

**RESOLUTION 2026-057**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG  
HARBOR, COUNTY OF OCEAN, STATE OF NEW  
JERSEY, AUTHORIZING THE EXECUTION OF A  
MUNICIPAL SERVICES AGREEMENT WITH  
CRANBERRY CREEK HOMEOWNERS  
ASSOCIATION**

**WHEREAS**, N.J.S.A. 40:67-23.5 provides that a municipality shall enter into a written agreement to annually reimburse a qualified private community in an amount not to exceed the cost that would be incurred by the municipality in providing these services directly for the removal of snow and ice, lighting of the roads and streets, the collection of leaves and recyclable material, and the collection and disposal of solid waste along the roads and streets; and

**WHEREAS**, the Cranberry Creek Homeowners Association represents that it is a qualified private community pursuant to N.J.S.A. 40:67-23.2, and is thereby subject to the provisions of N.J.S.A. 40:67-23.3; and

**WHEREAS**, the Township desires to execute a municipal services agreement with Cranberry Creek Homeowners Association to provide for the reimbursement of certain services.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the Township is authorized to execute an agreement with the Cranberry Creek Homeowners Association for the reimbursement of municipal services, as required by and in accordance with N.J.S.A. 40:67-23.5.

2. That the Mayor is authorized to execute, and the Municipal Clerk to attest to, the municipal services agreement with the Association, attached hereto as Schedule A and

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ATTORNEYS AT LAW

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Suite 600  
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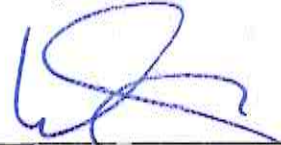
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incorporated herein. Said agreement shall be substantially in the form as delineated within Schedule A and is subject to the approval of the Township Attorney.

3. That a certified copy of this resolution shall be forwarded to the Cranberry Creek Homeowners Association, the Chief of Financial Officer, and the Superintendent of the Department of Public Works.

**CERTIFICATION**

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **8th** day of **January, 2026**.



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**KELLY LETTERA, CMC, RMC**  
Township Clerk  
Little Egg Harbor Township

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**QUALIFIED PRIVATE COMMUNITY SERVICES AGREEMENT  
BY AND BETWEEN  
THE TOWNSHIP OF LITTLE EGG HARBOR  
AND  
CRANBERRY CREEK HOMEOWNERS ASSOCIATION**

**THIS AGREEMENT** is made on the 6 day of JAN 2020 by and between The **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at the Municipal Building, 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as the "Township") and **CRANBERRY CREEK HOMEOWNERS ASSOCIATION**, (hereinafter referred to as the "Association"), for and on behalf of the owners therein, having an address of 41 Briarwood Drive, Little Egg harbor, New Jersey 08087; and

**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 the property manager of Cranberry Creek Homeowners Association, a qualified private community as defined in N.J.S.A. 40:67-23.2, located at 41 Briarwood Drive, Little Egg Harbor Township, NJ (the "Project") and

**WHEREAS**, the services to be reimbursed are the removal of snow and ice and the collection or disposal of solid waste; and

**WHEREAS**, in lieu of providing said services, N.J.S.A. 40:67-23.5 requires the Township to enter into a written agreement to annually reimburse the Association in an amount not to exceed the cost that would be incurred by the Township in providing such services directly; and

**WHEREAS**, the Township and the Association desire to enter into an Agreement for the reimbursement for the cost of the above listed services.

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

**1. Definitions**

For purposes of this Agreement, the terms "condominium," "cooperative," "fee simple community," "horizontal property regime" and "qualified private community" shall have the meanings set forth in N.J.S.A. 40:67-23.2, as may be amended from time to time.

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## **2. Statutory Limitations**

The parties acknowledge and agree that the Legislature has placed and may in the future place additional statutory limitations on the Township's obligation to provide or reimburse the Association for the services specified in N.J.S.A. 40:67-23.2. Such statutory limitations as exist on the date of this Agreement, and may hereinafter be enacted, are acknowledged by the parties as effecting the Township's obligations hereunder accordingly.

## **3. Reimbursement for Removal of Snow and Ice from the Roads and Streets**

A. The Township's obligation to reimburse for snow and ice removal services shall commence upon completion of the following:

(1) The Association shall provide the Administrator with two copies of the as-built plans of the development on which are indicated the distances along the length of through driving aisles. These plans, (hereinafter "Association Maps"), shall be marked-up by the Administrator to indicate those through driving aisles which the Township will provide reimbursement of plowing in the event of snow, and sand or salt in the event of ice. One copy of the Association Maps will be retained by the Township and the other copy by the Association. (Street and roads so marked may be hereinafter referred to as "Snow Removal Reimbursement Streets").

B. The Township shall reimburse the Association (i) for the actual cost of private snow and ice removal along the Snow Removal Streets or (ii) the Township's cost per square yard set forth on Schedule A attached hereto multiplied by the square yards of Snow Removal Reimbursement Streets, whichever is less. The calculation of the Township's cost per square yard is included in Schedule A. The Association accepts the reimbursement rate of the maximum reimbursement for the term of this Agreement as set forth in Schedule A.

C. Invoices submitted by the Association for the actual cost of private snow and ice removal along Snow Removal Reimbursement Streets shall break out reimbursable costs for through driving aisles from non-reimbursable work, such as, but not limited to, courts, parking lots, sidewalks or curbside parking areas.

D. The Association shall submit its reimbursement claim, together with supporting invoices as required by paragraph C above, to the Township Administrator on or before April 15<sup>th</sup> of each calendar year. Failure to submit a timely claim, together with invoices,

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which comply with paragraph C above, shall result in the forfeit of the right to reimbursement of the calendar year.

E. The Township shall audit and review the claim, as it deems appropriate, and provide payment to the Association on or before July 1<sup>st</sup> of the calendar year.

#### **4. Accounting**

A. As required by N.J.S.A. 40:67-23.5 ( c), the Association shall provide the Township with an accounting of the use of the money paid to it by the Township. The accounting shall be delivered to the Township Administrator no later than January 31<sup>st</sup> for the previous calendar year.

B. At the same time as the accounting is delivered, the Association shall refund to the Township any payments in excess of the amounts actually used or contractually committed to during the previous calendar year.

#### **5. Termination of Services and/or Reimbursements**

A. In the event the Association dedicates to public use and the Township accepts by ordinance private roads and streets which meet Township specifications for public roads and streets, then any reimbursements for services along said roads and streets shall cease, and the Township shall provide all services covered by this Agreement along said dedicated and accepted roads and streets, together with maintenance and repair services for said dedicated and accepted roads and streets.

(1) The determination as to which private roads and streets are eligible for dedication to public use remains with the Township based upon the recommendation of the Township Engineer as to whether said private roads and streets meet Township specifications for public roads and streets.

(2) The Association acknowledges that dedication and acceptance of any private road or street for public use means that said road or street, upon acceptance of the dedication, is open to all public traffic and the Association may not limit or restrict the use of said roads or streets by any party. The Association further acknowledges that dedication and acceptance of a private road or street as a public road or street also has the effect of



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authorizing the Little Egg Harbor Township Police Department to enforce all Title 39 provisions on said road or street.

B. It is understood and agreed by the Association that the Township may, in its sole discretion determine at some future date to alter the decision on providing any, or all of the services listed in N.J.S.A. 40:67-32.2, and all reimbursement obligations shall immediately cease upon the provision of such services by the Township. However, prior to the Township ceasing the provision of services and/or terminating reimbursement, the Township shall provide the Association with sixty (60) days prior written notice pursuant to paragraph 10.

#### **6. Notices**

Unless otherwise stated herein to the contrary, all notices shall be served personally or by certified mail, return receipt requested. The addresses for service of notices are:

For the Township of Little Egg Harbor

Business Administrator  
Township of Little Egg Harbor  
665 Radio Road  
Little Egg Harbor, NJ 08087

For the Association

Cranberry Creek Homeowners Association  
c/o Corner Property Management, AAMC  
P.O. Box 297  
Springfield, NJ 07081

Any change of address shall be promptly forwarded to the other party.

#### **7. Effective Date**

This Agreement shall be effective immediately upon execution by both parties.

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## **8. Entire Agreement**

This document constitutes the entire Agreement between the parties and 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 their authorized representative.

## **9. Duration of Agreement**

The Agreement to Provide Qualified Private Community Services to the Association shall have a duration from the effective date of this Agreement until June 30, 2027. Thereafter, the Agreement shall automatically renew for two (2) additional two (2) year terms, unless the Township gives a minimum of sixty (60) days notice of its intention not to review the contract, at which time the parties shall then have the option to renegotiate all of the terms and conditions of the Agreement. Not later than June 1, 2027 and continuing thereafter on June 1 of each year this Agreement remains in effect, the Township will notify the Association if Schedule A and/or B will remain in effect for the ensuing year. If either or both of said schedules are being modified, the Township shall include such modified schedule(s) which shall take the place of the schedule(s) in effect at that time.

## **10. Prior Claims for Reimbursement**

A. Claims for potentially reimbursable costs, which precede the date of this Agreement, must be submitted by the Association within ninety (90) days of the date of this Agreement. Such claims must be fully compliant with the provision of paragraphs 3 and 4 herein, as appropriate. Failure to submit a fully compliant claim within ninety (90) days shall result in the forfeit of the right to make a claim at any time thereafter. The Township shall determine the eligibility of a fully compliant claim for reimbursement within sixty (60) days of receipt. Payment shall be granted within thirty (30) days of such determination.

B. Reimbursements to be made pursuant to this Agreement shall be made to the Association for its reimbursable expenses commencing from the date the Project's Declaration of Covenants, Conditions and Restrictions was recorded in the Ocean County Clerk's Office.

**IN WITNESS WHEREOF**, the Township and the Association have caused this Agreement to be signed and sealed by their proper corporate officers the day and year first above written.

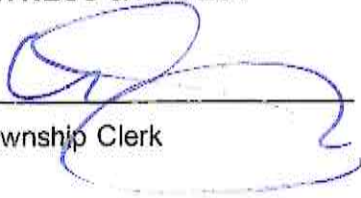
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**WITNESS & ATTEST**



Township Clerk

**TOWNSHIP OF LITTLE EGG HARBOR**



Mayor

**CRANBERRY CREEK HOMEOWNERS  
ASSOCIATION**



Secretary



President

**HOA PRESIDENT**

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