

March 24, 2018

Bellwood Antis Township Park and Recreation Authority
909 North 2nd Street
Bellwood, Pennsylvania 16617

Re: 2018 Management Agreement for Bellwood/Antis Community Pool

Dear Bellwood Antis Township Park and Recreation Authority Board Members:

The Hollidaysburg Area YMCA is appreciative for the opportunity to partner with the Bellwood Borough and the Antis Township in the operation of Bellwood/Antis Community Pool. Water safety and positive community activities for children and families are at the foundation of the YMCA's history and role in this partnership. We pledge our best efforts to provide your community with the finest programming that we can.

We understand that we will offer the opportunity to participate in traditional pool activities to individuals purchasing season and daily privileges from Memorial Day Weekend through Labor Day. The Township will supply enough garbage bags so that all trash bins can and will be emptied every night. Also, the Township will provide some device that the liners will not fall down into the bin. We understand that the YMCA will be responsible for all wages of the lifeguards, program personnel, and managers, as well as all related payroll expenses and insurances. We understand that the owners will be responsible for all other expenses including a management subsidy to the YMCA. We trust that this information is consistent with your understanding.

SPECIFICS TO THIS AGREEMENT:

Length of Agreement: The Hollidaysburg Area YMCA will be responsible for preparing the pool and pool environment for public use Saturday, May 26, 27 and 28, 2018, and reopen June 5th for the summer. Operating it “weather-permitting” during the customary hours and days of services according to past practices, and closing the pool Sunday August 19, 2018 (depending on 1st day of school/college) and reopen for August 25, 26th (weather permitting, and staff availability) and then reopen for Labor Day weekend September 1,2,and 3rd, 2018. Closing the pool by September 15th 2018 in anticipation of the winter and reuse the following spring.

YMCA Responsibilities: The YMCA will staff the pool with lifeguards and adequate personnel to permit safe and orderly operations of all activities related to the pool including recreational uses, swim instruction, pool rentals, concessions, and special events in accordance with the relevant policies prescribed within the Bellwood Antis Park & Recreation Authority Policy and Procedures Manual. The YMCA will collect all related fees and provide an end-of-season accounting to reconcile the settlement of the financial terms of this agreement. The YMCA will police and maintain the grounds within the pool enclosure only. The YMCA will promote the pool and pool activities with the media opportunities within the community that are available at no cost. The YMCA will produce flyers and posters for the promotion of events at the pool itself. Any significant expense for promotion will be at the discretion of the YMCA and the payable by the YMCA. The YMCA will follow the terms of the liability insurance policy, but will not be responsible for its payment. YMCA will maintain water chemistry after pool is prepared and ready, and continue through Labor Day 2018. YMCA will be responsible for Pavilion rentals with Township getting half of rental fees. YMCA, along with the borough and township employees, will keep the pavilion swept and clean. Township will be responsible for all garbage pickup during the weekdays and holidays. The Authority will be responsible for opening pavilions for rentals during scheduled closed dates of the pool not including pool closing for in-climate weather.

Payment of Services: The YMCA will be paid \$5,100 for their management and operational services of the Bellwood/Antis Pool. It is expected that there will be an operational deficit of \$2,000. Consequently, the Bellwood and Antis Township Collaboration will pay to the YMCA a fee of \$7,600. This will be payable on the first day of June, July, and August in the amounts of \$2,550, \$2,550, and \$2,500. If payment is not received by scheduled due date a 10% late fee will be access to the account, and will be the responsibility of Bellwood and Antis collaboration to pay this fee. At the conclusion of the pool season, the YMCA will provide a full accounting of the income and expenses of their service. Any net income in the excess of \$5,000 will be shared at a ratio of 70% to the YMCA and 30% to the owners.

Payment of Expenses other than Payroll: The YMCA will be responsible for payroll and all payroll related costs. The Borough and Township will be responsible for all other expenses. These expenses will include, but not be limited to insurance, utilities, pool chemicals, repairs, permits and licenses, supplies and materials, and other costs not

related to staffing. These expenses will be invoiced directly to the owners. The YMCA will not be authorized to incur any expense to the owner without prior approval.

Exclusions:

Agreement Modifications: Any change to this agreement as tendered in this letter must be mutually agreeable to the parties and provided in written form to become part of this contract. LeeAnn Aurandt, Stacey Roach, and Sharon Jones are authorized to approve any changes on behalf of the YMCA.

This agreement is submitted for your consideration and approval. Please feel free to suggest any changes if you feel a better understanding is required. Thank you for the opportunity to work with you to provide quality programming to the people of your community at the Bellwood/Antis Pool.

Respectfully,

Lee Ann Aurandt
Aquatics Director

I, HEREBY ACCEPT THE TERMS OF THIS AGREEMENT WITH THE HOLLIDAYSBURG AREA YMCA TO OPERATE THE BELLWOOD/ANTIS COMMUNITY POOL FOR THE 2018 SUMMER SEASON.



SIGNATURE

Dorin Tornatore, President

PRINTED NAME & TITLE

5/14/18

DATE