

Warrington



Township

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BOARD OF SUPERVISORS
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TOWNSHIP MANAGER
TIMOTHY J. TIEPERMAN

April 26, 2011

MANAGERS REPORT

1. Consent Item: 2011-2012 Fuel Bid Award
2. Consent Item: Draft Contract for Concession Stand

CONSENT ITEM # 1

Warrington Twp Dept. of Public Works

Memo

TO: Timothy J. Tieperman, Township Manager
FROM: Carl Sames, Foreman Department of Public Works
DATE: April 25, 2011
RE: 2011/2012 Bucks County Consortium Fuel Bids

Attached please find the results of the 2011/2012 Consortium Fuel Bids. I recommend awarding the bid at market fluctuation pricing with an additional cost for unleaded regular gasoline of \$0.1550 per gallon, #2 heating oil of \$0.1800 per gallon, on-road ultra low sulfur diesel fuel of \$0.1500 per gallon, with winterizer additive to diesel at an additional cost of \$0.0200 per gallon to Ports Petroleum.

I recommend awarding the bid at market fluctuation pricing with an additional cost for propane at \$0.4500 per gallon to ISO bunkers.

If you have any further questions or comments, please do not hesitate to call me.

Enclosure

Type of Pricing	Product	East River Energy	Farm & Home Energy	ISO bunkers	Mansfield Oil Company	Petroleum Traders Corp.	Ports Petroleum See Note 2	Superior Plus Energy Services
Less Than 6000 Gallons								
FIRM FIXED PRICE	Unleaded Regular	No Bid	No Bid	Note 1	No Bid	\$0.0000	\$3.1590	\$0.0000
FIRM FIXED PRICE	Premium Unleaded Gasoline	No Bid	No Bid	Note 1	No Bid	\$0.0000	\$3.3590	\$0.0000
FIRM FIXED PRICE	#2 Heating Oil	No Bid	No Bid	\$0.0000	No Bid	\$0.0000	\$3.4690	\$0.0000
FIRM FIXED PRICE	On-Road Ultra Low Sulfur Diesel Fuel	No Bid	No Bid	Note 1	No Bid	\$0.0000	\$3.4790	\$0.0000
FIRM FIXED PRICE	Off-Road Diesel Fuel	No Bid	No Bid	\$0.0000	No Bid	\$0.0000	\$3.4690	\$0.0000
MARKET FLUCTUATION PRICING	Unleaded Regular	\$0.1959	\$0.2200	\$0.2480	\$0.2297	\$0.0000	\$0.1550	\$0.2000
MARKET FLUCTUATION PRICING	Premium Unleaded Gasoline	\$0.2198	\$0.2200	\$0.2200	\$0.2297	\$0.0000	\$0.1550	\$0.2000
MARKET FLUCTUATION PRICING	#2 Heating Oil	No Bid	\$0.2200	\$0.4925	\$0.2697	\$0.0000	\$0.1800	\$0.2000
MARKET FLUCTUATION PRICING	On-Road Ultra Low Sulfur Diesel Fuel	No Bid	\$0.2000	\$0.4225	\$0.2297	\$0.0000	\$0.1500	\$0.2000
MARKET FLUCTUATION PRICING	Off-Road Diesel Fuel	No Bid	\$0.3500	\$0.4310	\$0.3197	\$0.0000	\$0.1500	\$0.2000

6000 Gallons or Greater								
FIRM FIXED PRICE	Unleaded Regular	No Bid	No Bid	Note 1	No Bid	\$0.0000	\$3.0649	\$0.0000
FIRM FIXED PRICE	Premium Unleaded Gasoline	No Bid	No Bid	Note 1	No Bid	\$0.0000	\$3.2649	\$0.0000
FIRM FIXED PRICE	#2 Heating Oil	No Bid	No Bid	\$0.0000	No Bid	\$0.0000	\$3.3507	\$0.0000
FIRM FIXED PRICE	On-Road Ultra Low Sulfur Diesel Fuel	No Bid	No Bid	Note 1	No Bid	\$0.0000	\$3.3907	\$0.0000
FIRM FIXED PRICE	Off-Road Diesel Fuel	No Bid	No Bid	\$0.0000	No Bid	\$0.0000	\$3.3507	\$0.0000
MARKET FLUCTUATION PRICING	Unleaded Regular	-\$0.0130	No Bid	\$0.0126	\$0.0047	-\$0.0144	\$0.0150	\$0.0319
MARKET FLUCTUATION PRICING	Premium Unleaded Gasoline	-\$0.0101	No Bid	-\$0.0074	-\$0.0078	\$0.0381	\$0.0150	\$0.0319
MARKET FLUCTUATION PRICING	#2 Heating Oil	\$0.0492	No Bid	\$0.0697	\$0.0282	\$0.0372	\$0.0150	\$0.0332
MARKET FLUCTUATION PRICING	On-Road Ultra Low Sulfur Diesel Fuel	\$0.0428	No Bid	\$0.0697	\$0.0212	\$0.0369	\$0.0150	\$0.0358
MARKET FLUCTUATION PRICING	Off-Road Diesel Fuel	No Bid	No Bid	\$0.0914	\$0.0262	\$0.0276	\$0.0150	\$0.0358
Propane, Less Than 1000 Gallons								
FIRM FIXED PRICE		No Bid	\$0.0000	\$0.0000	No Bid	\$0.0000	No Bid	\$0.0000
MARKET FLUCTUATION PRICING		No Bid	\$0.5300 <i>Farm Home</i>	\$0.4500 <i>J-SO bunkers</i>	No Bid	\$0.0000	No Bid	\$0.5000 <i>and Superior</i>

Propane, 1000 Gallons or Greater								
FIRM FIXED PRICE		No Bid	\$0.0000	\$0.0000	No Bid	\$0.0000	No Bid	\$0.0000
MARKET FLUCTUATION PRICING		No Bid	\$0.4800	\$0.4000	No Bid	\$0.0000	No Bid	\$0.4500
Winterizer Additive								
		\$0.0300	\$0.0350	\$0.0495	\$0.0250	\$0.0250	\$0.0200	\$0.0250

Ports Petroleum

NOTE 1 - There is a Firm Fixed Price Proposal as follows: For each Twnp, there will be a price for GUARANTEED volume, over the respective (for the contract months) NYMEX futures price on the day of award, with the following differentials added on: Gasoline Tank Wagon: +0.5700 per gal Gasoline Tank Transports: +0.2900 per gal On-Road ULSD TkWagons: +0.6900 per gal On-Road ULSD TkTransports: +0.4900 per gal

NOTE 2 - Fuel will meet state's fuel requirements Gasoline 10% ethanol, on-road diesel requirement is 2% biodeisel. If the state's requirement goes up or down. For example if the the State of Pa biodiesel requirement moves to 5% the fixed locked in price could move inrelationship to that new requirement. If intities within the consortium decide to lockin with the fixed option Ports petroleum will need to be notified within 4 hours of bid opening. Markert volatility does not allow us to be able to hold fixed prices any longer. If the consortium decides to take advantage of the fixed option Ports Petroleum will need month commitments on their fuel needs. Winter diesel fuel opporibility will be achieve with winter diesel additive. If Kerosene is required an additional .35 over fixed or fluctuating price.

CONSENT ITEM # 2



**AGREEMENT BETWEEN WARRINGTON SWIM TEAM
AND
TOWNSHIP OF WARRINGTON
FOR
LEASING AND OPERATIONS OF FOOD CONCESSIONS**

SECTION I - PURPOSE

On March 20, 2011 the Warrington Township Board of Supervisors agreed to the leasing of the Food and Refreshment Concession at the Mary Barnes Tennis and Swim Club [hereafter Swim Club], located at 2501 Freedoms Way in Warrington, PA 18976. The Board agreed to extend this leasing opportunity for a 1 year trial basis beginning in May, prior to the Club's official opening.

SECTION II - SITE DESCRIPTION

The Swim Club is owned and operated by Warrington Township. The existing concession stand includes refrigerators, microwave, freezer, ice machine, deep fryer, warming station and tables and chairs. Lessee would be responsible for all operating expenses including rent, utilities, food, supplies, permits, licenses and labor. Lease will cover existing concession stand "as is." The concession stand should be opened daily from Memorial Day through Labor Day, from approximately 10:00 a.m. to 10:00 p.m.

**SECTION IV - LESSEE'S RESPONSIBILITIES
OPERATIONAL CONDITIONS**

RIGHT AND OBLIGATION TO OPERATE: The Swim Team's designated CONCESSIONAIRE shall have the right and obligation to operate, manage, and maintain in a first class manner the concession stand at the Mary Barnes Tennis and Swim Club according to the terms and conditions herein set forth during the period of this AGREEMENT, and to sell food and provide services ordinarily dealt at facilities of this kind.

USE OF THE LEASED PREMISES: The Swim Team's designated CONCESSIONAIRE shall have the right to use the leased premises only for the purposes described herein and only in keeping with the intent of this AGREEMENT. Any deviation from said intent, or conflict with, or between any provisions of this AGREEMENT shall be subject to the TOWNSHIP'S review and its written direction for resolution.

PARKING AND ADMISSION: The Swim Team's designated CONCESSIONAIRE shall assure that any vehicle involved in the operation of the concession is parked in a location designated by the Swim Club Manager or appropriate Township official designated by the Township Manager.

SCHEDULE OF OPERATION: The Swim Team's designated CONCESSIONAIRE shall operate and render courteous, efficient, and satisfactory service to the public. Unless otherwise approved by TOWNSHIP, the designated CONCESSIONAIRE shall operate from Memorial Day through Labor Day. Minimum acceptable hours of operation during this period are from 10:00 a.m. to 7:00 p.m. daily. CONCESSIONAIRE shall neatly post standard concession operating hours in a place conspicuous to the public.

The CONCESSIONAIRE may operate at additional times during the term of this AGREEMENT, if approved by the Swim Team Executive Board. The CONCESSIONAIRE may open late or close early only with prior approval of the Executive Board, upon reasonable consultation with Township administration. If the CONCESSIONAIRE is allowed to close temporarily during the day due to inclement weather, the CONCESSIONAIRE understands and agrees that the Swim Team Executive Board may require CONCESSIONAIRE to reopen later in the day. Reopening of the facility shall be no more than a maximum of one hour after notification from the Executive Board's designee. Temporary schedule changes shall be posted by CONCESSIONAIRE at the leased premises in a manner approved by the Executive Board.

UTILITIES: The designated CONCESSIONAIRE shall pay all charges incurred, including the inspection of all equipment and systems, for each term this AGREEMENT is in effect, for all public utilities including, but not limited to: gas, oil, fuel, electricity, telephone and any other services furnished to the leased premises, unless otherwise specified herein. The Swim Team Executive Board understands that the only services currently in the concession building are: electricity, water, sewer, and telephone. The TOWNSHIP shall supply water and sewer to the leased premises and will be responsible for winterizing and de-winterize the leased premises' original plumbing system.

The Swim Team may install, at its sole expense, a non-coin operated telephone to handle emergencies, inquiries by the public, and concession business. The telephone number shall be listed in the local telephone directory as Mary Barnes Tennis and Swim Club Refreshment Concession, unless otherwise pre-approved by the Swim Team, upon consultation with the Township Manager. The Team may install a coin-operated telephone for the public within the leased premises if none are placed by the telephone company. The Team shall be responsible for all costs of connecting, disconnecting, and operating said telephones.

SOLID WASTE MANAGEMENT: The Team's designated CONCESSIONAIRE shall be responsible for collection, separation, storage, and removal of all solid waste, garbage, litter, trash, and recyclables generated or disposed of within the leased premises. CONCESSIONAIRE shall comply with all recycling requirements imposed by applicable law in WARRINGTON TOWNSHIP. CONCESSIONAIRE'S solid waste management procedures shall include but not be limited to:

- A. **GARBAGE** – CONCESSIONAIRE shall place all garbage in appropriate containers. CONCESSIONAIRE shall complete a thorough garbage and litter pick-up throughout the leased premises prior to leaving each day of operation, and as otherwise required by the Swim Club Manager or designee.
- B. **RECYCLABLES** – CONCESSIONAIRE shall recycle (collect, separate, and market) all corrugated cardboard, office paper, and aluminum. Glass, bimetal cans, and plastic shall be recycled as directed by the Swim Club Manager. All cardboard containers shall be broken down and flattened before being placed in a pre-approved recycling container.
- C. **EQUIPMENT** – CONCESSIONAIRE shall supply, clean, and maintain all equipment necessary to provide a sound solid waste management program including, but not limited to: dumpsters, cans, bag liners, and recycling containers. All equipment shall be maintained in first class condition.
- D. **COST** – CONCESSIONAIRE shall be responsible for all costs associated with collection, separation, storage, and removal of solid waste from this operation. CONCESSIONAIRE will put in place a dumpster behind the food concession building and will be responsible for all tipping fees associated with the dumpster. Dumpster will be emptied on at least a weekly basis.
- E. **PROHIBITIONS** – CONCESSIONAIRE shall not offer for sale any product in, with, or made of glass or polystyrene commonly known as Styrofoam.

CONDITION OF THE LEASED PREMISES: The Swim Team Executive Board has examined and knows the condition of the leased premises and has received the same in reasonably good repair, and further agrees that no misrepresentations as to the condition thereof have been made by the TOWNSHIP, prior to, or at the execution of, this AGREEMENT. The Team, in coordination with its designated concessionaire, agrees at termination of this AGREEMENT, by expiration or otherwise, to return to TOWNSHIP all of the leased premises in a condition of first-class maintenance.

ALTERATIONS TO THE LEASED PREMISES: The Team shall not make any alterations, deletions, or additions in or to the leased premises without prior written approval of the TOWNSHIP. In addition, the Team and its designated CONCESSIONAIRE shall not deface or mutilate the walls, floors, ceiling, equipment, landscaping, or other parts of leased premises in any manner, nor permit any practice or acts injurious to the leased premises, or which may affect the insurance on the buildings, or which may be contrary to law.

PERMANENT IMPROVEMENTS: The Team agrees that any permanent improvements made to the leased premises shall become the property of the TOWNSHIP immediately upon acceptance by TOWNSHIP, free of any and all encumbrances, unless otherwise specified herein. Said permanent improvements shall become a part of the leased premises, and shall be managed according to all provisions of this AGREEMENT upon completion of construction or installation.

SIGNS: The designated CONCESSIONAIRE shall not post any signs or placards within the leased premises, except with the consent or by directive of the Swim Team Executive Board or its designee. All signs shall be neatly prepared, of a professional caliber, and well maintained. All aspects of sign design, placement, wording, and construction must be approved by Executive Board and adhere to all pertinent Township codes and ordinances.

MAINTENANCE OF THE LEASED PREMISES: The Team's designated CONCESSIONAIRE shall keep the leased premises in a clean, sanitary, and presentable condition at all times and shall maintain the leased premises, including maintaining all equipment, buildings, and all other parts of TOWNSHIP'S property in good repair. The Team's maintenance responsibilities shall include but are not limited to: cleaning the entire leased premises, and yearly maintenance and inspection of the range hood fire system up to a maximum of \$300 per year. Copies of related invoice shall be submitted to the Township Manager.

Materials or parts used for maintenance and/or repairs shall be the same material as, approved equal to, or of better quality than, the original material or part as approved by the Township Manager or designee. Any painting done by CONCESSIONAIRE within the leased premises shall be done with paint pre-approved by the Park and Recreation Director or designee for color, type, and quality. All repairs or maintenance done by CONCESSIONAIRE shall be made in accordance with the current Pennsylvania Uniform Construction Code

MAINTENANCE BY TOWNSHIP: The Swim Team Executive Board understands and agrees that, if the maintenance and/or repair work on the leased premises, as herein specified as its responsibility, are not accomplished by the designated CONCESSIONAIRE to the satisfaction of TOWNSHIP, the TOWNSHIP may, at its option, accomplish the work and invoice the Team for same. The Team shall make full payment to TOWNSHIP for said invoice within thirty (30) days after the date of said invoice. The TOWNSHIP shall retain maintenance responsibility for roofing, sidewalks, masonry repairs, blacktop, electrical work, exterior painting, water heater, pumps ventilation, and plumbing repairs. The Team and its designated CONCESSIONAIRE understands the TOWNSHIP may have to complete maintenance within the leased premises during the CONCESSIONAIRE'S operating hours.

INSPECTIONS: The Team and its designated CONCESSIONAIRE understand and agree that there will be a weekly walk through with the Township Manager or designee. The Team agrees to periodic operations and maintenance inspections of said concession operation and leased premises with Warrington code enforcement at least twice a year. The TOWNSHIP expects designated CONCESSIONAIRE'S maintenance to be first-class and that the Team will be responsible to correct and defects found within a reasonable time period, but in no event more than fifteen (15) days. Furthermore, if said defects, as determined by TOWNSHIP, would result in a condition hazardous to the using public, employees, or facilities, said defects shall be corrected immediately.

WORKERS: The designated CONCESSIONAIRE and all persons acting on behalf of CONCESSIONAIRE shall be competent and orderly in their actions under this Agreement, shall keep themselves neat and clean, and shall accord professional, courteous, and competent treatment and service to all guests, patrons, and the public. CONCESSIONAIRE and said persons shall be of an age and mind to display sound judgment and shall only utilize paid or unpaid persons in the operation of subject concession of legally employable age and in compliance with all child labor laws. Any uniforms to be worn by persons working on the leased premises, shall be of such type as are ordinarily worn by employees doing like work in similar places of business.

STORAGE: The Team's designated CONCESSIONAIRE may store its equipment for this concession operation on or in the leased premises during non-operating periods, provided this AGREEMENT is not terminated. If the CONCESSIONAIRE should store its equipment on the leased premises, it is fully and mutually understood that said storage shall be at CONCESSIONAIRE'S sole risk and that the TOWNSHIP shall assume no obligation or responsibility for safeguarding CONCESSIONAIRE'S equipment from acts of vandalism, loss, fire, flood, theft, damage, or acts of God.

REMOVAL OF PROPERTY: The Team and its designated CONCESSIONAIRE agree to remove all personal property from the leased premises at the termination of this AGREEMENT. Any property not removed within fifteen (15) days after the AGREEMENT'S termination shall be considered as abandoned, and the TOWNSHIP may dispose of the same without being accountable to the Team or its designated CONCESSIONAIRE.

TERMINATION RESPONSIBILITIES: The Swim Team agrees, upon termination of this AGREEMENT, to return the leased premises to the TOWNSHIP in good condition. Also, upon termination of this AGREEMENT, the following conditions shall be complied with before the Team is released from its performance guarantee obligation, as set forth in SECTION FIVE, PERFORMANCE GUARANTEE.

- A. All payment of rents, and any other amounts due TOWNSHIP by the Swim Team have been made.
- B. All debris, rubbish, and discarded items have been removed from the leased premises by CONCESSIONAIRE.
- C. The entire leased premises and facilities therein are clean and operable.
- D. All deficiencies found in the final inspection of the leased premises by TOWNSHIP have been corrected by the Team.

ENVIRONMENTAL IMPACT: All aspects of CONCESSIONAIRE'S operation, including any renovations, alterations, or maintenance shall be conducted with effective concerns and practices as to prevent and protect the leased premises and the Swim Club from any adverse environmental impacts.

UNFAIR BUSINESS PRACTICES: Misrepresentation of products for sale or rent at this concession or unfair business practices for this concession operation shall be sufficient reason for TOWNSHIP to terminate this AGREEMENT.

ACKNOWLEDGMENT OF TOWNSHIP: The Team's designated CONCESSIONAIRE shall give Mary Barness Tennis and Swim Club recognition in all forms of advertising and related custom printed materials, to include but not limited to brochures, signs, tickets, postcards, posters, maps, and news releases. The wording and use of said acknowledgment is to be pre-approved by the Township Manager or designee.

ALCOHOLIC BEVERAGES: The Team's designated CONCESSIONAIRE and all persons acting on behalf of CONCESSIONAIRE are prohibited from the sale or possession of alcoholic beverages or illegal substances on Warrington Township property including the leased premises. Such activity may subject the Team to an immediate termination of subject AGREEMENT without consideration to Swim Team

FIRST AID: The Team shall maintain a well-stocked first aid kit within the leased premises. Any emergency necessitating the use of emergency personnel or emergency transportation equipment from outside the swim club shall be reported by the Team to the Swim Club Manager immediately after emergency services have been called by CONCESSIONAIRE.

SPECIAL CONDITIONS

FOOD AND BEVERAGE CONTAINERS: The designated CONCESSIONAIRE shall serve all food and beverages in recyclable, returnable, or disposable containers other than glass or polystyrene.

AMENITIES: The designated CONCESSIONAIRE shall provide as needed napkins, silverware, salt, pepper, and other common amenities and condiments appropriate for foods being offered.

WASTE MINIMIZATION: The designated CONCESSIONAIRE shall practice solid waste minimization and litter reduction by all reasonable means, including but not limited to: (1) minimal use of drinking straws and cup lids; (2) minimal use of packaging products for serving food; (3) minimal use of disposable utensils; and (4) dispensing condiments from bulk containers rather than individual serving packets.

FIRE EXITS: The designated CONCESSIONAIRE shall be responsible for keeping all fire exits within the leased premises free from blockage.

EXHAUST SYSTEMS AND GREASE TRAPS: The designated CONCESSIONAIRE agrees to and is responsible for cleaning kitchen exhaust systems, grease traps, and maintaining all fire extinguishers within the leased premises.

LIGHTING EQUIPMENT: The designated CONCESSIONAIRE is aware that all lights and fixtures suspended over exposed food or food preparation equipment shall be constructed to protect food and equipment from contamination or damage by breakage of lights and fixtures.

ICE: The designated CONCESSIONAIRE agrees that all ice sold, served, or used in this operation shall meet the bacteriological and chemical standards for drinking water.

PEST CONTROL: The designated CONCESSIONAIRE is responsible for adequate measures for the control of arthropods and rodents within the leased premises, which TOWNSHIP deems a public health hazard.

SUPPLIES: The designated CONCESSIONAIRE shall provide all necessary maintenance and cleaning supplies and equipment, as well as paper towels, hand soap, light bulbs, and all other supplies as needed within the leased premises for the operation of this concession.

SEATING EQUIPMENT: The designated CONCESSIONAIRE shall maintain all stools, benches, chairs, and tables within the leased premises in excellent condition at all times and utilize seating equipment appropriate to the setting. The TOWNSHIP may place picnic tables within the leased premises.

DELIVERIES: The designated CONCESSIONAIRE shall be present to receive and properly store all deliveries of food, supplies, and equipment.

FOOD SAFETY: The designated CONCESSIONAIRE shall be aware of and comply with all current rules and regulations by the Department of Agriculture, Division of Food Safety and Laboratory Services and Bucks County Health Department regulations. The Team's designated CONCESSIONAIRE official shall provide both the Team President and Township Manager with a copy of all Inspection Reports within forty-eight (48) hours after receipt.

HEALTH STANDARDS: The TOWNSHIP may provide, through on-site instructions and inspections, the standards for safety and health, which the designated CONCESSIONAIRE shall meet for housekeeping and cleaning throughout the leased premises.

SECTION V – INSURANCES

PERFORMANCE GUARANTEE: The Team's CONCESSIONAIRE shall furnish and keep in full force and effect, during the term of this AGREEMENT, a performance guarantee made payable to the Warrington Township Swim Team, in the amount of the designated CONCESSIONAIRE'S negotiated annual lump sum rental payment, conditioned for the full performance of all the covenants and stipulations contained in this AGREEMENT. The performance guarantee shall either be a cash deposit, performance bond, certificate of deposit, passbook saving account, automatically renewable irrevocable letter of credit, or another form acceptable to Swim Team and Township Administration. Said amount is not subject to increase per SECTION TWO, Paragraph 2.6, but shall remain constant throughout the terms of the AGREEMENT.

LIABILITY INSURANCE: The Team's designated CONCESSIONAIRE shall provide at its sole expense and maintain in full force and effect at all times during each term of this Agreement, comprehensive, public liability insurance in an amount not less than: either (1) combined bodily injury and property damage liability \$100,000 each occurrence and \$300,000 aggregate, or (2) bodily injury liability \$100,000 each occurrence and \$300,000 aggregate; and property damage liability \$10,000 each occurrence and \$20,000 aggregate; which shall protect CONCESSIONAIRE from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement or any occurrence on or about the leased premises, whether such operations are by CONCESSIONAIRE or anyone directly or indirectly employed by it.

The designated CONCESSIONAIRE shall furnish the Swim Team Executive Board and TOWNSHIP with a copy of the required liability insurance policy prior to the beginning of each term of this Agreement, and/or prior to the expiration of a current policy. Failure by the Team's designated CONCESSIONAIRE to meet this requirement will result in the immediate concession closure by the Township. The concession operation will be required to remain closed until proof of a valid liability insurance policy, is provided by CONCESSIONAIRE to TOWNSHIP, and until approval to resume concession operations is granted by TOWNSHIP. Said policy shall not expire during the minimum operating season as stated in SECTION THREE, Paragraph 3.4. WARRINGTON TOWNSHIP shall be named as a certificate holder and as an additional insured on said liability insurance.

WORKER'S COMPENSATION INSURANCE: The Team's designated CONCESSIONAIRE shall provide at its sole expense and maintain in full force and effect during this AGREEMENT, worker's compensation insurance for personnel employed in the business operated under this AGREEMENT.

INSURANCE CANCELLATIONS: TOWNSHIP shall be immediately advised by CONCESSIONAIRE should any of the aforementioned insurance policies be canceled by CONCESSIONAIRE or the insurance company prior to the expiration date indicated on said policy.