

**SHARED SERVICE AGREEMENT FOR THE  
REFUSE REMOVAL FROM BOARD FACILITIES**

BY THIS AGREEMENT, made on this \_\_\_\_\_ day of June, 2017, by and between THE TOWN OF WEST NEW YORK, (“Town”), a municipal corporation of the State of New Jersey, having its principal offices at 428-60<sup>th</sup> Street, West New York, New Jersey; and THE BOARD OF EDUCATION OF THE TOWN OF WEST NEW YORK, (“Board”) a municipal corporation of the State of New Jersey, organized pursuant to N.J.S.A. 18A:1-1 et. seq., having its principal place of offices at 6028 Broadway, West New York, New Jersey it is mutually agreed to as follows:

WHEREAS, The Board requires removal of refuse from its facilities which it owns and/or maintains in and throughout the Town; and

WHEREAS, the Town provides the Board with removal of said refuse; and

WHEREAS, N.J.S.A. 40A:65-4 et seq. allows the Town and the Board to enter into a shared service agreement for a period of one (1) year for the Town to provide the use of Hudson Hall and for the removal of refuse from Board facilities.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. The Town agrees to provide to the Board the removal of refuse from its facilities which it owns and/or maintains in and throughout the Town as required during the term of this Agreement (July 1, 2017 through June 30, 2018) as required.
2. For the period July 1, 2017 through June 30, 2018, the Board shall pay to the Town the sum of \$195,416.00, to be paid on a quarterly basis based upon the fiscal year contingent upon the Town’s issuance of the Board’s approved monthly payment schedule for the Town’s payment of the Local Tax Levy. Any outstanding invoices owed to the Town shall be paid by the next Board meeting following the Board’s receipt of the Local Tax Levy payment by the Town. Such payment shall be for refuse removal from all Board facilities.
3. The Board shall prepare and maintain the facilities pursuant to this Agreement between the parties which commences July 1, 2017 and terminates June 30, 2018.
4. The obligations of this agreement are material to the public anticipated budget revenues and expenditures of each party and neither party to this Agreement shall assign, transfer, its performance without the prior written consent of the other, then and in such event, either party may, at its option, forthwith cancel this Agreement by giving thirty (30) days written notice of same.
5. The failure of either party to insist upon strict performance of provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such performance, but shall be and remain in full force and effect.

- 6. This agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey. In no event shall this Agreement, or any Agreement entered into by either party in furtherance of this Agreement, including any Agreement between the Town and any other party contracting therewith, provide for or permit arbitration of any dispute arising under any condition of this Agreement.
- 7. If any part of this Agreement or application thereof to any person or circumstance shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such Judgment shall not affect, impair, or invalidate the remainder of this Agreement which is hereby declared to be severable. Moreover, to the extent necessary, this Agreement shall be reformed in accordance with the intent of this Agreement so as to permit said Agreement to continue to its expiration.
- 8. Written notices or other communications given under this Agreement shall be by certified mail, returned receipt requested, addressed as follows:

To the Board  
 Dean Austin, Secretary Board of Education  
 6028 Broadway  
 West New York, New Jersey 07093

To the Town  
 Carmela Riccio , Town Clerk  
 428-60<sup>th</sup> Street  
 West New York, New Jersey 07093

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the

day of \_\_\_\_\_, 2017.

Attest: \_\_\_\_\_ Town of West New York

\_\_\_\_\_  
 Carmela Riccio, Town Clerk

\_\_\_\_\_  
 Dr. Felix E. Roque, Mayor

Attest: \_\_\_\_\_ West New York Board of Education

\_\_\_\_\_  
 Dean Austin, Board Secretary

\_\_\_\_\_  
 Adam Parkinson, President