

TOWNSHIP OF LUMBERTON

RESOLUTION 2015-02-057

**A RESOLUTION AUTHORIZING EXECUTION OF A MUNICIPAL SERVICES
REIMBURSEMENT AGREEMENT BETWEEN THE TOWNSHIP OF
LUMBERTON AND THE SUNNYBROOK HOMEOWNERS ASSOCIATION,
INC. FOR THE YEAR 2012**

WHEREAS, pursuant to the New Jersey Municipal Services law, N.J.S.A. 40:67-23.2, et. Seq., as amended by public law 1993, c.6, the township is obligated to either reimburse qualified private communities or provide the same specified services; and

WHEREAS, the Township of Lumberton and, The Sunnybrook Homeowners Association, Inc. have reached an agreement as to reimbursement for specified services during the year 2012 for the amount of \$6,156.81 and

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Lumberton, County of Burlington, State of New Jersey, that the Mayor and Municipal Clerk execute the Municipal Services Reimbursement Agreement between the Township of Lumberton and, The Sunnybrook Homeowners Association, Inc. for the year 2012

Adopted February 24, 2015


Stephanie Yurko, RMC, Municipal Clerk

2012 REIMBURSEMENT ANALYSIS - SUNNYBROOK

SNOW REMOVAL

	A	B	C	D	E
Reimbursement Year	No. of Miles	Requested Snow Removal Reimbursement	Lumberton Twp Avg Snow Removal Mile	Twp calculated Removal Reimbursement Cost Col. A x Col. C	Approved Reimbursement Amount (Lesser of Col. B or Col. D)
2012	1.5	\$0.00	442.75	\$664.12	0

STREET LIGHTING

	A	B	C	D	E
Reimbursement Year	No. of Light Poles	Requested Street Lighting Reimbursement	Lumberton Twp Avg Street Lighting Cost per Home	Twp calculated Lighting Reimbursement Cost Col. A x Col. C	Approved Reimbursement Amount (Lesser of Col. B or Col. D)
2012	12	\$5,472	\$123.00(100W)	1476.00	2994.48
2012	18		\$84.36(50W)	1518.48	

LEAF COLLECTION

	A	B	C	D	E
Reimbursement Year	No. of Homes	Requested Leaf Collection Reimbursement	Lumberton Twp Avg Leaf Collection Cost per Home	Twp calculated Collection Reimbursement Cost Col. A x Col. C	Approved Reimbursement Amount (Lesser of Col. B or Col. D)
2012	240	9,383.00	\$	13.18	3162.33
TOTAL					\$6,156.81

**MUNICIPAL SERVICES REIMBURSEMENT AGREEMENT BETWEEN THE
TOWNSHIP OF LUMBERTON AND SUNNYBROOK HOMEOWNERS
ASSOCIATION FOR THE 2012 LOCAL BUDGET YEAR.**

THIS AGREEMENT is made this 24th day of February, 2015 , by and between the TOWNSHIP OF LUMBERTON municipal corporate body politic, with offices at 35 Municipal Drive, Lumberton, New Jersey 08048 (hereinafter referred to as “Township”), and Sunnybrook Homeowners Association., a non-profit condominium association of the State of New Jersey, with offices in care of Mamco Property Management (hereinafter referred to as “Association”).

Applicable Law. The parties acknowledge and agree that this Agreement is made pursuant to the New Jersey Municipal Services Law, N.J.S.A. 40:67-23.2 et seq. as amended by P.L. 1993, C. 6 (hereinafter the “Municipal Services Law”), which law permits the Township to either: (1) reimburse a qualified private communities (as defined by the municipal services law) located within its boundaries for certain services specified by the municipal services law or (2) provide the same specified services with a qualified private community in the same fashion as the Township provides such services on public roads and streets within its boundaries.

Formula Used to Calculate Costs. For the Budget Year 2012 the Township elects to reimburse the Association for municipal services including snow removal, leaf collection, solid waste collection, and street lighting, rather than providing the services directly to the Association. The Township and the Association agree that the rates and figures that shall be applied to the Association when calculating the amount the Township would have paid to provide municipal services to the Association directly are set forth and attached hereto as Exhibit A and a part hereof.

Request for Reimbursement. The parties acknowledge that the Association has submitted a written request to the Township for reimbursement for the cost of providing specified services governed by the Municipal Services Law (i.e., snow and ice removal, street lighting, and collection of leaves and solid waste) at the conclusion of each Budget Year, and that rates and figures as set forth in Exhibit A represents full satisfaction of the total reimbursement amount due to the Association by the Township pursuant to the Municipal Services Law for the Association’s costs incurred for snow removal, leaf collection, street lighting, and collection of solid waste for the 2012 Budget Year

Payment. The Township shall tender a check to the Association for the applicable amount of \$6,156.81 within sixty (60) days of receipt of this Agreement executed by the Association or as soon thereafter as Council may meet.

Release. The Association hereby releases and gives up all claims that it may have or had against the Township under the Municipal Services Law, N.J.S.A. 40:67-23.2 et seq. for snow removal, leaf collection, and street lighting, including but not limited to those of which, the Association is aware and those not mentioned in this Agreement.

Amendment. This agreement or any provision hereof may not be amended orally and no amendment shall be binding unless the be made in writing and duly executed by all parties with the same formality as this Agreement.

Binding effect. Agreement shall be binding on and/or to the benefits of the parties and their respective legal representatives, successors and assigns.

Entire Agreement. This Agreement and its provision shall merge any prior agreements, if any, of the parties and contains the entire understanding of the parties. The parties agree thereby acknowledge that there are representations, warranties, covenant, or undertakings other than those expressly set forth herein.

Construction. This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. All terms and words used in this Agreement, regardless of the number or gender win which they are used, shall be deemed to include any other number and any other gender as the context may require

Notice. All notices to be given by either party to the other shall be in writing, mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

To the Township:

Chief Financial Officer
Township of Lumberton
35 Municipal Drive
Lumberton, New Jersey 08048

To the Association:

Mamco Property Management
PO Box 668
Mt. Laurel, NJ 08054

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have hereunto set their hands and seals the year and date first written.

For the Township:

Mr. Lew Jackson
Mayor

Dated: _____

For the Association:

Dated: _____