

Resolution of the Demarest Governing Body

Resolution No. 169-26

September 14, 2026

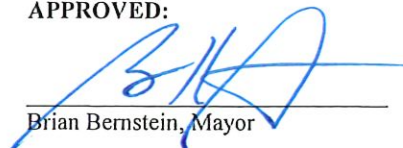
Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski	✓		✓			
Carmeli			✓			
Collins			✓			
Jiang			✓			
Marks			✓			
Reiss		✓	✓			

**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 2026-2028 Snow Plowing Program.

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 September 14, 2026.


Julie Falkenstern, RMC
Borough Clerk

SHARED SERVICES AGREEMENT

BETWEEN
COUNTY OF BERGEN
AND
Demarest

FOR:

THE PROVISION OF SNOWPLOW OPERATIONS AND
SALTING ON COUNTY OWNED OR CONTROLLED ROADS
LOCATED WITHIN DEMAREST (MUNICIPALITY)

BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF OPERATIONS

Approved by County of Bergen Resolution No. 697-26, adopted June 3, 2026

Approved by Municipal Resolution No. _____, adopted _____ 202

DATE: MONTH DATE, 202__

PREPARED BY:

BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076

(201) 336-6950

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

THIS AGREEMENT ("Agreement") made on the 14th day of September 2026 by and between:

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

Borough OF Demarest, a municipal corporation of the State of New Jersey, herein referred to as "MUNICIPALITY."

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

WHEREAS, it is COUNTY's desired plan to enter into this Shared Services Agreement to employ the services of MUNICIPALITY for snowplow operations and salting on COUNTY owned or controlled roads located within MUNICIPALITY for a period of two snow seasons.

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

- (1) MUNICIPALITY agrees that it will furnish the necessary equipment and personnel required to perform snow plowing operations on COUNTY owned or controlled roads located within MUNICIPALITY for the **two (2) winter seasons commencing October 1, 2026 and ending April 30, 2028.**

- (2) MUNICIPALITY, through its Superintendent of Public Works or other designated official, will have complete supervision of snowplow operations. MUNICIPALITY 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. MUNICIPALITY agrees to keep County Snow Control informed of the progress of its snow plowing operations.

- (3) MUNICIPALITY 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. MUNICIPALITY 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 MUNICIPALITY for conducting said snowplow operations at a rate of one hundred and twenty-five dollars (\$125.00) per hour of active plowing for 2027 and at the rate of one hundred and thirty dollars (\$130.00) per hour for 2028 season. COUNTY will not be required to pay for standby time. To receive prompt payment, MUNICIPALITY 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. MUNICIPALITY understands and agrees that COUNTY will not pay vouchers submitted more than thirty days after such storm. COUNTY may audit MUNICIPALITY's records to confirm the information set forth in the Voucher and the payment due to MUNICIPALITY for each storm.
- (5) COUNTY will, during the term of this Agreement, continue to provide MUNICIPALITY with road salt, consistent with past practice, and sufficient to allow MUNICIPALITY to salt COUNTY owned or controlled roads, in the same manner whenever weather conditions are such that MUNICIPALITY 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:

MUNICIPALITY

_____

By:

_____

Printed:

Mayor Brian Bernstein