

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: BOROUGH OF PARAMUS COUNTY: BERGEN

RECIPIENT: BOROUGH OF ORADELL COUNTY: BERGEN

**BRIEF DESCRIPTION OF SERVICE:**

LEAF GRINDING

EFFECTIVE DATE: OCTOBER 1, 2015

EXPIRATION DATE: SEPTEMBER 30, 2016

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \_\_\_\_\_

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICE AGREEMENT BETWEEN THE  
BOROUGH OF PARAMUS AND THE  
BOROUGH OF ORADELL FOR LEAF GRINDING**

THIS AGREEMENT IS ENTERED INTO THIS 21 DAY OF September, 2015;

**BETWEEN: THE BOROUGH OF PARAMUS**  
A Municipal Corporation of the State of New Jersey with an office at  
1 Jockish Square, Paramus, New Jersey

And:

**THE BOROUGH OF ORADELL**  
A Municipal Corporation of the State of New Jersey with an office at 355  
Kinderkamack Road, Oradell, Oradell, New Jersey

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, authorizes local units of the State of New Jersey to enter into agreements with other local unit to provide or receive any service that each local unit in the participating in the Agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, the Borough of Oradell (hereafter also referred to as "Oradell") is in need of leaf and brush grinding services; and

**WHEREAS**, in the past Oradell has privately contracted for leaf and brush grinding services (hereinafter referred to as "Services"); and

**WHEREAS**, the Borough of Paramus (hereafter also referred to as "Paramus") currently provides leaf and brush grinding services; and

**WHEREAS**, Paramus has offered to provide the Services to Oradell; and

**WHEREAS**, Oradell has determined that it would achieve substantial cost savings by contracting with Paramus to provide the Services; and

**WHEREAS**, the Parties have negotiated an Agreement for the Services; and

**WHEREAS**, the terms and conditions of this undertaking are set below; and

**WHEREAS**, Oradell and Paramus in an effort to more economically and efficiently provide governmental services, the governing bodies have each duly authorized their proper officials to enter into and execute this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereafter set forth, it is agreed as follows:

1. Oradell shall deliver to Paramus' Jerome Avenue facility leaf and brush material to be ground ("ground material"). Oradell may deliver the material Monday through Friday during regular business hours. Oradell is responsible for tracking the number of cubic yards of material that it delivers to Paramus.
2. Paramus shall grind the material delivered by Oradell at the cost of Seventy-Five Dollars (\$75.00) per hour. Paramus estimates that it takes approximately 1-2 hours to ground 100 cubic yards of material. Based on an estimated leaf material collection of 8,000 cubic yards the estimated cost to Oradell for the Services is between Six Thousand (\$6,000) and Nine Thousand Dollars (\$9,000).
3. Oradell must remove the ground material in a timely manner. Oradell may take back as much of the ground material to use a mulch as it needs. All remaining ground material must be removed by Oradell's disposal contractor in a timely manner. Paramus shall provide Oradell's disposal contractor access to the ground material Monday through Friday during regular business hours.
4. Paramus shall invoice Oradell on a monthly basis for the grinding services provided.
5. Oradell shall render payment within 30 days of receiving the invoice from Paramus.
6. Any dispute arising from an alleged breach of this agreement shall first attempt to be resolved through non-binding mediation to be conducted by a mediation mutually agreed to by the Parties. In the event that such mediation is unsuccessful any litigation arising from this Agreement shall be venued in the Superior Court of New Jersey, Bergen County Vicinage.
7. Pursuant to N.J.S.A. 40A:65-7(g) the Parties agree that in the event of any dispute as to the amount to be paid, the full amount to be paid as provided by Paragraph 2 above shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then Paramus shall forthwith repay the excess to Oradell.
8. This Agreement shall be effective commencing October 1, 2015 and shall expire on September 30, 2016. However, either Party has the right to 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 entity 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.

9. The Parties can mutually agree to exercise two (2) one (1) year options maintaining the same terms and conditions during the option years as during the initial term. The Parties must give notice to the other of the intent to exercise the option years by July 31, 2016 and July 31, 2017 respectively.
10. The Parties are permitted and authorized under the laws of the State of New Jersey to provide and receive the Services defined above.
11. This Agreement shall be filed with the Department of Community Affairs as per N.J.S.A. 40A:65-4(b).

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this 13 day of Oct, 2015.

ATTEST:

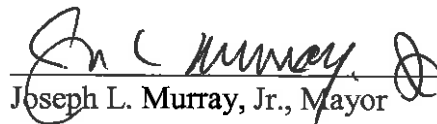
**BOROUGH OF PARAMUS**

  
\_\_\_\_\_  
Annemarie Krusznis, Borough Clerk

By:   
\_\_\_\_\_  
Richard LaBarbiera, Mayor

**BOROUGH OF ORADELL**

  
\_\_\_\_\_  
Laura Graham, Borough Clerk

  
\_\_\_\_\_  
Joseph L. Murray, Jr., Mayor



**BOROUGH OF PARAMUS**  
**County of Bergen**  
**State of New Jersey**

**RESOLUTION NO. 15-10-670**

**Dated: October 13, 2015**

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on October 13, 2015.

**A RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO SIGN A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF ORADELL AND THE BOROUGH OF PARAMUS FOR LEAF GRINDING SERVICES**

**WHEREAS**, the Mayor and Council of the Borough of Paramus desire to implement a shared services agreement between the Borough and the Borough of Oradell for Leaf Grinding Services.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Borough of Paramus does hereby authorize the Mayor and Borough Clerk to sign the attached shared services agreement between the Borough and the Borough of Oradell.

I hereby certify that this is a true and exact copy of resolution adopted by the Mayor and Council of the Borough of Paramus on the 13<sup>th</sup> day of October, 2015

  
\_\_\_\_\_  
**Annemarie Kruszni, RMC**  
**Borough Clerk**

**Motion: Councilman Verile**

**Second: Councilwoman Warburton**

**Ayes:**

**Councilman Sullivan**

**Councilman Verile**

**Councilwoman Warburton**

**Councilwoman Weber:**

**Nays:**

**Abstain:**

**Absent:**

**Councilwoman Bellinger**

**Councilman Garcia**