

**INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF RAHWAY AND  
THE RAHWAY BOARD OF EDUCATION FOR THE PROVISION OF GROUNDS  
MAINTENANCE, GARBAGE REMOVAL SERVICES AND RECYCLING SERVICES**

**THIS INTERLOCAL SERVICES AGREEMENT**, made effective as of the 1<sup>st</sup> day of Jan, 2005 (the "Agreement") by and between the City of Rahway, in the County of Union, a municipal corporation in the State of New Jersey with offices located at One City Hall Plaza, Rahway, NJ 07065 (the "City") and the Board of Education of the City of Rahway, a public body corporate and politic with offices located at Kline Place, Rahway, NJ 07065 (the "Board").

**WITNESSETH:**

**WHEREAS**, the City currently provides grounds maintenance, garbage removal services and recycling services for the Board at the public schools; and

**WHEREAS**, the City has the ability to provide such grounds maintenance, garbage removal services and recycling services; and

**WHEREAS**, the Board, in order to create associated cost benefits, have eliminated two (2) maintenance positions, thus demonstrating the need for such grounds maintenance, garbage removal services and recycling services;

**WHEREAS**, the City and the Board have both respectively passed resolutions authorizing an Interlocal Services Agreement for the provision of grounds maintenance, garbage removal services and recycling services; and

**WHEREAS**, the City has proposed, and the Board has agreed, that in consideration for such services, the Board's sole obligation shall be to pay for any tipping costs associated with such garbage removal, and all costs associated with the purchase of any and all materials and equipment as may be reasonably needed, subject to prior approval, for the grounds maintenance of public schools, such grounds maintenance to be described more fully hereinbelow; and

**WHEREAS**, the City and the Board have each duly authorized their respective proper officials to enter into and execute this Interlocal Services Agreement.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I**

**SCOPE**

Section 1.01. Duties of the City The City shall provide the services of properly trained personnel as necessary to aid in carrying out grounds maintenance, garbage removal and recycling services as described herein below:

- (a) lawn, tree and shrubbery maintenance, solely for properties upon which school buildings are situated including, existing athletic fields.
- (b) garbage removal, solely for properties upon which school buildings are situated; and
- (c) recycling services, solely for properties upon which school buildings are situated.

Section 1.02. Garbage Removal The City will be responsible for the collection of Type 10 Municipal Waste and Type 13 Bulky Waste only, and solely for properties upon which school buildings are situated. Any construction debris generated by outside contractors hired by the Board shall be excluded.

Section 1.03. Recycling The City will be responsible for the collection of recyclables solely for properties upon which school buildings are situated and for the collection of the following materials only: mixed paper, cardboard, newspaper, bottle and cans, household batteries and scrap metals.

Section 1.04. Duties of the Board The Board shall be responsible for all tipping fees generated by the collection and disposal of garbage to the disposal facility currently used by the City for this service. The Board shall also have the responsibility for all costs associated with any and all materials and equipment necessary for the grounds maintenance of public schools as described hereinabove.

Section 1.05. Term The term of this Agreement shall be for a period of three (3) years, effective as of Jan. 1, 2006 and ending Dec. 31, 2007, with two (2) renewal periods each for an additional two-year (2) term and subject to either party giving the other ninety (90) days notice of their intention to terminate.

## ARTICLE II

### MISCELLANEOUS

Section 2.01. Modifications The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 2.02. Headlines Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 2.03. Governing Law This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or of the place or places of performance.

Section 2.04. Severability In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.05. Execution of Counterparts This Agreement may be executed in any number of counterparts each of which shall be executed by the City and the Board and all of which shall be regarded for all purposes as one original, and shall constitute and be but one and the same.

IN WITNESS WHEREOF, the City and the Board have caused their respective corporate seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST:

THE CITY OF RAHWAY

By: *Heather Dalesandris*  
~~Jean D. Kuc~~, City Clerk Acting  
Heather Dalesandris

By: *James J. Kennedy*  
James J. Kennedy, Mayor

[SEAL]

ATTEST:

BOARD OF EDUCATION OF THE  
CITY OF RAHWAY

By: *Frank R. Buglione*  
Frank R. Buglione, Board Secretary

By: *William Petrino*  
William Petrino, Superintendent of Schools

[SEAL]

Date: 12/21/04

**IX. Old Business:**

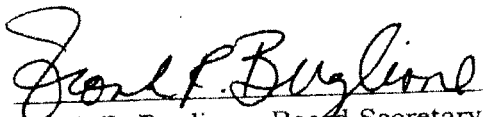
**X. Public Comment - New Business :**

Members of the public desiring to make public comment on any **NEW BUSINESS** item ONLY must register in advance of the meeting by writing to the Board Secretary, PO Box 42, Rahway, NJ 07065, stating the topic(s) they wish to address and previous attempts to address the item(s) with the school administration or signing in a log to be provided by the Board Secretary at each meeting. Individual log entries must include a listing of the item(s) to be addressed and previous attempts to address the item(s) with school administration. Those desiring to speak out, having completed the log, will be called forward by the Board President. Please begin your comments by stating your name, address, telephone number, and, writing same in the log provided. (The total time allotted for public comment will be determined by the Board President. Individuals are invited to speak on one topic at a time, and no individual will speak more than once, until all individuals so desiring have spoken once.) The public is reminded that by board by-law, comments are limited to three minutes on one item at a time.

**XI. New Business:**

- A. Motion to approve Supreme Conditioning Systems Inc., Hazlet, NJ, to provide preventive maintenance on the Pneumatic Heating Controls for the 2004-05 school year per their low quote of \$10,240.00.
  
- B. Motion to approve the revised Interlocal Services Agreement By and Between the City of Rahway and the Rahway Board of Education for the provision of Grounds Maintenance, Garbage Removal Services and Recycling Services for a period of three years effective January 1, 2005 through December 31, 2007.

**Motion XI. B.** *I hereby certify that this is a true copy of the motion of the Regular Meeting of the Rahway Board of Education which was held and passed on December 21, 2004.*

  
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Frank R. Buglione, Board Secretary