

RESOLUTION NO. 2016 – 101

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A QUALIFIED PRIVATE COMMUNITY SERVICES AGREEMENT WITH THE INLET POINT HOMEOWNERS ASSOCIATION

WHEREAS, the Municipal Services Act, N.J.S.A. 40:67-23.2 et seq., provides that qualified private communities are entitled to receive certain municipal services or for the reimbursement thereof; and

WHEREAS, the Inlet Point Homeowners Association and the Township desire to enter into an Agreement for the reimbursement for the removal of snow and ice and the collection or disposal of solid waste; and

WHEREAS, the Township Committee wishes to authorize execution of the Qualified Private Community Services Agreement with the Inlet Point Homeowners Association.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

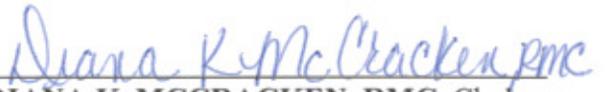
1. That the Mayor is authorized to execute and the Township Clerk to attest to the Qualified Private Community Services Agreement with Inlet Point Homeowners Association attached hereto as Schedule A.
2. That a certified copy of this Resolution shall be forwarded to the Inlet Point Homeowners Association.

Motion to Approve: Kehm Second: Schlick Roll Call:

Gormley	<u>yes</u>
Kehm	<u>yes</u>
Kobryn	<u>yes</u>
Schlick	<u>yes</u>
Stevens	<u>yes</u>

CERTIFICATION

I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor, do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **14th** day of **April, 2016**.


DIANA K. MCCRACKEN, RMC, Clerk
 Township of Little Egg Harbor

**QUALIFIED PRIVATE COMMUNITY SERVICES AGREEMENT
BY AND BETWEEN
THE TOWNSHIP OF LITTLE EGG HARBOR
AND
INLET POINT HOMEOWNERS ASSOCIATION**

THIS AGREEMENT is made on the 14th day of April, 2016, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at the Municipal Building, 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as the "Township") and **INLET POINT HOMEOWNERS ASSOCIATION**, (hereinafter referred to as the "Association"), for and on behalf of the owners therein, having an address of c/o OP Management, LLC, 1 Kathleen Drive, Suite 1, Jackson, NJ 08527.

WHEREAS, N.J.S.A. 40:67-23.2, *et seq.*, requires municipalities to reimburse qualified private communities for certain services or to provide those services to the qualified private communities in the same fashion as the municipality provides those services on public roads and streets; and

WHEREAS, the Association is the property manager of Inlet Point, a qualified private community as defined in N.J.S.A. 40:67-23.2, located at 380 Radio Road, Little Egg Harbor Township, NJ (the "Project"); and

WHEREAS, the services to be reimbursed are the removal of snow and ice and the collection or disposal of solid waste; and

WHEREAS, in lieu of providing said services, N.J.S.A. 40:67-23.5 requires the Township to enter into a written agreement to annually reimburse the Association in an amount not to exceed the cost that would be incurred by the Township in providing such services directly; and

WHEREAS, the Township and the Association desire to enter into an Agreement for the reimbursement for the cost of the above listed services.

NOW, THEREFORE, the Township and the Association agree as follows:

1. Definitions

For purposes of this Agreement, the terms "condominium," "cooperative," "fee simple community," "horizontal property regime" and "qualified private community" shall have the meanings set forth in N.J.S.A. 40:67-23.2, as may be amended from time to time.

2. Statutory Limitations

The parties acknowledge and agree that the Legislature has placed, and may in the future place additional statutory limitations on the Township's obligation to provide or reimburse the Association for the services specified in N.J.S.A. 40:67-23.2. Such statutory limitations as exist on the date of this Agreement, and may hereinafter be enacted, are acknowledged by the parties as effecting the Township's obligations hereunder accordingly.

3. Reimbursement for Removal of Snow and Ice from the Roads and Streets

- A. The Township's obligation to reimburse for snow and ice removal services shall commence upon completion of the following:
- (1) The Association shall provide the Administrator with two copies of the as-built plans of the development on which are indicated the distances along the length of through driving aisles. These plans, (hereinafter "Association Maps"), shall be marked-up by the Administrator to indicate those through driving aisles which the Township will provide reimbursement for plowing in the event of snow, and sand or salt in the event of ice. One copy of the Association Maps will be retained by the Township and the other copy by the Association. (Streets and roads so marked may be hereinafter referred to as "Snow Removal Reimbursement Streets").
- B. The Township shall reimburse the Association (i) for the actual cost of private snow and ice removal along the Snow Removal Streets or (ii) the Township's cost per square yard set forth on Schedule A attached hereto multiplied by the square yards of Snow Removal Reimbursement Streets, whichever is less. The calculation of the Township's cost per square yard is included in Schedule A. The Association accepts the reimbursement rate of the maximum reimbursement for the term of this Agreement as set forth in Schedule A.
- C. Invoices submitted by the Association for the actual cost of private snow and ice removal along Snow Removal Reimbursement Streets shall break out reimbursable costs for through driving aisles from non-reimbursable work, such as, but not limited to, courts, parking lots, sidewalks or curbside parking areas.
- D. The Association shall submit its reimbursement claim, together with supporting invoices as required by Paragraph C above, to the Township Administrator on or before April 15th of each calendar year. Failure to submit a timely claim, together with invoices, which comply with Paragraph C above, shall result in the forfeit of the right to reimbursement for the calendar year.

- E. The Township shall audit and review the claim, as it deems appropriate, and provide payment to the Association on or before July 1st of the calendar year.

4. Reimbursements and Collection of Solid Waste and Recyclable Materials

- A. The Township shall reimburse the Association (i) for the actual cost of the cost to provide the collection of solid waste and recyclable collection to the Project or (ii) the Township's cost to provide those services directly to the Project, whichever is less. The Township's cost to provide such service is set forth in Schedule B. The association accepts the per household reimbursement amount set forth in Schedule B.
- B. The Association shall submit its reimbursement claim, together with supporting invoices as required by Paragraph C above, to the Township Administrator on or before April 15th of each calendar year. Failure to submit a timely claim, together with invoices shall result in the forfeit of the right to reimbursement for the calendar year.
- C. The Township shall audit and review the claim, as it deems appropriate, and provide payment to the Association on or before July 1st of the calendar year.
- D. At the Association's option, the Association shall notify the Township that the Association will purchase 95 gallon automated trash containers for each of the 17 households at the Project pursuant to the price set forth in Chapter 293 of the Township Code. Upon the delivery of said containers, along with recycling containers which are provided free of charge, the Township shall assume the responsibility to collect the solid waste and recyclable materials from the Project.

5. Accounting

- A. As required by N.J.S.A. 40:67-23.5(c), the Association shall provide the Township with an accounting of the use of the money paid to it by the Township. The accounting shall be delivered to the Township Administrator no later than January 31st for the previous calendar year.
- B. At the same time as the accounting is delivered, the Association shall refund to the Township any payments in excess of the amounts actually used or contractually committed to during the previous calendar year.

6. Termination of Services and/or Reimbursements

- A. In the event the Association dedicates to public use and the Township accepts by

ordinance private roads and streets which meet Township specifications for public roads and streets, then any reimbursements for services along said roads and streets shall cease, and the Township shall provide all services covered by this Agreement along said dedicated and accepted roads and streets, together with maintenance and repair services for said dedicated and accepted roads and streets.

(1) The determination as to which private roads and streets are eligible for dedication to public use remains with the Township based upon the recommendation of the Township Engineer as to whether said private roads and streets meet Township specifications for public roads and streets.

(2) The Association acknowledges that dedication and acceptance of any private road or street for public use means that said road or street, upon acceptance of the dedication, is open to all public traffic and the Association may not limit or restrict the use of said roads or streets by any party. The Association further acknowledges that dedication and acceptance of a private road or street as a public road or street also has the effect of authorizing the Little Egg Harbor Township Police Department to enforce all Title 39 provisions on said road or street.

B. It is understood and agreed by the Association that the Township may, in its sole discretion, determine at some future date to alter the decision on providing any, or all of the services listed in N.J.S.A. 40:67-32.2, and all reimbursement obligations shall immediately cease upon the provision of such services by the Township. However, prior to the Township ceasing the provision of services and/or terminating reimbursement, the Township shall provide the Association with sixty (60) days prior written notice pursuant to paragraph 10.

7. Notices

Unless otherwise stated herein to the contrary, all notices shall be served personally or by certified mail, return receipt requested. The addresses for service of notices are:

For the Township of Little Egg Harbor
Business- Administrator
Township of Little Egg Harbor
665 Radio Road
Little Egg Harbor, NJ 08087

For the Association:

Inlet Point Homeowners Association
c/o FP Management, LLC
1 Kathleen Drive, Suite 1
Jackson, NJ 08527

Any change of address shall be promptly forwarded to the other party.

8. Effective Date

This Agreement shall be effective immediately upon execution by both parties.

9. Entire Agreement

This document constitutes the entire Agreement between the parties and the terms and conditions of this Agreement may not be modified at any time except by mutual agreement of the parties in writing, duly signed by their authorized representative.

10. Duration of Agreement

The Agreement to Provide Qualified Private Community Services to the Association shall have a duration until June 30, 2016. Thereafter, the Agreement shall automatically renew for additional one (1) year terms, unless the Township gives a minimum of sixty (60) days notice of its intention not to renew the contract, at which time the parties shall then have the option to renegotiate all of the terms and conditions of the Agreement. No later than June 1, 2016 and continuing thereafter in June 1 of each year this Agreement remains in effect, the Township will notify the Association if Schedules A and/or B will remain in effect for the ensuing year. If either or both of said schedules are being modified, the Township shall include such modified schedule(s) which shall take the place of the schedule(s) in effect at that time.

11. Prior Claims for Reimbursement

- A. Claims for potentially reimbursable costs, which precede the date of this Agreement, must be submitted by the Association within ninety (90) days of the date of this Agreement. Such claims must be fully compliant with the provisions of paragraphs 3 and 4 herein, as appropriate. Failure to submit a fully compliant claim within ninety (90) days shall result in the forfeit of the right to make a claim at any time thereafter. The Township shall determine the eligibility of a fully compliant claim for reimbursement within sixty (60) days of receipt. Payment shall be granted within thirty (30) days of such determination.
- B. Reimbursements to be made pursuant to this Agreement shall be made to the

Association for its reimbursable expenses commencing July 27, 2015 which is the date the Project's Declaration of Covenants, Conditions and Restrictions was recorded in the Ocean County Clerk's Office.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be signed and sealed by their proper corporate officers the day and year first above written.

WITNESS & ATTEST

TOWNSHIP OF LITTLE EGG HARBOR

Deana K. McCracken, EMC
Township Clerk (Seal)

Eugene Kobryn
Mayor

INLET POINT HOMEOWNERS ASSOCIATION

W. Bailey Hall
Secretary (Seal)

[Signature]
President
JEFFREY FEENBACH



YOUR GOALS. OUR MISSION.

Schedule A

September 2, 2015

VIA EMAIL AND REGULAR MAIL

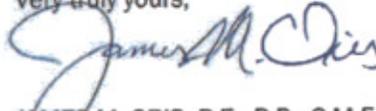
Garrett Loesch, Township Administrator/CFO
Township of Little Egg Harbor
665 Radio Road
Little Egg Harbor, NJ 08087

Re: T&M File No. LEHT-G1501
Snow Removal Reimbursement
Township of Little Egg Harbor, Ocean County, NJ

Dear Mr. Loesch:

Please find enclosed a breakdown of the Township's reimbursement policy for snow and ice removal in private residential communities. All private communities are listed along with the area of roadways and reimbursements costs for each community. If you have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,



JAMES M. ORIS, P.E., P.P., C.M.E.
TOWNSHIP ENGINEER

JMO:JAW:ls
Enclosure

cc: Patrick Donnelly, LEHT Public Works (w/encls.)
Robin La Bue, Esq., Township Attorney (w/encls.)

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**TOWNSHIP OF LITTLE EGG HARBOR
POLICY/PROCEDURE
REIMBURSEMENT OF COSTS FOR SNOW AND ICE CONTROL
IN PRIVATE RESIDENTIAL COMMUNITIES**

1. Authority: Township Committee
2. Effective Date: January 1, 2001
Updated: September 2, 2015
3. Scope: All private residential communities as defined under the Condominium Services Act

The Township Committee recognizes its obligations under the Condominium Services Act, specifically the need to eliminate "double" taxation of residents and taxpayers residing in certain communities. In an effort to eliminate double taxation, the following policy has been established and authorized as the official policy on Reimbursement of Costs for Snow and Ice Control in Private Residential Communities.

PROCEDURES FOR REIMBURSEMENT

1. Each Private Residential Community eligible for reimbursement of snow removal costs under the Condominium Services Act shall submit under their letterhead, to the office of Municipal Administrator, the name, address and phone number of the individual and/or organization who has been designed to approve all reimbursement vouchers. It shall be the responsibility of each private residential community to ensure that the Township, at all times, has accurate up-to-date information.
2. The Administrator or his designee shall on a semi-annual basis, as necessary, prepare a voucher for each community for reimbursement of snow removal costs. Said voucher shall be prepared in accordance with the approved reimbursement formula and forwarded to the party specified by each Community for execution and return. All vouchers shall be returned to: Office of the Municipal Administrator, 665 Radio Road, Little Egg Harbor, New Jersey 08087.
3. The Township, upon receipt of a properly executed voucher, shall forthwith process same for payment in accordance with the Municipal Code of the Township of Little Egg Harbor.

All questions or inquiries should be directed to the Municipal Administrator or his designee at 609-296-7241.

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CRITERIA FOR REIMBURSEMENT

1. Reimbursement for snow removal services shall be authorized only when similar maintenance services are provided by the Township to municipal roadways. If the Township does not provide snow removal services to municipally owned roadways, no reimbursement will be made to any Private Residential Community for any snow removal service contracted. It should be noted that the above limitation "does not" restrict a Private Residential Community's ability to provide snow removal services as may be deemed necessary and appropriate by each community.

For information regarding snow removal services being rendered by the Township on any given date and time a communities designee may contact the Township Administrator at 609-296-7241 or Director of Public Works at 609-296-3600.

COMMUNITIES APPROVED FOR REIMBURSEMENT

- a. East Holly Lane
- b. Tavistock
- c. Driftwood Drive
- d. Tall Timbers
- e. Harbourtown Townshouses
- f. Walnut Estates
- g. Sanctuary
- h. Cranberry Creek
- i. Great Bay Condo Association
- j. Four Seasons at Harbor Bay
- k. Inlet Pointe

FORMULA FOR REIMBURSEMENT

1. SQUARE YARDS PER COMMUNITY APPROVED FOR REIMBURSEMENT

<u>Community</u>	<u>Square Yards*</u>
a. Easy Holly Lane	6,037
b. Tavistock	11,548
c. Driftwood Drive	2,251
d. Tall Timbers	21,534
e. Harbourtown Townhouses	3,429
f. Walnut Estates	5,475
g. Sanctuary	4,699
h. Cranberry Creek	46,136
i. Great Bay Condo Association	1,700
j. Four Seasons at Harbor Bay	60,450

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k. Inlet Pointe	2,380
Total All Communities	165,639

*As of September 2, 2015

2. ESTIMATED COST PER SQUARE YARD TO TOWNSHIP FOR SNOW REMOVAL ON MUNICIPAL ROADWAYS

Estimated cost includes both direct and indirect costs inclusive of salaries, benefits, insurance, maintenance and operation, materials and supplies, capital outlay and depreciation of equipment.

Please note that the Township is not subject to sales tax and therefore, sales tax is not part of the reimbursement calculation.

ESTIMATED COST PER SQUARE YARD*
(0.03)

*See Schedule B

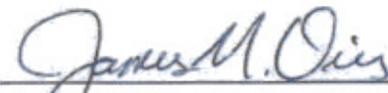
AUTHORIZED PAYMENT TO COMMUNITY FOR EACH APPROVED SERVICE

1. In accordance with the above estimated cost each Private Residential Community shall be entitled to receive the following amount for each approved service for 2015:

<u>Community</u>	<u>Payment Per Service</u>
a. East Holly Lane	\$ 181.11
b. Tavistock	\$ 346.44
c. Driftwood Drive	\$ 67.53
d. Tall Timbers	\$ 646.02
e. Harbourtown Townhouses	\$ 102.87
f. Walnut Estates	\$ 164.25
g. Sanctuary	\$ 140.96
h. Cranberry Creek	\$1,384.08
i. Great Bay Condo Association	\$ 51.00
j. Four Seasons at Harbor Bay	\$1,813.50
k. Inlet Pointe	\$ 71.40
Total All Communities	\$4,969.16

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2. The above-authorized payment shall act as the base for which all future payments shall be calculated upon. Future adjustments shall be based upon the calendar year Municipal Budget Index Rate as set forth by the New Jersey Department of Community Affairs, Division of Local Government Services or as may be otherwise determined by the Township Committee.
3. Payments are contingent upon availability of funds.


James M. Oris, P.E., Township Engineer

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**ESTIMATED COST PER SQUARE YARD TO TOWNSHIP FOR
SNOW REMOVAL ON MUNICIPAL ROADS**

Snow Plowing

	<u>Cost</u>	<u>Rate</u>
• Manpower, including salary, benefits, and insurance ^A	\$53.50	Per Hour
• Maintenance and Operation of Equipment ^B	\$83.50	Per Hour

Sanding and Salting

• Manpower, including salary benefits, and insurance ^A	\$53.50	Per Hour
• Maintenance and Operation of Equipment ^B	\$72.50	Per Hour
• Material ^C	\$76.50	Per Hour
	<u>\$339.50</u>	<u>Per Hour</u>

^A Average FEMA Rate for Foreman and Drivers

^B Allowable FEMA Rate for Vehicle and Attachments

^C Based on 2013-2014 Costs

On average one man with plow truck can plow 1 mile of roadway (26 - 28 feet average width) in one hour.

Therefore: $27' \times 5,280 \div 9 = 15,840$ square yards

Cost Per Hour

$$\frac{1 \text{ Hour}}{15,840 \text{ Square Yards}} \times \frac{\$339.50}{\text{Hour}} = \frac{\$0.0214}{\text{Square Yard}}$$

Use \$0.03 Per Square Yard



| YOUR GOALS. OUR MISSION.

Schedule B

September 2, 2015

VIA EMAIL AND REGULAR MAIL

Garrett Loesch, Township Administrator/CFO
Township of Little Egg Harbor
665 Radio Road
Little Egg Harbor, NJ 08087

Re: T&M File No. LEHT-G1501
Garbage Collection Reimbursement
Township of Little Egg Harbor, Ocean County, NJ

Dear Mr. Loesch:

Please find enclosed a breakdown of the costs incurred by the Township for trash collection, which is \$165.43 per household annually. This is the reimbursement cost per unit for communities with private garbage collection. This breakdown is based on information provided by the Department of Public Works and is subject to change based salary increases, increases in tipping fees, etc. If you have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,


JAMES M. ORIS, P.E., P.P., C.M.E.
TOWNSHIP ENGINEER

JMO:JAW:ls
Enclosure

cc: Patrick Donnelly, LEHT Public Works (w/encls.)
Robin La Bue, Esq., Township Attorney (w/encls.)

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2014 Township Sanitation Costs

Vehicle Cost = \$394,680.00
Labor Cost = \$313,425.84
Fringe Labor Benefits @ 55% = \$172,384.21
Administrative Costs = \$20,000.00

Total Vehicle & Manpower Costs = \$900,490.05
Total households picked up = 10,042

Annual Vehicle and Manpower Costs per Household = \$90.09

Tonnage picked up 2014 (Type 10)= 10,488.88
Tonnage picked up 2014 (Type 13)= 118.77
Total Tonnage picked up 2014= 10,607.65

Total households picked up= 10,042

Annual household tonnage = 1.056

Tipping Fees per Ton (Type 10)= \$71.21
Tipping Fees per Ton (Type 13)= \$81.21

Annual Disposal Costs per Household = \$75.34

Total Annual Costs per Household = \$165.43

# of Workers	Robo-Arm Truck No. 1		Robo-Arm Truck No. 2		Robo-Arm Truck No. 3		Robo-Arm Truck No. 4		Robo-Arm Truck No. 5		Bulk Pickup Truck No. 1		Bulk Pickup Truck No. 2	
	1	1	1	1	1	1	1	1	1	1	3	3	3	3
Worker's Hourly Rate	\$25.04	\$22.32	\$30.82	\$21.93	\$21.93	\$21.93	\$22.32	\$21.93	\$21.93	\$21.93	\$21.93	\$20.80	\$30.82	\$20.80
Hours per Day	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Days per Week	4	4	4	4	4	4	4	4	4	4	4	2	5	5
Weeks per Year	52	52	52	52	52	52	52	52	52	52	52	52	52	52
Labor Hours per Year	1,248	1,248	1,248	1,248	1,248	1,248	1,248	1,248	1,248	1,248	1,248	624	1,560	1,560
Labor Cost per Year	\$31,249.92	\$27,855.36	\$38,463.36	\$27,368.64	\$27,855.36	\$27,368.64	\$27,855.36	\$19,231.68	\$13,684.32	\$12,979.20	\$48,079.20	\$34,210.80	\$32,448.00	
Total Labor Hours 2014	12,792													
Total Labor Costs 2014	\$313,425.84													

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	Robo-Arm Truck No. 1	Robo-Arm Truck No. 2	Robo-Arm Truck No. 3	Robo-Arm Truck No. 4	Container Truck No. 1	Bulk Pickup Truck No. 1
Hours of Operation per Day	6	6	6	6	6	6
Days of Operation per Week	4	4	4	4	2	5
Weeks of Operation per Year	52	52	52	52	52	52
Totals Hours of Operation per Year	1,248	1,248	1,248	1,248	624	1,560
Total Truck Hours per Year	7,176					
Truck Hourly Rate per FEMA (32 CY Garbage Truck)	\$55.00					
Total Vehicle Cost	\$394,680.00					

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