

Resolution of the Demarest Governing Body

Resolution No. 166-26

August 24, 2026

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

**TITLE: AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT
 WITH THE DEMAREST BOARD OF EDUCATION**

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WHEREAS, the Governing body of the Borough and the Board of Education concur that shared services may result in property tax relief and enhanced services for their respective residents; and

WHEREAS, the Board of Education has expressed a need for the 2026-2027 school year for the Borough to continue to provide snow plowing/salting services, vegetative and small equipment mechanical repair services (the "Services") at/for all three Demarest Board of Education schools located within the Borough; and

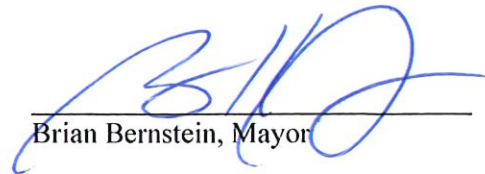
WHEREAS, the Parties seek to enter into the attached Shared Services Agreement wherein the Borough shall provide the Services, and the Board of Education shall accept the Services; and

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 any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-4; and

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Demarest that the Mayor and Borough Clerk are authorized to execute the agreement annexed hereto.

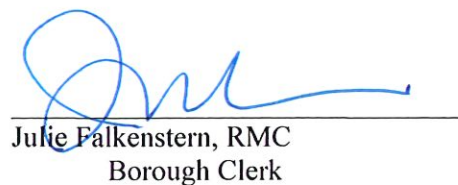
APPROVED:



Brian Bernstein, Mayor

CERTIFICATION

I, Julie Falkenstern, 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 August 24, 2026.



Julie Falkenstern, RMC
Borough Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
DEMAREST AND THE DEMAREST BOARD OF EDUCATION FOR
SNOW PLOWING/SALTING, LEAF, GRASS AND VEGETATIVE WASTE
COLLECTION AND SMALL EQUIPMENT MECHANICAL REPAIR
SERVICES**

THIS AGREEMENT made this _____ day of _____ 2026, by and between:

The Borough of Demarest, a body politic and corporate of the State of New Jersey, with municipal offices at 118 Serpentine Road, Demarest, New Jersey 07627 (the "Borough"), and the Demarest Board of Education (the "Board of Education"), a body politic and corporate of the State of New Jersey, with offices at 568 Piermont Road, Demarest, New Jersey 07627 (collectively, the "Parties")

WITNESSETH:

WHEREAS, the governing body of the Borough and the Board of Education concur that shared services may result in property tax relief and enhanced services for their respective residents; and

WHEREAS, the Board of Education is currently seeking snow plowing/salting services, vegetative and solid waste collection and recycling and small equipment mechanical repair services (the "Services") at/for all three Demarest Board of Education schools located within the Borough to be performed by the Borough; and

WHEREAS, the Parties seek to enter into this Shared Services Agreement wherein the Borough shall provide the Services and the Board of Education shall accept the 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 tax payers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-4; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the Borough and Board of Education have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits.

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, the Borough and the Board of Education agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

I. DEFINITIONS.

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

- A. "Effective Date" means the date identified in this Agreement which reflects the date on which the last party to this Agreement executed this Agreement, following the adoption of resolutions by both municipalities authorizing entry into this Agreement.
- B. "Law" means any statute, regulation, executive order, procurement policy or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.
- C. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between the Board of Education and the Borough as provided under N.J.S.A. 40A:65-1 et seq.

II. TERM.

The term of this Agreement shall commence upon execution by both parties and shall continue the 2026-2027 school year, terminating June 30, 2027 unless terminated sooner as provided in this Agreement.

III. SERVICES AND COMPENSATION

- A. The Borough shall provide:
 - (i) salting/snow plowing services of parking lots only, excluding any sidewalks, walkways/pathways, at all three (3) Board of Education schools. The Borough shall purchase salt as needed and provide an invoice to the Board of Education for its share of the salt.
 - (ii) mechanical repair and replacement service for small equipment when such service is within the capability of the Borough, as determined by the Borough;
 - (iii) leaf, grass and vegetative waste collection at all three (3) Board of Education schools, provided waste is placed at curbs of Borough streets. The Borough further agrees to comply with all state, federal and local rules and regulations with respect to the manner, means, and lawful storage and disposal of leaves; and
- B. The Board of Education agrees:
 - (i) to pay the Borough an hourly rate of \$75.00 for any and all labor costs associated with the repair of small equipment by Borough employees. The Board of Education shall also pay for any replacement equipment, unless such repair or replacement is due to the negligent act or omission of the Borough's employees or agents. The Borough shall receive the permission of the Board of Education prior to any work being performed by a third party. ;
 - (ii) To provide the Borough the right of first refusal for the use of any Board of

Education school auditorium, gym and fields for use by the Borough for any Borough sponsored recreation/Demarest Athletic Association programs at no charge to the Borough; and

- (iii) In the event of a purchasing issue for the Borough due to supply issues, the Board of Education agrees to work with the DPW Director to procure salt to ensure that the supply needed for Borough's streets is not depleted. In the event that additional snow plowing is needed due to required clean up of parking lots resulting from actions of school staff, BOE shall be billed at the actual cost of the work to the Borough.

IV. INDEMNITY, HOLD HARMLESS AND RELEASE

The Parties shall indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) to the extent caused by the Parties' negligent, reckless or intentional acts or omissions in the performance of their services and responsibilities under this Agreement.

V. CONTROVERSIES/DISPUTES

In the event of any controversy or dispute between the parties, every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution will be made and an exchange of information between the parties shall be made without the intervention of a third party. In the event that a dispute cannot be settled through direct discussions or negotiations, the parties may request non-binding mediation. Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey, venue in Bergen County

V. NOTICES.

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the Board of Education and/or the Borough, as the case may be, shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to

The Borough of Demarest:

Borough Demarest
118 Serpentine Road
Demarest, New Jersey 07627
Attn: Borough Administrator, Julie Falkenstern and
with a copy to Brian Bernstein, Mayor of Demarest
by email to: mayor@demarestnj.gov

If to the Board of Education:

Demarest Board of Education

568 Piermont Road
Demarest, New Jersey 07627
Attn: Business Administrator, Nicole Sweeney and copy by email
to Joseph Cirillo, Superintendent
cirilloj@nvnet.org

VI. TERMINATION.

Notwithstanding any other term in this Agreement, each Party retains the right, in its sole discretion, to terminate this Agreement at any time upon thirty days' written notice, without further liability to the other.

VII. MISCELLANEOUS.

- A. Authorization. All parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the parties in receipt thereof.

- B. Assignment. No party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void.
- C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing parties will act in a reasonably prudent manner to accommodate the common goals of the parties toward implementation and effectuation of the stated purposes of this Agreement. No party hereto shall be liable for failure to advise another party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of negligence, bad faith or willful concealment of an impact actually known to the party taking the action or omitting to take such action to be substantially adverse to the other parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Benefit/No Third-Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.
- E. Complete Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter hereof. The parties acknowledge and agree that they have not made any representations, except such representations as are specifically set forth herein.
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. Modification. This Agreement may not be modified except in a writing executed by all parties.
- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the Superior Court of New Jersey, Bergen County vicinage. The parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting party.
- I. No Waiver. The failure of a party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall.

not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

- J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

ATTEST:



BOROUGH OF DEMAREST

By:



Brian Bernstein, Mayor

ATTEST:

DEMAREST BOARD OF EDUCATION

By:

Joseph Cirillo, Superintendent