

**RESOLUTION 2023-15
RADNOR TOWNSHIP**

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH RADNOR WAYNE LITTLE LEAGUE TO INSTALL, OPERATE, AND MAINTAIN ENCKE PARK BALLFIELD B FIELD LIGHTING.

WHEREAS, Radnor Township strives to maintain and improve its parks and recreational facilities at the highest standard for a positive impact to the quality of life for its residents; and

WHEREAS, Radnor Township desires to improve the recreational amenities at Encke Park with the addition of Radnor Wayne Little League's project to install, operate, and maintain ballfield lighting at the Ballfield B to extend play after dark for baseball and softball; and

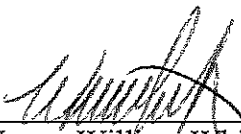
WHEREAS, The Radnor Township Parks & Recreation Board has reviewed and recommended this project with a unanimous 6-0 vote at their December 2022 meeting; and

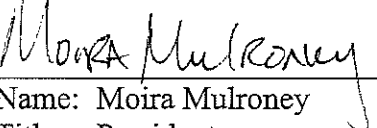
WHEREAS, There is no direct impact to the Township general or capital fund for the project and no use of taxpayer dollars to fund the project as Radnor Wayne Little League will be responsible for 100% of the costs for construction, installation, operation and maintenance of the project along with funding the operational electric utility expenses for the park on an annual basis.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Radnor Township does hereby authorize the Township to approve a Memorandum of Understanding with Radnor Wayne Little League to install, operate, and maintain Encke Park Ballfield B Field Lighting.

SO RESOLVED this 13th day of February, 2023.

ATTEST:


Name: William White
Title: Township Manager/Secretary

RADNOR TOWNSHIP
By: 
Name: Moira Mulrone
Title: President

**Memorandum of Understanding
RE: Encke Park Ballfield B Light
Project**

**Between:
Radnor Wayne Little League
And
Radnor Township**

1. Parties

This Memorandum of Understanding (MOU) is made and entered by and between *Radnor Wayne Little League* (RWLL), currently located at 451 Barclay Road, Radnor Township, Pennsylvania, and the *Township of Radnor* ("Radnor Township", or "Township"), with offices located at 301 Iven Avenue, Wayne, Pennsylvania 19087.

2. Purpose

The purpose of this MOU is to establish terms and conditions under which RWLL will engage in the construction of park improvements at Encke Park, which park improvements will consist of lighting on Encke Field B ("Encke B"), at the Encke batting cages adjacent to Encke B, and on the ingress/egress pathway from the lower parking lot at 301 Iven Avenue to Encke B, as well as any other necessary improvements related thereto and operation and maintenance of the installed lights in accordance with all Township ordinances and directives from Radnor Township and the Radnor Township Board of Commissioners. ("Project") No other field lights are authorized at Encke Field without separate approval by the Township.

3. Term

This MOU ("Agreement") is in effect upon execution by authorized representatives of RWLL and the Radnor Township Board of Commissioners and shall remain in full force and effect through satisfactory completion and use of Project as described above. The Term of this Agreement shall be 5 years, and the Term will automatically renew for additional one-year terms, unless either party gives ninety (90) days' notice of termination.

4. RWLL Obligations

A. RWLL shall contract with a licensed contractor approved by the Township in order to construct the proposed Project.

B. RWLL shall make application for all applicable Township permits and shall comply with such permits once approved and issued by the Township.

C. RWLL shall require its contractor to be registered by the Township in order to guarantee the satisfactory completion of the Project.

D. RWLL shall name the Township as an additional insured and shall secure a certificate of insurance in amounts acceptable to the Township.

E. The Project shall be designed and constructed in accordance with all codes and regulations of Radnor Township.

F. RWLL is responsible for any and all maintenance costs associated with the Project during the term of this agreement.

G. RWLL shall be responsible for payment of any and all costs and fees associated with the construction, installation, operation and maintenance of the lights in the Project

H. RWLL shall be responsible for operation of the lights in accordance with all ordinances, rules or rulings, directives from the Board of Commissioners, and requests and instructions from Radnor Township.

I. All operational costs shall become the sole responsibility of RWLL for the duration of the Term. RWLL shall reimburse the Township for all present and future electrical usage at Encke Park on an annual basis. Reimbursement payments shall be made on or before July 1 for the preceding six months of the year, and on or before February 1 for the preceding months of July through December.

J. RWLL shall operate the lights only during the RWLL season(s) and only for baseball- or softball-related activities.

K. RWLL shall operate the lights at other times and/or for other purposes if approved by Radnor Township. The Township shall have the right to utilize the lights for Township functions held at Encke Park or at the Township Building. In the event of conflicting event schedules, resulting in insufficient parking, the Township shall have priority.

L. RWLL shall provide remote access and control to the lighting as well as share contact information for all corresponding individuals for use by Radnor Township personnel, in case of emergency, as directed by the Township.

5. Township Obligations

A. The Township will provide inspection and approval of all improvements which are in compliance with Township ordinances.

B. The Township has the right to provide such personnel, services, equipment, or other assistance for the Project, at its sole discretion, upon approval of the Township Manager.

6. Indemnification

RWLL agrees to indemnify and hold harmless the Township, its elected officials, its employees, their successors and assigns from any and all claims, actions, causes of actions, damages, attorney's fees or other obligations of any kind, including but not limited to claims for damages to persons or property that may arise against the Township, as a result of the proposed Project performed and used by RWLL.

7. Ownership and Use of Improvements

A. All improvements by RWLL to Encke Park, including the lighting, shall be the property of Radnor Township and shall be insured by the Township.

B. Should RWLL become unable to perform its obligations under this agreement, or cease to exist as an organization, its rights and obligations shall be assumed by the Township.

C. RWLL's rights and obligations under this agreement shall be assignable only upon receipt of express written permission from Radnor Township.

D. RWLL shall have primary use of the lighting from March to November 15 of each year, except for Township activities and at other times as directed by the Township.


E. RWLL will operate the lights in accordance with all Township ordinances and policies with regard to operation and use. The lights will not be permitted to be on past 10:00 PM daily and any egress or periphery lighting will not be permitted to be on past 10:30 PM.

F. RWLL will not be charged any additional "use fee" for the use of the facilities when lit, except so as to cover costs as indicated above.

G. The Township shall maintain and winterize the facilities and structures at Encke Park, other than the lighting as indicated herein, which will be maintained, including any necessary winterization, by RWLL.

H. RWLL shall perform any additional renovations needed so as to use and maintain the lighting for the Term, and RWLL agrees that any such improvements and renovations at Encke field shall be reviewed and approved in advance by the Township.

On behalf of Radnor Township:


(NAME/TITLE) *Township Manager/Secretary*

2/14/2023
Date

On behalf of Radnor-Wayne Little League:


Thomas J. McWilliams, President

2/14/23
Date