

**FREDON TOWNSHIP
RESOLUTION 2023-40**

WHEREAS, the Township of Fredon is required to provide the services of a Fire Marshal to administer the Township's fire prevention program pursuant to the Uniform Fire Safety Act (N.J.S. 52:27D-192 et seq.) and New Jersey Regulations for Fire Code Enforcement; and

WHEREAS, the County of Sussex has offered to continuing providing the services of the County Fire Marshal to administer the Township's fire prevention program effective July 1, 2023; and

WHEREAS, the Township Committee has determined that providing such services through the County Fire Marshal is in the best interest of the Township and is the most cost-effective mechanism for the provision of such services; and

WHEREAS, the Township of Fredon and the County of Sussex desire to enter into a Shared Services Agreement pursuant to N.J.S. 40A:65-1 et seq. for the County to provide the services of the County Fire Marshal as Local Enforcing Agency to administer the Township's fire prevention program for a term of five years.

NOW THEREFORE, BASED ON THE FOREGOING CONSIDERATIONS, BE IT RESOLVED by the Township Committee of the Township of Fredon, County of Sussex, and State of New Jersey as follows:

1. The Mayor and Township Clerk are authorized and directed to execute a Shared Services Agreement, a copy of which is annexed hereto, with the County of Sussex, for the County to provide Fire Marshal services as described within said Agreement for a term of four years effective July 1, 2023.
2. A copy of this Resolution and the Shared Services Agreement shall be provided to the Division of Local Government Services pursuant to N.J.S. 40A:65-4b.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Regular Meeting of that body held on March 23, 2023.

Suzanne Boland, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

This Shared Services Agreement entered into this 23rd day of March , 2023 by and between the **County of Sussex**, a political subdivision of the State of New Jersey, having its principal offices at One Spring Street, Newton, New Jersey 07860, (hereinafter referred to as “County”); and

The **Township of Fredon**, a municipal corporation of the State of New Jersey, having its offices located at 443 Route 94, Newton, New Jersey 07860, (hereinafter referred to as “Township”).

RECITALS

WHEREAS, the County of Sussex presently has a Certified Fire Marshal who performs certain services for the County under the LEA, (Local Enforcement Agency), as set forth in NJ State Uniform Fire Code and Regulations for Fire Code Enforcement; and

WHEREAS, N.J.S.A. 40A:65-4 et seq. authorizes a County and a municipality to enter into contracts for the joint provision of any service which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Township of Fredon is in need of an individual to work for the Township to enforce the Uniform Fire Safety Act, N.J.S.A. 52:27D-192, et seq., the State Fire Safety Code, N.J.A.C. 5:70-4.1 et seq. and relevant regulations; and

WHEREAS, the County of Sussex and the Township of Fredon have determined that it would be mutually beneficial to enter into a Shared Services Agreement whereby the County’s Fire Marshal would perform the similar services to the Township; and

WHEREAS, the parties to this Shared Services Agreement desire to enter into an agreement as of July 1, 2023 through June 30, 2028, which will allow the County’s Fire Marshal to share office hours with the Township of Fredon on Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.; and

WHEREAS, the County of Sussex is prepared to provide the services contemplated by this Shared Services Agreement to the Township of Fredon for a period of five (5) years, with any renewal of this Shared Services Agreement to be the subject of evaluation, review, and approval by the County of Sussex and the Township of Fredon; and

WHEREAS, the County of Sussex is prepared to provide the services contemplated by this Shared Services Agreement to the Township of Fredon with the understanding and agreement that the County Fire Marshal is currently employed by the County of Sussex and can perform services for the Township of Fredon without delaying his work performance within the County Fire Marshal’s Office in response to requirements of the County of Sussex; and

WHEREAS, the County Fire Marshal will not be involved in reviewing any action that would come before the County Fire Marshal for approval concerning the Township of Fredon, and in those instances the Township of Fredon will engage an autonomous Fire Marshal that is independent of this Agreement to perform all actions requiring review that would come before the

County Fire Marshal for approval, including, but not limited to, municipal or private projects that may require approval from the County Fire Marshal.

NOW, THEREFORE, in consideration of the promises, mutual covenants, understanding and agreements contained in this Shared Services Agreement and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by all parties, it is agreed by and between the parties as follows:

Effective July 1, 2023, County of Sussex LEA, Fire Marshal will perform services for the Township of Fredon in accordance with NJ State Uniform Fire Safety Act, State Fire Safety Code and Regulations for Fire Code Enforcement including, but not limited to, the following:

- Municipal Life Hazard and Non-Life Hazard Buildings;
- Buildings within the Municipality that fall under the policies of the New Jersey Division of Fire Safety Bureau of Fire Code Enforcement;
- Oversight and supervision of certified smoke alarm, carbon monoxide alarm and portable fire extinguisher inspections (as designated by the Township);
- County Fire Marshal shall utilize the Mobile-Eyes Inspection Software program for record keeping; and
- County Fire Marshal shall supply monthly reports to the Municipality and shall be responsible for invoicing of all fees, costs and penalties.

1. Appropriate Fees, Penalties and Violations monies collected from the Municipality for life-hazard code work would go to the State of New Jersey, Division of Fire Safety (SNJDFS) and the SNJDFS would pay the appropriate percentage to Sussex County LEA, Fire Marshal on behalf of the Municipality, pursuant to the fee schedule attached hereto and made a part hereof. Payments shall be made in a timely manner as required by N.J.S.A. 40A:65-7, if applicable.

2. All buildings owned and occupied by the County of Sussex shall be exempt from any inspection/permit fees for Life Hazard Uses only. Non-Life Hazard Use inspection/permit fees shall be waived for municipal-owned buildings, including firehouses and EMS stations.

3. The fee schedule attached hereto and made a part hereof shall be the inspection fees for all Non-Life Hazard Use businesses. All other fees (Life Hazard Use and Permits) are governed in Sub-Chapter 2 of the Uniform Fire Code of the State of New Jersey. Any modifications to the fee schedule as mandated by the Division of Fire Safety, Department of Community Affairs, State of New Jersey during the term of this Agreement are incorporated herein and made a part hereof as of the time that the Sussex County Fire Marshal is made aware of same and forwards the revised fee schedule to the Township of Fredon. All penalties and fees collected shall be deposited into a dedicated account for the Sussex County Fire Marshal's Office and be used for the purpose of enforcing the Fire Safety Act as outlined in N.J.S.A. 52:27D-203 and N.J.A.C. 5:70-2.12 of

the Uniform Fire Code of the State of New Jersey. Dedicated penalties per N.J.A.C. 5:70-2-12.A shall be paid to the municipality for firefighter training and/or firefighting equipment.

4. The Sussex County LEA, Fire Marshal has acquired and shall maintain during the term of this Shared Services Agreement New Jersey State certification for fire inspection and training to enforce the Uniform Fire Code and Regulations for Fire Code Enforcement.

5. Hourly rate based upon official's fringe benefit percentage of salary base paid to the County LEA, Fire Marshal from the County of Sussex, with appropriate adjustments for increased costs of benefits during the term of this Agreement, will be paid for work outside of the typical scope of the Uniform Fire Safety Act. The Sussex County LEA, Fire Marshal and the Municipality will discuss and agree upon the degree of work and number of hours prior to start of such work.

6. The Sussex County LEA, Fire Marshal is an employee of the County of Sussex and therefore, the County of Sussex shall at all times be responsible for its employee. The County of Sussex shall maintain all required Workers Compensation Insurance and Liability coverage for County employees. The Fire Marshal shall not be considered an employee of the Township of Fredon.

7. The County of Sussex shall hold the Township of Fredon harmless for any and all acts of the Fire Marshal. The Township of Fredon shall hold the County Fire Marshal harmless for any and all acts of the Township of Fredon.

8. In no event shall this Agreement be interpreted to include an expiration date which violates any present or future New Jersey law or regulation.

9. Maintenance of Records:

- a. All active files, records and support documentation shall be maintained on file in the offices of the LEA, Fire Marshal of the County of Sussex.
- b. When files, records and support documentation are closed from active status, the materials shall be maintained at the County of Sussex LEA Fire Marshal location.
- c. The Municipality and the County of Sussex LEA will arrange for duplicate records to be delivered to either party when requested.

10. Either the County of Sussex or Municipality may terminate this Agreement upon ninety (90) days written notice to the other party, as well as, notification to the Department of Community Affairs, Division of Fire Safety.

IN WITNESS THEREOF, the County of Sussex and Township of Fredon, by and through its duly authorized representatives, have hereunder executed this Shared Services Agreement.

COUNTY OF SUSSEX

TOWNSHIP OF FREDON

Chris Carney
County Commissioner Director

John Flora, Mayor
Township of Fredon

Date:

Date:

Attest:

Attest:

Christina Marks
Clerk of the Board

Suzanne Boland
Township Clerk

**COUNTY OF SUSSEX
FEE SCHEDULE**

Non-Life Hazards Use:

In addition to the registrations required by the Uniform Fire Code, the following non-life hazard uses shall register with the Sussex County Fire Marshal's Office. These uses shall be inspected once per year and pay an annual fee. The following is the fee schedule for non-life hazard uses:

1. All business occupancies up to 4,999 square feet - \$50 annually
2. All business occupancies between 5,000 square feet and 9,999 square feet - \$80 annually
3. All business occupancies between 10,000 square feet and 11,999 square feet - \$125 annually

Residential (LEA listed with multi-family BHI). Fee is for each building.

R-2A Residential use occupancies of three (3) to six (6) dwelling units. \$ 50.00

R-2B Residential use occupancies of seven (7) to ten (10) dwelling units. \$ 75.00

R-2C Residential use occupancies of thirteen (13) to twenty (20) dwelling units. \$100.00

R-2D Residential use occupancies of twenty-one (21) to fifty (50) dwelling units. \$125.00

R-2E Residential use occupancies of more than fifty (50) dwelling units. \$150

***Plus \$6.00 for each dwelling unit over fifty (50) dwelling units.

Inspections, permits and fees

Each non-residential use that is not classified as a Life-Hazard Use under N.J.A.C. 5:70-2.4 shall be registered with the Sussex County Fire Marshal's Office. The owner of the premises and/or operator of the Non-Life Hazard Use shall submit a completed registration form and pay the fee set forth in the Sussex County Code, prior to commencing operation of the Non-Life Hazard Use. A penalty shall accrue, in addition to the registration fee, if a Non-Life Hazard Use is not so registered prior to commencing operation. Late registrations in excess of 90 days may be referred to the County or Municipal Attorney for collection.

Fines and Penalties

N.J. Admin. Code § 5:70-2.12

(a) The Commissioner or a local enforcing agency may assess, levy and collect penalties to ensure compliance with the Code. No penalty shall be imposed except upon issuance of a written order requiring abatement and the allowance of a reasonable specified period in which to comply, unless clear notice of the violation otherwise exists.

(b) The maximum penalty for any act or omission in violation of the Act or Code that is not enumerated in this subsection shall be \$ 5,000 per violation per day. Except as specified below, a violation of N.J.A.C. 5:70-3 or 4 shall subject a violator to a maximum penalty of \$ 500.00 per violation per day. Specific violations shall subject violators to penalties as follows:

1. Imminent hazard--punitive closure:

- i. Failure to obey an imminent hazard order--a maximum of \$ 5,000 per day for each day that the failure continues.
- ii. Failure to obey an order to close for fixed period of time issued pursuant to 5:70-2.17 --a maximum of \$ 5,000 per day for each day that the failure continues.

2. Egress:

- i. Blocking, locking, or obstructing required exits in a place of public assembly or education--a maximum of \$ 5,000 per occurrence;
- ii. Blocking, locking, or obstructing required exits in any other place--a maximum of \$ 2,500 per occurrence.

3. Occupancy:

- i. Exceeding the maximum permitted occupancy in a place of public assembly or education;
 - (1) For the first offense--a maximum of \$ 2,500;
 - (2) For a subsequent offense--a maximum of \$ 5,000;
- ii. Exceeding the maximum permitted occupancy in any other place;
 - (1) For the first offense--a maximum of \$ 500.00;
 - (2) For a subsequent offense--a maximum of \$ 2,500.

4. Fire protection equipment:

- i. Failure to install a required suppression or detection device after having been given written notice of the requirement to do so:
 - (1) In a place of public assembly or education--a maximum of \$ 2,500 per violation per day;
 - (2) In any other place--a maximum of \$ 1,000 per violation per day.
- ii. Disabling or decreasing the effectiveness of any fire suppression or alarm device or system.
 - (1) In a place of public assembly or education--a maximum of \$ 5,000 per occurrence;
 - (2) In any other place--a maximum of \$ 1,000 per occurrence.

5. Failure to comply with a lawful action:

- i. A negligent or inadvertent failure to comply with a lawful order, ruling, notice or other action of the Commissioner or a local enforcing agency--a maximum of \$ 2,000 per occurrence.
- ii. A refusal or deliberate failure to comply with a lawful order, ruling, notice or other action of the Commissioner or a local enforcing agency--a maximum of \$ 5,000 per occurrence.

6. Obstruction:

- i. Anyone who obstructs, hinders, delays or interferes by force or otherwise with the Commissioner or any member of a local enforcing agency in the exercise of any power or the discharge of any function or duty under the provisions of this Code--a maximum of \$ 2,500 per occurrence.

7. Permits:

- i. Failure to obtain a required permit prior to commencing the operation, process or activity for which a permit was required--a maximum of double the amount of the applicable permit fee.
- ii. Failure to obtain a required permit after being ordered to do so while continuing the operation, process or activity--a maximum of \$ 5,000 per day during which the operation, process, or activity continues.

8. Registration:

- i. Failure to file a registration application after having been ordered to do so--an amount equal to double the applicable registration fee, but not less than \$ 200.00 or more than \$ 1,000 for each registration.
- ii. Failure to pay the required annual registration fee when due--an amount equal to the unpaid fee. Payment of the fee after imposition of the penalty shall not absolve the owner from responsibility for the penalty nor shall payment of the penalty be deemed to absolve the owner from the obligation to pay the fee.
- iii. Failure to obtain a Certificate of Carnival Registration--an amount equal to double the applicable registration fee.

9. False statements:

- i. Preparing, uttering or rendering any false statement, pertaining to reports, documents, plans or specifications permitted or required under the provisions of this code--a maximum of \$ 5,000.
- ii. Submission of a materially false application for a permit or registration--a maximum of \$ 1,000 per occurrence.

10. Special hazards:

- i. For any violation of N.J.A.C. 5:70-3 or 4 of this Code which is not specifically enumerated above but which, under the circumstances, presents a specific hazard to life--a maximum of \$ 5,000 per violation per day. The violation notice must set forth the basis for determining the basis for a special hazard.

(c) Each day during which the violation remains unabated after the date or time specified in the order or notice for its correction or termination shall constitute an additional and separate violation.

(d) The filing of a timely appeal shall stay the action until a decision is made by the construction board of appeals or the Commissioner, as the case may be.

(e) A violation that is recurring justifies imposition of an immediate penalty without the necessity for an interval in which correction can be made. A violation shall be deemed to be a recurring violation if a notice has been served within two years from the date that a previous notice was served and the violation, premises and responsible party are substantially the same.

(f) If a penalty order has not been satisfied by the 30th day after its issuance, the Commissioner or local enforcing agency may institute a civil penalty action by a summary proceeding under the Penalty Enforcement Law of 1999 (N.J.S.A. 2A:58- 10 et seq.) in the Superior Court or municipal court.

1. A person who fails to pay immediately a money judgment rendered against him may be sentenced to imprisonment by the court for a period not exceeding six months, unless the judgment is sooner paid.

2. All moneys that are recovered as a result of the assessment of penalties shall be paid into the designated trust account and shall be appropriated to support the local enforcing agency's operation.

(g) The Commissioner or fire official may offer to reduce any penalty provided that such reduction is in the best interest of fire safety and will assure compliance. No penalty reduction can be made final while the violation that led to its assessment remains in existence.

N.J. Admin. Code § 5:70-2.12

Smoke Detector Compliance Inspections

Required prior to real estate closing and/or change of tenancy for rental properties

The application fee for a certificate of smoke alarm, carbon monoxide alarm, and portable fire extinguisher compliance (CSACMAPFEC), as required by 5:70-2.3, shall be based upon the amount of time remaining before the change of occupant is expected, as follows:

1. Requests for a CSACMAPFEC received more than 10 business days prior to the change of occupant: \$ 45.00;
2. Requests for a CSACMAPFEC received four to 10 business days prior to the change of occupant: \$ 90.00; and
3. Requests for a CSACMAPFEC received fewer than four business days prior to the change of occupant: \$ 161.00.

Every re-inspection will incur an additional \$45 fee

N.J. Admin. Code § 5:70-2.9

Permits

The application fee for a permit shall be as follows:

1. Type 1--\$ 54.00;
2. Type 2--\$ 214.00;
3. Type 3--\$ 427.00;
4. Type 4--\$ 641.00.

i. Exception: There shall be no fee for Type 4 permits for storage or activity at a premises registered as a life hazard use in accordance with this subchapter.

N.J. Admin. Code § 5:70-2.9

(Fee schedule effective July 1, 2023)