

**Resolution of the Demarest Governing Body  
Resolution No. 033-25  
January 6, 2025**

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang			✓			
Fox	✓		✓			
Marks			✓			
Slowikowski		✓	✓			
Reiss			✓			
Collins			✓			

**TITLE: RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT WITH THE  
NBCUA FOR TV INSPECTION**

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**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide TV Inspection Services of the sanitary sewer system, or other systems, to the Municipality for the years 2025 and 2026; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor is authorized to execute the attached agreement between the Borough of Demarest and the NBCUA

APPROVED:

  
\_\_\_\_\_  
Mayor Brian Bernstein

**CERTIFICATION**

I, Julie Falkenstein, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 6, 2025

  
\_\_\_\_\_  
Julie Falkenstein, Acting Borough Clerk

**SHARED SERVICES AGREEMENT- TV INSPECTION**

THIS AGREEMENT, made this 6 day of January 2025  
between Borough of Demarest (hereinafter "the Municipality"), a municipal corporation  
of the State of New Jersey maintaining offices at  
118 Serpentine Rd, Demarest, New Jersey, and the **NORTHWEST  
BERGEN COUNTY UTILITIES AUTHORITY** (hereinafter "NBCUA"), maintaining offices at  
30 Wyckoff Avenue At Authority Drive, Waldwick, New Jersey.

**W I T N E S S E T H:**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide TV Inspection Services of the sanitary sewer system, or other systems, to the Municipality for the years 2025 and 2026; and

**WHEREAS**, the within Agreement has been duly authorized by appropriate resolutions of the Municipality and NBCUA.

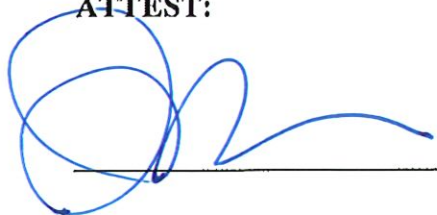
**NOW THEREFORE IT IS AGREED** by and between the parties hereto as follows:

1. This Agreement shall be in effect for the 2025 and 2026 calendar years. NBCUA will provide TV Inspection Services as set forth in Purchase Order(s) or other written authorization to be issued by the Municipality.
2. The Municipality will pay to NBCUA a per foot price of ninety-five cents (\$0.95) in year 2025 and a per foot price of ninety-eight cents (\$0.98) in year 2026, with a minimum payment of five hundred dollars (\$500) for each day of inspection in the years 2025 and 2026.

3. Prior to initiating the inspection, the Municipality will certify that the line to be inspected has been cleaned and is available for inspection. Should it become apparent during the inspection that the work cannot continue due to an accumulation of material in the system or other restriction, the inspection will be discontinued, and the Municipality will be billed for the work completed or the minimum payment defined above, whichever is greater.
4. The Municipality shall provide the required traffic control to ensure the safe operation of the TV inspection equipment within the Municipality.
5. Payment shall be made to NBCUA upon completion of the work and certification by the Municipality that the work has been completed in a satisfactory manner.
6. Each party will maintain insurance coverage through the Joint Insurance Fund or other source in connection with worker's compensation, automobile liability, general liability, and other coverage.
7. Municipality assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by the Municipality, its agents, servants or employees.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.


**ATTEST:**

  
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**ATTEST:**

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**MUNICIPALITY**

  
\_\_\_\_\_

**Mayor**

**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

\_\_\_\_\_  
**Executive Director**