

Exhibit “A”

**AGREEMENT TO PROVIDE MUNICIPAL SERVICES TO THE
VIZCAYA CONDOMINIUM ASSOCIATION, INC. AND TO
REIMBURSE FOR 2009-2018**

THIS AGREEMENT, entered into this ____ day of _____, 2019, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation organized under the Laws of the State of New Jersey, having its principal office at 66 Main Street, West Orange, New Jersey 07052 (hereinafter referred to as the "Township") and **VIZCAYA CONDOMINIUM ASSOCIATION, INC.**, a not-for-profit corporation of the State of New Jersey, for and on behalf of the unit owners therein, having its principal office location at c/o Integra Management Corporation, 200 Valley Road, Suite 203, Mt. Arlington, New Jersey 07856 (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, N.J.S.A. 40:67-23.2 et seq., as amended (hereinafter referred to as the "Act"), requires every municipality to provide certain services to "qualified private communities" as defined in the Act, or to provide monetary reimbursements for such services, as more specifically described in the Act; and

WHEREAS, the Mayor and Township Council of the Township of West Orange have determined that the Association is a "qualified private community" within the meaning of the Act; and

WHEREAS, the Township of West Orange is willing to provide certain services to the Association, or to reimburse the Association for the costs of same, in accordance with the requirements of the Act and the Township of West Orange Ordinances; and

WHEREAS, the parties wish to enter into an Agreement pursuant to the Act and the Township of West Orange Ordinances which shall establish the terms and conditions governing the same;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE ONE
SCOPE OF AGREEMENT

A. This Agreement shall apply to the Association and all of its property, including, but not limited to, Metzger Drive, Keimel Court and Sichel Court located within the Association's Development.

B. In full satisfaction of reimbursement for municipal services from 2009 through 2018, the Township agrees to pay and the Association agrees to accept the negotiated sum set forth in Article Two herein.

C. For municipal services for 2019 and after, the Township will reimburse the Association for the costs of street lighting, in accordance with the provisions of the Revised General Ordinances of the Township of West Orange, Section 2-71 et seq., for light poles located on roadways within the Association. The reimbursement rate should be based upon the Township's costs in each year for lighting public streets. The total cost shall be computed as the actual cost to the Association of providing electricity for the lighting of its streets and roadways but shall not exceed the cost which the Township would have incurred had it directly provided electricity for that purpose to the Association. The Township will reimburse the Association by no later than May 15 of each year for the street lighting expenses for the prior calendar year ending on December 31 provided the Association submits such necessary documentation (the "Association Documentation") required by the Township no later than February 15 of the following year. If the Association fails to submit the Association Documentation by February 15, the Township shall not be liable for reimbursement ~~the year.~~ for the year. _____ Vizcaya initial _____ Township initial

The total number of street lights within the Association is 67. The Township shall not be responsible for increased street lights unless necessary for health and safety of the Association residents and after written approval from the Township.

D. The Township will cause the 6 fire hydrants within the development to be turned over to NJ American Water and the Township will pay 100% of the costs of maintaining the fire hydrants thereafter.

E. The Township shall provide the following services to the Development in the same manner as to all other residential properties with the Township of West Orange:

- (i) The Township shall reimburse the Association for the Association's costs for removal of snow and ice from its roads and streets consistent with the Township's average costs incurred in the removal of snow and ice from the public roads and streets within its jurisdiction based on the annual costs for the Township divided by the Association's miles of roadways. The Township will provide reasonable documentation to the Association for its snow and ice removal costs to determine its actual costs. The Township will reimburse the Association by no later than May 15 of each year for the snow removal expenses for the prior calendar year ending on December 31. The Association will submit such necessary documentation (the "Association Documentation") required by the Township no later than February 15. It is agreed that the Association has .483 reimbursable road miles. If the Association fails to submit the Association Documentation by February 15, the Township shall not be liable for reimbursement for the preceding year.
- (ii) The Township will provide for the collection of refuse, bulk items and Christmas trees from members of the Association in the same manner as it provides to single-family residences of the Township, in accordance with the provisions of the Revised General Ordinances of the Township of West Orange, Section 17-12 et seq. If the Township declines to provide the service directly to the Association, the Township shall reimburse the Association on a quarterly basis based upon the Township's costs for providing services on public streets. The Association will submit such necessary documentation required by the Township no later than the 20th day following the end of each quarter. Failure to timely provide the necessary documentation will lead to forfeiture for that particular quarter.
- (iii) Collection of recyclable materials from the eligible roads and streets within the Development

in the same manner as for all other residential properties within the Township of West Orange.

- (iv) Collection of garbage in the same manner as for all other residential properties within the Township of West Orange.

ARTICLE TWO
THE TOWNSHIP'S RIGHTS AND OBLIGATIONS

The following terms and conditions shall apply:

(1) **Reimbursement for Snow Removal Costs and Street Lighting for the Budget Years 2009-2018.** The Township shall pay to the Association the sum of **\$56,427.60** payable as additional payments in the amount of \$18,809.20 with the Association's annual reimbursements for 2019, 2020, and 2021.

These payments represent the Township's obligation for reimbursement to the Association as a "qualified private community" pursuant to N.J.S.A. 40:67-23.2 et seq. for the years 2009 through 2018 for snow and ice removal services and electricity for street lights as negotiated between the Township and the Association in full satisfaction of all claims by the Association as to reimbursement for municipal services. The calculation for snow and ice reimbursement is set forth at Schedule A and the calculation for street lighting reimbursement is set forth at Schedule B.

No reimbursement shall be due for those services provided by the Township to the residential properties in the Township for the years 2009 through 2018 consisting of the following:

- (i) Collection of leaves from, and the sweeping of, the eligible roads and streets within the Development on an annual basis; and
- (ii) Collection of recyclable materials from the eligible roads and streets within the Development in the same manner as for all other residential properties within the Township of West Orange;
- (iii) Collection of garbage in the same manner as for all other residential properties within the Township of West Orange.

(2) Accounting by Association. Pursuant to N.J.S.A. 40:67-23.5, the Association shall use those funds paid by the Township to pay for the services that the Township chooses not to provide.

ARTICLE THREE

LIMITATION OF LIABILITY

The Township shall use its best efforts to assure that all obligations hereunder are met in a timely and complete manner. The Township shall not be held liable if the performance of any such obligation to the Association is delayed or withheld because of acts or omissions of the Association or of the State of New Jersey or for any other reasons that are beyond the Township's control.

ARTICLE FOUR

CORPORATE AUTHORITY

Each individual executing this Agreement on behalf of the Association represents and warrants that he is duly authorized to execute this Agreement on behalf of said corporation and on behalf of the Association unit owners in accordance with a duly adopted resolution of the Board of Trustees of said corporation, and that with a duly adopted resolution of the Board of Trustees of said corporation, and that this Agreement is binding upon said corporation and that the Association is authorized to act on behalf of the Association unit owners in accordance with its terms. The Association shall deliver to the Township upon execution of this Agreement, a certified copy of a resolution of the Board of Trustees of said corporation authorizing or ratifying the execution of this Agreement.

ARTICLE FIVE

NOTICES

A. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by hand or by registered mail, return receipt requested, addressed to the party by hand or by registered

mail, return receipt requested, addressed to the party as set forth below, or to such other address as the said party may have specified by notice given in writing to the other party:

For the Township:

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052

With a copy to:

Township Engineer
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Richard D. Trenk, Esq.
McManimon, Scotland, and Baumann, LLC
75 Livingston Avenue, Suite 201
Roseland, NJ 07068

For the Association

Integra Management Corporation
Attention: Amy Lauren
200 Valley Road, Suite 203
Mt. Arlington, New Jersey 07856

With a copy to:

Samuel J. McNulty, Esq.
Hueston McNulty, P.C.
256 Columbia Turnpike, Suite 207
Florham Park, NJ 07932
smcnulty@huestonmcnulty.com

B. Unless it is expressly agreed otherwise, any such written notice or consent shall be deemed to be given when deposited by hand with the party to whom notice is being given, or on the date of rejection indicated on the certified mail return receipt card.

ARTICLE SIX

GENERAL

A. No delay or failure to exercise any right or remedy under this Agreement will operate to limit, preclude, cancel, or waive any further exercise or such right or remedy or the exercise of any other right or remedy.

B. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE SEVEN

INSURANCE AND INDEMNIFICATION

Pursuant to N.J.S.A. 40:67-23.4, the Association shall be required to maintain and timely pay the cost of all insurance riders required to enable Township vehicles to operate on the roads and streets within the Association.

ARTICLE EIGHT

MODIFICATIONS

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 either authorized representatives.

ARTICLE NINE

DURATION OF AGREEMENT

The Agreement to Provide Qualified Private Community Services to the Association shall commence upon execution. Thereafter, the agreement shall be automatically renewable for successive one-year terms, unless the Township gives a minimum of sixty (60) days' notice of its intention not to renew the contract prior to the this Agreement was entered list above, the annual renewal date of said agreement. At which time, the parties shall then have the option to renegotiate all of the terms and conditions of the Agreement.

ARTICLE TEN
ENTIRE AGREEMENT

A. This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previous agreements, understandings and representations between the parties.

B. In the event that the Township, subsequent to the execution of this Agreement, enters into an agreement or arrangement similar to this Agreement with any other Association to provide services similar to those contemplated therein at rates or substantive terms different from those contained herein, then the Township shall give the Association notice of existence of such agreement or arrangement within ten (10) days of the execution or making of same and shall further give the Association the option, exercisable within thirty (30) days of receipt of such notice, to modify this Agreement so that it sets forth terms and conditions no less favorable to the Association than those made available by the Township to such other Association.

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are duly authorized and empowered to sign on their behalf.

ATTEST:

THE TOWNSHIP OF WEST ORANGE

_____, Mayor

ATTEST:

VIZCAYA CONDOMINIUM
ASSOCIATION, INC.

By: _____

Philip W. Schandl

[Signature]

Israel Avichman Secy

STATE OF NEW JERSEY)
COUNTY OF ESSEX) SS

~~NOTARIAL PUBLIC~~
Brian J. McIntyre, Esq.

[illegible]

NOTARY PUBLIC

SCHEDULE A

A. CALCULATION OF REIMBURSEMENT FOR SNOW AND ICE REMOVAL FOR 2009-2018.

1. The calculation of snow and ice removal costs per municipal mile for the years 2009-2018 shall list by way of example, the following types of expenses incurred by the Township for the provision of this service on an annual basis:

Road Salaries-Full Time
Road Salaries- Overtime
Social Security
Health Benefits
Workers Compensation Insurance
Depreciation-Trucks
Depreciation-Other Equipment
Depreciation-Salt Sheds, Maintenance Building
Vehicle Maintenance
Materials and Supplies
Uniforms
Auto Parts
Miscellaneous
Gas/Diesel/Oil
Equipment Rentals
Ice Control Grits
Salt/sanding materials
Snow Plowing
Road Materials
Equipment
Sign
Tree Works
Dues
Line Striping
Education and Training
Vehicle Insurance

2. The applicable costs shall be allocated as appropriate for the provision of snow and ice removal for the relevant year by the Township. A total cost for snow and ice removal has been determined for the Township for each relevant year. This total cost shall be divided by the total number of municipal road miles, represented to be **94.5 miles as of 2016**, to determine the per mile cost to the Borough of providing snow and ice removal for the

relevant year. It is agreed the Association road miles shall be considered .466.

3. The Cost of providing snow and ice removal for the purpose of this agreement shall be assumed to be \$553,559.29 for the years 2009-2018.

4. The per road mile cost of providing snow and ice removal incurred by the Township for the purposes of this agreement is \$5,740.61 for the years 2009-2018.

5. The amount to be reimbursed to the Association for the years 2009-2018 for the purposes of this agreement is as follows:

2009 - \$0

2010 - \$0

2011 - \$0

2012 - \$0

2013 - \$2,675.12

2014 - \$2,675.12

2015 - \$2,675.12

2016 - \$2,675.12

2017 - \$2,675.12

2018 - \$2,675.12

TOTAL = \$16,050.72

SCHEDULE B

A. CALCULATION OF REIMBURSEMENT FOR STREET LIGHTS FOR 2009-2018.

1. The calculation of street light costs per municipal street light for the years 2009-2018 shall be allocated as appropriate for the provision of street lights for the relevant year by the Township. It is agreed the Association has 67 street lights.

4. The street light cost per street light is negotiated as part of this agreement for 2009-2018 at \$100.44 per light per year.

5. The amount to be reimbursed to the Association as part of this agreement for 2009-2018 is as follows:

2009 - \$0

2010 - \$0

2011 - \$0

2012 - \$0

2013 - \$6,729.48

2014 - \$6,729.48

2015 - \$6,729.48

2016 - \$6,729.48

2017 - \$6,729.48

2018 - \$6,729.48

TOTAL = \$40,376.88