



## POLICY STATEMENT AND AGREEMENT FOR MUNICIPAL STREAM CLEARANCE AND MAINTENANCE

As part of its concept of providing shared services to local municipalities, the County of Bergen has, for some years, cooperated with local communities in clearing or dredging non-County waterways which frequently present drainage problems. Heavy equipment, normally not available to local towns, is provided under the supervision of the Mosquito Control Division personnel. This equipment is made available to local towns without charge, but subject to certain requirements to prevent the County and municipality from infringing on the property rights of local homeowners.

The Bergen County Department of Public Works Mosquito Control Division is not responsible or obligated to maintain the waterways within the seventy municipalities of Bergen County. Maintenance and upkeep of the waterways is the property owner's or the municipalities' responsibility. In the past the County has given substantial assistance to the municipalities with their waterways as a courtesy. The County's maintenance assistance was provided at the request of the municipalities solely to prevent areas from producing stagnant water and mosquitoes thus eliminating the need for regular treatments. It is the County of Bergen's policy that if assistance is requested in the desnagging or maintenance of any waterway, that the request must be made by the municipality only. The County cannot respond to residents or property owners along waterways who are seeking assistance and who may have been directed to the County. The municipality must work in conjunction with the County utilizing their resources as well as the County's to provide the assistance. It should also be understood that the municipality has a responsibility to respond to the property owner's complaint of a condition along or in a waterway to determine responsibility prior to contacting the County. The municipalities must assess the project and decide to either undertake or defer the responsibility to the property owner. Only then should the County be notified with a request for assistance from the municipality. Many times municipalities are capable of performing these tasks with their in house resources and do not require any assistance. After receiving a request to assist a municipality the County will promptly respond and evaluate the project to determine if the County has the resources to assist. If assistance can be provided, a discussion will take place between the county and the municipality to pool all resources to address such issues as debris removal from the site, additional manpower, equipment, permission waivers for access, etc. Only when both parties are in agreement to work as a unit using all resources available can the project be addressed.

The County cannot respond to any calls from residents or property owners that have been referred by the municipality or any other public or private groups without first directing the request to the municipality for its review and consideration.

All requests for stream clearance projects and correspondence should be directed to the Division Director of the Bergen County Mosquito Control, Bergen County Department of Public Works who shall be the coordinator of the County's Stream Clearance Program.

Set forth below are those requirements to be met by the municipality before the County will undertake such work.

1. The County shall furnish to the municipality, without cost, except as herein provided, the equipment designated on the attached schedule on a loan basis, and shall provide the personnel required to operate such equipment.

2. The municipality, at its own cost and expense, shall:
  - (a) Before the commencement of the work, furnish a sketch or print form approved by the County Engineer, and showing the exact location and dimensions of the water course, as it is to be after the project has been completed. The sketch shall also show the location and pertinent dimensions of all existing structures adjacent to, over, within and under the stream and such other information as may be required by the County Engineer. The pertinent dimensions should include the normal span of bridge and culverts, and the clear height from the under clearance to the stream bed and to the top of footings. The sketch should also be submitted showing the existing and proposed stream bed, the tops of banks, and all existing structures over, within, and under the stream, including all utility lines. In particular, the elevations of the top and bottom of the footings of all bridges and culverts over the stream and all buildings immediately adjacent to the stream should be shown on the submitted sketch and profile. The sketch should show the property lines of all property adjacent to the stream, with each property identified by block and lot numbers and by the name of the owner.
  - (b) Provide all necessary easements and consents, in writing, for access by the County and the municipality to the stream and along its banks for the performance and completion of work. The properties for which easements are required and have been obtained should be shown on the above sketch by appropriate symbol or other means. All property owners affected should be contacted by local officials and the projects' details explained to them.
  - (c) Furnish such engineering and stream flow data, title information and such other information concerning the project as the County may require.
  - (d) Before or at the commencement of the work, remove all trees, stumps, brush and debris along the edges of the stream to permit access thereto and to provide sufficient open space for the performance of the work.
  - (e) Provide access for equipment to get to start of project and for exit at completion by furnishing all materials needed such as access roads.
  - (f) Provide sufficient line, grade and other stakes required by the approved design.
  - (g) Supervise the work to ensure that the project is being carried out in accordance with the approved design. Designate by name, the person who will be in charge of the project (usually the local engineer or supt. of d.p.w.) and advise them to visit the project daily while work is progressing.
  - (h) Properly remove the excavated material or make such other disposition thereof as may be necessary and in compliance with all laws.
  - (i) Provide men and equipment, if needed to assist the County in completing the project such as, but not limited to, pumps and the fuel to operate them, fencing, silt control, or anything that might be needed to comply with permits.
  - (j) Where vandalism of our equipment is a problem, the municipality shall furnish security.
  - (k) Furnish the County with copies of all necessary permits, as required by other governmental agencies, such as NJ DEP. All fees required shall be paid by the municipality requesting work.
  - (l) Perform such work as may be necessary to prevent the banks of the stream from collapsing or eroding.

(m) Indemnify and save the County harmless from any claim for damages or any other expenses which may arise in connection with project.

3. In the event that any piping or other construction is required in connection with such stream improvement, for which neither the municipality nor the County is specifically responsible such work shall not be performed without the prior authorization and approval by the County Executive and the governing body of the municipality and an agreement is reached concerning the type and extent of the work and the apportionment of the cost. This provision contemplates construction required as a public improvement and not work which constitutes a private benefit for the owners of property adjacent to such stream.
4. It is understood and agreed by the municipality that the obligation to perform the work herein does not inure to the County and that the furnishing of the equipment by the County pursuant to this agreement shall not be construed in any way as an assumption of liability by the County for the future maintenance or any further work in connection therewith.
5. This agreement is conditioned upon the municipality furnishing all the information required herein and meeting of all its obligations under Paragraph 2, and upon the failure of the municipality to furnish such information or meet said obligations, the County shall have the option of declaring this agreement null and void.
6. The municipality shall indemnify and hold harmless the County of Bergen, its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performances of the services provided herein and above, provided such claim, damage, loss or expense is attributable to (or bodily injury, sickness, disease or death or to injury to or destruction of tangible property) (other than the work itself), including loss of use resulting therefrom, the extent caused in whole or in part by negligent acts or omissions of the County of Bergen, anyone directly or indirectly employed by them or anyone for those acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified there-under. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph.

By reading and agreeing to this document, and it being signed by the designated responsible representative, this document will serve as an memorandum of agreement to enter into shared services between the County of Bergen, Department of Public Works, Division of Mosquito Control and (the municipality/agency) \_\_\_\_\_

Signed and dated by \_\_\_\_\_ // \_\_\_\_\_

Print Name \_\_\_\_\_

Position/Title \_\_\_\_\_