

AGREEMENT

This Agreement made as of the ____ day of August 2019, by and between **Village of Hastings-on-Hudson** having offices at **7 Maple Avenue, Hastings-on-Hudson, NY 10706** (hereinafter “Village”) and the Hastings-on-Hudson Union Free School District, having offices at 27 Farragut Avenue, Hastings-on-Hudson, New York 10706 (hereinafter “School District”).

WITNESSETH:

1. Services. The School District and the Village hereby agree that the Village will provide **Refuse removal and recycling services** to the School District. Such services shall consist of refuse and/or recycling pickup, five days a week, Monday through Friday mornings, at each of the Hillside School and the Farragut Complex. The parties may agree to a reduced schedule during summer or vacation periods as deemed appropriate. The School District shall be responsible for providing dumpsters at both locations.

2. Compensation. **The School District shall pay the Village as follows: \$18,981 annually or \$1,581.75 per month.** Unless otherwise agreed, payment shall be made monthly within thirty days after delivery of services and receipt by the School District of claim forms for services rendered during the preceding month.

The above compensation is inclusive of all of Village’s expenses, including, without limitation, for such things as travel, copying expenses, postage and telephone.

3. Duration. This Agreement shall be in full force and effect commencing on **August 1, 2019 and terminating on July 31, 2020. This contract shall be renewed annually with the addition of the CPI increase, unless either party provides notice to the other at least 30 days prior to the termination that it does not wish to renew. Tipping fees shall be revisited in July 2020.**

4. Principal Contact Person. The School District’s principal contact person shall be **Joseph Martorana, Director of Facilities**, and all correspondence, reports and inquiries

regarding this Agreement shall be directed to that person, the Village's principal contact person shall be **Mary Beth Murphy, Village Manager.**

5. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon such termination, Village shall be paid for all work performed in accordance with this Agreement through the date of termination. It shall not be entitled to any additional payments, whether on account of lost profits or otherwise.

6. Insurance. Village shall maintain, in full force and effect, during all times this Agreement is in force, the following types of insurance in the following amounts. **General Liability \$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates.**

7. No Assignment. Village may not assign this Agreement or subcontract any portion of the services set forth herein, without the prior written consent of the School District, which consent may be withheld for any reason whatsoever or for no reason.

8. Cooperation in the Event of Litigation. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the School District or the Village, each party shall, at its own cost and expense, provide the the other with all reasonable information and assistance in the defense or other disposition thereof.

9. Compliance with Laws. The Village and the School District shall comply, each at its own cost and expense, with the provisions of all Federal, State, County and municipal laws, ordinances, regulations and orders pertaining to the performance and provision of the services provided by the Village pursuant to this Agreement.

10. Notices. Any and all notices, demands or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested to the address set forth above. If such notice, demand or

other communication is served personally, it shall be effective immediately. If such notice, demand or other communication is given by mail, the same shall be effective when received, but in any event, it shall be effective no later than five (5) days after deposit in the United States mail addressed to the party to whom such notice, demand or other communication is to be given, at the address set forth above. Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.

12. Entire Understanding. This Agreement constitutes the entire understanding and agreement between the parties and any and all prior agreements, understandings and representations are merged herein and are of no further force and effect.

13. Governing Law. This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Village of Hastings on Hudson

HASTINGS-ON-HUDSON UFSD

Mary Beth Murphy
Village Manager

Doug Sundheim
President, Board of Education

Federal ID Number

Date

Date