

RESOLUTION NO. 2020 - 343

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING THE EXECUTION
OF A MUNICIPAL SERVICES AGREEMENT
WITH FOUR SEASONS AT MIRAGE
HOMEOWNER'S ASSOCIATION, INC.**

WHEREAS, pursuant to N.J.S.A. 40:67-23.2 et seq., municipalities are required to execute Municipal Services Agreements with qualified private communities for the reimbursement of municipal services such as removal of snow and ice, street lighting, leaf collection, recycling, and garbage collection; and

WHEREAS, Four Seasons at Mirage Homeowner's Association, Inc. is a qualified private community as defined by the Municipal Services Act; and

WHEREAS, the Township finds it necessary and appropriate to execute a Municipal Services Agreement with Four Seasons at Mirage Homeowner's Association, Inc.; and

WHEREAS, the Municipal Services Agreement is attached hereto and is on file in the office of the Township clerk and can be viewed during normal business hours; and

WHEREAS, the Township Committee finds it necessary and appropriate to execute the Municipal Services Agreement.

NOW, THEREFORE, BE IT RESOLVED on this 1st day of December, 2020 by the Township Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby authorizes the execution of the Municipal Services Agreement with Four Seasons at Mirage Homeowner's Association, Inc. pursuant to N.J.S.A. 40:67-23.2 et seq.

DASTI & ASSOCIATES
ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08753

2. The Township authorizes the Mayor, Township Administrator, and/or Township Clerk to execute any documents implementing the intent of this Resolution.

3. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

- (a) John J. Novak, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Michele C. Price, Community Manager, Four Seasons at Mirage
- (e) Hubert C. Cutolo, Esq. Attorney for Four Seasons at Mirage
- (f) Christopher J. Dasti, Esq.

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on December 1, 2020, a quorum being present and voting in the majority.


Michele Rivers, Township Clerk

Prepared by:
DASTI & ASSOCIATES

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**QUALIFIED PRIVATE COMMUNITY MUNICIPAL SERVICES AGREEMENT
PURSUANT TO N.J.S.A. 40:67-23.2, et seq.**

THIS AGREEMENT, made this 1st day of December, 2020, by and between Barnegat Township, a body politic and Municipal Corporation of the State of New Jersey, having an address at 900 West Bay Avenue, Barnegat Township, New Jersey (the "Township") and Four Seasons at Mirage Homeowners Association, Inc., A New Jersey Corporation (the "Association"), having an address c/o Taylor Property Management, 1090 King George Road, Suite 301, Edison, New Jersey 08837.

WITNESSETH

WHEREAS, the Municipal Services Act, N.J.S.A. 40:67-23.2, et seq. (hereinafter "the Act"), and amendments thereto, provides in pertinent part that qualified, private communities as defined in the Act are entitled to receive certain municipal services;

WHEREAS, pursuant to N.J.S.A. 40:67-32.3(a)(1) of the Act, the Township shall provide municipal services to the Association that it provides to all residents of the Township;

WHEREAS, the Act further provides that in lieu of providing such municipal services to the Association, the municipality shall have the obligation to financially reimburse the Association in an amount not to exceed the cost that would be incurred by the municipality in providing said services directly;

WHEREAS, the Association provides roadway snow and ice removal services for the roadways within the Association;

WHEREAS, the Township provides street lighting services for the roadways within the Association;

WHEREAS, the Township has freely agreed to henceforth provide to the Association municipal services, including but not limited to, roadway snow and ice removal services, as more fully described herein below; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **Purpose and Interpretation.** This Agreement is intended to implement N.J.S.A. 40:67-23.2, et seq., as amended. In the event of any subsequent amendment, repeal or other changes made to the statutory provisions, this Agreement shall be amended to conform with the statutory provisions.
2. **Reimbursement for Snow and Ice Removal Service.** The Township shall reimburse the Association for snow and ice removal services that the Association

provides to remove snow and ice from its roadways in the following amounts for each storm:

- 2-4" reimbursement shall be \$5,500.00.
- 4-6" reimbursement shall be \$7,000.00.
- 6-8" reimbursement shall be \$8,000.00.
- For storms in excess of eight inches (8") of snow, the reimbursement shall be on a time and materials basis. The representatives of the Township and the Mirage shall meet within 96 hours following a storm to settle on a sufficient reimbursement amount for storms over eight inches.

The foregoing reimbursements have been determined on a per storm occurrence given the unique characteristics of the roadways of the Association. Reimbursements will be provided only if the Township renders snow and ice removal services to the other residents of the Township.

3. **Reimbursement for Street Lighting Services.** The Township shall provide the Association with street lighting services for the residential streets and not the clubhouse area.
4. **Leaf Collection.** The Township does provide curbside leaf collection service to the residents of Barnegat Township but not to the members of the Association. The Township shall reimburse the Association on an annual basis in an amount equal to the amounts incurred to render services to other residents of the municipality and after the Association submits its invoices for said services.
5. **Recycling Collection.** The Township provides curbside recycling service to the residents of the Association and not the clubhouse.
6. **Bulk Garbage Collection.** The Township provides bulk garbage collection services to the residents of the Association, not the clubhouse.
7. **Term.** This Agreement shall have an initial term of ten (10) years from the date of this Agreement and thereafter shall have annual automatic renewals unless terminated by either party with six (6) months advance notice.
8. **Notices.** All written notices required to be given to a party under this Agreement shall be sent by certified mail, return receipt requested, overnight delivery service, hand delivery or similar method providing a documentary record evidencing the receipt of notice by the party upon which it is served. All notices shall be addressed as follows:

To Association: Michelle C. Price, Community Manager
c/o Taylor Management
Four Seasons at Mirage
1 Esplanade Drive
Barnegat, New Jersey 08005

To Township: Administrator, Barnegat Township
900 West Bay Avenue
Barnegat, New Jersey 08005

9. **Amendment.** This Agreement or any provision hereof may not be amended orally and no amendment shall be binding, enforceable, valid or admissible into evidence in any court action or proceeding unless the same is in writing and duly executed by all parties with the same formality as this Agreement.
10. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors and assigns.
11. **Entire Agreement.** This Agreement and its provisions shall merge any prior agreements, if any, of the parties and contains the entire understanding of the parties. The parties agree to be bound hereby and acknowledge that there are no representatives, warranties, covenants or undertakings other than those expressly set forth herein.

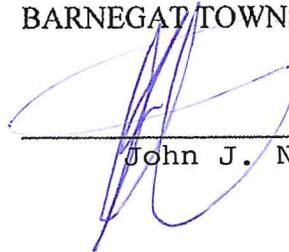
ATTEST:

BARNEGAT TOWNSHIP

BY:


Michele Rivers, Clerk

BY:


John J. Novak, Mayor

ATTESTS:

FOUR SEASONS AT MIRAGE
HOMEOWNERS ASSOCIATION, INC.

BY: 
Arthur Sheiken, Board President

DASTI & ASSOCIATES

Christopher J. Dasti

Joseph C. Falk*
Jeffrey D. Cheney

*Rule 1:40 Mediator

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File No.: GL-568

December 2, 2020

Via Email
Hubert C. Cutolo, Esq.
Cutolo Barros
46-50 Throckmorton Street
Freehold, NJ 07728

**Re: Barnegat Township
Four Seasons at Mirage Municipal Services Agreement Resolution**

Dear Mr. Cutolo:

Enclosed please find Resolution No. 2020-343 adopted by the Township Committee on December 1, 2020 authorizing the execution of the Municipal Services Agreement and the fully executed Municipal Services Agreement.

If you have any questions, please contact me.

Very truly yours,

/s/ Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD: bm
Encl.

cc: Michele Rivers, Township Clerk-w/encl.-via email
Martin Lisella, Township Administrator-w/encl.-via email