

**AMENDED AGREEMENT WITH
NAVESINK POINTE HOMEOWNERS ASSOCIATION
REGARDING MUNICIPAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2019 between:

THE BOROUGH OF RED BANK,
A Municipal Corporation of
the State of New Jersey

whose mailing address is: 90 Monmouth Street, Red Bank, New Jersey, 07701, (hereinafter referred to as "Borough"); and

NAVESINK POINTE HOMEOWNERS ASSOCIATION, INC.

whose mailing address is: c/o RCP Management, 2 Commerce Drive, Suite 101, Cranbury, NJ 08512., (hereinafter referred to as the "Association").

RECITALS

WHEREAS, on or about June 12, 2001, the parties entered into a contract entitled Agreement with Navesink Pointe Homeowners Association Regarding Municipal Services, addressing the Borough's municipal reimbursements for certain Association expenses, as required under N.J.S.A. 40:67-23.2 et seq.; and

WHEREAS, on or about September 25, 2001, the parties entered into another contract entitled Re-Stated Agreement with Navesink Pointe Homeowners Association Regarding Municipal Services, wherein the Borough and the Association re-negotiated certain reimbursements pertaining to fire hydrant and street lighting services, as authorized under N.J.S.A. 40:67-23.2 et seq.; and

WHEREAS, since September 25, 2001, the circumstances of the parties have changed, and certain provisions of the Re-Stated Agreement with Navesink Pointe Homeowners Association Regarding Municipal Services between the Borough and the Association must be updated and addressed in accordance with N.J.S.A. 40:67-23.2 et seq.; and

WHEREAS, the Borough and the Association, on behalf of the owners of properties located in its qualified private community, have negotiated this Amended Agreement with Navesink Pointe Homeowners Association Regarding Municipal Services (hereinafter, this "Agreement") as a fair and equitable means of complying with N.J.S.A. 40:67-23.2 et seq.;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Borough and the Association as follows:

1. SERVICES TO BE PROVIDED.

A. As required by N.J.S.A. 40:67-23.3, the Borough shall perform the following services in the same manner as provided to public roads and streets within the Borough:

- i. Removal of snow, ice and other obstructions from the roads and streets.
- ii. Lighting of the roads and streets, to the extent of payment for the electricity required, but not including the installation or maintenance of lamps, standards, wiring, or other equipment.
- iii. Collection of leaves and recyclable materials along the roads and streets and the collection and disposal of solid waste along the roads and streets.

B. As permitted by N.J.S.A. 40:67-23.8, the Borough agrees to perform the following additional services for the Association insofar as said services primarily serve public purposes:

- i. Clean the Association's storm sewer drains located within the roads and streets periodically on a schedule to be established by the Borough's Director of Public Utilities.
- ii. Perform street-sweeping services on a schedule to be established by the Borough's Director of Public Utilities in furtherance of maintaining the Association's storm sewer drains.

2. WATER AND SEWER.

The various properties located at the development known as Navesink Pointe receive their water service from New Jersey American Water Co. The Borough bills these homeowners for sewer based upon the water consumption reported to the Borough by New Jersey American Water Co. It is agreed that if the property owners at Navesink Pointe choose, at their own expense, to install, maintain, and read meters which allow for the reporting of water used for lawn sprinklers only, the Borough will bill for sewer based upon a net amount of water that is the difference between the New Jersey American Water Co. reading and the sprinkler meter(s). This billing arrangement will remain in effect unless there is an impact on issues of safety and welfare within the Borough or if the relevant New Jersey American Water Co. system is turned over to or operated by the Borough.

3. HOLD HARMLESS/INDEMNIFICATION.

It is hereby expressly understood by the Association and all the owners thereof that any damage to property by the Borough 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 Borough, its employees or its agents.

4. INSURANCE

In accordance with N.J.S.A. 40:67-23.4, if the Borough is required to pay any additional premiums or make any additional contribution to its joint insurance fund to enable the Borough's vehicles to operate on the roads and streets within the Association, then the Association shall reimburse the Borough for such additional cost that is actually attributable to the discharge of the Borough's obligations under this Agreement. Any such amount(s) to be paid by the Association shall be the actual cost to Borough.

5. EFFECTIVE DATE.

This Agreement shall become effective immediately upon full execution by the parties.

6. RENEWAL OF AGREEMENT.

Unless further action is taken by either of the parties, this Agreement will be automatically renewed annually.

7. NOTICES.

All notices required or appropriate hereunder shall be in writing and served upon the respective parties by personal delivery or by certified mail, return receipt requested, to the party being noticed as follows:

A. *As to the Borough:*

Borough Administrator
Borough of Red Bank
90 Monmouth Street
Red Bank, New Jersey 07701

with copies to:

Borough Clerk
Borough of Red Bank
90 Monmouth Street
Red Bank, New Jersey 07701

Borough CFO
Borough of Red Bank
90 Monmouth Street
Red Bank, New Jersey 07701

B. *As to the Association:*

NAVESINK POINTE HOMEOWNERS ASSOCIATION, INC
c/o RCP Management
2 Commerce Drive, Suite 101
Cranbury, NJ 08512.

The parties may designate new addresses or parties to be notified hereunder by notice given in the manner set forth hereinabove.

8. ENTIRE AGREEMENT.

This Agreement is a complete and full recitation of the terms and conditions of the parties' agreement and arrangement. Any services not herein cited are presumed to be the responsibility of the Association. This Agreement constitutes the full and complete understanding of the responsibilities of the Borough as it relates to the Association. Any and all other understandings that previously existed are hereby replaced by those contained within this Agreement.

IN WITNESS WHEREOF the parties have hereto set their hands and seals and caused these presents to be signed by their proper officers on the day and year above written.

ATTEST:

**NAVESINK POINTE
HOMEOWNERS ASSOCIATION, INC**

MARY BUTKUS, Secretary

By: _____
CHARLES MENUT, President

ATTEST:

BOROUGH OF RED BANK

PAMELA BORGHI, Clerk

By: _____
PASQUALE MENNA, ESQ., Mayor