

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Northwest Bergen County Utilities Authority COUNTY: Bergen

RECIPIENT: Borough of Dumont COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Monthly inspections and monitoring of the Borough's five wastewater pump stations

EFFECTIVE DATE: September 1, 2014

EXPIRATION DATE: August 31, 2016

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

NBCUA  
RECEIVED

**SHARED SERVICES AGREEMENT**

THIS SHARED SERVICES AGREEMENT, made and entered into this 6<sup>th</sup> day of November 2014 by and among:

The Borough of Dumont, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Borough", and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as NWBCUA.

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 Borough and the NWBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NWBCUA would provide to the Borough, the monthly inspections/monitoring of the Boroughs five (5) wastewater pump stations, and any and all agreed upon repairs, 24 hours a day and 365 days per year potential response time to call-outs and emergencies; and

WHEREAS, the Borough has adopted a Resolution (#190) which authorizes Borough to enter into an agreement with the NWBCUA, for the services of monitoring the Borough's wastewater pump stations and any agreed upon miscellaneous services.

NOW, THEREFORE, this agreement is entered into by the Borough and the NWBCUA for the purpose of defining and specifying the obligations of the parties and Borough and the NWBCUA hereby agree as follows:

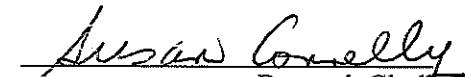
1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both the Borough and the NWBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of two (2) years following the commencement date. The commencement date shall be September 1, 2014.
3. The NWBCUA shall provide the following services to the Borough of Dumont:
  - A. The NWBCUA shall perform monthly monitoring of Borough's five (5) wastewater pump station.

- B. Perform repairs, corrective action and respond to pump station alarms during business hours, **as directed by the Borough**. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
- C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours, **as directed by the Borough**. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NWBCUA approved holidays.
4. In consideration for the services to be rendered by the NWBCUA to the Borough of Dumont, pursuant to Paragraph 3 above the Borough of Dumont shall pay the NWBCUA four (4) equal installments of \$1,250.00 on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year for a total annual compensation of \$5,000.00. The rate of compensation paid by the Borough of Dumont to the NWBCUA for repairs, corrective actions and responses to pump station alarms shall be billed in accordance with the attached proposal and/or as agreed upon by NWBCUA and the Borough of Dumont.
  5. The NWBCUA shall provide the Borough of Dumont with an invoice reflecting all time and work provided by its staff for repairs and response service during the invoiced period. Said invoices shall be paid by the Borough of Dumont within 45 days of receipt.
  6. The parties agree to be bound by this Agreement for a minimum of twenty-four (24) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least six (6) months' written notice to the other party.
  7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
  8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Superintendent of the NWBCUA for the NWBCUA and the Supervisor of the Borough's Public Works Department for the Borough of Dumont. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
  9. The Primary Contact Persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.
  10. The NWBCUA will provide a certificate of insurance designating Borough of Dumont as an additional insured, with the same limits and coverage as the NWBCUA has in place with their current insurance program.
  11. The effective date of this Agreement shall by September 1, 2014 and the expiration date shall be September 1, 2016.
  12. The NWBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
  13. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

Borough of Dumont

  
Borough Clerk

  
Mayor

Date:

ATTEST:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

  
Alison Gordon, Secretary

  
Brian Chewcaskie, Chairman