



## **WARRINGTON TOWNSHIP BOARD OF SUPERVISORS MINUTES FOR JANUARY 22, 2013**

The regular meeting of the Warrington Township Board of Supervisors was held on January 22, 2013, 7:30 p.m., at the Township Building located at 852 Easton Road, Warrington, PA 18976. The members present were as follows:

### **ATTENDANCE:**

Gerald Anderson, Chairperson; John Paul, Vice Chairperson; Marianne Achenbach, Secretary/Treasurer; Matthew W. Hallowell, Sr., and Shirley A. Yannich, members. Staff present were Timothy J. Tieperman, Township Manager; William R. Casey, Esq., Township Solicitor; Richard Wieland, Township Engineer; Barbara Livrone, Executive Assistant to the Township Manager; and Barry Lubner, Chief Financial Officer.

### **MOMENT OF SILENCE**

Mr. Anderson asked for a moment of silence.

### **PLEDGE OF ALLEGIANCE**

Boy Scout Troop #137 opened the meeting with a pledge to the flag. Scoutmaster Craig Burdulis explained that the scouts were in attendance to learn more about local government to fulfill their merit badge requirements. .

### **EXECUTIVE SESSION REPORT**

Mr. Anderson reported that there was an executive session held to discuss advisory board appointments.

### **SWEARING IN OF NEW FIREFIGHTER & SPECIAL COMMENDATION**

District Judge Jean Seaman inducted the following new officers into the Warrington Volunteer Fire Company: 1) Chief 29 Michael Bean; 2) Deputy Chief 29 Joe Fuchs; 3) Captain Eric Woodring; 4) Captain 29-1 Paul Martin; 5) Lieutenant 29 Andrew Hochmuth; 6) Lieutenant 78 Steve Hughes; 7) Safety 29 Scott Martin; 8) Safety 78 Ollie Groman; and 9) Chief Engineer Gary Butterworth. Not present was the following: Captain Tim Campbell who was on duty.

Chairman Anderson presented a commendation resolution and a plaque recognizing Christopher Harvey, Battalion Chief 29 acknowledging his commitment and contribution to the township and expressing its appreciation for his twenty-six (26) years of service to Warrington Township Fire Company #1. The Board of Supervisors thanked him for his selfless efforts and wished him well in the future.

Mr. Anderson thanked the fire company for their time and service that they put in on behalf of Warrington Township.

**APPROVAL OF BILL LIST:****1. January 8, 2013 – January 22, 2013      \$598,905.44**

Mrs. Achenbach motioned, seconded by Mr. Paul, to approve the bill list from 01/08/13 to 01/22/13 totaling \$598,905.44. This motion passed by a roll call vote of 5-0.

**APPROVAL OF MINUTES:****2. January 7, 2013**

Mr. Paul motioned, seconded by Mr. Hallowell, to approve the January 7, 2013 Meeting Minutes. The motion passed by a vote of 5-0.

**MINUTES FOR POSTING:****3. December 18, 2012**

Mr. Paul motioned, seconded by Mrs. Yannich, to approve the posting of the December 18, 2012 Meeting Minutes. The motion passed by a vote of 5-0.

**4. January 8, 2013**

Mr. Paul motioned, seconded by Mrs. Yannich, to approve the posting of the January 8, 2013 Meeting Minutes. The motion passed by a vote of 5-0.

**PUBLIC COMMENT**

- John McConnell (206 Trellis Drive) asked for status report on the notice of violation issued to Victory Gardens. Mr. Anderson responded that the owner has thirty (30) days to respond.

**OLD BUSINESS:****5. Consider adoption of Southeastern Pennsylvania Regional Fire Fighting Task Force Participation Agreement**

Mr. Paul motioned, seconded by Mrs. Achenbach, to adopt the Southeastern Pennsylvania Regional Fire Fighting Task Force Participation Agreement. The motion passed unanimously. (*See Attachment A*).

**NEW BUSINESS (ACTION/DISCUSSION ITEMS):****6. Consider Preliminary/Final Development Plan for Penn Valley Pump.**

Mr. Paul motioned, seconded by Mr. Hallowell, to approve the preliminary/final development plan for Penn Valley Pump. The motion passed unanimously. (*See Attachment B*)

**7. Consider adoption of amendments to Chapter 5 of the Warrington Township Code of Ordinances, Part 4, Property Maintenance Code. (advertised 1.15.13).**

Mr. Paul motioned, seconded by Mrs. Yannich, to adopt the amendments to Chapter 5 of the Warrington Township Code of Ordinances, Part 4, Property Maintenance Code (advertised 1.15.13). The motion passed unanimously. (*See Attachment C*).

8. **Discuss draft policy on township liability on personal property damage.**

The Board discussed the draft liability policy on personal property damage. This item will be on the Board's February 12 agenda for approval, which will reflect the Township Solicitor's review.

9. **Resolution affirming post-DROP employment arrangement with Chief Miller.**

Mr. Anderson motioned, seconded by Mr. Paul, to affirm the post-DROP employment arrangement with Chief Miller. The motion passed unanimously. *(See Attachment D).*

10. **MANAGER'S REPORT:**

a. **Consent Item: Bucks County Consortium Pipe Bid Award**

Mr. Paul motioned, seconded by Mr. Hallowell, to award the Bucks County Consortium Pipe and Precast Bid to Ferguson Waterworks for certain items enumerated in Staff's January 18, 2013 memorandum. Mr. Tieperman said that the Township would be re-advertising the remaining items for which there were no qualified bidders. *(See Attachment E).*

b. **Consent Item: Consider approval of Snow and Ice Policy.**

Mr. Paul motioned, seconded by Mrs. Achenbach, to approve the Snow and Ice Removal Policy as revised. The motion passed unanimously.

Mr. Anderson announced that this Snow and Ice Policy would be put on the website as well as printed in the next issue of "The Link". Mr. Tieperman reported that he would send out a press release announcing this new policy. *(See Attachment F).*

c. **Consent Item: Consider 2013 Pool Management Contract.**

Mr. Paul motioned, seconded by Mrs. Achenbach, to renew the contract with American Pool Management, Inc. to manage the Mary Barnes Swim & Tennis Club for the 2013 season at a reduced fee of \$125,000. The motion passed unanimously. *(See Attachment G).*

11. **CHAIRMAN'S REPORT:**

a. **Board and Commission Appointments**

Mr. Paul motioned, seconded by Mrs. Achenbach to approve the following Board appointments:

- Janet Bennett: Bike & Hike Committee
- Alyson Dedeian: Environmental Advisory Council
- Claude L. Higgins: Veteran Affairs Committee
- Jennifer Gilbert: Bike and Hike Trails Committee
- Jordan T. Bires: Open Space and Land Preservation Task Force

The motion passed unanimously.

**b. Titus Road**

Mr. Anderson notified the Board that PennDOT is seeking a monetary commitment from the Valley Gate development to improve access off of Titus Avenue. He recommend that the Board authorize him to send a letter to PennDOT requesting the developer donate a minimum \$50,000 to Warrington Township for general traffic improvements in the area.

Mr. Paul motioned, seconded by Mr. Hallowell, to authorize Chairman Anderson to send a letter to PennDOT advising them of the situation on Titus Road and to request a donation of \$50,000 from the Valley Gate developer. The motion passed unanimously.

**c. Business Privilege Tax Update**

Mr. Paul motioned, seconded by Mrs. Achenbach to direct CFO Barry Luber to process all refunds, including earned interest, associated with the Business Privilege Tax, which was recently ruled invalid by the PA Supreme Court. These refunds will be ready for approval as part of the February 12, 2013 Bill List. The motion passed unanimously.

**d. Executive Session**

Mr. Anderson announced that there would be an executive session after tonight's regular meeting to discuss litigation related to Happy Tymes.

**12. ENGINEER'S REPORT:****a. 2013 Road Program Update**

Mr. Wieland gave a progress report on the 2013 Road Program. Given a \$700,000 working budget, he stated that the road resurfacing portion – associated with the Palomino Farms sanitary sewer repairs – would be around \$200,000. This will be a separate bid around midyear.

Regarding the remaining \$500,000, he has targeted sixteen (16) additional roads for further review by the Public Works Department. March 1, 2013 is the target date for these bids. Further updates will be provided at the next meeting.

**12. SOLICITOR'S REPORT:****a. Malcolm's.**

Mr. Casey reported that Malcolm's is still in the pleading stage. He said the defendants have until January 30, 2013 to respond.

**b. Meridian Code Improvements**

Mr. Casey reported that T. Schieffer Contractors have been authorized to move forward with the Meridian repair work. He said Staff's awaiting the insurance certificate before work can commence. Mrs. Yannich recused herself from any discussion on this topic since she is a Meridian resident.

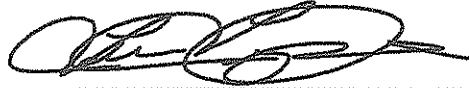
c. **Lamplighter's Villas, Phase 4.**

Mr. Paul asked the Staff to contact the Bucks County Conservation District to determine whether a permit was issued or required for the stabilization of the existing dirt pile adjacent to Lamplighter Villas (Phase 4). Mr. Casey agreed to send a letter to Redus on this matter. Mr. Paul further stated that the abandoned house and trailer have multiple violations and should be razed immediately. Mr. Casey informed the Board that Katz has been issued a 2-week deadline to address these structures; else the Township will have to demolish the structures and place a lien thereon.

**ADJOURNMENT**

Mr. Paul motioned, seconded by Mrs. Achenbach, to adjourn the meeting at 8:40 p.m. The motion passed unanimously.

Edited and Reviewed By:



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Timothy J. Tieperman, Township Manager

# ATTACHMENT “A”

**SOUTHEASTERN PENNSYLVANIA**  
**REGIONAL FIRE FIGHTING TASK FORCE**  
**PARTICIPATION AGREEMENT**

THIS AGREEMENT, made this 22nd day of January, 20 13, by and between the Bucks County, Pennsylvania Division of Emergency Services, the **Township of Warrington** and the **Warrington Township Fire Company**, all of whom duly exist under the laws and statutes of the Commonwealth of Pennsylvania.

WITNESSETH, as follows:

WHEREAS, Municipalities are empowered by the Legislature to enter into contracts to provide adequate levels of protection from emergencies for their municipalities;

WHEREAS, applicable statutes have determined that the mutual sharing of emergency resources can provide for a high level of protection from emergencies for their residents;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, intending to be legally bound hereby do covenant and agree, as follows:

**ARTICLE I: Scope of Service**

The Parties hereto agree to provide protection in the form of mutual aid assistance to municipalities as designated by the Five (5) County Southeastern Pennsylvania Regional Fire Fighting Task Force in accordance with the terms and conditions set forth herein.

**Warrington Township** agrees to permit the **Warrington Township Fire Company** to provide apparatus and manpower for said purpose when requested as part of a county-wide mutual aid agreement, inter-municipal agreement, and inter-state or intra-state mutual aid agreements as part of the activities of the Southeastern Pennsylvania Regional Fire Fighting Task Force, or when otherwise requested or dispatched through the Bucks County 911 Emergency Communications Center.

Services of this type shall only be provided when requested by the incident commander or authorized designee at an incident location, the county 911 center or the county emergency management coordinator where the incident occurs.

Intra-State and Inter-State mutual aid requests for assistance shall be made to the County 911 Center or County Emergency Management Coordinator or authorized designee in the responding county.

Intra-State and Inter-State mutual aid requests for assistance may also be made through the Pennsylvania Emergency Management Agency.

Requested Assistance may include response of designated Task Force Fire apparatus and personnel in addition to those services specifically defined in The Emergency Management Services Code, Act of November 26, 1978, P.L. 1332, No. 323 35 Pa. C.S.A. SS 7101, et seq. and as amended by P.L. 1098 ACT 93 of October 8, 2008.

Requested services from the Fire Fighting Task Force must be properly dispatched by the Bucks County 911 Emergency Communications Center.

The County 911 Center shall advise the Bucks County Emergency Management Coordinator or his authorized designee of all requests for mutual aid from the Bucks County Fire Fighting Task Force.

The **Warrington Township Fire Company** is authorized to provide emergency response consistent with the above paragraph's and is authorized to participate in Southeastern Pennsylvania Regional Fire Fighting Task Force sponsored/authorized training schools, emergency exercises, and other emergency preparedness planning activities or functions typically attended to and participated in by volunteer emergency service organizations.

#### **ARTICLE II: Command Authority**

The Chairman of the municipal governing body and/or the senior ranking individual present from the designated Emergency Management Agency representing the municipality to which mutual aid is being furnished shall be in charge of all emergency operations within his or her municipality.

Task Force Units providing mutual aid under the terms of this AGREEMENT shall operate within the command authority of the Officer in Charge of the emergency operation to which they are responding during the course of rendering the requested assistance.

#### **ARTICLE III: Compensation and Insurance**

The Parties hereto agree to provide Workers' Compensation, and/or other sufficient insurance to cover their career and volunteer emergency services personnel as they undertake Emergency Operations within and outside of their respective municipalities under the terms of this AGREEMENT.

Response to Mutual Aid requests by the **Warrington Township Fire Company** under the terms of this AGREEMENT shall be recognized and authorized by the municipality to participate in the response activities of the Southeastern Pennsylvania Regional Fire Fighting Task Force.

For the purpose of Worker's Compensation, members of the **Warrington Township Fire Company** who participate as Leaders, Officers, and/or Fire Fighting Personnel who are duly recognized as members of the Southeastern Pennsylvania Regional Fire Fighting Task Force are covered by the terms of this AGREEMENT.

Municipalities who are parties to this AGREEMENT shall also provide or cause their Emergency Services Departments to furnish adequate Liability Insurance to cover their respective emergency service personnel and apparatus during responses to authorized requests for mutual assistance.

Municipalities receiving mutual assistance pursuant to this AGREEMENT are relieved of any Liability incurred by emergency service agencies other than their own.

No Party hereto shall be required to reimburse another municipality or its emergency services agencies for mutual aid services for the first eight (8) hours of an incident.



#### ARTICLE IV: Term of Agreement

This AGREEMENT shall be effective upon execution, as evidenced below, by the Authorized officials of the respective Parties hereto, and shall continue in full force and effect until terminated.

Any Party wishing to terminate their involvement in this AGREEMENT may do so by notifying all other Parties hereto, in writing, of their intent to withdraw at least ninety (90) days prior to the Date of Termination.

Withdraw by Any Party from this AGREEMENT shall not effect the responsibilities and duties of the Remaining Parties hereto.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seal the day and year above written.

Municipality: Township of Warrington Fire Company: Warrington Township Fire Company

By:  By Chief:  Michael Bean

Title: Chairman Warrington Date: 1/18/13

Date: 1-22-13

County of Bucks – Division of Emergency Services

By:  Director

Date: 1/17/13 SCOTT T. FORSTER

# ATTACHMENT “B”



**RESOLUTION 2013-R- 10**

**PRELIMINARY FINAL PLAN APPROVAL**

**PENN VALLEY PUMP**

**WHEREAS, KEITH, VALEREE and LESLIE J. BURRAGE** (hereinafter the "Applicant") have submitted a preliminary- final land development plans proposing a 3,007 square addition to an existing warehouse and a 7,866 square foot addition to an existing office building on the western side of Easton Road near Oxford Road. The site will also be served by public water and sewer; and

**WHEREAS,** the submission includes:

- (A) A Final Land Development Plan, as prepared by Showalter & Associates, consisting of eleven (11) sheets, dated April 12, 2011, last revised September 18, 2012.
- (B) A post construction Stormwater Management Report, dated April 12, 2011, last revised September 18, 2012.

**NOW, THEREFORE,** be it, and it is hereby RESOLVED by the Board of Supervisors of Warrington Township, Bucks County, Pennsylvania, that the Plan is hereby approved as Preliminary Final Plan, subject to the following conditions with which the Applicant agrees:

1. Prior to the signing of the final plans and their being recorded, Applicant shall comply with the requirements of the review letter from Carroll Engineering Corp., dated January 11, 2013.
2. The Applicant is granted a waiver from Appendix G.1.B of the Warrington Township Subdivision and Land Development Ordinance requiring an Environmental Impact Assessment as no negative environmental impacts are anticipated from the proposed improvements.
3. Prior to the signing of the final plans and their being recorded, Applicant shall

document all approvals, permits, certificates and the like necessary to complete the Project, and to make all required submittals to any State and Federal agencies that must issue such approvals, permits, certificates and the like related to the Project.

4. Prior to the recordation of the final plans, all necessary documents shall have been prepared and executed by the appropriate parties as are referenced in the engineer's letter and Applicant agrees to execute a development agreement with escrow as determined by the Township engineer, to provide financial security for the installation of necessary improvements.

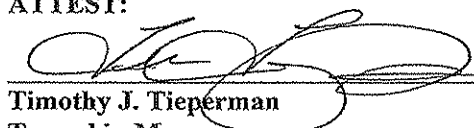
5. The Applicant shall comply with the terms and conditions of the Memorandum from the Warrington Township Planning Commission dated September 20, 2012.


6. The Township is in receipt of a review letter from the Bucks County Planning Commission dated December 11, 2012.

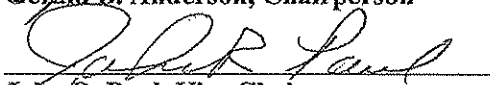
RESOLVED, this 22<sup>nd</sup> day of January 2013.

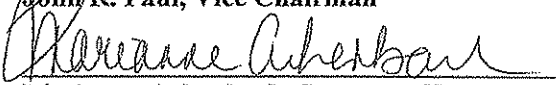
BOARD OF SUPERVISORS OF WARRINGTON TOWNSHIP

ATTEST:

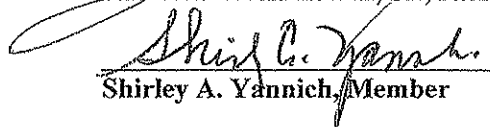
  
Timothy J. Tieperman  
Township Manager

  
Gerald B. Anderson, Chairperson

  
John R. Paul, Vice Chairman

  
Marianne Achenbach, Secretary-Treasurer

  
Matthew W. Hallowell, Sr., Member

  
Shirley A. Yannich, Member

# ATTACHMENT “C”

**ORDINANCE 2013 – Q-01**

**AMENDING THE WARRINGTON TOWNSHIP PROPERTY MAINTENANCE CODE**

WHEREAS, the Board of Supervisors of Warrington has deemed it advisable to amend the enforcement provisions of the Code of Ordinances, Part 4, Property Maintenance Code; and

NOW THEREFORE, be it ENACTED and ORDAINED and IT IS HEREBY ENACTED and ORDAINED, that the Board of Supervisors of Warrington Township, Bucks County, Pennsylvania, hereby amends Part 4, Property Maintenance Code of Warrington Township as follows:

**§403 Penalties**

It shall be a violation for any person to fail to comply with a notice of violation or order served in accordance with the Property Maintenance Code of Warrington Township. Upon conviction thereof in an action brought before a District Justice in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, the defendant shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fines and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part 4 continues, or each section of the Property Maintenance Code of Warrington Township which be found to have been violated, shall constitute a separate offense.

ORDAINED and ENACTED this 22nd day of January, 2013.

**WARRINGTON TOWNSHIP BOARD OF SUPERVISORS**

**ATTEST:**

\_\_\_\_\_  
Timothy J. Tieperman  
Township Manager

\_\_\_\_\_  
Gerald B. Anderson, Chairperson

\_\_\_\_\_  
John R. Paul, Vice-chairperson

\_\_\_\_\_  
Marianne Achenbach, Secretary-Treasurer

\_\_\_\_\_  
Matthew W. Hallowell, Sr., Member

\_\_\_\_\_  
Shirley A. Yannich, Member

# ATTACHMENT “D”

RESOLUTION 2013-R- 09

WHEREAS, Police Chief James Miller is currently retired under the Deferred Retirement Option Program (DROP) which ends on February 28, 2013; and

WHEREAS, Chief Miller has expressed a willingness to continue serving as Chief for an indefinite period until such time that an adequate succession plan can be implemented in the Department to ensure no administrative disruption to this important department; and

WHEREAS, the Township Manager has negotiated an amicable employment arrangement for the Chief to continue serving in his post effective March 1, 2013 (*Exhibit A*);

NOW, THEREFORE, BE IT RESOLVED by the Warrington Township Supervisors that it hereby accepts the Township Manager's recommendation to retain the employment of Chief Miller to serve in the position of Chief subject to the terms and conditions negotiated by the Township Manager and until such time that a permanent successor has been named.

RESOLVED, this 23<sup>rd</sup> day of January, 2013.


BOARD OF SUPERVISORS OF WARRINGTON TOWNSHIP

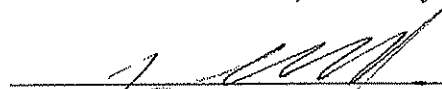
ATTEST:

  
Timothy J. Tieperman  
Township Manager

  
Gerald B. Anderson, Chairperson

  
John R. Paul, Vice Chairman

  
Marianne Achenbach, Secretary-Treasurer

  
Matthew W. Hallowell, Sr., Member

  
Shirley A. Vannich, Member



# ATTACHMENT “E”

# Warrington Township



852 EASTON ROAD, WARRINGTON, PA 18976

215-343-9350 ■ FAX 215-343-5944

[www.warringtontownship.org](http://www.warringtontownship.org)



## BOARD OF SUPERVISORS

GERALD B. ANDERSON, Chairperson

JOHN R. PAUL, Vice Chairperson

MARIANNE ACHENBACH, Secretary-Treasurer

MATTHEW W. HALLOWELL, SR., Member

SHIRLEY A. YANNICH, Member

TOWNSHIP MANAGER

TIMOTHY J. TIEPERMAN

MEMO TO: Board of Supervisors

ATTN: Tim Tieperman

FROM: Roy Rieder *RR*

DATE: January 18, 2013

RE: 2013 BUCKS COUNTY CONSORTIUM PIPE BID

### Background

Bids for the 2013 Bucks County Consortium Pipe and Precast Bid were opened at 10:00 AM on Monday, January 14, 2013 at the Warrington Township Building. There were three bidders: Commonwealth Precast, Inc., Ferguson Waterworks, and Hajoca Corporation.

No bidder submitted price quotations on every line item in the contract. The low price for each line item of the bid is shown highlighted on the attached spreadsheet.

After opening the bids, the supporting bid documents were reviewed to determine if the bids were complete. The review indicated that Commonwealth Precast, Inc., failed to have the principal execute the Bid-Bond; also, no supporting documents for Hajoca Corporation were included with the bid. The supporting documents submitted by Ferguson Waterworks were found to be complete.

### Recommendation

The staff recommendation is to award a contract to Ferguson Waterworks for the following items:

- 15" RCP
- 18" RCP
- 24" RCP
- 30" RCP
- 15" dia. 16 gauge corrugated steel pipe
- 18" dia. 16 gauge corrugated steel pipe
- 17" x 23" steel bands
- Geotextile filter fabric roll
- 12" dia. smooth poly pipe

The staff further recommends that the Board of Supervisor authorize advertisement for bids for all of the remaining items.

*Warrington . . . gateway to Bucks County*

# ATTACHMENT “F”



## **WARRINGTON TOWNSHIP SNOW AND ICE REMOVAL POLICY**

### ***Purpose***

The purpose of this policy is to define and outline snow and ice control procedures in Warrington Township. This policy supersedes all previously written documents or unwritten Township policies regarding snow and ice control.

### ***General Guidelines***

The policy's intent is to provide a uniform understanding of the priorities used to combat snow and ice related road conditions. Each winter storm has unique characteristics. Climatological factors such as storm intensity, duration, wind, temperature and moisture content affect the total amount of snow/ice accumulation and thus the proper response to these conditions.

The Public Works Department endeavors to maintain adequate traction for vehicles properly equipped for winter driving conditions. This does not mean bare, dry pavement should be expected after each snowfall. Furthermore, this does not mean the streets will be free of ice and snow.

The aim of snow and ice control operations is to return street surfaces to normal winter conditions as soon as feasible within the limitation of the policy and the Township's limited resources. The desired results can usually be attained by the proper use of storm forecasts, personnel, equipment and materials. However, flexibility is needed to adapt to the variety of circumstances and conditions during a snow or ice storm.

### ***Response Triggers***

During snow and ice conditions, calls from the Police and Fire Departments regarding accidents, medical or other emergency situations are given top priority. The Public Works Department does not respond to unverified "emergency" requests from the public. Such requests are referred to the department best equipped to verify and respond to the emergency. Upon request of the appropriate agency, the Public Works Department will provide assistance as necessary.

### ***Priority System***

In order to establish an effective program for dealing with the treatment of many miles of road, the Township has developed a priority response system. The entire Township roadway network is designated as Priority I, II or III type roads.

### *Priority I*

The Priority I roads entail the main collector roads and corridors through the Township. Also included under Priority I are any emergency response facilities, to which one (1) DPW crew shall be assigned at all times. Of these facilities, the township building shall be plowed last.

### *Priority II*

Priority II roads are considered major secondary roads which link or tie into the Priority I roads.

### *Priority III*

Priority III road represent the remaining portions of Warrington's roadway system, primarily subdivision roads and cul-de-sacs.

Once all Priority I-III roads have been plowed, DPW crews then proceed to push back any intersections that may require additional treatment. Only after this phase do the crews move into the Priority IV areas.

### *Priority IV*

Priority IV are low priority and non-roadway locations that will only receive snow and ice control treatment after the Priority I-III areas have been adequately addressed to mitigate all public safety hazards.

These low priority areas include parks and trail systems and their treatment shall be at the sole discretion of the Public Works Director based on the storm's severity. Tennis and basketball courts are not plowed. Under no circumstances shall overtime or private contractors be used to address these areas.

The new 202 Parkway Trails and trailheads shall be considered Priority IV areas.

All Priority IV area shall receive a sand treatment only. All trails shall be properly marked advising residents that trails may not be maintained during extreme weather conditions.

### ***Plowing Procedures***

When snow is predicted to accumulate greater than two-inches (2"), all trucks shall be mounted with plows. Plowing starts when snow accumulates between 2 ½ and 3 ½ inches depending on air temperature.

Pre-treatment of roads with a 50/50 salt/cinder combination begins when either the Police Department notifies Public Works or when DPW response crews observe slippery conditions. The Department plows all priority roads simultaneously using the sector system.

Plowing and salting will be done simultaneously. If the storm continues in intensity and snow is falling heavily, plowing will continue on Priority I roads, but salting shall be suspended

in order to save material. As long as snow continues to fall, plowing shall be restricted to Priority I roads only, unless otherwise directed by the supervisor in charge.

Once the snow stops, plowing and salting shall resume on the assigned Priority I, II and II roads until all roads are complete.

Plowing routes will be established in writing and a list of all routes will be given to each truck driver to use as a reference guide within each district.

### *Use of Private Contractors*

The equipment necessary to supplement the Township's trucks or loaders will be hired on an as-needed basis for each storm. The Township will assign one of its own trucks to each sector handled by a subcontractor to resolve any customer complaints that may arise and to supervise the plowing quality of each private contractor. It will continue to be a policy to hire trucks for salting and plowing as necessary and the decision to activate their use shall be at the discretion of the Director of Public Works or his designee.

### *Annual Bidding Process*

In most cases, all hired equipment will be on contract pursuant to an annual bidding process to comply with state liquid fuel regulations.

### *Emergency Procurement Procedures*

During severe snow emergencies, it may become necessary to hire additional equipment for hauling snow and clearing parking areas. In these rare circumstances, prices will be obtained by the Director of Public works or his designee and approval for hiring would be at the discretion of the Township Manager after consultation with the Board Chairman and Township Solicitor.

### *Other Policy Provisions*

- DPW crews will salt highly-trafficked Township sidewalks in conjunction with the roads. Sidewalks will only be treated with salt or an additional product. Sidewalks and connecting trails to schools receive the highest priority.
- State highways are not plowed unless there is a state of emergency declared by Warrington Township and/or PennDOT requests plowing assistance.
- Township crew assignments are made in such a manner to comply with all regulations related to CDL Drivers and minimum resting requirements.
- Under no circumstances shall the Department deviate from the salt/cinder mix utilized by PennDOT crews to satisfy special neighborhood requests.

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# ATTACHMENT “G”



## Mary Barness Tennis and Swim Club 2013 Pool Management Agreement

### PART 1 GENERAL SPECIFICATIONS

American Pool Management, Inc.(CONTRACTOR) agrees to manage the Mary Barness Tennis and Swim Club swimming facility (OWNER), located at 2501 Freedom Way; Warrington, PA 18976, from Saturday May 25, 2013 through Monday September 02, 2013 in accordance with the following specifications:

#### A. POOL HOURS

Normal Operating Hours:

|           | <u>Ope</u> | <u>Close</u> |
|-----------|------------|--------------|
| Monday    | 12:00 PM   | 08:00 PM     |
| Tuesday   | 12:00 PM   | 08:00 PM     |
| Wednesday | 12:00 PM   | 08:00 PM     |
| Thursday  | 12:00 PM   | 08:00 PM     |
| Friday    | 12:00 PM   | 08:00 PM     |
| Saturday  | 12:00 PM   | 08:00 PM     |
| Sunday    | 12:00 PM   | 08:00 PM     |
| Holiday   | 12:00 PM   | 08:00 PM     |

Operating Hours when Public School is in session:

|           | <u>Ope</u> | <u>Close</u> |
|-----------|------------|--------------|
| Monday    | CLOSED     |              |
| Tuesday   | CLOSED     |              |
| Wednesday | CLOSED     |              |
| Thursday  | CLOSED     |              |
| Friday    | CLOSED     |              |
| Saturday  | 12:00 PM   | 08:00 PM     |
| Sunday    | 12:00 PM   | 08:00 PM     |
| Holiday   | 12:00 PM   | 08:00 PM     |

#### B. PERSONNEL

|              |              |             |              |
|--------------|--------------|-------------|--------------|
| 1 Gate Guard | 16.00 hrs/wk | 1 Manager   | 40.00 hrs/wk |
| 1 Gate Guard | 40.00 hrs/wk | 1 Manager   | 16.00 hrs/wk |
| 1 Lifeguard  | 32.00 hrs/wk | 9 Lifeguard | 40.00 hrs/wk |

Total Hours/Week 504.00

Projected Daily Peak Bather Load: 30

#### C. COMPENSATION: OWNER agrees to pay CONTRACTOR the amount of: \$125,000.00

The payments shall be due as follows:

|                   |             |                 |             |                    |            |
|-------------------|-------------|-----------------|-------------|--------------------|------------|
| January 01, 2013  | \$0.00      | May 01, 2013    | \$25,000.00 | September 01, 2013 | \$6,250.00 |
| February 01, 2013 | \$0.00      | June 01, 2013   | \$25,000.00 | September 15, 2013 | \$6,250.00 |
| March 01, 2013    | \$0.00      | July 01, 2013   | \$25,000.00 | November 01, 2013  | \$0.00     |
| April 01, 2013    | \$25,000.00 | August 01, 2013 | \$12,500.00 | December 01, 2013  | \$0.00     |

#### D. SPECIAL NOTES

Pool will be open weekends 05/25/2013-06/14/2013. Pool will be open fulltime from 06/15/2013-09/02/2013. If public schools return to session prior to Labor Day, the pool will revert to the part time schedule. There will be one Manager/Assistant on duty from 12 pm-8 pm daily. There will be seven Lifeguards and a Gate Guard from 12 pm- 8 pm daily. All staff will arrive one half hour early for cleaning and set up. Staff will remain on duty until 8:15PM daily to perform closing duties. Extra staff will be provided at NO additional cost for six (6) events lasting approximate four (4) hours. Contract includes summerization, winterization, lab testing and standard chemicals (chlorine and pH maintenance).



NOW THEREFORE, in consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **PART 2 – SUMMERIZATION**

CONTRACTOR will render the swimming pool operational by completing the following services:

- A. Schedule and perform for opening Health Department swimming pool inspections. Contractor shall apply for all necessary Health Department permits upon owners request. The owner shall be responsible for all permit fees including a processing fee.
- B. Remove swimming pool cover and store on property (if applicable).
- C. Reclamation of pool water will be attempted as primary opening procedure, drain and acid cleaning the pool (if necessary) will be performed for an additional fee of \$450 per swimming pool with the exception of wading pools.
- D. Check inventory supplies.
- E. Reassemble existing filter plant and operate system, upon pool fill.
- F. Cooperate with any contractors in preparing pool for operation.

## **PART 3 - MAINTENANCE OF POOL**

A general cleaning will be performed prior to opening the pool each day. CONTRACTOR will be responsible for the following:

- A. Maintaining water purity, in conformance with the local Health Department regulations.
- B. Operating pool in accordance with rules established by governing Health Departments recognized safety rules. Contractor reserves the right to prohibit admittance of children under the age of 14 unless accompanied by a responsible adult. All adults and legal guardians utilizing the facility will agree to adhere to CONTRACTORS swimming pool rules included as "Addendum 1" of this agreement.
- C. CONTRACTOR will not be responsible for gate control and wading pool safety unless owner authorizes CONTRACTOR to provide additional personnel specifically for these duties.
- D. CONTRACTOR will perform other cleaning functions as necessary to maintain the pool.
  - 1. Vacuum pool
  - 2. Brush pool
  - 3. Clean skimmer baskets
  - 4. Clean waterline tile
  - 5. Backwash filtration system
  - 6. Remove facility trash to owner's onsite facility
  - 7. Fill water to proper level
  - 8. Inspect filtration equipment to ensure proper operation
  - 9. Test and adjust pool water chemistry

## **PART 4 – PERSONNEL**

- A. All personnel employed by CONTRACTOR for work under this agreement shall be employed solely by and will be employees of CONTRACTOR and CONTRACTOR will be responsible for paying these employees and shall pay all taxes and costs incident to the work of the employees.
- B. All lifeguards employed by CONTRACTOR shall have proper Red Cross or other state sanctioned certification. CONTRACTOR shall have the sole discretion as to the hours and days of work of employees.
- C. OWNER and CONTRACTOR have based the personnel required to safely manage the site upon the anticipated peak bather load as notated in Part 1. If peak bather load is exceeded owner will be notified and required to increase personnel.
- D. Staff schedules may be adjusted to suit the particular needs of the OWNER. Additional hours or days may be added at the Owner's request for an additional fee with prior written approval by CONTRACTOR. Additional guard hours needed within the operating times of the contract as specified in Part 1 will be calculated at \$22.95 per hour. Pool party staff will also be calculated at the rate of \$24.95 per hour and a \$35 processing fee.
- E. Pool will not be opened on any day that public school is in session during the contract term, unless specifically addressed on page one of this contract.
- F. Lifeguards will be entitled to ½ hour lunch break for every shift five hours or longer. No swimming will be allowed in single guard facilities at that time.

## **PART 5 - CLIENT CARE / SUPERVISION**

CONTRACTOR agrees to conduct site visits and will present documentation to advise OWNER of the general pool operation. CONTRACTOR agrees to meet with the OWNER representative periodically to discuss pool operation and related issues.

## **PART 6 - WINTERIZATION OF POOL**

CONTRACTOR will perform the following services necessary to close and winterize the pool:

- A. Backwash and drain filters
- B. Drain pool to proper level. Contractor will not be responsible for maintaining the water level after winterization.
- C. Drain all pumps, hair / lint strainers that require draining.
- D. Fill all bathhouse fixtures with antifreeze if requested in writing by owner (additional charges will apply).
- E. Drain all pool circulating and vacuum lines that require draining and are so constructed that they can be drained.
- F. Store all first aid, emergency, maintenance, and test equipment in filter room.
- G. Secure and store automatic chemical feeder if applicable.
- H. Drain and store hoses, rails, and ladders.
- I. Secure pool cover to existing grommet system.

- J. Notify OWNER/AGENT on completion of pool closing and provide written report.
- K. Submit list of repair recommendations for the following season.
- L. Upon completion of winterization, CONTRACTOR assumes no responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies.

OWNER shall be responsible for winterizing all other areas. Owner shall be responsible for informing contractor of all isolated or concealed drain valves.

## PART 7 - CHEMICALS AND SUPPLIES

CONTRACTOR will supply chlorine, muriatic acid and soda ash. Testing reagents and balancing chemicals will be supplied and installed as needed at an additional cost. Supplies such as soap, brushes, toilet paper, first aid items, and other expendable items needed for the operation of the pool shall be the sole responsibility of the OWNER.

## PART 8 – OWNER'S RESPONSIBILITIES

- A. Owner will be responsible for filing all permits and associated fees. Scheduling and performing the annual visual electrical inspections as well as securing necessary bonding and grounding certifications will be the sole responsibility of the owner (Applicable in NJ and PA only)
- B. Provide CONTRACTOR with three (3) sets of keys to the pool enclosure and facilities.
- C. Complete all needed repairs inside pool enclosure, such as plumbing, decking, fencing, locking mechanisms, caulking, area lights, depth markings, etc. CONTRACTOR does NOT include any maintenance of the perimeter barrier of the pool (i.e. fences) and any or all locking mechanisms of the barrier.
- D. Maintain the perimeter barrier of the pool fence or any and all locking mechanisms of the swimming pool area or enclosure.
- E. If OWNER provides pool furniture (chairs, lounges and umbrella bases) umbrellas and tables it will be of good working condition. CONTRACTOR will not be responsible for any damages to pool furniture and umbrellas or liable for injury to patrons caused by pool furniture or umbrellas.
- F. The OWNER shall insure that the swimming pool facility complies with all building codes and the Local Health Regulations in effect. The OWNER shall provide, in good working condition, all necessary equipment for the safe operation of the facility, including but not limited to rescue tubes, backboard with straps, head immobilizer, deep water divider ropes, elevated guard station(s) and lifeguard umbrella for each guard station. CONTRACTOR reserves the right to supply these items and invoice OWNER.
- G. Have telephone (tone, hard wired, push button) prior to official opening date available to the guards at all times. Where pre-opening Health Department inspections are conducted a turn on date of April 15<sup>th</sup> is required.
- H. Provide long distance, 900 service, toll and internet blocks to prevent additional charges on any non-payphone. CONTRACTOR is not responsible for any charges incurred on OWNER phones.
- I. Provide CONTRACTOR and CONTRACTOR's employees with free parking to service the facility.
- J. Provide all utilities; water, electricity and gas (if needed) for the operation of the pool.
- K. Provide CONTRACTOR with a copy of OWNERS approved pool rules for the community.
- L. Provide CONTRACTOR a safe working environment.
- M. The OWNER shall provide, free of charge, adequate and conveniently located storage space for cleaning materials and equipment of CONTRACTOR and shall be responsible to CONTRACTOR for the security of such place.

## PART 9 - INSURANCE

- A. CONTRACTOR currently maintains at its sole cost Comprehensive General Liability, covering the legal liability for bodily injuries and property damages, for a combined limit of Two Million Dollars (\$2,000,000) per occurrence (with "umbrella" coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence and aggregate and covering at least the following hazards; (a) Contractor's Premises and Operations; (b) Contractor's Protective for its legal liability in connection with sub-contractor's operations; and (c) Contractual. The total insurance coverage provided is **Twelve Million Dollars (\$12,000,000)**. In the event the Contractors coverage falls below Five Million Dollars (\$5,000,000) combined liability and umbrella, owner will be notified.
- B. Employers Liability Insurance, covering all employees of the Contractor, with a liability limit of at least Five Hundred thousand \$500,000 each accident for bodily injury, Five Hundred thousand (\$500,000) each employee for bodily injury by disease and Five Hundred thousand (\$500,000) policy limit for bodily injury by disease.
- C. Workers Compensation Insurance as required by state statute, covering all employees of the Contractor.
- D. Comprehensive Automobile Liability Insurance, covering bodily injuries in limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and for property damage of not less than One Hundred Thousand Dollars (\$100,000) per accident, providing coverage for any accident arising out of or resulting from the operation, maintenance or use by the Contractor on the Property of any owned, non-owned or hired automobiles, trailers or other vehicular equipment to be licensed.
- E. Owner will maintain general liability insurance policy evidencing property damage, bodily injury, products & completed operations, contractual liability and personal injury coverage for the subject premises, including the pool area in amounts and coverage equal or greater than the CONTRACTOR'S, and expressly covering contractual liabilities created by Paragraph G of this section. OWNER will provide to Contractor a certificate of insurance evidencing the coverage naming Contractor as additional insured. OWNER expressly waives all rights of subrogation against CONTRACTOR for damages caused by perils to the extent covered by insurance obtained or required to be obtained pursuant to this Agreement, or any insurance coverage applicable to the premises which is the subject of this Agreement. The policies of insurance required to be carried by OWNER shall include an express waiver of subrogation by endorsement or policy language.

- F. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.
- G. OWNER agrees to inform CONTRACTOR of any activities conducted at the pool during hours not listed in the General Specifications per Part 1 and organized activities during hours specified in Part 1 (i.e. pool parties, camps). The OWNER shall be liable for insurance coverage during such activities. OWNER agrees to and does hereby indemnify CONTRACTOR and save it harmless and shall defend it from and against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out of maintenance, operation or use by the OWNER and/or its agents, servants, employees, invitee's, and licensees 1) outside of the hours listed in the General Specifications, 2) during any organized activities, and 3) brought forth by other contractors and/or trespassers.

## **PART 10 - ADDITIONAL PROVISIONS**

- A. All repairs needed to render the pool in operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by the OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.
- B. REPAIRS, BILLS, AND INVOICES: OWNER shall pay all repair bills and invoices submitted to OWNER by CONTRACTOR within 15 days of receipt. This covenant is an independent covenant of this contract. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full.
- C. All applicable taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented by CONTRACTOR and shall be applied as an extra amount to all invoices.
- D. If OWNER requires vendor to register with a company in order to receive payment for their services (ie, a Compliance Depot) Owner will reimburse VENDOR the cost of the fee plus a \$95 processing fee.
- E. OWNER agrees not to hire or contract with CONTRACTOR'S current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates, or two years from the date of termination of the CONTRACTOR'S employees. In the event that the OWNER breaches the agreement prior, the OWNER agrees to pay CONTRACTOR, a placement fee equal to 30% of the total contract price herein.
- F. Any increases in federal or state minimum wage subsequent to the submission of this contract will be passed onto the OWNER at an amount calculated at 100% of the minimum wage increase multiplied by the number of hours for season that the pool will be open per Part 1.
- G. In the event that OWNER shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CONTRACTOR, at its option, may terminate this agreement immediately.
- H. OWNER hereby agrees to contract with CONTRACTOR to manage and operate the pool site during the term of this Agreement. If OWNER is not the actual owner of the pool site, but rather a management company or person acting as the agent of the owner of the property, OWNER hereby declares and affirms that it is acting within the scope of its authority in entering into and executing this Agreement.
- I. OWNER hereby agrees that CONTRACTOR is utilizing OWNER property and CONTRACTOR will not be held liable for damage that is caused based on OWNER equipment failure.
- J. This Agreement may not be amended or modified except by written instrument executed by the parties.
- K. It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement.
- L. This Agreement shall be governed and construed in accordance with the laws of the State where CONTRACTOR is domiciled.
- M. Should the pool not open by 4:00 PM due to inclement weather, the pool will be closed for the remainder of the day.
- N. Should the pools operating hour schedule per PART 1 have the pool closed on any day that is a holiday than the pool will remain open for the holiday and close the following day.
- O. CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area.
- P. Additional chemicals consumed over contractors anticipated normal usage due to pool leakage will be billed at OWNER's expense.
- Q. Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.

## **PART 11 - CLOSURES**

CONTRACTOR reserves the right to close the pool in an emergency situation, inclement weather, breakdown of equipment, inadequate security for the protection of the lifeguards at the facility, violation of local or state ordinance, or any other condition or circumstances which, in the judgment of CONTRACTOR, endangers the health or safety of the lifeguards or patrons and this shall not constitute a breach by CONTRACTOR. If the emergency event causes the pool facility to be closed for more than seven (7) consecutive days and such event was not caused by any act or omission of the OWNER, its agents, servants, contractors or employees, then CONTRACTOR shall refund to the OWNER the variable costs of the contract that are defined as fifty percent (50%) of CONTRACTOR'S actual daily operating cost beginning pro rata from the 8<sup>th</sup> day until the pool is reopened, or the end of the term of the Agreement, whichever occurs earlier.

## **PART 12 - DEFAULT**

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement "terminated" and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

In the event that OWNER considers CONTRACTOR to have breached any provision of this Agreement or failed to perform or unsatisfactorily performed any obligation under this Agreement, OWNER shall have the right to terminate the services provided hereunder,

provided: (1) a certified written complaint is made promptly to CONTRACTOR stating the precise nature of the deficiencies in performance and/or quality of service; (2) CONTRACTOR has not corrected the deficiencies within ten (10) days from the date written notification is received; and (3) OWNER has complied in all material respects with its obligations under this agreement. Unless OWNER complies with Agreement, OWNER shall not be entitled to set off, reduce, offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.

### PART 13 - LIQUIDATED DAMAGES

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination. In the event of a breach of this Agreement by OWNER prior to CONTRACTOR commencing summerization as defined in Part 2, CONTRACTOR shall be entitled to 20% of the total contract price as liquidated damages.

### PART 14 - BINDING EFFECT

The terms and provisions of this Agreement shall be binding on the OWNER, its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without the prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement. If OWNER has provided CONTRACTOR documents as addendum to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provision contained in the American Pool contract shall control.

### PART 15 - EXTENSION OF SERVICE

CONTRACTOR shall, if requested by the OWNER, for an agreed upon non refundable or cancelable fee, operate the pool prior to or beyond the Dates specified in Part 1, provided the owner gives CONTRACTOR a minimum of two (2) week's notice. The cost associated will be separately negotiated

### PART 16 - MISCELLANEOUS

This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. IN WITNESS HEREOF, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement in behalf of each party.

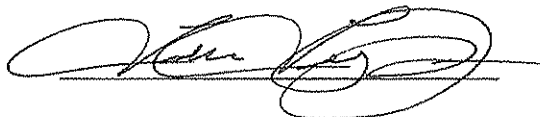
OWNER acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the pool facility. This Agreement is a valid and legally binding obligation of OWNER and is fully enforceable against OWNER and the party which owns and operates the pool facility.

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ACCEPTED:

CONTRACTOR

OWNER/AGENT



Date: \_\_\_\_\_

Date: 1/24/2013