RESOLUTION NO. 2021-212

APPROVE MUNICIPAL SERVICES AGREEMENT BETWEEN FLORENCE TOWNSHIP AND CARRIAGE STOP CONDOMINUIM ASSOCIATION PURSUANT TO THE REQUIREMENTS OF N.J.S.A. 40:67-23.5(A)

WHEREAS, in accordance with the New Jersey Municipal Services Act, N.J.S.A. 40:67-23.1 et seq., Florence Township is required to perform certain services on roads and streets in a qualified private community such as the Carriage Stop Condominiums or to reimburse the Condominium Association to the extent required by law, and

WHEREAS, Florence Township and Carriage Stop Condominium Association wish to enter into a written agreement pursuant to the requirements of N.J.S.A. 40:67-23.5(a), which sets forth the terms by which Florence Township will annually reimburse Carriage Stop Condominium Association

NOW, THEREFORE, BE IT RESOLVED, that Florence Township and Carriage Stop Condominium Association mutually agree to enter into a Municipal Services Agreement (Schedule A) in accordance with New Jersey's Municipal Services Act.

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I, NANCY L. ERLSTON, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their December 1, 2021 meeting.

Nancy L. Erlston, RMC
Township Clerk

Note: This resolution approves a Municipal Services Agreement between Florence Township and Carriage Stop Condominiums.

RESOLUTION 2021-212
"SCHEDULE A"

LAW OFFICE
OF
McINERNEY AND SCHMIDT, L.L.C.

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November 11, 2021

Michael Krassan, Esquire
Malamut & Associates, LLC
457 Haddonfield Road, Suite 500
Cherry Hill, NJ 08002

RE: Township of Florence and Carriage Stop Condo. Assoc.
Municipal Services Agreement

Dear Mr. Krassan:

As your records shall reflect, I represent the Board of Directors of the Carriage Stop Condominium Association. In compliance with your instructions, I am enclosing a proposed Municipal Services Agreement for review and consideration for the period January 1, 2022 through December 31, 2024. As I am sure you are aware, the existing Municipal Services Agreement between the parties is due to expire on December 31, 2021. In accordance with the prior agreement, a renewal must be signed by the parties no later than December 1, 2021.

I trust you will review the proposed Municipal Services Agreement with your client and advise of any requested changes without delay so that the parties may sign prior to the December 1, 2021 deadline. In the alternative, please provide written consent of an extension for signing of the Municipal Services Agreement should additional time be necessary for your client's review.

I look forward to hearing from you.

Very truly yours,

Sandford F. Schmidt

SFS/wc
enc.
via e-mail mkrassan@malamutlaw.com and regular mail
cc: Dan-Mar Management Services

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2021 between the TOWNSHIP OF FLORENCE, a municipal corporation organized under the Laws of the State of New Jersey, with its principal office located at 711 Broad Street, Florence, New Jersey 08518 (hereinafter referred to as the "Township"), and the CARRIAGE STOP CONDOMINIUM ASSOCIATION, (hereinafter referred to as the "Association"), represented by Sanford F. Schmidt, Esquire of McInerney and Schmidt, LLC of 710 East Main Street, Suite 2B, Moorestown, New Jersey 08057;

WHEREAS, the Association is responsible for the administration and management of the common areas and facilities at the residential development known as the Carriage Stop Condominiums, (hereinafter referred to as the "Development"), which is a qualified private community located within the Township of Florence; and

WHEREAS, in accordance with New Jersey's Municipal Services Act, N.J.S.A. 40:67-23.1 et. seq., (hereinafter "the Act"), the Township is required either to perform certain specified services on roads and streets in a qualified private community such as the Development, or to reimburse the Association to the extent required by law for the actual costs incurred by the Association for providing those specified services; and

WHEREAS, the Township and the Association wish to review its written agreement that was previously executed on November 7, 2018, pursuant to the requirements of N.J.S.A. 40:67-23.5(a), which sets forth the terms by which the Township will annually reimburse the Association for the costs of those services, in an amount not to exceed the cost that would be incurred by the Township in providing those services directly;

NOW, THEREFORE, in accordance with the Act, the parties hereby mutually agree as follows:

1. Term of Agreement

This agreement will commence on January 1, 2022 and shall be for a three (3) year term expiring on December 31, 2024. Any renewal or extension of the term of this Agreement must be the subject of a mutual written agreement that is executed by the parties no later than the close of business on December 1, 2024. To the extent that such agreement to renew or extend the term of this Agreement is not reached, and/or is not reached in a timely manner, the term of this Agreement shall expire at midnight on December 31, 2024.

2. Modification of Agreement

This Agreement may only be modified upon the execution of a mutual written agreement of the parties.

3. Scope of Agreement, and services governed

Pursuant to this Agreement, in lieu of providing some or all of the services set forth in this Agreement, the Township will annually reimburse the Development in an amount not to exceed the cost that would be incurred by the Township in providing those services directly. In particular:

a. Street Lighting

The Township will reimburse the Association for the costs of providing street lighting of the roads and streets in the Development, as permitted by the Act, on a quarterly basis, with payment by the Township rendered no more than 45 days following submission of all appropriate bills for street lighting services by the Association. If the Association prefers to bill the Township on a semi-annual or annual basis for street lighting, then the same 45 day time period applies. The Township will continue to reimburse the Association for such street lighting services until such time as the street lighting costs are billed directly to the Township, rather than through the Association.

b. Reimbursement for the Removal of Snow and Ice on Road and Street

The Township will reimburse the Association for the costs that the Association incurs in connection with the removal of snow and ice from the roads and streets in the Development, with payment by the Township rendered on an annual basis no more than 45 days following the submission of all appropriate bills for snow removal services by the Association. The parties agree that the Township will not reimburse the Association for the costs of snow and ice removal that the Association incurs when the Township does not provide snow and ice removal services directly on the streets and roads throughout the rest of Florence Township; in other words, if the Township's snow and ice removal services do not plow snow or remove ice throughout Florence Township on a given date, the Township will not reimburse the Association for the costs that the Association chooses to incur to remove snow and ice on the streets and roads within the Development on that same date.

c. Trash Removal and Recycling Services

The Township shall be responsible for the curbside pickup, removal and disposal of trash in the Development. The Township shall be responsible for ensuring that its trash containers or dumpsters are replaced when worn and unable to function properly. At present, the County of Burlington provides recycling services for the Township and other communities. The Association shall be entitled to receive the same recycling services as all residents in the community. The Township provides for the pickup and recycling of leaves in the community and shall provide the same services for the Association.

4. Accounting by the Development; Refunding of Excess Payment Amounts

As required by the Municipal Services Act at N.J.S.A. 40:60-23(c), the Association shall produce to the Township, an accounting by the Association of the use of the money paid over to it by the Township. The accounting shall be produced to the Township no later than the close of business on January 31 of each calendar year. The Association shall also refund to the Township any payments in excess of the amounts actually expended or contractually committed by the

Association during the accounting period in order to provide the services covered by this Agreement.

5. Discontinuance of Services; Direct Delivery of Services by the Township

Nothing in this Agreement shall be deemed to require the Township to provide, or to continue to provide, any service(s) not provided to the residents at large of the Township of Florence. Should the Township choose to discontinue any particular service(s) now delivered to Township residents, any provision(s) of this Agreement concerning reimbursement for the Association's provision of those services will terminate upon the effective date of discontinuance of said service(s). In the event that any such services are discontinued, the Township will provide the Association with thirty (30) day's written notice of discontinuance. In addition, if the Township chooses to provide the services governed by this Agreement directly to the Association, rather than to reimburse the Association for its costs in providing those services, the terms of this Agreement shall expire upon the effective date of the direct delivery of those services by the Township, and the Township will provide the Association with thirty (30) days' written notice of the delivery of those services.

6. Invalidity of Amendment of Enabling Legislation

Notwithstanding the provisions contained herein, in the event that the Act, as amended from time to time, is declared by a court of competent jurisdiction to be invalid or is repealed by the Legislature, the Township will not be obligated to continue to provide the Association with any of the services that are governed by the Act, nor will the Township be obligated to reimburse the Association for costs incurred by the Association after the effective date of such invalidation or repeal, and this Agreement will become null and void as of that date. In the event that the Act is held by a court of competent jurisdiction to be invalid in part, or if the Act is amended by the Legislature in a manner which increases or reduces the scope of the services and/or the Township's reimbursement obligations that are governed by the Agreement, including any obligation by the Township to reimburse the Association for any costs incurred by the Association on or after the effective date of such court decision or such legislative amendment, the Township's obligation to

provide services or to pay the Association reimbursement for the costs of those services will be increased, or reduced from the amount of future payments due from the Township, or will be voided accordingly.

7. Successors

This Agreement will inure to the benefit of, and be binding upon, the respective successors, representatives, and assigns of the Association, except that any reimbursement due to the Association will be paid to the Association rather than to their grantees, unless the Association expressly gives contrary written instructions to the Township.

8. Notices

Notices relating to this Agreement shall be in writing, mailed to the following addresses, or such different addresses as any party may designate for itself following the service of notice to the others:

For the Township	Nancy L. Erlston, Township Clerk Township of Florence 711 Broad Street Florence, NJ 08518
For the Association	Dan-Mar Management Services 520 Fellowship Road, Suite B-208 Mount Laurel, NJ 08054
Attorney for the Association	Sandford F. Schmidt, Esquire Law Office of McInerney and Schmidt, LLC 710 E. Main Street, Suite 2B Moorestown, NJ 08057

9. Full Consideration

The Township's payment of reimbursement to the Association for the snow and ice removal, street lighting services, recycling, the collection of leaves and trash removal and disposal that are governed by this Agreement constitutes good, adequate and full consideration for the Association's entry into this Agreement.

10. Conflict with the Terms and Requirements of the Municipal Services Act

This Agreement is entered into pursuant to the requirements of the New Jersey Municipal Services Act, N.J.S.A. 40:67-23.5(a). To the extent that this Agreement and/or any of its terms may conflict with the requirements of the New Jersey Municipal Services Act, N.J.S.A 40:67-23.1 et. seq., the requirements of the Municipal Services Act shall govern.

11. Recording of Agreement

This Agreement may be recorded against title to the subject property in the Office of the Burlington County Clerk by the Township or by the Association, at either party's expense.

12. Written Agreement is the Entire Agreement Between the Parties

It is mutually agreed that this Agreement is the entire Agreement between the parties in this matter, and that no oral or other evidence not contained in this written Agreement shall be admissible in order to contradict or to modify the terms of this written Agreement.

IN WITNESS WHEREOF, the parties accept and enter into this Agreement the date and year written above.

ATTEST: **TOWNSHIP OF FLORENCE**

By: _____ By: _____
Nancy L. Erlston, Township Clerk, RMC Craig H. Wilkie, Mayor

ATTEST: **CARRIAGE STOP CONDOMINIM ASSOCIATION**

By: _____ By: _____
, Secretary , President