

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2025 between the TOWNSHIP OF UNION ("Township") a municipal corporation of the State of New Jersey and the TOWNSHIP OF UNION BOARD OF EDUCATION ("Board") a political subdivision of the State of New Jersey desire to enter into an agreement to provide for shared services pursuant to the Uniform Shared Services and Consolidation Act (NJSA 40A:65-1et seq)

WHEREAS, Township has a contract in place with Regional Industry Services that has an option to continue to provide for the collection, haulage and solid waste disposal for the Board's schools and Administration building through February 2031; and

WHEREAS, The Township and the Board have deemed it in their best interest to enter into an Agreement, pursuant to the Uniform Shared Services and Consolidation Act (NJSA 40A:65-4et seq), for the Township to exercise the option in its contract with Regional Industry Services for the collection, haulage and disposal of solid waste for the Board's schools and Administration building; and

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

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

1. **Purpose:** To continue the collection, haulage and disposal of solid waste for the Board's schools and Administration building.
2. **Legal Authority:** The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. permits such Shared Services. The governing bodies of the Township and the Board have determined that it is in the mutual best interest for the Township to exercise the option in its contract with Regional Industry Services for the collection, haulage and disposal of solid waste for the Board's schools and Administration building, and in return, for the Board to reimburse the Township as set forth below.
3. **Term:** This Agreement shall commence on execution and terminate February 28, 2031. However either party may terminate this Agreement for any reason on ninety (90) days written notice to the other party following the adoption of a Resolution by the governing body of the party terminating this Agreement authorizing the termination. In the event that either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within

thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement.

4. **Payment:** The Board shall reimburse the Township \$250,000 per year, payable in equal installments monthly installments of \$20,833.33 for such collection, haulage and disposal of solid waste for the Board's schools and Administration building; and
5. **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.
6. **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.
7. **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.
8. **Execution of Counterparts:** This Agreement may be executed in any number of counterparts each of which shall be executed by the Township 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.
9. **Contact Person:** Township and the Board each agree to appoint a Contact Person who shall be authorized to requisition services on behalf of their respective entities. The designated Contact Person (s) shall also be authorized to agree on and maintain a ledger of services provided by each entity so that a running balance can be maintained.
10. **Other Agreements:** The Township and the Board reserve the right to enter into any contact with other public or private entities for the performance of any service which may be included within the scope of the services provided in this agreement.

Township Of Union
1976 Morris Avenue
Union, New Jersey 07083

IN WITNESS WHEREOF, the Township of Union and the Board of Education have authorized the execution of this document by duly adopted resolutions that empower the individuals named below to execute same.

ATTEST:

TOWNSHIP OF UNION

By: _____
Eileen Birch Township Clerk

By: _____
James Bowser, Jr., Mayor

[SEAL]

Date:

ATTEST:

**TOWNSHIP OF UNION BOARD OF
EDUCATION**

By: _____

By: _____

[SEAL]

Date: