

Warrington



Township

852 EASTON ROAD, WARRINGTON, PA 18976
215-343-9350 ■ FAX 215-343-5944
www.warringtontownship.org

BOARD OF SUPERVISORS
SHIRLEY YANNICH, Chair
CAROL T. BAKER, Vice Chair
MATTHEW W. HALLOWELL, SR., Member
MILLE A. SELIGA, Member

INTERIM TOWNSHIP MANAGER
Barry P. Luber

January 26, 2016

MANAGER'S REPORT

- a. Consider Field Maintenance agreement between Warrington Township and Warrington Warriors Football and Cheerleaders.
- b. Approval of Management Agreement for Mary Barness Tennis and Swim Club.
- c. Consider for approval Township Employee of the Year Recognition Program.
- d. Consider for approval the appointment of Amy Organek, Vivian Bell, and Barry Luber as check signers for Warrington Township's Fulton Bank accounts.
- e. Consider for approval a subordination agreement with Musco Finance for the Barness Park Parking Lot/Lighting Project.
- f. Consider approval of 2016 Snowplowing Agreement with the Cutler Group for Warrington Ridge.

ATTACHMENT “A”

Warrington



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MILLIE A. SELIGA, Member

INTERIM TOWNSHIP MANAGER
BARRY P. LUBER

January 19, 2016

TO: Board of Supervisors

FROM: Barry P. Luber, Interim Township Manager

RE: **WARRINGTON WARRIORS AND CHEERLEADING (WWF) FIELD MAINTENANCE AGREEMENT**

Background

The Parks and Recreation Committee has been working with the many Warrington youth sports organizations (WYSO) for the last couple of years to create agreements between the Township and Warrington youth sports organizations which will outline Township and WYSO responsibilities with respect to their use of Township parks and fields within these parks. Attached is the proposed agreement with Warrington Warriors Football and Cheerleading.

Both the Parks and Recreation Committee and the Solicitor (Casey) has reviewed and approved this agreement.

Recommendation

Staff recommends executing the attached agreement with Warrington Warriors Football and Cheerleading.

**AGREEMENT BETWEEN
WARRINGTON TOWNSHIP AND WARRINGTON WARRIORS FOOTBALL AND
CHEERLEADING**

AGREEMENT made this ____ day of _____, by and between **Warrington Township**, a Township of the Second Class with offices located at 852 Easton Road, Warrington, PA 18976, Bucks County, Pennsylvania ("Township") and **Warrington Warriors Football and Cheerleading**, a non-profit organization (hereafter referred to as "WWF"). The Township and the Warrington Warriors Football and Cheerleading Organization -are-referred -to collectively herein as "the Parties".

WHEREAS, The Parties desire to enter into this Agreement to better define the responsibilities between and among them; ~~and and~~

WHEREAS, the Parties to this Agreement wish to set forth their respective rights and obligations regarding the maintenance and upkeep of certain Township owned football fields throughout Warrington Township, utilized by WWF including but not limited to field maintenance, operational supplies, buildings and related equipment;

NOW, THEREFORE, the Parties intending to be legally bound do hereby agree as follows:

Fields at King Park

A. The WWF will at all relevant times to which this Agreement applies:

1. Maintain (1) One Million Dollars Minimum of -Property and Casualty Insurance on all WWF buildings and equipment and provide copies of all insurance certificates to the Township Manager's Office. WWF to provide Township with an insurance certificate identifying the Township as an additional insured; and
2. Maintain field one(1) (closest to snack stand) and field two(2) (furthest from snack stand) as well as field one(1) and field two(2) building towers and locker rooms as well as snack stand:
 - Warrington Warriors Football and Cheerleading owns the following:
 1. Snack stand and all associated equipment and contents.
 2. Utility Garage and all equipment and contents.
 3. All picnic tables/umbrellas.
 4. Field 1 tower/locker rooms/equipment room. All associated contents and equipment.
 5. Field 1 benches and bleachers.
 6. Field 1 Goal Posts.
 7. Field 2 tower/locker rooms/equipment room. All associated contents and equipment.
 8. Field 2 benches and bleachers.
 9. Field 2 Goal Posts.

10. Roped fence and posts.

- During the term of this Agreement, The WWF will maintain the owned buildings and equipment listed in #2 above. Should the WWF cease to continue its' operations, as an organization, all WWF owned buildings shall revert to and be the sole responsibility of the Township upon such reversion. The equipment and contents of the owned buildings as well as other equipment listed in #2 above will be sold as decided by the WWF. The proceeds of such sale (if any) will be used to help settle any outstanding debt(s) of the WWF.

3. Continue paying for the seasonal application of grass seed, fertilizer, pre-emergent's and field aeration as needed and determined by WWF. Upon a reasonable request the ~~the~~ WWF Board of Directors (hereinafter the "Board") shall provide the Township' Manger's Office and Public Works Director with a specific schedule showing the timeline for these scheduled maintenance/repairs and the names of the individuals/contractors involved in these projects. This written information shall be used by Township officials to avoid any project conflicts; and
4. Exercise good judgment to "rest" fields during at all relevant times to prevent damage from overuse; and
5. Exercise good judgment to "close" fields when they are too wet for practice or play or for any other legitimate reason to protect public safety; and
6. Provide and maintain two (2) portable toilets during summer and fall seasons; and
7. Mutually determine a fair payment process for the amount of water usage from the irrigation system. The WWF Board agrees to work closely with the township's Chief Financial Officer to develop a fair remuneration schedule for water usage; and

8. WWF will maintain the sprinkler system and shall maintain control of the timers for sprinklers as to when they are needed.

~~8.9.~~ WWF will cover all electric costs for the use of the field lights. Payment for electricity for the field lights shall be arranged in a manner as agreed upon by both parties.

B. The Township will:

1. Mow and weed whack the "off" field areas; and
2. Maintain timer-lock settings at rest rooms and parking lot/street lights; and
3. Perform repairs from vandalism or "turfing" activities; and
4. Cover all costs related to maintaining lights on both field one(1) and field (2) including light maintenance, ~~and electricity use costs~~; and

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5. Supply facility with appropriate trash receptacles around the fields; and
6. Maintain and line public parking lots; and
7. Maintain park street lights; and
8. Perform appropriate bug spraying by a licensed and certified professional at least once during the spring or summer season and repair any demonstrated damages done by the Township or its contractor, which were within the Township's administrative control; and
9. The Township will afford WWF first right of refusal should another recreational entity or club wish to use the fields and club goals during WWF regular summer and fall seasons and/or while WWF is the permit holder.

WARRINGTON TOWNSHIP BOARD OF SUPERVISORS

ATTEST:

Timothy J. Tieperman Barry Luber Shirley Yannich,

Chairperson

Interim

Township Manager

Gerald B. Anderson, Chairperson

Carol T. Baker, Vice-Chairperson

John R. Paul, Vice-Chairperson

W. Hallowell, Sr. Member

Marianne Achenbach, Secretary Matthew

Millie A. Seliga, Member

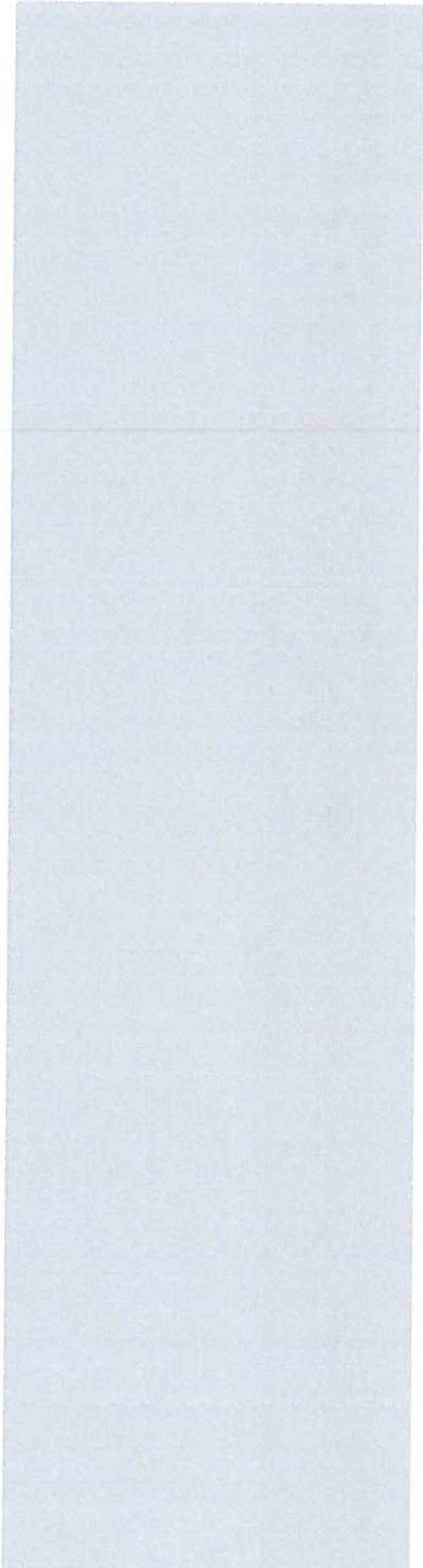
Matthew Hallowell, Member

Shirley Yannich, Member

WARRINGTON WARRIORS FOOTBALL AND CHEERLEADING

ATTEST:

Chuck Braun, President



ATTACHMENT “B”

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INTERIM TOWNSHIP MANAGER
BARRY P. LUBER

January 19, 2016

TO: Board of Supervisors

FROM: Barry P. Luber, Interim Township Manager

RE: **MARY BARNES TENNIS & SWIM CLUB MANAGEMENT AGREEMENT**

Background

American Pool Management has been managing the swim club for the past three seasons. Specifically, they hire and manage all of the life guards and gate attendants and keep the pools operational and to county health standards. They have done a satisfactory job over the past three seasons and have submitted a proposal to manage the swim club for the 2016 season. The proposal is in the amount of \$126,227. This is a reduction of \$7,123 over the 2015 agreement (\$133,350). This reduction is due to fewer days in the 2016 season than in 2015 and the 2016 contract closing the pool at 7 pm beginning August 15th until the end of the season.

Recommendation

Staff recommends approving the agreement with American Pool Management in the amount of \$126,227. The agreement has been reviewed by the Solicitor (Casey). The contract previously executed with Constellation Energy for a period of two years at the rate of .06000 Kwh. The contract has been reviewed and approved by the Solicitor (Casey).



Warrington Township Swim Club 2016 Pool Management Agreement

PART 1 GENERAL SPECIFICATIONS

American Pool, operating as American Pool Management of Pennsylvania, LLC (CONTRACTOR) agrees to manage the Warrington Township Swim Club swimming facility (OWNER), located at 2501 Freedom Way; Warrington, PA 18976, from Saturday May 28, 2016 through Monday September 05, 2016 in accordance with the following specifications:

A. POOL HOURS

Normal Operating Hours:

	<u>Open</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>Open</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	14.00 hrs/wk
2	Gate Guard	40.00 hrs/wk
1	Lifeguard	32.00 hrs/wk
9	Lifeguard	40.00 hrs/wk
1	Manager	16.00 hrs/wk
1	Manager	40.00 hrs/wk

Total Hours/Week

542.00

Projected Daily Peak Bather Load: 30

C. COMPENSATION

OWNER agrees to pay CONTRACTOR the amount of: \$126,227.00

The payments shall be due as follows:

January 01, 2016	\$0.00	May 01, 2016	\$25,245.40	September 01, 2016	\$0.00
February 01, 2016	\$0.00	June 01, 2016	\$25,245.40	September 15, 2016	\$0.00
March 01, 2016	\$12,622.70	July 01, 2016	\$25,245.40	October 01, 2016	\$0.00
April 01, 2016	\$25,245.40	August 01, 2016	\$12,622.70	November 01, 2016	\$0.00

D. SPECIAL NOTES

Pool is open Weekends and Holidays only from 05/28/16-06/13/16 and 09/03/16-09/05/16. Pool is open Full-time from 06/14/16-08/31/16. Pool will be closed 09/01/15-09/02/15. 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. Head pool manager will be limited to 20 hours per week. After 8/15/15 the pool close at 7pm. There will be seven Lifeguard on duty 12 pm-8 pm daily. An 8th lifeguard will be provided in June and July during peak hours of 1-6 pm (Can be adjusted depending on need as determined by Contractor, Pool Manager and/or Township). One gate guard will be provided from 12-7 pm and a second gate guard from 12-5 pm during May, June and July dates of operation. One gate guard will be provided daily from 12-6 pm and a second gate guard on weekends and holidays only from 12-4 pm during August & September dates of operation. All staff will arrive one half hour early for cleaning and set up. 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). OWNER will provide staff for a min of 99 gate guard hours. Contactor will provide Sponsorship funds of up to \$5,000.00 to be used toward additional staffing or pool events TBD by Township.

Owner/Representative
Initials

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 Owner's 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 (no additional charge for wading pools).
- D. Check inventory supplies.
- E. Reassemble existing filter plant and startup system after pool is filled with water.
- 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 Department's 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 not be responsible for functionality of any pool furniture and equipment including but not limited to filtration equipment, pool steps and ladders, chairs, chaise lounges, tables, and umbrellas.
- E. CONTRACTOR will not be responsible for the perimeter barrier of the pool (i.e., fencing), any locking mechanisms of the barrier, or security surrounding the pool area.
- F. CONTRACTOR will perform 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. 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 pumps, hair / lint strainers that require draining.
- D. Fill bathhouse fixtures with antifreeze if requested in writing by OWNER (additional charges will apply).
- E. Drain pool circulating and vacuum lines that require draining and are so constructed that they can be drained.
- F. Store 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. Any missing or damaged grommets / springs will be replaced and invoiced separately to the OWNER. (if applicable).
- 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. Any equipment and supplies to be stored over the winter will be stored in conveniently located space inside the pool enclosure designated by the OWNER.

PART 7 - CHEMICALS AND SUPPLIES

CONTRACTOR will supply chlorine, muriatic acid and soda ash. Testing reagents and balancing chemicals will be supplied 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. OWNER will maintain the perimeter barrier of the pool fence and any and all locking mechanisms of the swimming pool area enclosure, and will be responsible for security of the pool area.
- E. If OWNER provides pool furniture (including chairs, lounges, tables, umbrellas and umbrella bases it will be of good working condition. OWNER will supply one base for each umbrella. CONTRACTOR will not be responsible for any damages to pool furniture or liable for injury to patrons caused by pool furniture.
- 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 filtration equipment, pool ladders, rescue tubes, backboard with straps, head immobilizer, deep water divider ropes, elevated guard station(s) and lifeguard umbrella for each guard station.
- G. OWNER will have a telephone at the pool (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 15th is required.
- H. OWNER will 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. OWNER will provide CONTRACTOR and CONTRACTOR's employees with free parking to service the facility.
- J. OWNER will provide all utilities; water, electricity and gas (if needed) for the operation of the pool.
- K. OWNER will provide CONTRACTOR with a copy of OWNERS approved pool rules for the community.
- L. OWNER will provide CONTRACTOR a safe working environment.
- M. 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 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 excess liability coverage in the amount of Twenty Million Dollars (\$20,000,000) 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 **Twenty Two Million Dollars (\$22,000,000)**. In the event the Contractors coverage falls below Ten Million Dollars (\$10,000,000) combined liability and excess, 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. Comprehensive Automobile Liability insurance, covering bodily injuries and property damage in limits of not less than One Million Dollars (\$1,000,000) 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.
- D. OWNER will maintain general liability insurance policy of at least Five Million Dollars (\$5,000,000) evidencing property damage, bodily injury, products & completed operations, contractual liability and personal injury coverage for the subject premises, including the pool area 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 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.
- E. 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 responsible for any claims, accidents, injuries, and damages 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 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 sales 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 (i.e. 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 this, 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 118% 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 due to OWNER property.
- 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 pool's operating hour schedule per PART 1 have the pool closed on any day that is a holiday then 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 contractor's 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.
- R. If "Part 1 school hours" are active as part of this contract Contractor has set a school date of June 20th as the date the pool will go fulltime. This contract allows for adjustment and additional billing if the pool goes back prior at the rate of \$22.95 per additional lifeguard or manager hour.
- S. If OWNER is required to provide an Automated External Defibrillator "AED" due to State, County or municipality code and has not done so, CONTRACTOR reserves the right to supply these items and invoice OWNER. CONTRACTOR recommends that all facilities regardless of code have an AED on site.

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 from the 8th day until the pool is reopened, or the end of the term of the Agreement, whichever occurs earlier.

PART 12 -WARNING

Ground water pushes upward against the bottom and sides of a swimming pool in much the same way that water pushes upward against the bottom and sides of a boat. If this ground water pressure exceeds the downward and side pressure from the weight of the pool and the water it contains the pool may "float" or rise out of the ground or collapse.

Draining a pool reduces the downward and side pressure of the pool and therefore decreases resistance to the upward and side thrust of the ground water. Proceeding with the draining of a swimming pool, without first determining that the water table is not high and that all precautionary measures are still functional from when the pool was constructed, invokes certain amount of risk. Determination of the existence of a high water table and the proper functioning of the hydrostatic relief valve is costly. Unless the determinations are made by the OWNER, there is a risk of flotation any time a pool is drained. This risk must be assumed by the OWNER of the pool when it is drained. CONTRACTOR shall not be responsible for hydrostatic damage to the pool structure or surrounding area.

PART 13 - 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 14 - 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 15 - 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 CONTRACTOR'S contract shall control.

~~**PART 16 - 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~~

~~This Agreement shall be automatically renewed for the 2016 season, and each successive year thereafter, at the current contract price plus a maximum 5% increase, unless written notification to cancel is received by certified mail by CONTRACTOR prior to September 15 of that contract year. The only change will be the opening & closing dates. CONTRACTOR reserves the right to terminate this contract at any time at its sole and absolute discretion by giving OWNER written notice of intention to terminate sixty (60) days prior to pool opening. If CONTRACTOR elects to do so this Agreement shall terminate without any further liability to CONTRACTOR.~~

PART 17 - 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.

Reproduction of this form in a part or a whole is illegal pursuant to all copyright acts.

ACCEPTED:

CONTRACTOR

OWNER/AGENT

American Pool Management, LLC.

Date: _____

Date: _____

ATTACHMENT “C”

Warrington



Township

852 EASTON ROAD, WARRINGTON, PA 18976
215-343-9350 ■ FAX 215-343-5944
www.warringtontownship.org

BOARD OF SUPERVISORS
SHIRLEY YANNICH, Chair
CAROL T. BAKER, Vice Chair
MATTHEW W. HALLOWELL, SR., Member
MILLIE A. SELIGA, Member

INTERIM TOWNSHIP MANAGER
BARRY P. LUBER

January 19, 2016

TO: Board of Supervisors
FROM: Barry P. Luber, Interim Township Manager
RE: **ANNUAL EMPLOYEE OF THE YEAR PROGRAM**

As a way to recognize those employees that go "above and beyond" in the carrying out of their job duties, and to continue to foster employee morale and strengthen teamwork, I am proposing an annual "Employee of the Year" program.

There would be four categories:

- Outstanding Manager/Middle Management employee
- Outstanding Public Works, Water/Sewer/Fire Fighter employee
- Outstanding office staff employee
- Outstanding part-time employee

A committee would be formed of employees from all of the above groups (at least two from each group). This committee would decide on what criteria would be considered in selecting a winner. The committee would seek nominations from all employees, receive nominations, and select an employee for each category based on whatever criteria was set. The committee would send their selected nominee choices to the township manager for final approval.

Employee winners will receive an official Certificate at a Board of Supervisors meeting along with a \$250 gift card. Additionally, a plaque would have the winners names inscribed on it and be displayed in the Board room.

I have no concerns of the use of taxpayer money for this as the benefits as stated above will the rewards are much greater than the annual cost of around \$1,300 (four gift cards and plaques).

Recommendation

Staff recommends implementing the "Employee of the Year" program as described above.

ATTACHMENT “E”

Musco Finance, LLC
100 1st Avenue West
P.O. Box 808
Oskaloosa, Iowa 52577
Phone: 800/825-6020
Fax: 641-673-6360



Mortgagees/Landlord Subordination

Contract Number 160757 dated as of January 19, 2016

Name and Address of Borrower:

Warrington Youth Baseball
P O Box 535
Warrington, PA 18976

WHEREAS the undersigned is the owner, landlord, or mortgagee of the following described real estate (the "Premises"):

Barness Park, 2750 Bristol Road, Warrington, PA 18976

WHEREAS the following described equipment (the "Equipment") is or will be installed on or affixed to the Premises:

Musco's Light-Structure Green™ System consisting of (36) 1500 watt metal halide factory-aimed and assembled luminaries;

(4) 60' galvanized steel poles; (4) 70' galvanized steel poles; (8) pre-cast concrete bases; and (1) Control-Link® Control & Monitoring System.

WHEREAS the undersigned claims a lien or other interest in or has leased or otherwise granted the right to occupy to (the "Borrower"), all or a portion of the Premises; and

WHEREAS MUSCO FINANCE, LLC, ("Lender") has loaned or will loan or advance money for purchase of the Equipment to, or has obtained or will obtain a security interest in the Equipment from the Borrower.

NOW THEREFORE the undersigned hereby agrees as follows:

1. The interest of the Lender in the Equipment shall at all times be superior to any interest the undersigned may now or hereafter have in the Equipment and the undersigned hereby subordinates any lien it may have in the Equipment, whether such lien is statutory or by agreement, to the lien of Lender whether or not the Equipment is deemed a fixture to the Premises, and the undersigned agrees that the Equipment is and shall at all times remain personal property notwithstanding that it may be installed on or affixed to the Premises.
2. Lender may inspect the Equipment on the Premises and may remove the Equipment from the Premises upon 90 days prior written notice to the undersigned. Lender shall pay for the cost of repairing any physical injury to the Premises caused by removal of the Equipment but not for any diminution in value of the Premises caused by absence of the removed Equipment or by any necessity of replacing the removed Equipment.
3. The Equipment may remain on the Premises free of charge for a period of 30 days following written notice from the undersigned to Lender directing removal.
4. Lender may extend the time for payment or change in any other way the obligations of the Borrower to Lender without affecting the agreements of the undersigned hereunder.
5. This agreement shall be binding upon and inure to the benefits of the estate, heirs, successors and assigns of the undersigned and the successors and assigns of Lender.

Warrington Township
852 Easton Road
Warrington, PA 18976

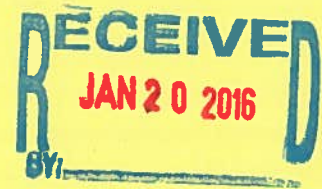
By

Print Name and Title

Date

ATTACHMENT “F”

MEMORANDUM



TO: Barry P. Luber
FROM: Richard P. McBride
DATE: January 19, 2016
SUBJECT: SNOWPLOWING – WINTER 2016 – WARRINGTON RIDGE

Barry – here is the Agreement in the same form as was executed last year, as signed by The Cutler Group. Also enclosing check for \$5,000 as per Agreement.

RPM/abp
attachment

ADDENDUM TO DEVELOPMENT AGREEMENTS

WARRINGTON RIDGE – PHASE I AND PHASE II

THIS ADDENDUM is executed this ___ day of January, 2016, by and between **THE CUTLER GROUP, INC.** (“Developer”) and the **TOWNSHIP OF WARRINGTON** (“Township”) for the limited purpose as more specifically set forth hereinbelow:

WITNESSETH:

WHEREAS, Developer has not completed final punch list requirements provided by Township in order that the site improvements within Phase I and Phase II – Warrington Ridge (“Warrington Ridge”) can be dedicated to Township; and

WHEREAS, Developer intends to complete all remaining punch list items to allow for dedication of the improvements within Phase I and Phase II in the spring of 2016; and

WHEREAS, Developer has requested that Township undertake snowplowing operations on the roadways within Warrington Ridge during the winter of 2015/2016 and Township is amenable to undertaking the snowplowing operations upon certain terms and conditions;

NOW, THEREFORE, with full intent to be bound by the terms hereof, Developer and Township do agree as follows:

1. Except as expressly set forth hereinbelow, all terms and provisions set forth in the Development Agreement shall remain in full force and effect.

2. Township shall undertake snowplowing operations within Warrington Ridge in the winter period of 2015/2016 for storm events as to which the Township undertakes snowplowing operations for the dedicated roadways within the Township.

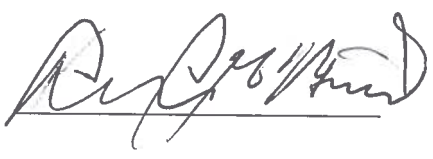
3. Developer indemnifies and holds harmless Township from and against any manner of claim that Developer might have for physical damage to the road surfaces, manholes, curbing and areas within the immediate vicinity of the curbing as might occur during snowplowing operations, whether undertaken by Township through Township employees or through Township selected contractors.

4. Developer shall be responsible for reimbursement to Township for all costs and expenses incurred for snowplowing operations during the winter season of 2015/2016, based upon the rate schedule as attached hereto as Exhibit "A". In addition, Developer agrees to the imposition of a five (5%) percent administrative fee by Township for all such charges.


5. Upon execution of this Agreement, Developer shall post the sum of Five Thousand Dollars (\$5,000.00) in escrow, to be held by Township, to be utilized for payment of financial obligations as set forth at paragraph 4 hereinabove. If said sum is reduced to less than Two Thousand Five Hundred Dollars (\$2,500.00) at any time, upon written notice from Township, Developer shall replenish said amount to Five Thousand Dollars (\$5,000.00) within five (5) days from receipt of notice. Provision of notice via e-mail shall constitute written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Development Agreement the date and year first above written with full intent to be bound by the terms hereof.

ATTEST:



THE CUTLER GROUP, INC.

BY: 

WARRINGTON TOWNSHIP
BOARD OF SUPERVISORS

Barry Lubber, Interim Township Manager

BY: _____
Shirley Yannich, Chairperson

Below is the projected cost of subcontractors for snow removal. It is possible that work also has to be done on OT or Double time and that would be compensable as well.

Plow Truck	\$155 per hr.
Salt Truck	\$155 hr. plus Salt at 69.00 per ton
Backhoe	\$150 per hr.
Backhoe with plow	\$175 per hr.
Wheel Loader	\$200 per hr.

EXHIBIT "A"