

#2006-21 JC Township Administrator



# WEST MILFORD PUBLIC SCHOOLS

GLENN KAMP  
SUPERINTENDENT

46 Highlander Drive, West Milford, New Jersey 07480  
(973) 697-1700 FAX (973) 697-8351 www.wmtps.org

Steven J. Cea  
Business Administrator/Board Secretary

Bernice Colefield  
Director of Education

Howard B. Heller  
Director of Special Services

April 3, 2006

Ms. Antoinette Battaglia, Township Clerk  
West Milford Township  
1480 Union Valley Road  
West Milford, NJ 07480

Dear Ms. Battaglia:

Enclosed is a fully executed copy of the Interlocal Service Agreement between the Township of West Milford and the Board of Education of the Township of West Milford for the period ending June 30, 2010. Also enclosed is an extract of the Regular Meeting minutes of March 28, 2006, approving this Agreement.

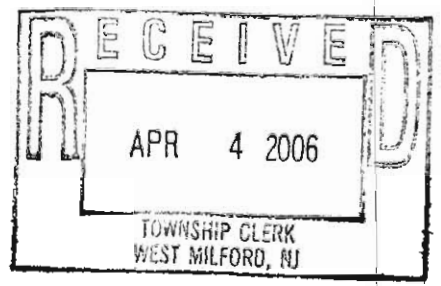
If you have any questions, feel free to contact me at (973) 697-1700, extension 128.

Sincerely,

Steven J. Cea  
Business Administrator/Board Secretary

tc

Enclosure





INTERLOCAL SERVICE AGREEMENT

BETWEEN

THE TOWNSHIP OF WEST MILFORD

AND

THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD

March 28, 2006

## INTERLOCAL SERVICE AGREEMENT

The Township of West Milford and the Board of Education (Board) of the Township of West Milford (Township) have agreed to the following terms and conditions concerning the use of Board owned athletic fields and the Macopin tennis courts by the Township's Parks and Recreation Department for a period ending June 30, 2010.

### FACILITIES

For the purpose of this agreement the athletic fields and tennis courts referred to herein shall describe the following:

- A. The athletic field to the rear of the Paradise Knoll School;
- B. The athletic field to the rear of the Marshall Hill School;
- C. The athletic field to the rear of the Apsawa School;
- D. The athletic field to the rear of the Maple Road School;
- E. The athletic field to the rear of and along side of the Upper Greenwood Lake School;
- F. The athletic field and baseball diamond at the existing High School;
- G. The athletic fields at Westbrook School;
- H. The tennis courts and athletic fields along the rear of the existing Macopin School.

### USE

Both parties are to have use of the athletic fields and tennis courts, but the Board shall have the primary use of the same for school events.

Recognition for secondary use of athletic fields and tennis courts are to be granted, with Board approval, to school sponsored groups such as the Parent Teacher's Association, the Highland Booster Club, High School Band Parents, West Milford Lions Club and any other Township organizations raising scholarship funds or other funds for the direct benefit of West Milford Township pupils, or for any other organization for which the Board has previously approved the use of said athletic fields and tennis courts. The Board will advise the Township of any such existing agreements.

Subject to such priority the Township's Parks and Recreation Department shall have use of the said fields and tennis courts at times when schools are not using them, and on days when schools are in session but no earlier than 45 minutes after regular school dismissal (intended to prevent any conflict with bus transportation, automobiles arriving for activity and any sports programs).

The Township agrees to have its Department of Parks and Recreation establish and maintain a calendar for the schedule of each athletic field and tennis courts. The Director

of the Parks and Recreation Department and the District's Supervisor of Operations are to meet as required to coordinate activities relative to this agreement.

The Township shall deny the use of said facilities to groups or individuals damaging and abusing Board or Township properties and further will deny use of said facilities to those who use alcoholic beverages or use tobacco products on school premises.

Organizations and groups who do not have an authorized Parks and Recreation Department permit are not authorized to use designated school athletic fields and tennis courts and, therefore, may be ordered from the facilities as trespassers by the police. The Township shall send a list of authorized permit holders to the District's Supervisor of Operations to ensure compliance.

#### MAINTENANCE AND SAFETY REPAIRS

The Township shall be responsible for the lining and grooming of athletic fields including dragging, raking, etc. for Parks and Recreation scheduled activities during the year. Additionally, the Township shall be responsible for the repair of lighting fixtures at the Marshall Hill athletic field and Macopin tennis courts. The Board will provide technical assistance whenever practical. The Township will also be responsible for removal of containerized trash as per the following schedule: The Township will remove containerized trash at Paradise Knoll School and Marshall Hill School athletic field sites for the entire year. At all other Board sites named within the agreement, the Township will remove containerized trash from the date school closes in June to the date school reopens in September.

The Board shall be responsible for the basic maintenance of the Board athletic fields and the Macopin tennis courts due to use, wear and tear or vandalism; maintenance shall include the cutting of grass, repair of infields including the addition of clay as needed, general clean up repairs and restoration of the athletic fields.

Any unsafe condition occurring on athletic fields or courts caused by the above or by weather conditions, shall be sufficient reason to suspend assigned activities to that area until safe conditions are restored. Groups that use the fields shall ensure that the activities are conducted in a responsible manner, and shall ensure placement of all debris in the proper receptacle by their members.

#### UTILITIES

The Township shall pay any and all electric energy charges for the lights installed at the Macopin tennis courts and at the athletic fields at Marshall Hill School.

### EXCLUSION

Both parties understand that unless specific written approval is given in advance, after due request is made, that the school building facilities, which include bathrooms, lockers, and shower rooms, are not to be made available to the Township's Parks and Recreation Department or participants.

### PROTECTION

The Township shall make every effort, with the cooperation of the Department of Police, to provide patrol of not only the athletic fields and tennis courts, but also of all school buildings and properties.

### INSURANCE

The Township agrees to include the athletic fields and tennis courts designated as above in its liability insurance coverages for Township recreational activities and such other insurances as may be necessary to protect the Township facilities, furnishing the Board with certificates of such coverage. The Township agrees to save harmless the Board and all claims which may be made against the Board by reason of Township use of said athletic fields and tennis courts. Additionally, the Township shall name the Board as a named insured under the Township's insurance policy.

### BREACH

Should either of the parties hereto claim a breach of any of the provisions of this lease, written notice thereof shall be given by it to the other, advising of the alleged breach. A joint meeting between the parties or their duly authorized representatives should be held within thirty days after notice is given, in order to discuss and resolve the alleged claim of breach. If after such meeting is held the breach is not resolved, either party shall have the right to terminate the use of such athletic field or tennis court by proper written notice. The termination shall be effective immediately, if feasible, and no more than 30 days following receipt of written notice.

### TERMINATION

The Township and the Board shall have the right to 30-day termination for the use of any one or more to said athletic fields or tennis courts after a resolution has been duly adopted by the Township Council or the Board and conveyed to the other party. In the event of termination by the Township, any improvements installed will become the property of the

Board. If the Board should terminate the agreement, a pro rata payment for the Township funded improvements will be made to the Township based on the expected rated life of the improvement, as negotiated prior to the installation.

EXPIRATION

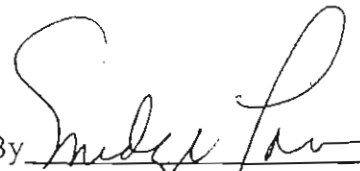
Three months prior to expiration of this agreement, the parties shall negotiate a renewal.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective Mayor and/or President, and duly attested by their Township Clerk and/or Board Secretary, effective the day and year first written above.

THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, IN  
THE COUNTY OF PASSAIC

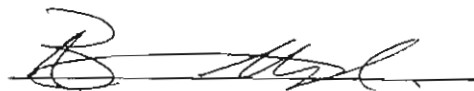
ATTEST:

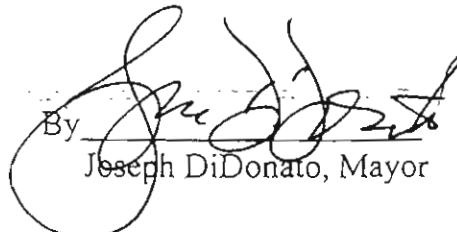
  
Steven Cea, Board Secretary

By   
Midge Touw, President

THE TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC

ATTEST:

  
Antoinette Battaglia, Township Clerk

By   
Joseph DiDonato, Mayor