



BOROUGH OF LAWNSIDE

RESOLUTION NO. 81-2023

AUTHORIZING REFUND TO DSHC ENTERPRISES, LLC FOR TAX SALE MONIES

WHEREAS, Block 905 Lot 2 addressed 130 Ashland Avenue Lawnside New Jersey assessed to DR Bruce; and

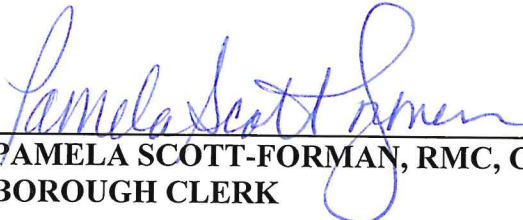
WHEREAS, Block 905 Lot 2 went into Tax Sale in 2021 for CCMUA for \$1407.98; and

WHEREAS, Block 905 Lot 2 had prior Municipal Lien thus should have been excluded from 2021 Tax Sale; and

WHEREAS, DSHC Enterprises request a refund on lien amount of \$1407.98

NOW, THEREFORE BE IT RESOLVED, by Mayor and Council of the Borough of Lawnside, County of Camden, State of New Jersey that \$1407.98 approved and refunded to DSHC Enterprises LLC, P.O. Box 524 Plainsboro, NJ 08536.

BOROUGH OF LAWNSIDE


PAMELA SCOTT-FORMAN, RMC, CMR
BOROUGH CLERK


MARY-ANN WARDLOW
MAYOR

ADOPTED: OCTOBER 4, 2023



**BOROUGH OF LAWSIDE
RESOLUTION NO. 82-2023**

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT (BID A-35/2022-2ND YEAR OPTION) BY AND BETWEEN THE COUNTY OF CAMDEN (DEPARTMENT OF PUBLIC WORKS) AND DEER CARCASS REMOVAL SERVICE, LLC, FOR THE PROVISION OF DEER CARCASS REMOVAL SERVICES, UNDER THE CAMDEN COUNTY COOPERATIVE PRICING SYSTEM, ID #57 CCCPS ON AN "AS-NEEDED" BASIS

WHEREAS, by Resolution No. 12 adopted September 15, 2022, the Camden County Board of Commissioners approved and awarded a contract to Deer Carcass Removal Service, LLC, P.O. Box 328, Cream Ridge, New Jersey 08514, for Bid A-35/2022, Deer Carcass Removal Services, under the Camden County Cooperative Pricing System Identifier #57-CCCPS, on an "as-needed" basis for the term commencing on or about October 1, 2022 through September 30, 2023; and

WHEREAS, said bid provided for two (2) one-year options to renew, said options to be utilized at the sole discretion of the County; and

WHEREAS, it is the desire of the Camden County Board of Commissioners to exercise the second-year option of Bid A-35/2022, with Deer Carcass Removal Service, LLC, at a cost of \$65.00 per carcass removal for both the County and participating municipalities in the Cooperative, for the term of one (1) year commencing October 1, 2023, through September 30, 2024; and

WHEREAS, funding is contingent upon the availability and appropriation of sufficient funds for this purpose in the County's 2023 permanent budget and 2024 temporary and or permanent budgets and shall be encumbered pursuant to N.J.A.C. 5:30-5.5(b)(2), prior to the services being rendered, at the unit prices set forth in the bidder's proposal to a maximum not to exceed the County's budget appropriation for this purpose; and

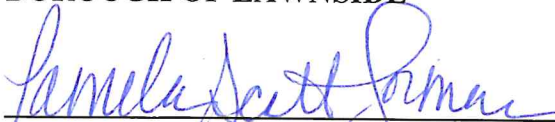
WHEREAS, each participating member of the Camden County Cooperative as specified in Bid A-35/2022, and as may be required and at their option, are hereby authorized to enter a contract directly with the vendor, pursuant to the terms and conditions of Bid A-35/2022, second-year option, after award by its governing body in accordance with applicable law; now, therefore,

BE IT RESOLVED by the Camden County Board of Commissioners that, contingent upon the funding as described herein, the second-year option of Deer Carcass Removal Service, LLC, P.O. Box 328, Cream Ridge, New Jersey 08514, for Bid A-35/2022, Deer Carcass Removal Services for both the County and participating municipalities in the Cooperative, under the Camden County Cooperative Pricing System Identifier#57-CCCPS, on an "as-needed" basis, at a cost of \$65.00 per carcass removal, for the term commencing on or about October 1, 2023 through September 30, 2024 be and the same is hereby authorized and awarded; and

BE IT FURTHER RESOLVED that the proper officers of the County of Camden are hereby authorized and instructed to sign and execute all necessary contracts, purchase orders, or other legal instruments in connection therewith and to sign checks or vouchers for the payment thereof, when such materials and services have been delivered and accepted by the County of Camden; and

BE IT FURTHER RESOLVED that, contingent upon the funding as described herein, each participating member of the Camden County Cooperative as specified in Bid A-35/2022, Second Year Option, and as may be required and at their option, are hereby authorized to enter into a contract directly with the vendors, pursuant to the terms and conditions of Bid A-35/2022, second-year option, after award by its governing body in accordance with applicable law.

BOROUGH OF LAWNSIDE


PAMELA SCOTT-FORMAN, RMC, CMR
BOROUGH CLERK


MARY ANN WARDLOW
MAYOR

ADOPTED: OCTOBER 4, 2023



**BOROUGH OF LAWSIDE
RESOLUTION NO. 83-2023**

**AUTHORIZING BID ADVERTISEMENT FOR
CONSTRUCTION OF THE BIKEWAY PATH**

WHEREAS, by Resolution No. 151-FY-2005, the Borough of Lawnside (the "Borough") determined that Block 405, Lot 1; Blocks 502-507 inclusive; Block 508, Lot 1; Blocks 509-512 inclusive; Block 601 inclusive; Block 602, Lots 23 and 24; Block 605, Lots 1 and 2; Block 701 inclusive (except for Lots 10, 11, 12, 13 and 20); and Block 1004, Lots 30 and 31 on the Official Tax Map of the Borough of Lawnside is an "area in need of redevelopment" ("Redevelopment Area") under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("Redevelopment Law"); and

WHEREAS, on July 6, 2005, by Ordinance No. 14-FY-2005, the Borough adopted the redevelopment plan for the designated properties ("Redevelopment Plan") which sets forth the plan for the redevelopment of the Redevelopment Area; and

WHEREAS, the Redevelopment Agreement provides for the extension of a network of sidewalks, trails and three pocket parks to be constructed as part of the development of Area 2 (Section 3 of Second Amendment), generally as shown on Concept Plan 3 attached to the Redevelopment Agreement (the "Network"); and

WHEREAS, a portion of the Network is to be constructed along certain public properties, namely a) part of the public right of way on both Walter A. Gaines Way and East Oak Avenue and (b) on property owned by the Borough along the Cooper River and designated as Block 605, Lots 1, 3 and 4 and Block 803, Lot 1, and on certain additional property which Redeveloper acquired and contributed to the Borough, designated Block 510, Lot 21, and Block 605, Lot 2, all of which lots as identified on the Tax Maps of the Borough of Lawnside (collectively, the "Borough Owned Property"); and

WHEREAS, the Network is also to be developed on certain private properties owned by Vineland Construction Co., LLC and designated as Block 601, Lots 1.02, 1.03, 1.04 and 1.05 on the Tax Maps of the Borough of Lawnside, (collectively, the "Privately Owned Properties"), for which two easements were granted to the Borough by or on behalf of Vineland Construction Co., LLC or its affiliates, pursuant to N.J.S.A. 40A:12-5(a)(1) and (2) of the Local Land and Buildings Law, in connection with the Network; and

WHEREAS, the Network will consist of bike trails/pedestrian paths throughout portions of the Borough Owned Property and Privately Owned Properties over which easements have been granted for such purposes (collectively, the "Trail Portion"); and

WHEREAS, Trail Portion of the Network is to be approximately ten (10) feet wide (unless the topographic conditions limit the width), as shown generally on Concept Plan 3 (Exhibit A) identified with orange circles and labelled as "Bike/ped trail or pathway," except that the Trail Portion will not include the short stub of the orange dotted line between Park Avenue and the sidewalk that runs south of Block 601, Lot 1.03 (Building B); the Trail improvements will include amenities generally described as the "Trail System" in

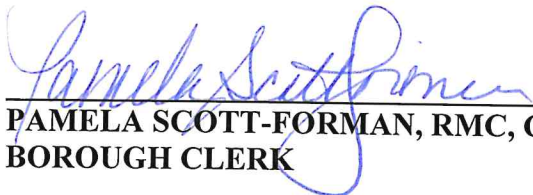
the Trail Easement, namely lighting, benches, trash receptacles, landscaping, bio-fencing and an irrigation system";

WHEREAS, the Borough submitted a grant application to the New Jersey Department of Transportation seeking funding for certain costs of the Bike/Pedestrian Trail portion of the Network, specifically for the construction of a macadam path, trail boardwalk, site clearing and lighting, as more specifically described in the Engineer's Certification for Design attached hereto ("Bike/Pedestrian Trail portion of the Network") (Exhibit A); and

WHEREAS, the Borough was notified that it would receive a grant award in the amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000) (the "Grant Proceeds") to be utilized in connection with funding part of the costs of the preparation and construction of the Bike/Pedestrian Trail Portion of the Network (the "Grant Award"); and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council authorize the Municipal Clerk to advertise the Bike Path Construction. This resolution signifies the official approval and authorization by the Mayor and Council to proceed with advertising the construction of the Bikeway Path. This crucial step allows for public notice and the bidding process to begin, moving us closer to the realization of this important project.

BOROUGH OF LAWNSIDE



PAMELA SCOTT-FORMAN, RMC, CMR
BOROUGH CLERK



MARY ANN WARDLOW
MAYOR

ADOPTED: OCTOBER 4, 2023

RESOLUTION NO. 84-2023
PROCLAMATION in MEMORY OF KEVIN GAINES



Office of the Mayor
BOROUGH OF LAWNSIDE
PROCLAMATION
IN MEMORY OF
KEVIN GAINES

WHEREAS, family and friends were shocked and grieved to learn that a life filled with kindness and service of our friend and faithful servant, KEVIN GAINES came to an untimely end; and

WHEREAS, WE ARE GRATEFUL FOR:

His honest, diligent, trustworthy and professional services in his profession with The Camden City Fire Department; and

His advice, guidance, and participation as a member of the Lawnside Volunteer Fire Company aka the 272 Knockdown Crew and his last position as a School Crossing Guard; and

His many contributions as an outstanding citizen who will be remembered for his delicious BBQ food.


WHEREAS, Kevin was at all times interested in and considerate of the welfare of others. He gained the respect, admiration, and highest regards of all those with whom he came in contact and the love and affection of all who were proud to call him friend; and

WHEREAS, we mourn his loss and extend to his family our sincere sympathy in this hour of their bereavement.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and Borough Council of the Borough of Lawnside, County of Camden and State of New Jersey, hereby extends to the family KEVIN GAINES this expression of sincere regret and sympathy for the loss of their loved one and offer the hope that they will be consoled by the memories of his life and his many achievements.

BOROUGH OF LAWNSIDE


PAMELA SCOTT-FORMAN, RMC, CMR
BOROUGH CLERK


MARY ANN WARDLOW
MAYOR

ADOPTED: OCTOBER 4, 2023



**BOROUGH OF LAWNSIDE
RESOLUTION NO. 85-2023**

RESOLUTION AUTHORIZING BID ADVERTISEMENT BY AND BETWEEN THE BOROUGH OF LAWNSIDE AND THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR THE IMPLEMENTATION OF TREATMENT PROTOCOLS FOR THE CONTROL AND ERADICATION OF THE SPOTTED LANTERNFLY.

WHEREAS, the invasive insect known as the Spotted Lanternfly (Pest), which came from China, sucks the sap from the stems and leaves of trees and plants including apples, plums, cherries, peaches and Pine, weakening the plant and eventually contributing to its death; and

WHEREAS, the Pest will also attack vegetables and other produce being grown in the State and Borough; and

WHEREAS, the Pest was found in large numbers in Pennsylvania and is known for “hitching a ride” on tractor-trailers leaving the State of Pennsylvania and traveling to Industrial Parks in New Jersey, including industrial areas where the Pest has been seen; and

WHEREAS, the United States Department of Agriculture (USDA) working cooperatively with the New Jersey Department of Agriculture (NJDA) has developed protocols to control and hopefully eradicate the Pest from New Jersey before the Pest has the ability to proliferate and cause damage to the vegetation within the State which includes treatment with herbicide and/or systemic insecticides, physical traps, contact insecticide treatment and egg mass treatment spraying; and

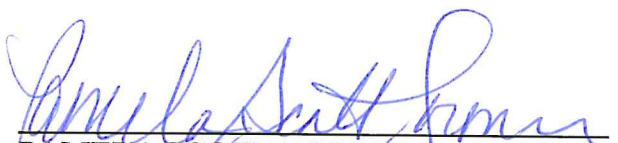
WHEREAS, more information regarding the Spotted Lanternfly and its treatment may be read at www.aphis.usda.gov/aphis/resources/pests-diseases/hungry-pests/slf and www.nj.gov/agriculture/division/pl/prog/spottedlanternfly.html and people are urged to report sightings of the specimen to the NJ Spotted Lanternfly Hotline at 1-833-233-2840; and

WHEREAS, the USDA and NJDA have requested the Borough of Lawnside provide its consent to allow the treatment protocols to be administered within the Borough of Lawnside including the Industrial areas at no cost to the Borough or its residents; and

WHEREAS, the Mayor and Borough Council of the Borough of Lawnside find it to be in the best interest of the Borough to consent to the treatment protocols and authorize the USDA and NJDA to perform the same on properties owned by the City.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Lawnside that the Mayor and Clerk are authorized to Advertise Bids from qualified Contractors for the Spotted Lanternfly Control Program Treatment.

BOROUGH OF LAWNSIDE


PAMELA SCOTT-FORMAN, RMC, CMR
BOROUGH CLERK


MARY ANN WARDLOW
MAYOR

ADOPTED: OCTOBER 4, 2023



BOROUGH OF LAWNSIDE

RESOLUTION NO. 88-2023

**AUTHORIZING THE SHARED SERVICES AGREEMENT WITH CAMDEN COUNTY
IMPROVEMENT AUTHORITY FOR THE PARTICIPATION
IN A COUNTY-WIDE FORECLOSURE REGISTRATION PROGRAM – HERA PROPERTY
REGISTRY, LLC**

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, (“Shared Services Agreement”), dated this 4TH day of OCTOBER 2023, is made by and between The Borough of Lawnside, a municipal corporation of the State of New Jersey (“Municipality”), and Camden County Improvement Authority (hereinafter referred to as the “Authority”), as a political subdivision of the State of New Jersey and an instrumentality of the County of [CAMDEN], established pursuant to N.J.S.A. 40:37A-44, *et seq.*

RECITALS

1. The Authority is a political subdivision of the State of New Jersey and an Instrumentality of the County of [CAMDEN], with its principle offices being located at 520 Market St, Suite 6400, 6th Fl, Camden, NJ 08102;
2. Municipality is a municipal corporation of the State of New Jersey with offices located at 4 Dr. Martin Luther King Jr. Road;
3. The long-running mortgage foreclosure crisis continues to have serious negative implications for all communities in this State in trying to manage the serious consequences to residents of this State caused by property vacancies and abandoned real properties that result from foreclosures;
4. The Authority and Municipality have a vested interest in protecting neighborhoods against blight and decay caused by vacant and abandoned properties, and conclude that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements on creditors of properties that are filing foreclosure actions, in order to identify, secure, and maintain properties within the Municipality that may become vacant and abandoned;
5. The Municipality has adopted an Ordinance, pursuant to its authority provided by P.L.2021, c.444, which, among other things, requires creditors of commercial and residential properties that file foreclosure actions to: (i) register with the Program within ten (10) days of filing a foreclosure action; (ii) provide the contact person(s) for the creditor who is to receive notices pertaining to the property; (iii) remit a registration fee; and (iv) in the event the property becomes vacant and abandoned during the foreclosure process, update their registration to reflect the vacant and abandoned status, and ensure proper security and maintenance is undertaken at the property (the “Ordinance”);

6. HERA PROPERTY REGISTRY, LLC is a corporation that provides and administers a Property Registration Program that includes a portal for creditor registration, notification and enforcement services, and fee collection, in order to assist municipalities with enforcement of local ordinances that are adopted to pursuant to their authority provided by P.L.2021, c.444 (“Program”).
7. The County has established a County-wide Registration Program, administered by HERA PROPERTY REGISTRY, LLC, through a contract with the [**CAMDEN**] County Improvement Authority. A copy of the contract is attached as **Exhibit A**, the terms of which are hereby incorporated into this Agreement;
8. The parties now wish to enter into a Shared Services Agreement for the Municipality to participate in the County-wide Registration Program established by the Authority and administered by HERA PROPERTY REGISTRY, LLC; and
9. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:55-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the parties do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

It is the purpose and intent of the Municipality, through their Ordinance, to address and prevent the deterioration and blight of the Municipality’s neighborhoods caused by increases in the amount of vacant and abandoned property located within the Municipality, by requiring that creditors identify, secure, and maintain those properties.

In order to achieve this, it is the Municipality’s intent to participate in the County-wide registration program established by the Authority and administered by HERA PROPERTY REGISTRY, LLC, as a mechanism to efficiently and effectively protect neighborhoods from the deterioration and blight caused by foreclosed properties that become vacant and abandoned.

B. DESCRIPTION OF SERVICES.

The Municipality shall participate in the County-wide Registration Program, administered by HERA PROPERTY REGISTRY, LLC, in order to register, monitor, and ensure the security and maintenance of each commercial and/or residential property within the Municipality for which a foreclosure action has been filed by a creditor, as defined by P.L.2021, c.444. HERA PROPERTY REGISTRY, LLC, shall provide all the required services necessary to develop and implement the Program, including a registration portal, fee collection, and notification services in accordance with the requirements of the Municipality’s Ordinance. HERA PROPERTY REGISTRY, LLC’s services shall include, but not be limited to, the following:

1. Identify properties within the County of [**CAMDEN**], whether residential, commercial, vacant and abandoned, or occupied, for which a summons and complaint in a foreclosure action have been filed by the creditor of the property.

2. Notify the creditor of: (i) its requirements to register the property within ten (10) days of filing a summons and complaint in a foreclosure action; (ii) all applicable registration fees; and (iii) any current or subsequent violations of the Municipality's Ordinance as it pertains to the property and/or the creditor's obligations thereunder.
3. Provide the creditor with detailed instructions on how to register the property, the identifying information required to complete registry, the associated registration fees and instructions for payment, access to the registry system, and all continuing obligations of the creditor, including those obligations applicable to a property which becomes vacant and abandoned during the foreclosure process.
4. Provide training and support to the creditors' authorized representatives responsible for electronically registering the property information and updating the registry during the pendency of the foreclosure action.
5. Maintain, throughout the duration of the engagement, a web-based electronic registry system that affords all creditors the opportunity to register properties, update information, and remit any fees as required by the Municipality's Ordinance.
6. Provide the Authority free access to, and training and support on, the web-based electronic registry system and reporting tools.
7. Include in the web-based electronic registry system, at no additional cost to the Authority, any properties in the County for which a pending foreclosure action has been filed prior to the commencement of any Vendor services hereunder, indicate whether or not the property is required to be registered, and the registration status.
8. Provide a financial accounting of property registration fees, identifying those which are in compliance with the ordinance as well as those which have not met their financial obligations.
9. Provide such other financial and/or registration reports as reasonably requested by the Authority.
10. Communicate with the Municipality's designated official(s) regarding properties which are or may become vacant and abandoned, and those which the Municipality believes may be in violation
11. Issue notices to the creditors concerning municipal violations.
12. Any and all other services necessary to administer the Program as permitted pursuant to the authority provided by P.L.2021, c.444.

C. FEES.

HERA PROPERTY REGISTRY, LLC shall be the collector of the registration fee established by the Municipality's Ordinance. The parties acknowledge that P.L.2021, c.444 sets the maximum amount of registration fees and penalties that the Municipality may charge to participate in the Registration Program. The fee shall be apportioned as follows:

1. Hera Property Registry, LLC shall receive a flat fee of \$100.00 per registration for the Authority as invoiced by Hera Property Registry, LLC.
2. The second \$100.00 shall be disbursed by the Authority to the Municipality.
3. After Vendor receives \$100.00 and Municipality receives \$100.00, the Authority shall retain the portion of fee in excess of \$200.00 up to a \$100.00 maximum.
4. Any registration fee amount in excess of \$300.00 shall be submitted to the Municipality.
5. Should there be a late fee associated with the Municipality's ordinance, the late fee will be collected by Hera Property Registry, LLC, remitted to the Authority who will distribute 20% to Hera Property Registry, LLC and 80% to the municipality. Neither Hera Property Registry, LLC nor the Authority shall be entitled to any fines levied by the Municipality for code violations of the registration requirement.

D. DURATION OF AGREEMENT.

This Agreement shall become effective immediately upon authorization, execution, and delivery by all parties.

This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continuing for a period of 5 years or in accordance with the Contract executed between the Authority and HERA PROPERTY REGISTRY, LLC attached hereto as "Exhibit A."

E. TERMINATION OF AGREEMENT.

1. This Agreement may be terminated by either party, at any time, with a minimum of thirty (30) days written notice to the other party, with or without cause.
2. Upon termination, any and all data collected by HERA PROPERTY REGISTRY, LLC up to the date of termination will remain the property of the Authority and HERA PROPERTY REGISTRY, LLC.
3. Any fees due and owing to the Municipality at the time of termination shall be remitted by the Authority during the Authority's next regularly scheduled disbursement.
4. The Authority and HERA PROPERTY REGISTRY, LLC shall be entitled to all fees in accordance with subparagraphs (C)(3) and (4) that accrue up until the date of the termination notice as well as all fees in accordance with those subparagraphs that accrue up until the date the agreement actually terminates.
5. Upon termination, Municipality will no longer have access to the program administered by HERA PROPERTY REGISTRY, LLC as part of this Shared Services Agreement.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the Authority, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement, and to the extent permitted by P.L.2021, c.444..

Neither Authority nor Municipality intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the Authority pursuant to this Agreement.

G. INDEMNIFICATION.

- a. During the term of this Shared Services Agreement, each party, including the members of its governing body and its officers, agents, and employees, shall indemnify and hold each other harmless against any and all liability, loss, cost, damages, claims, judgment, or expense, of any and all kinds or nature, which the indemnified party, the members of its governing body, or its officers, agents, or employees may sustain, may be subject to, or may be caused to incur by reason of any claim, suit, or action which is based upon or arising out of any services performed, work performed, obligation undertaken, or not performed in connection with this Agreement and the services contemplated herein.
- b. The indemnifying party at its own cost and expense, shall defend any and all such claims, suits, and actions which may be brought or asserted against any indemnified party, the members of its governing body, or its officers, agents or employees, provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend any insured party which may be named in such policy of insurance in connection with any claims, suits, or actions which are covered by the terms of such policy.
- c. Each party agrees as follows:
 - i. Each party shall give the other prompt written notice of the filing of each such claim and the institution of each such suit or action;
 - ii. No party shall, without the prior written consent of each other party, adjust, settle, or compromise any such claim, suit or action, with respect to this Agreement and the services contemplated herein.

H. COMPLIANCE WITH LAWS AND REGULATION.

Each party agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

I. INSURANCE.

At all times during the term of this Shared Services Agreement, each party shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk, and comprehensive general liability insurance with respect to this Agreement and the services contemplated herein, as shall be determined to be reasonably required. Each entity shall be obligated to pay for the cost of all such Insurance.

J. EVENTS OF DEFAULT.

Any one of the following shall constitute an event of default by any party:

1. Breach by any party of any obligation, representation, warranty, or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other party to the defaulting party; or, if such breach is of a type that cannot be cured within thirty (30) days, the failure of the defaulting party within such thirty (30) day period to commence and diligently pursue a remedy to such breach;
2. Failure by any defaulting party to perform any other term or condition of this Shared Services Agreement within thirty (30) days after written notice of such failure has been sent by any other party or, if such failure is of a type that cannot be cured within thirty (30) days, the failure of the defaulting party within such thirty (30) day period to commence and diligently pursue performance of such term or condition to completion;
3. The filing of a petition by the defaulting party in bankruptcy, or the filing of a petition in bankruptcy against a party which is not dismissed within sixty (60) days after such filing;
4. If a party is adjudged to be bankrupt or determined to be insolvent; or
5. If a party seeks reorganization or liquidation under any Federal or State bankruptcy law, or otherwise makes an assignment for the benefit of its creditors.

K. REMEDIES.

Whenever any Event of Default as described in Paragraph J above shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the Default has not been cured, the Non-Defaulting Party may take any and all action available to the Non-Defaulting Party within the confines of the law to enforce the performance and observance of any obligation, agreement, or covenant of the Defaulting Party under the terms of this Agreement, including termination of this Agreement by written notice to the Defaulting Party.

L. NO REMEDY EXCLUSIVE.

No remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Shared Services Agreement or which is now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

M. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any provision which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other future or continuing breach hereunder.

N. NO PERSONAL LIABILITY.

No covenant, condition, or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition, or agreement of any past, present or future officer, agent, or employee of the Authority or Municipality, in his or her individual capacity, and neither the officers agents or employees of the Authority or Municipality nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

O. MISCELLANEOUS.

1. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon each party and their respective successors and assigns.
3. Severability. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. Counterparts. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. Entire Agreement. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions, and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written, between the parties hereto.
6. Further Assurances & Corrective Instruments. All entities shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Services or to correct any inconsistent or ambiguous term hereof.
7. Headings. The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. Non-Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. Governing Law. The terms of this Shared Services Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity, and performance.

P. EFFECTIVE DATE.

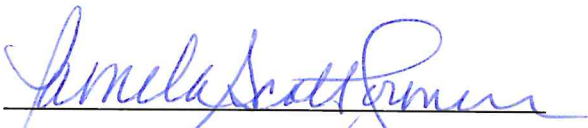
This Agreement shall be effective as of the 4th day of October, 2023, which date shall be considered the commencement date of this Agreement.

ATTEST:

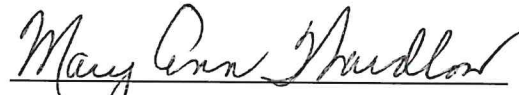
[*COUNTY*] COUNTY IMPROVEMENT
AUTHORITY

BY: _____
James Lex, Executive Director

BOROUGH OF LAWNSIDE



PAMELA SCOTT-FORMAN, RMC, CMR
BOROUGH CLERK



MARYANN WARDLOW
MAYOR

ADOPTED: OCTOBER 4, 2023

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