

**PLANNING/ZONING BOARD SECRETARY
INTERLOCAL SERVICE AGREEMENT
BETWEEN
THE TOWNSHIP OF WANTAGE
AND
THE BOROUGH OF SUSSEX**

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

THE TOWNSHIP OF WANTAGE, a municipal corporation of the State of New Jersey (referred to as "Provider"); and

THE BOROUGH OF SUSSEX, a municipal corporation of the State of New Jersey;

Sussex shall be referred to as "Recipient".

WITNESSETH, that the Provider and the Recipient agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

The Provider is hereby designated as the agent of the Recipient, to furnish a Secretary for the Sussex Borough Planning/Zoning Board.

B. Responsibility.

At all times, the Provider shall maintain responsibility for and control over the personnel hired to provide the service. All citizen inquiries and complaint resolutions regarding employee performance shall be handled through the Provider.

C. Supervision

The Provider, in conjunction with the Recipient, shall establish office hours for the service to be provided.

D. Designation as Board Secretary

As a condition of this interlocal services agreement, the Sussex Borough Planning/Zoning Board shall name the Wantage Employee identified by the Provider to be the Sussex Borough Planning/Zoning Board Secretary at a Public Meeting of the said Board. If, at any time, the Sussex Borough Planning/Zoning Board chooses to appoint an individual other than the person identified by the Provider, this agreement shall be considered terminated.

ARTICLE II: ACTIVITIES

A. Services to be Performed

The Provider will provide the following personnel to the Recipient:
Planning/Zoning Board Secretary (hereinafter "Secretary")

B. Hours of Service

The Secretary shall attend meetings of the Sussex Borough Planning/Zoning Board on the first and third Thursdays from 7:30 – 10:30 p.m. Some meetings may last longer than 10:30 p.m., while others may adjourn prior to 10:30 p.m. The Secretary shall remain until the meeting(s) are finished. Total hours worked by the Secretary during the year shall be tracked by the Township, and used to evaluate future costs of service to be provided.

The Secretary shall also attend special meetings of the Sussex Borough Planning/Zoning Board as they may be called from time to time, unless there is a conflict with the established work hours of the Secretary as an employee of the Township of Wantage.

The Secretary shall work in the Sussex Borough Hall as follows:

First Monday of each Month: 4 hours in Sussex Boro, Noon to 4:00 pm

First Friday of each Month: 4 hours in Sussex Boro, Noon to 4:00 pm

Third Monday of each Month: 4 hours in Sussex Boro, Noon to 4:00 pm

Third Friday of each Month: 4 hours in Sussex Boro, Noon to 4:00 pm

The Secretary shall type the minutes of the meetings for the Sussex Borough Planning/Zoning Board, prepare agendas for the Board meetings, and handle general correspondence, telephone contact, and legal advertisements on behalf of the Sussex Borough Planning/Zoning Board.

C. Place of Operation

The Secretary shall work in the Sussex Borough Hall. The Recipient agrees to provide the Secretary with a workstation complete with a telephone, computer with Internet and e-mail access, and office supplies as necessary, within the budget provided by the Sussex Borough Municipal Budget Line Item for Operating Expenses of the Sussex Borough Planning/Zoning Board.

In the event it is determined by the Recipient that the Secretary should work from the Wantage municipal building rather than the Sussex Borough Hall, written notice of that decision shall be provided to the Provider.

D. Maintenance of Records

All records produced by the Secretary on behalf of the Sussex Borough Planning/Zoning Board shall be retained in the Sussex Borough Hall.

ARTICLE III: EMPLOYEES

A. Personnel

The Provider shall furnish an individual to perform the duties of Planning/Zoning Board Secretary.

B. Staffing Pattern

One part-time employee, as described above

ARTICLE IV: FUNDING

A. For the year 2006, Recipient shall pay the Provider the annual sum of \$5,175.

B. Payment by Recipients to Provider

The Recipient shall provide sufficient funds in their budget to cover contract costs. The Recipient shall provide payment for the service charges, based on the figures shown under Article IV, Section A. Payment may be made in one lump sum upon execution of the contract, or in installment payments to be agreed upon between the Wantage Chief Finance Officer and the Sussex Chief Finance Officer.

ARTICLE V: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION

A. Duration

Duration of the agreement shall be for a period calendar year 2006.

B. Termination

Either party may terminate its participation in the interlocal service agreement by providing written notice to the other participant, with at least thirty days advance notification.

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

D. Interpretation

Any questions regarding proper interpretation of the terms of the agreement shall be submitted by the Municipal Clerk of the Provider, to the municipal attorney of the Provider as well as to the municipal attorney the Recipient, for interpretation. Absent a unanimous opinion, the requesting party may terminate their participation in the agreement as provided for in Article V, Section B, or file an action in a court of competent jurisdiction with venue in Sussex County. Each party shall bear its own cost of any litigation. In the event of a dispute between the Recipient in which the Provider is named as a party, the Recipient shall equally bear the costs of Provider’s attorneys’ fees and costs in such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Attest:

James R. Doherty, Administrator Clerk

TOWNSHIP OF WANTAGE

By: Parker Space, Mayor

Dated: _____

Attest:

Vito Gadeleta, Borough Clerk

BOROUGH OF SUSSEX

By: Katherine Little, Mayor

Dated: _____

The Sussex Borough Planning/Zoning Board acknowledges the interlocal arrangement as stated herein, and understands that the validity of the arrangement is conditional upon the Sussex Borough Planning/Zoning Board selecting and appointing the individual named by the Township of Wantage to act in the capacity of “Secretary”.

BOARD

Attest:

Board

BOROUGH OF SUSSEX PLANNING/ZONING

By: Chairman, Sussex Planning/Zoning

Dated: _____