

**Resolution of the Demarest Governing Body**

**Resolution No. 150-24**

**September 9, 2024**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Jiang</b>			✓			
<b>Fox</b>	✓		✓			
<b>Marks</b>						✓
<b>Slowikowski</b>			✓			
<b>Reiss</b>			✓			
<b>Collins</b>		✓	✓			

**TITLE: RESOLUTION APPROVING SHARED SERVICE AGREEMENT WITH COUNTY OF BERGEN FOR THE PROVISION SNOW PLOWING/SALTING**

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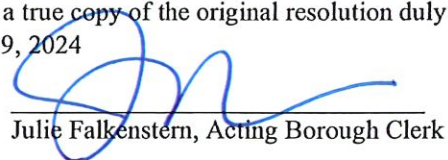
BE IT RESOLVED by the Mayor and Council of the Borough of Demarest that the Mayor is hereby authorized to execute an agreement with the County of Bergen for the 2024-2026 Snow Plowing Program,

**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 September 9, 2024

  
\_\_\_\_\_  
Julie Falkenstern, Acting Borough Clerk

**COUNTY OF BERGEN - SHARED SERVICES AGREEMENT - SNOW PLOWING/SALTING**

**THIS AGREEMENT** ("Agreement") made on the \_\_\_th day of \_\_\_\_\_ 2024 by and between:

**THE COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, acting by and through the Director of Public Works, hereinafter referred to as "COUNTY" and

**THE Borough of Demarest**, a municipal corporation of the State of New Jersey, herein referred to as "LOCAL UNIT."

**WITNESSETH**

**WHEREAS**, the Board of County Commissioners of the County of Bergen, has been authorized under N.J.S.A. 27:16-33, to cause snow to be plowed from COUNTY owned or controlled roads; and

**WHEREAS**, it is COUNTY's desired plan to employ the services of LOCAL UNIT for snowplow operations and salting on COUNTY owned or controlled roads located within LOCAL UNIT for a period of two snow seasons.

**NOW, THEREFORE BE IT AGREED**, for the consideration hereinafter stated, the Parties hereto agree as follows:

- (1) LOCAL UNIT agrees that it will furnish the necessary equipment and personnel required to perform snow plowing operations on COUNTY owned or controlled roads located within LOCAL UNIT for the two (2) winter seasons commencing October 1, 2024 and ending April 30, 2026.
- (2) LOCAL UNIT, through its Superintendent of Public Works or other designated official, will have complete supervision of snowplow operations. LOCAL UNIT agrees it will commence plowing of COUNTY owned or controlled roads, simultaneously with operation on municipal streets, once snow reaches a minimum depth of two (2) inches, and it appears that snowfall will continue. LOCAL UNIT agrees to keep County Snow Control informed of the progress of its snow plowing operations.
- (3) LOCAL UNIT agrees that it shall defend COUNTY and hold it harmless from any and all claims that may be filed in equity or law, arising from the performance of this Agreement, and that it shall secure and maintain throughout the duration of this Agreement, comprehensive Automobile Liability insurance in an amount not less than \$1,000,000 CSL (Combined Single Limit) and General Liability Insurance in an amount not less than \$1,000,000 per occurrence and Umbrella

Excess Liability Insurance in an amount not less than \$4,000,000 per occurrence. LOCAL UNIT further agrees that COUNTY shall be provided a Certificate of Insurance naming "The County of Bergen" as an additional insured with respect to services performed under this Agreement, and evidencing the minimum limits of insurance coverage set forth in this Agreement

- (4) COUNTY will compensate LOCAL UNIT for conducting said snow plow operations at a rate of one hundred and fifteen dollars (\$115) per hour of active plowing. COUNTY will not be required to pay for standby time. To receive prompt payment, LOCAL UNIT agrees to submit County of Bergen Direct Vouchers and/or invoice on municipal letterhead within five (5) days after completion of snow plowing of each storm. LOCAL UNIT understands and agrees that COUNTY will not pay vouchers submitted more than thirty days after such storm. COUNTY may audit LOCAL UNIT's records to confirm the information set forth in the Voucher and the payment due to LOCAL UNIT for each storm.
- (5) COUNTY will, during the term of this Agreement, continue to provide LOCAL UNIT with road salt, consistent with past practice, and sufficient to allow LOCAL UNIT to salt COUNTY owned or controlled roads, in the same manner whenever weather conditions are such that LOCAL UNIT salts its own streets.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Agreement in the manner provided by on law, the day and year after written herein.

ATTEST:

COUNTY OF BERGEN


\_\_\_\_\_

By: \_\_\_\_\_

James J. Tedesco, III, County Executive, or  
Thomas J. Duch, Esq., County Counsel/  
County Administrator

ATTEST:

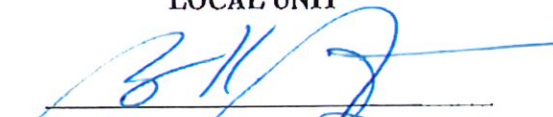
LOCAL UNIT

  
\_\_\_\_\_  
Michael Greco  
Deputy Borough Clerk

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
Brian K. Bernstein  
Mayor

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Conner Strong & Buckelew MEL Underwriting Unit PO Box 99106 Camden, NJ 08101	<b>CONTACT NAME:</b> MEL Underwriting Service Centr
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: MELrequest@connerstrong.com
<b>INSURED</b> Borough of Demarest 118 Serpentine Road Demarest, NJ 07627	<b>INSURER(S) AFFORDING COVERAGE</b>
	INSURER A : Bergen County Municipal JIF
	INSURER B : Municipal Excess Liability JIF
	INSURER C :
	INSURER D :
	INSURER E :

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BER240101-85	01/01/2024	01/01/2025	EACH OCCURRENCE \$400,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BER240101-85	01/01/2024	01/01/25	COMBINED SINGLE LIMIT (Ea accident) \$400,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			MEL01240187	01/01/2024	01/01/2025	EACH OCCURRENCE \$4,600,000 AGGREGATE \$4,600,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BER240101-85	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Property			BER240101-85	01/01/2024	01/01/2025	\$125,000,000
A	Auto Phy Damage			BER240101-85	01/01/2024	01/01/2025	ACV \$2,500 Comp/Col

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: Shared Services Agreement- Snow Plowing**

The Certificate Holder is an Additional Insured on the above-referenced Commercial General Liability and Excess Liability Policies if required by written contract as respect to snow plowing/salting performed on county property and right of way as per shared services agreement.

<b>CERTIFICATE HOLDER</b> County of Bergen One Bergen County Plaza Hackensack, NJ 07601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 