

**Resolution of the Demarest Governing Body
Resolution No. 034-25
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 SEWER CLEANING**

=====

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 jetting services to the Municipality for sanitary sewer systems, or other systems as applicable, in the years 2025 and 2026; and

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

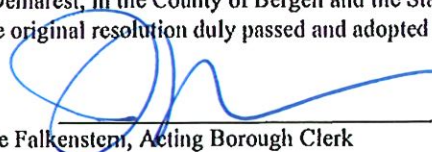
APPROVED:



Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, 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 Falkenstern, Acting Borough Clerk

SHARED SERVICES AGREEMENT - SANITARY SEWER CLEANING

THIS AGREEMENT, made this 7th 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.

WITNESSETH:

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 jetting services to the Municipality for sanitary sewer systems, or other systems as applicable, in 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 will be in effect for the 2025 and 2026 calendar years. NBCUA will provide jetting services on an as needed basis for the Municipality.
2. The Municipality will pay to NBCUA a minimum equipment charge of \$500 per day in addition to:
 - a) Sewer / Storm - a per foot price of seventy cents (\$0.70) in year 2025 and a per foot price of seventy-two cents (\$0.72) in year 2026.
 - b) Pump Stations Cleaning and Storm Drain Vacuuming - current hourly rate for labor (*contact NBCUA*).

3. Payment shall be made by the Municipality to NBCUA upon completion of the work and certification by the Municipality that the work has been completed in a satisfactory manner.


4. All solid waste material harvested as a result of the jet cleaning will be collected and disposed of by NBCUA at no additional costs. All water, when possible, shall be decanted off into the nearest sanitary manhole. Exceptions to this requirement are any materials that are classified hazardous in nature and/or any material that cannot be disposed of in an ordinary and typical way (i.e. landfill). If material is found to be "exceptional" in nature NBCUA will charge the Municipality direct costs for disposal of said material.

5. Each party will maintain and operate insurance coverages through the Joint Insurance Fund or other source in connection with worker's compensation, automobile liability, general liability, and other coverage.

6. 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, this month, day, and year first above written.

ATTEST:



A handwritten signature in blue ink, consisting of a large, stylized 'O' followed by a horizontal line and a short tail.

ATTEST:

MUNICIPALITY



A handwritten signature in black ink, consisting of a large, stylized 'B' followed by a horizontal line and a short tail.

Mayor

NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY

Executive Director