

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2025-168

A motion was made by Deputy Mayor McEvoy; seconded by Councilwoman McGrath that the following resolution be adopted:

**AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF ROSELAND TO PROVIDE STREET SWEEPING SERVICES**

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* (the "Act"), authorized local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Township of Verona and the Borough of Roseland are desirous to renew a Shared Services agreement to provide Street Sweeping Services; and

WHEREAS, the Township of Verona and the Borough of Roseland have reached an agreement as to the terms and conditions associated with said agreement; and

WHEREAS, it is in the best interest of both municipalities to enter into this Interlocal Services Agreement commencing on January 1, 2025 and terminating December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, State of New Jersey that the Township Manager and Municipal Clerk are hereby authorized to execute a Two-Year Shared Services Agreement to provide Street Sweeping Services to the Borough of Roseland.

BE IT FURTHER RESOLVED that the Municipal Clerk shall transmit a certified copy of this resolution to the Municipal Clerk of the Borough of Roseland.

ROLL CALL:

AYES: McGrath, Roman, McEvoy, Tamburro

NAYS:

ABSENT: Holland

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON JULY 21, 2025.



**JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK**



**INTERLOCAL AGREEMENT
BETWEEN
THE TOWNSHIP OF VERONA
AND THE BOROUGH OF ROSELAND
FOR STREET SWEEPING SERVICES**

THIS AGREEMENT, commencing on this ____ day of _____ 2025, by and between:

TOWNSHIP OF VERONA (hereinafter referred to as "VERONA"), being a Municipal Corporation of the State of New Jersey, with offices at 600 Bloomfield Avenue, Verona, New Jersey 07044 and;

BOROUGH OF ROSELAND, (hereinafter referred to as "ROSELAND"), a Municipal Corporation of the State of New Jersey with offices at 140 Eagle Rock Avenue, Roseland, New Jersey 07068.

WHEREAS, each of the above parties has adopted a Resolution pursuant to the provisions of the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.*, and;

WHEREAS, ROSELAND seeks to utilize the services of VERONA to provide street sweeping services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This contract shall commence upon execution of this agreement for 2025 and terminate on December 31, 2026.
2. VERONA agrees to provide street sweeping services for ROSELAND on a semiannual basis, or more frequently as requested, beginning no earlier than March of each year up to and including the month of November, weather permitting. VERONA shall also be responsible for the removal of all sweeper debris.

3. ROSELAND understands and agrees that VERONA is relying upon the payments due under this agreement for the duration of the terms of the Agreement. ROSELAND agrees that it may not withdraw during the term of this Agreement without the express consent of VERONA.
4. ROSELAND will pay VERONA the sum of Four Thousand Six Hundred Dollars \$4,600 per sweeping rendered in 2025 and Four Thousand Seven Hundred Dollars, \$4,700 per sweeping rendered in 2026. One sweeping shall consist of one complete sweeping of all public roadways (including Borough and excluding County roadways). Additional special complete sweepings of all public roadways (including Borough and excluding County roadways) may be requested by ROSELAND at a rate of Four Thousand Six Hundred Dollars (\$4,600) per sweeping in 2025 and Four Thousand Seven Hundred Dollars (\$4,700) per sweeping rendered in 2026.
5. Additional special "spot" sweepings may be requested by ROSELAND during normal business hours at a rate of One Hundred Sixty Five Dollars (\$165) per hour. After-hours, weekend and holiday "spot" sweepings (before 7:00 a.m. or after 3:00 p.m. weekdays) shall be charged a three (3) hour minimum at a rate of Two Hundred Twenty Five Dollars (\$225) per hour.
6. In the event of any dispute between the parties hereto, the full amount claimed by VERONA shall be paid by ROSELAND. If through subsequent negotiation, arbitration or litigation, the amount shall be determined to be less than the amount actually paid, VERONA shall immediately return the excess money.

7. Each party retains all immunities and defenses from liability granted by law including, but not limited to, those provided by the Tort Claims Act (*N.J.S.A. 59:1-1 et seq.* and those in *N.J.S.A. 52:17C-10.b*).
8. Each party agrees to comply with such statutes, rules, laws and regulations as may be applicable during the term of this Agreement.
9. This Agreement will become effective upon the execution of this Agreement and the adoption of Resolutions under the Interlocal Services Act.
10. This Agreement may be executed in counterpart, the integration of all signature pages constituting the final Agreement hereto.

IN WITNESS WHEREOF, the parties hereto have, through appropriate officials, signed
and sealed this Agreement on the _____ day of _____, 2025.

TOWNSHIP OF VERONA

BOROUGH OF ROSELAND

By: _____
Kevin O'Sullivan
Township Manager

By: _____
James R. Spango,
Mayor

Attest: _____
Jennifer Kiernan,
Township Clerk

Attest: _____
Jock H. Watkins,
Municipal Clerk