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MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), is made this _____ day of _____, 2026, between the **TOWNSHIP OF WEST ORANGE** (the "Township"), a municipal corporation duly formed and organized under the Laws of the State of New Jersey, having its principal business address at West Orange Town Hall, 66 Main Street, West Orange, NJ 07052, and **THE COMMITTEE OF MANAGERS OF LLEWELLYN PARK** (the "Committee"), the managing body for Llewellyn Park (the "Park"), a fee simple committee established by Deed of Trust and Indenture, having a principal business address at One, Park Way, Llewellyn Park, West Orange, NJ 07052 ("Park" and "Committee" may and shall be used interchangeably.

WHEREAS, the Committee is empowered by the aforesaid Deed of Trust and Indenture, and Amendments thereto, to maintain and manage the Park, to establish a budget, collect funds from Park residents and spend said monies for maintenance, repair and security of the Park's property, and to enter into and perform contracts and agreements with third parties and governmental entities and authorities relating to the Park or the performance of the duties of the Committee; and

WHEREAS, the Park is either a qualified private community as defined in the Municipal Services Act, L. 1989, C.299 (N.J.S.A. 40:67-23.2, et seq.) (the "Act"), or otherwise deemed to be qualified to receive reimbursement for the services covered by that Act, and in accordance with the Act and related Ordinances enacted by the Township pursuant to and effectuating the Act, the Township is required either to provide certain specified services to residents of the Park, or to reimburse the Committee to the extent specified in that statute and as it is and has been interpreted by the Courts of the State of New Jersey, for the actual costs to the Committee of providing the specified services, not to exceed the costs to the Township for providing the same specified services to its residents living along its public streets and roads; and

WHEREAS, in accordance with the Act and the Ordinances relating to it, the Township and the Committee wish to and are entering into this Agreement to memorialize their intentions and expectations with respect to provision of services pursuant to the Act and related Township Ordinances;

NOW, THEREFORE, in accordance with the Act and the related Township Ordinances, the parties hereby covenant and agree as follows:

1. **Scope of Agreement.** This Agreement shall apply to all roads and streets located within the Park, as more specifically identified on the most recent and accurate map of the Township's roads and streets which include the Park. A copy of that map shall be attached to this Agreement as "Exhibit A."

2. **Term of Agreement.** This Agreement shall commence upon execution by all parties, shall supersede the Agreement entered into between the parties effective January 1, 2010,

and shall continue in effect so long as N.J.S.A. 40:67-23.5a., of the Municipal Services Act (requiring the municipality to enter into a written agreement to annually reimburse the qualified private community for costs included under the Act) remains in effect. It is the intention, wish and expectation of the parties that this Agreement continue in effect or renew annually for 25 years.

3. **Scope of Services.** The Township shall either provide the Park with the following services in the same fashion as it provides these services on its public roads and streets, or reimburse the Committee for its actual costs to provide them for the Park in the same fashion as said services are provided to Township residents along its public roads.

A. **Lighting of Roads.** The Township shall reimburse the Committee the lesser of the actual cost of lighting the Park's roads (by gas lights), or the cost the Township would incur to provide the electricity for equivalent electric lights (50 watt high pressure sodium light every 120 feet) in the Park along its 9 miles, i.e., the Township's electricity cost per light x 396 lights. The Township shall not be responsible for maintenance of, nor replacement of, the Park's lighting fixtures and infrastructure, the responsibility for which remains with the Committee.

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B. **Waste/Garbage Collection from Homes.** The Township shall reimburse the Committee for all residences in the Park which the parties hereto agree currently stand at 173, at the Township's then current contractual residential collection unit rate adjusted by a factor of two (2), i.e., the Township's unit cost x 2 x 173 + tipping fees at ½ ton per year per residence. The Township shall include the residences in the Park to be covered and provided waste/garbage collection to its residents under the next Township contract to be publicly bid when the current contract expires in 2027, and will assume the collection costs for the Park for the years following in the same fashion as for its public road residents, based on curbside collection. Any side or rear yard collection, or other special collection arrangements, shall be the responsibility of, and at the expense of, the Committee or Park residents.

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C. **Collection of Leaves from Park Roads.** The Township shall reimburse the Committee at the Township's cost per mile for collection of leaves along its public roads, based on the Township's then current leaf collection program (a copy of which for the 2025 program is attached hereto as "Exhibit B"), adjusted by a factor of two (2), i.e., Township leaves cost per mile x 9 miles x 2. The Township shall allow leaves collected in the Park during the Fall leaf collection season as determined by the Township to be disposed at the Township's Environmental Center, 590 Mt. Pleasant Avenue, at no cost to the Park.

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D. **Removal of Snow, Ice and Other Obstructions from Roads.** The Township shall reimburse the Committee at the Township's snow/ice removal cost per

mile x 9 miles. Due to the special nature and circumstances of conditions in the Park, the Township shall directly provide certain services to the Park rather than reimbursing the Committee for such services. The Township shall directly provide obstructions removal services in the Park, as well as certain supplies, as follows and without charge:

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I. Salt for the roads with the Township's cost of salt provided to the Park to be subtracted from and offset against the Township's reimbursement to the Committee for snow/ice removal. The salt shall be stored at the Township's salt storage depot at 25 Lakeside Avenue and all costs associated with transporting the salt from that depot to the Park shall be at the Park's expense. The Park shall also be responsible for all costs associated with spreading the salt on its roads.

II. Bituminous concrete not to exceed fifty (50) tons per calendar year and, if the Park receives less than fifty (50) tons in any given year, the value of the difference shall be applied to and offset salt costs for that year, as noted in I above. The Park shall use the Township's contracted vendor as a supplier of bituminous concrete and all costs associated with transporting the material from the vendor to the Park and all costs associated with placing the material shall be at the Park's expense.

III. Removal of dead/hazardous trees up to fifteen (15) per calendar year to minimize obstruction call backs and pruning of protruding dead/hazardous tree limbs along Park roads also to minimize obstruction call backs.

IV. Removal of other obstructions (fallen tree limbs, large stones, dead animals, and other objects or substances) which may impede passage along the roads, with the Township's Public Works Department, or Health Department, depending on the nature of the obstruction, to be called to effectuate the removal. Other obstructions do not include repair of potholes or other roadway damage which remains the responsibility of the Committee and does not include normal street cleaning.

V. Removal of storm sewer obstructions excluding structural breaks to Park storm sewer mains.

VI. Removal of sanitary sewer obstructions excluding structural breaks to Park sanitary sewer mains.

E. The Township shall make the reimbursement payments required herein to the Committee on or before March 31st of each year subsequent to the reimbursed services having been performed.

4. **Periodic Review.** The Township and the Committee, or representatives of each, agree to meet periodically, at a mutually convenient time and place, and at least once per calendar year, to resolve any problems or concerns which may arise in the implementation of this Agreement. All of the terms and conditions of this Agreement are subject to review and modification and do not restrict the Committee or the Township in the governance of their respective residents and the services each entity provides to them. Nothing in this Agreement shall be deemed to require the Township to provide, or to continue to provide, any service(s) to the residents at large of the Township of West Orange. Should the Township discontinue any particular service(s) now rendered to Township residents, any provision(s) of this Agreement concerning the same service(s) shall terminate upon the effective date of discontinuance of said service(s) to the Township's residents, and notice of such discontinuance shall be provided to the Committee forthwith. Except as otherwise set forth herein, any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, performance, breach, termination, or invalidity thereof, shall be subject to mediation, prior to the institution of any litigation and/or the commencement of any legal proceeding (exempted therefrom of course is any legal proceeding necessary to force any of the Parties to comply with the terms of this paragraph). Any party making a demand pursuant to this paragraph shall make said demand on any other party via certified and regular mail. The mediator shall be selected by consent of the Parties (or by consent of those parties demanding and/or participating in said mediation). The costs of the mediator shall be shared equally by the participating parties, or shared as otherwise decided by those parties. In the event a mediator cannot be agreed upon or otherwise qualified, New Jersey's Office of Dispute Settlement shall be utilized. The parties participating in said mediation shall make a good faith effort to resolve any and all disputes that are the subject of the mediation. Any party may terminate the mediation session process, etc., after a good faith effort has been made. Any party thereafter may institute litigation and/or commence legal proceedings in any court of competent jurisdiction.

5. **Documentation.** Each and every calendar year, on or before the first business day following February 14th, the Committee shall provide the Township, to the attention of its Business Administrator, Town Hall, 66 Main Street, West Orange, NJ 07052, only the following documentation of its costs and service arrangement for the services covered by this Agreement:

- The Park's paid street lighting electric and gas invoices.

6. **The Committees Obligations.** For reimbursements under the Municipal Services Act, N.J. Stat. Ann. §§ 40:67-23.2 et seq., the services provided by the Committee must be provided "in the same fashion" as the Township would provide them. This includes, without limitation, ensuring that trash, recycling, leaves, and grass clippings are properly collected and disposed of, and not dumped on the street, into drains or sewer systems by the Committee and/or any agent, employee, representative, or resident thereof. Additionally, all collection and disposing of trash, recycling, leaves, and grass clippings must be in compliance with New Jersey statute and New Jersey Department of Environmental Protection regulations. The Township may

deduct from any reimbursement otherwise due to the Committee if the Committee's services are not provided in the same manner as the Township would provide them, or if the Committee effectively fails to provide the services because trash, recycling, leaves, or grass clippings were improperly disposed of.

7. ____

8. **Insurance.** In consideration for the Township's directly providing certain services to the Park as set forth above, the Committee will, at its sole cost and expense, procure general liability insurance, or obtain the appropriate endorsement to its existing general liability insurance policy, naming the Township as an additional insured, insuring against any personal injury or bodily injury sustained in connection with the services directly provided by the Township under this Agreement, with the limits of liability under the policy or policies to be an aggregate of not less than $1,000,000.

9. **Successors.** This Agreement will inure to the benefit of, and be binding upon, the respective successors, representatives and assigns of the parties.

10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. Any conditions or modifications shall be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties accept and enter into this Agreement on this _____ day of _____, 2026

ATTEST:	**TOWNSHIP OF WEST ORANGE**
By: Karen J. Carnevale, Municipal Clerk	By: Susan McCartney, Mayor
ATTEST:	**COMMITTEE OF MANAGERS OF LLEWELLYN PARK**
By:	By: