

**TOWNSHIP OF NORTH BRUNSWICK MUNICIPAL SERVICES AGREEMENT
PURSUANT TO N.J.S.A. 40:67-23.2, ET SEQ.**

THIS MUNICIPAL SERVICES AGREEMENT (this “Agreement”) is made this _____ day of _____, 2023, (the “Effective Date”) by and between the **TOWNSHIP OF NORTH BRUNSWICK**, a municipal corporation of the State of New Jersey with offices at 710 Hermann Road, North Brunswick, New Jersey 089020 (hereinafter, the “Township”) and **THE OAKS AT NORTH BRUNSWICK**, a qualified private community as defined under the Municipal Services Act, N.J.S.A. 40:67-23.2, et seq. (the “Act”) and duly established under the laws of the State of New Jersey with offices _____ (hereinafter, the “Association”). The Township and the Association may individually be referred to herein as a “Party,” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, the Act requires municipalities to reimburse “qualified private communities,” as such term is defined thereunder, for certain services or to provide those services to such qualified private communities in the same manner as the municipalities provide those services on public roads and streets; and

WHEREAS, in lieu of providing such municipal services to the Association, the Township has the option of reimbursing the Association in an amount not to exceed the cost the Township would have incurred if the Township had provided the services directly to the Association; and

WHEREAS, the Parties have mutually and freely agreed that the Association, in lieu of being reimbursed for the municipal services, shall accept, and the Township will provide the municipal services contained herein directly to the Association. The Association hereby waives any and all reimbursement for those municipal services delivered by the Township in this Agreement.

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 the provisions of the Act. In the event of any subsequent amendment, repeal or other changes made to the statutory provisions, the Parties acknowledge and agree that this Agreement shall be amended to conform with the applicable statutory provisions.

2. **Definitions.** The following definitions shall apply in this Agreement:

“**Solid Waste**” is a universal term which refers to all nonrecyclable waste produced by private residences, commercial, institutional and industrial establishments and any other properties located within the Township. This item includes all materials whether or not they are collectible under the municipal solid waste collection services program. A full list of all acceptable and excluded items in accordance with Township of North Brunswick Municipal Code, Chapter 184, Solid Waste.

“**Bulk Waste**” shall include large items of waste material such as appliances, furniture, glass (window and door), carpets, padding and cable.

“**Recyclable Materials**” shall include, those items that must be source separated from other solid wastes for recycling and eventual reuse. As used in this Agreement, “recyclable materials” shall refer to newspaper, mixed paper, glass, tin and steel food and beverage containers and aluminum food and beverage containers. A full list of all acceptable and excluded items in accordance with Township of North Brunswick Municipal Code, Chapter 258, Recycling.

3. **Solid Waste, Bulk Waste and Recycling Collection.** The Township shall provide solid waste, bulk waste and recycling collection services to the Association in accordance with any schedule(s) to be established by the Department of Public Works, subject to the terms, conditions and limitations in accordance with Chapter 184, Solid Waste and Chapter 258, Recycling of the “Code of the Township of North Brunswick, New Jersey”. In order to be eligible for municipal solid waste collection services, the Association shall be required to comply with all recycling requirements generally applicable to all other residential properties within the Township. The Association shall be responsible for maintaining the area around the dumpsters.

4. **Insurance.** Upon execution of this Agreement, the Association hereby agrees to provide the Township with a liability insurance certificate and rider in the amount of \$1 million dollars for bodily injury, personal injury and property damage, naming the Township of North Brunswick and its officers, agents, servants and employees as additional insureds, all in connection with services to be provided pursuant to this Agreement.

5. **Insurance Riders.** In accordance with N.J.S.A 40:67-23.4, the Association shall also be required to pay the cost of any insurance riders required by the Township to enable municipal vehicles to operate on private roads and streets within the qualified private community. The Association shall present proof satisfactory to the Township Attorney that the Township has been listed as an additional insured on the liability insurance policies covering the qualified private community.

6. **Indemnification.** It is hereby expressly understood by the Association and all owners thereof that any damage to property by the Township in the implementation of this Agreement shall be the responsibility of the Association unless such damage was explicitly caused by the gross negligence or willful misconduct of the Township, its employees or its agents.

The Association hereby expressly agrees to indemnify and hold the Township, its representatives, consultants, employees and agents harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work on the Association’s property

pursuant to this Agreement, except if such injury or damage is caused by the negligence or willful misconduct by the Township, its representative, consultants, employees and agents.

Indemnification for Third Party Claims - The Association shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Township and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the services to be provided under this Agreement except if such injury or damage is caused by the negligence or willful misconduct by the Township, its representatives, consultants, employees and agents.

7. **Term.** This Agreement shall have an initial term of (10) years which shall commence on the Effective Date of this Agreement and shall expire on the tenth (10th) anniversary of this Agreement, and thereafter shall have annual automatic renewals unless terminated by either Party upon providing written notice to the other Party no less than six (6) months prior to the expiration of the applicable renewal period.

8. **Termination.** In the event the Association fails to abide by the terms and conditions of this Agreement or the requirements of Chapter 184, Solid Waste and Chapter 258, Recycling of the "Code of the Township of North Brunswick, New Jersey", the Township shall be authorized to immediately terminate this Agreement in its discretion. However, prior to any cancellation or termination by the Township, the Association will receive notice in writing to be submitted thirty (30) days in advance of said cancellation. Notice shall be submitted to the Association by and through its officers, managing agent or designated registered agent, or other individual(s), as appropriate.

9. **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: The Oaks at North Brunswick

With a copy to:

Township: Business Administrator
Township of North Brunswick
710 Hermann Road
North Brunswick, New Jersey 08902

With a copy to: Ronald H. Gordon, Esq.
Rainone Coughlin Minchello, LLC
555 U.S. Highway One South, Suite 440
Iselin, New Jersey 08830

10. **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.

11. **Binding Effect.** The Agreement shall be binding on and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

12. **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 to be bound hereby and acknowledge that there are no representatives, warranties, covenants or undertakings other than those expressly set forth herein.

ATTEST:

TOWNSHIP OF NORTH BRUNSWICK

Lisa Russo, Municipal Clerk

Francis Womack, III, Mayor

WITNESS:

THE OAKS AT NORTH BRUNSWICK
CONDOMINIUM ASSOCIATION, INC

By: _____
Title:

Title: _____, Board Director