

THIS AGREEMENT, made this 25 day of Nov
Nineteen Hundred and Sixty-nine, by and between the Town of
Nutley, a municipal corporation located in the County of Essex
and State of New Jersey, hereinafter referred to as the "Town",
and the BOARD OF EDUCATION OF THE TOWN OF NUTLEY, a
school district comprising the Town of Nutley, in the County of
Essex and State of New Jersey hereinafter referred to as the "Board"

WITNESSETH:

WHEREAS, a certain agreement was entered into on the
16th day of August, 1966 by and between the parties hereto; and

WHEREAS, the parties hereto being the same parties in
the agreement aforementioned desire to amend said agreement

NOW, THEREFORE, in consideration of the mutual promises
and covenants herein contained, it is agreed between the parties as
follows:

1. Paragraph 4 of the aforementioned agreement is hereby
amended to read as follows:

The town agrees to authorize an appropriation in an amount
not in excess of \$210,000.00 for the improvement, equipping,
and construction of buildings and structures on the within
described lands and premises, to convert the same into
athletic fields, playgrounds and recreational areas.

2. Paragraph 5 of the aforementioned agreement is hereby
amended to read as follows:

The Board agrees to reimburse the Town for one-half of the
total cost of the project up to but not exceeding the sum of

\$105,000.00, and in addition to reimburse the Town for any interest charges incurred by the Town in financing the Board's share of said project. In the event the costs of the project exceed the sum of \$210,000.00 and both the Town and the Board agree to the additional cost, then the Board agrees to pay one-half of the new total cost. The Board agrees to pay its share of such costs to the Town in the following manner:

- A. \$60,000 on or before December 31, 1969.
- B. The balance, together with any interest charges incurred by the Town in financing the Board's share of the project, on or before June 30, 1970.

3. Paragraph 8 of the aforementioned agreement is hereby amended to read as follows:

Both parties agree to co-operate at all times in scheduling the use of the facilities. Each party shall be responsible for preparing the facilities for their own particular daily events.

4. Paragraph 9 of the aforementioned agreement is hereby amended to read as follows:

The agreement shall remain in full force and effect until December 31, 1989 and from year to year thereafter, provided, however, that either party shall have the right to terminate this agreement as of December 31st of any year, on or after 1989, by giving the other party at least one year's written notice of its intent to terminate the same, and pro-

vided further that in the event the legal voters of the school district should authorize construction of a school on the lands of the Board covered by this agreement, said lands shall thereafter be withdrawn from use under this agreement, and the Board shall be relieved of paying its share of the operating and maintenance costs for all calendar years thereafter beginning with the calendar year immediately succeeding such authorization.

IN WITNESS WHEREOF this agreement has been signed, sealed and delivered the day and year first above written.

TOWN OF NUTLEY

BY: _____
Harry W. Chenoweth, Mayor

ATTEST:

BOARD OF EDUCATION OF THE TOWN OF NUTLEY

BY: _____
President

ATTEST:
