glen Gardner, NJ 08826, and the Township of Tewksbury, a municipal corporation of the State of New Jersey, with offices at 169 Old Turnpike Road, Califon, NJ 07830, as follows:

1. Califon, Lebanon and Tewksbury agree that as of the date on which Ordinances authorizing this Agreement adopted by all three municipalities hereto have become effective, enforcement of the New Jersey State Uniform Construction Code in Califon shall continue to be provided, and enforcement of such Code in Lebanon shall continue to be provided, by the Tewksbury Construction Department through its Construction Official and various sub-code officials.
2. The office hours of the Tewksbury Construction Department for members of the public from Califon and Lebanon shall be the same hours as for Tewksbury residents; presently Monday through Friday, during regular business hours. All secretarial, administrative and enforcement costs of the Tewksbury Township Construction Department for services provided to Califon and Lebanon residents and contractors shall be borne directly by Tewksbury.
3. All fees, charges and surcharges payable in connection with the enforcement of the Uniform Construction Code in Califon and Lebanon shall be payable to and collected by the Tewksbury Construction Department and, in consideration of the services to be provided hereunder, shall be the sole property of the Township of Tewksbury, except for surcharges and training fees payable to the New Jersey Department of Community Affairs as applicable.


4. Tewksbury shall provide for a waiver of enforcing agency fees for construction contracted for, or conducted by, Califon and Lebanon within their respective boundaries, pursuant to NJSA 52: 27D -126b.
5. A copy of the contract shall be filed and open to public inspection at the offices of the Municipal Clerks of Califon, Lebanon and Tewksbury in accordance with NJSA 40:8A-4.
6. This contract shall take effect upon the adoption of appropriate authorizing Ordinances by Califon, Lebanon and Tewksbury pursuant to NJSA 40:8A-4.
7. All services provided by the Tewksbury Township Construction Department to the residents of Califon and Lebanon shall be in accordance with the New Jersey State Uniform Construction Code and the regulations adopted pursuant thereto.
8. Pursuant to NJAC 5:23-4.6, the parties agree as follows:
  - a. Upon the final adoption of Ordinances by Califon, Lebanon and Tewksbury pursuant to the Interlocal Services Act, copies of such Ordinances, this Agreement and any other pertinent information shall be forwarded to the Department of Community Affairs.
  - b. The term of this contract shall be until January 1, 2009.
  - c. The term of office of any construction or sub-code official shall, except for good cause, continue to January 1, 2009.
  - d. Should this agreement be invalidated by a court of competent jurisdiction or prove otherwise unenforceable, administration and enforcement of the Uniform Construction Code in Califon and Lebanon shall be provided by the Tewksbury Township Construction Department on an interim or emergency basis until permanent construction code serviced can be obtained for Califon and Lebanon.
  - e. To the extent applicable, the information contained in NJAC 5:23-4.7 (b) and 4.8 (a) is hereby incorporated in this agreement as is set forth fully herein.

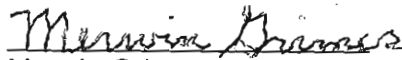
**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this agreement on this 1st day of January, 2006.

Attest:


  
 Laura G. Eidsvaag  
 Municipal Clerk  
 Borough of Califon

  
 Karen Sandorse  
 Municipal Clerk  
 Township of Lebanon

  
 Roberta A. Brassard  
 Municipal Clerk  
 Township of Tewksbury

  
 Merwin Grimes  
 Mayor  
 Borough of Califon

  
 Patricia Schriver  
 Mayor  
 Township of Lebanon

  
 William B. Voyce  
 Mayor  
 Township of Tewksbury