

**REFUSE REMOVAL AGREEMENT
BETWEEN
VILLAGE OF GOSHEN
AND THE
GOSHEN CENTRAL SCHOOL DISTRICT**

THIS AGREEMENT made March____, 2013 by and between the VILLAGE OF GOSHEN, with an office for doing business at 276 Main Street, Goshen, New York (hereinafter referred to as the "VILLAGE") and THE GOSHEN CENTRAL SCHOOL DISTRICT, with an office for doing business at 227 Main Street, Goshen, New York (hereinafter referred to as the "SCHOOL DISTRICT").

WHEREAS, the Village, through its Department of Public Works, has collected garbage and refuse from residential establishments within its municipal boundaries; and

WHEREAS, the School District desires to have the Village pick up garbage and refuse from its school facilities; and

WHEREAS, the parties hereto have arrived at an agreement concerning the terms and conditions under which the Village will pick up the garbage and refuse from the School District;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and for the good and valuable consideration the Village and School District agree as follows:

1. Term: The Village agrees to pick up garbage and refuse three times per week, according to the Village's Department of Public Works schedule for a period three years, effective July 1, 2013.

2. Cost: The fee for this pick up will be \$39,500 for the first year per annum; \$40,000 for the second year per annum; and \$40,500 for the third year per annum. The aforementioned shall be paid quarterly in advance.

3. Tipping Costs: It is understood and agreed that the fee for this service is predicated upon tipping fees at Orange County Transfer Station or Northern Recycling (Waste Management) being \$80.00 per ton. If the tipping fee incurred by the Village should increase by more than 5% during the term of this Agreement, the fee for pick-up set forth in paragraph 2 above shall be adjusted upward by an amount equal to the increased tipping fee charged to the Village.

4. Dumpsters:The School District shall furnish, at its sole cost and expense, dumpsters compatible with the Village's refuse pick up equipment and the Village shall have no responsibility for furnishing the dumpsters or maintaining them.

5. School District Employee: The School District shall have one of its employees available at 7:00 am three days per week to assist the Village personnel in retrieving the garbage. This employee shall be available three days per week at the same time and place determined in advance by and between the School District and the Village.

6. Insurance: The School District shall maintain all statutory insurance for this employee including workman's compensation insurance and shall maintain liability insurance from its existing carrier naming the Village as an additional insured in the sum of at least \$1,000,000.

7. Type of Refuse: No Toxic Substances, Etc.: It is understood and agreed that the School District shall only deposit in its dumpsters garbage and refuse that has been generated from school business and appropriate for dumping at Orange County Transfer Station or Northern Recycling (Waste Management). The School District shall not in any way include within its garbage toxic wastes, toxic materials, medical wastes, needles, chemicals, paints, insecticides, or other harmful or obnoxious substances which are not permitted in the landfill. School District's employees' private garbage shall not be included in the pick up.

8. Renewal: It is understood and agreed that the parties hereto may elect to renew this agreement beyond its current terms. In that event the Village and School District shall agree upon the yearly cost for said pick up and shall in addition include all the terms of this agreement in any future contract including but not limited to the School District's obligation to assume any increase in tipping fees throughout the term of this agreement.

9. Interpretation: This agreement shall be construed and interpreted pursuant to the laws of the State of New York.

10. Binding Effect: This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

11. Modification: This agreement may not be changed or modified except in writing.

VILLAGE OF GOSHEN

BY: _____
Kyle Roddey, Mayor

DATE: _____

GOSHEN CENTRAL SCHOOL DISTRICT

BY: _____
Daniel T. Connor, Superintendent

DATE: _____