

AGREEMENT DRAFT

AGREEMENT PROVIDING FOR THE SHARED COST OF CERTAIN IMPROVEMENTS TO THE MOSELE RECREATIONAL FACILITIES AND OTHER UNDERTAKINGS

THIS AGREEMENT, dated March , 2023

BETWEEN

THE TOWNSHIP OF MENDHAM, a municipal corporation of the State of New Jersey
having offices at 2 West Main Street Brookside, NJ 07926

(hereinafter "Township" and or "Municipality"),

AND

THE MENDHAM TOWNSHIP RECREATION COMMITTEE, THE SPORTS
ASSOCIATION (TWIN BORO BEARS/MENDHAM CHESTER LITTLE LEAGUE), a limited
liability company of the State of New Jersey having an office
at

(hereinafter "Association" and or "Youth
Sports Association")

WHEREAS, there exists in and about the Township of Mendham certain municipally
owned lands which have uses restricted to open space, passive recreation and active recreation;
and

WHEREAS, the municipally owned property known as the Mosele Preserve has been
used for many years for active recreation, particularly for youth football, baseball and soccer; and

WHEREAS, the Township has been providing maintenance for these paying fields in the
form of basic repair, seeding, and grass cutting; and

WHEREAS, the Association has coordinated with the Township Department of
Recreation regarding the use of these fields; and

WHEREAS, the Township of Mendham has, as have all New Jersey municipalities
struggled with the budgetary constraints associated with recreational fields and programs; and

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WHEREAS, popularity of youth sports has resulted in the heavy use of these fields, which includes hours after sunset with the use of portable non-permanent lighting; and

WHEREAS, the lighting equipment which was first permitted on a trial basis on or about 2012 has become antiquated and expensive or impossible to maintain and has otherwise not provided the safety to the athletes available from properly installed field lighting; and

WHEREAS, the Association has requested that the Township install permanent lighting and convert the playing surfaces (grass) to artificial turf; and

WHEREAS, the cost of artificial turf and permanent lighting is such that the Township cannot reasonably absorb the same; and

WHEREAS, the Association has approached the Township with a plan to table the request for artificial turf and to share the cost of permanent lighting; and

WHEREAS, the parties wish to memorialize the terms of that cost sharing:

Now Therefore it is agreed between the parties as follows:

1. The Township shall develop a proposed lighting plan with input from the Association.
2. The anticipated cost of the purchase and installation of the lighting is \$_____.
3. The parties agree that this cost shall be divided between them with the Township paying 50% and the Association paying 50% (TBB)
4. The parties agree that this cost shall be divided between them with the Township paying 80% and the Association paying 20% (MCBS)
5. The Association shall deposit its portion of the funding with the municipal treasurer at which time the Township shall place the order for the lighting.
6. The Township shall assume responsibility for remainder of the cost and the installation and electrification of the lighting.
7. Ongoing electrical expense shall be the responsibility of the Township.
8. In recognition of the expense of the permanent lighting and other upgrades to the parking the parties agree that any conversion of all or one of the playing fields to artificial turf or addition of field space shall be tabled for **fifteen (15) years**.
9. Notwithstanding this agreement, the Mendham Township Recreation Department remains the sole authority for the scheduling of field use and allocation between users.

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10. The Township remains the sole authority for the establishment of hours of operation and the permitting of any upgrades or modifications to the property.
11. Notwithstanding the investment by the Association, no rights of ownership or interest beyond those of the other citizens of the Township shall accrue to the Association and it shall have no right to demand preferential treatment or special dispensations.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, as follows:

In witness whereof, the parties signing below, each represent to the other that they are duly authorized and empowered to execute this agreement.

Dated_____

TOWNSHIP OF MENDHAM

By: Nicholas Monaghan, Mayor

ATTEST:

Dated_____

SPORTS ASSOCIATION, LLC

By:_____

ATTEST:
