

COMMUNITY

SERVICES

ACT

SNOW

REMOVAL

Account Number Description	2004	2005	2006	***** Year 2007 *****		Budgeted	%PY
	Approp Actual	Approp Actual	Approp Actual	Dept. Request	Admin. Recmnd		
Comments							
Dept: 7-01-26-325-000	COMM. SERVICES ACT-SNOW/LGHTNG						

-01-26-325-000	H COMM. SERVICES ACT-SNOW/LGHTNG						
-01-26-325-020	C OTHER EXPENSES						
-01-26-325-029	S						
OTHER CONTRACTUAL ITEMS	80,000.00	100,000.00	200,000.00	250,000.00	250,000.00	_____	0.0
	64,389.45	93,362.32	75,777.20				
Dept Total	80,000.00	100,000.00	200,000.00	250,000.00	250,000.00	.00	0.0
	64,389.45	93,362.32	75,777.20				
Gr Total	4023,106.00	4216,182.00	4916,423.00	5777,630.00	4918,946.00	.00	0.0
	4067,040.04	4143,035.46	4123,736.72				
Transfers	242,800.00	85,300.00	91,475.00-				

Westlake 129,112.92

RESOLUTION OF THE TOWNSHIP OF JACKSON
JACKSON, NEW JERSEY

RESOLUTION NO. 106R-06

DATE OF ADOPTION: 2/6/06

TITLE: RESOLUTION OF THE TOWNSHIP OF JACKSON, OCEAN COUNTY, NEW JERSEY AUTHORIZING A MUNICIPAL SERVICES AGREEMENT AND SETTLEMENT AGREEMENT BETWEEN WESTLAKE MASTER ASSOCIATION, INC. AND THE TOWNSHIP

Committeeman Updegrave presents the following resolution

Seconded by Reilly 1 of 1

WHEREAS, the Township is obligated to provide reimbursement for municipal services that are not provided to qualified private residential communities; and

WHEREAS, the Township recognizes Westlake Master Association, Inc. ("Westlake") as a private residential community under the Municipal Services Act that is entitled to reimbursement; and

WHEREAS, the Township Committee desires to reimburse Westlake for streetlighting costs and snow removal expenses for the period 2000-2005 and to establish an agreement for reimbursement of such services in the future on an annual basis; and

WHEREAS, the Agreement also provides for the dismissal of the lawsuit filed by Westlake against the Township relating to the reimbursement of municipal services; and

WHEREAS, the Township Committee desires to memorialize the agreement between the Township and Westlake in written form;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Jackson, County of Ocean and State of New Jersey, as follows:

1. The Municipal Services Agreement attached hereto, which provides for reimbursement to the Westlake Master Association, Inc. for qualified municipal services, including snow removal and streetlighting costs, for the period 2000-2005, and which also provides for reimbursement of such services in the future on an annual basis, is hereby approved by the Township.
2. The Municipal Administrator and Township Clerk are hereby directed to take any necessary action to effectuate the terms of the Agreement.
3. The Township Clerk is directed to provide a certified copy of this Resolution to the Westlake Master Association, Inc.

Ann Marie Eden
ANN MARIE EDEN, RMC

Dated: 2/6/06

Record of Vote				Deputy Mayor	Mayor
Committeeman:	Kafton	Seda	Updegrave	Reilly	Giblin
YES		✓	✓	✓	✓
NO					
NOT VOTING					
ABSENT	✓				

I, ANN MARIE EDEN, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Committee on the 6th day of February, 2006.

Ann Marie Eden

\$ 50,000. from

5-01-26-325-029

CHARLES E. STARKEY
WILLIAM V. KELLY
Certified by the Supreme Court of New Jersey
As a Civil Trial Attorney
Civil Trial Specialist
National Board of Trial Advocacy
NATALIE POUCH (N.J. & PA. BAR)
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DINA R. KHAJEZADEH
CHRISTINE A. DOLAN (N.J. & N.Y. BAR)
TERRANCE L. TURNBACH

PLEASE REPLY TO: BRICK

HAROLD CORLEY WHITE (1934-1993)
ROBERT H. DOHERTY, JR. (1922-1993)

DANIEL M. HURLEY
Certified by the Supreme Court of New Jersey
As a Civil Trial Attorney
OF COUNSEL

January 20, 2006

FILED

JAN 24 2006

Mayor and Township Committee
Township of Jackson
95 West Veterans Highway
Jackson, NJ 08527

Re: **Westlake Master Association vs. Township of Jackson**

Dear Mayor Giblin and Committee Members:

This letter is intended to document a meeting that occurred in my office in Brick on Monday, January 16, 2006. The attendees of the meeting were myself, Bob Eckhoff of CME Engineering, Stan Dubroff (President of Westlake Master Association) and Sam McNulty, Esq. (attorney for Westlake Master Association). The purpose of the meeting was to discuss a potential resolution of the issues raised in the litigation entitled Westlake Master Ass'n v. Township of Jackson. The two primary issues, which both involve a municipal services agreement, are the proper formula for snow removal reimbursement and the proper amount for reimbursement of streetlighting costs.

A. Snow Removal Reimbursement

The parties agreed that the proper formula for snow removal reimbursement for the period 2000 through 2005 should be as set forth in the report of Fallon & Fallon, which calculated the Township's total snow removal costs, on a township-wide basis, for calendar year 2004. The report calculated a total cost for the township, which was then reduced to a cost per mile, per snowfall inch, of snow removal for 2004. The parties agreed to use the 2004 numbers in the Fallon report as a basis to estimate the costs for years 2000, 2001, 2002 and 2003, adjusted to the per inch snowfall for each of those years. The total estimated reimbursement amount for municipal snow removal, based on the roadway mileage in Westlake, for the period 2000-2004, is \$45,214.68. Mr. Dubroff agreed that he would recommend this amount to the Master Association to resolve the reimbursement issue for the snow removal costs. He also agreed to recommend the formula developed by Fallon for future snow removal reimbursement calculations.

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The parties acknowledged that the reimbursement amount for calendar year 2005 would need to be calculated using 2005 numbers, although Mr. Dubroff indicated that that amount could be estimated as part of the settlement using the 2004 numbers, if the Township was so inclined. Otherwise, that reimbursement for 2005 could be calculated after the 2005 audit numbers are received.

B. Streetlight Reimbursement

Westlake is also seeking reimbursement for its streetlighting costs, beginning in 2000 when the first C.O. was issued in Westlake. In April 2005, Westlake had presented the Township with its bills from JCP&L for the period 2000-2005. Prior to that date, the Township had not received any bills for streetlighting from Westlake. The bills totaled approximately \$400,000. A major problem with the bills was that JCP&L failed to itemize the bills so that the streetlights could be identified. As a consequence, we could not determine which electric bills were for streetlights (which are reimbursable) and which were for non-reimbursable items such as clubhouse lighting, golf course irrigation and fountain operation. Because Westlake did not have the necessary information, and because JCP&L was unwilling or unable to provide the necessary breakdown after several requests, the Township Engineer, CME Engineering, was asked to undertake to investigate and to prepare a report to indicate which electric bills pertained to streetlights and for what period of time the bills charged.

On December 14, 2005, after CME prepared a detailed report that broke down the JCP&L bills by streetlight and other non-reimbursable items, the report was provided to Westlake. Today, at our meeting, Mr. Dubroff gave his response to the report. CME calculated the total costs for streetlighting on the US Home side of Westlake, for the period 2000 through 11/1/2005, at \$135,165.81. The total number of streetlights for which the Township is obligated to provide reimbursement (on the US Home side), as calculated by CME, is 233. The total number of streetlights on the Toll Brothers side is 140. The average cost of each streetlight to Westlake was \$11.31 per streetlight, per month. CME calculated the cost of each streetlight beginning with the date on which the first C.O. was issued on each respective street. The total amount of reimbursement for all 373 streetlights, for the period 2000-2005, is estimated by CME to be \$216,381.21. (The reimbursement amount for the streetlights on the Toll Brothers side is estimated based on the same per streetlight cost as those on the US Home side, which is \$11.31 per streetlight, per month, beginning with the date of issuance of the first CO on each street).

Mr. Dubroff agreed that CME's numbers appeared to be accurate and said that he would recommend the figure of \$216,381.21 to the Master Association in full satisfaction of the amount due, even though the figure was approximately \$184,000 less than the sum originally sought by Westlake.

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C. Future Payments

The total amount discussed with Westlake for settlement of this dispute is therefore \$261,595.89, including \$45,214.68 for snow removal and \$216,381.21 for streetlighting. This amount would be reduced by \$50,000, which has already been paid by the Township to Westlake as an advance payment, in 2003, which would leave a balance due of \$211,595.89. This amount represents reimbursement for snow removal costs for the period 2000-2004 and reimbursement for streetlighting costs for the period 2000-11/1/2005.

Mr. Dubroff said that if an agreement could be reached at this basis, he would recommend to Westlake that they accept a scheduled payout of the settlement amount. He did not indicate what timeframe would be acceptable, but he did express a desire for specific payout dates.

You should be aware that the obligation to reimburse Westlake for snow removal and streetlighting costs will continue to accrue on an annual basis, and will likely average \$50,000 per year for streetlight reimbursement (based on \$11.31 per light per month cost for 373 streetlights) and \$10,000-\$15,000 per year for snow removal reimbursement (depending on yearly snowfall amounts).

Sincerely,



KEVIN M. STARKEY

/kl

cc: Andrew Salerno (via fax)

**QUALIFIED PRIVATE COMMUNITY SERVICES AGREEMENT
BY AND BETWEEN THE TOWNSHIP OF JACKSON
AND WESTLAKE MASTER ASSOCIATION, INC.**

THIS AGREEMENT is made the 6th day of February, 2006, by and between the **TOWNSHIP OF JACKSON**, a municipal corporation of New Jersey, having its principal place of business at the Municipal Building, 95 West Veterans Highway, Jackson, New Jersey 08527 (hereinafter referred to as the "**TOWNSHIP**"), and **WESTLAKE MASTER ASSOCIATION, INC.**, for and on behalf of the owners therein, having an address at Westlake Master Association, Inc., c/o E.W. Murray Associations, Inc., Westlake Golf & Country Club, 1 Pine Lakes Circle, Jackson, New Jersey 08527 (hereinafter referred to as the "**ASSOCIATION**").

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 a qualified private community as defined in N.J.S.A. 40:67-23.2; and

WHEREAS, the services to be provided or reimbursed are as follows (N.J.S.A. 40:67-23.3):

1. Removal of snow, ice and other obstructions from the roads and streets; and
2. 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; and
3. Collection of leaves and recyclable materials along the roads and streets; and

WHEREAS, the Township and the Association desire to enter into an Agreement for the provision of and/or reimbursement for the cost of the above listed services;

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

Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth in N.J.S.A. 40:67-23.2, which are:

- A. "Condominium" means the form of real property ownership provided for under the "Condominium Act," P.L. 1969, c.257