

## **AGREEMENT**

THIS AGREEMENT, made this 11th day of June, 2025, by and between **NORTH SEWICKLEY TOWNSHIP**, a municipality with offices at 893 Mercer Road, Beaver Falls, Beaver County, Pennsylvania (hereinafter referred to as “Township”), and **RIVERSIDE BASEBALL FEDERATION**, a Pennsylvania association with its location at 154 Little League Drive, Beaver Falls, Beaver County, Pennsylvania (hereinafter referred to as “Federation”) and shall be valid for a length of 5 years at which time a new agreement will be signed by both parties. Agreement terms January 1, 2025 – December 31, 2029.

WHEREAS, the Township owns recreational land which includes baseball fields, roadways and certain other improvements which is also known as Bradshaw Park;

WHEREAS, the Federation utilizes the fields, roadways and certain other improvements within Bradshaw Park;

WHEREAS, the Township and Federation wish to set forth their respective responsibilities and obligations with respect to the maintenance and operations within Bradshaw Park.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The Township shall be responsible for the following:
  - A. The maintenance of all driveways and parking areas within Bradshaw Park;
  - B. The trimming and maintenance of all trees and shrubs within Bradshaw Park;
  - C. The maintenance and cost of all utilities servicing Bradshaw Park;
  - D. The provision of police coverage within Bradshaw Park;
  - E. The Township shall be responsible for one-half of the cost of an evergreen buffer between the baseball field and the neighboring properties not to exceed the number of evergreens approved by the Township;
2. The Federation shall be responsible for the following:
  - A. The maintenance of all fields, buildings, dugouts and other baseball

related structures;

- B. The Federation shall provide grass cutting, pest control, garbage collection, field maintenance and dragging, and seasonal opening and closing procedures with respect to Bradshaw Park pursuant to the terms set forth in Exhibit "1" which is attached hereto and incorporated herein;
- C. The Federation shall be responsible for the cost and maintenance of two portable toilets at Bradshaw Park, one of which must be wheelchair accessible;
- D. The Federation shall be responsible for one-half of the cost of an evergreen buffer between the baseball field and the neighboring properties.

3. In the event the Federation desires to construct any improvements, additions or modifications that require a zoning and/or building permit at Bradshaw Park, it shall seek the approval of the Township and shall obtain such permits as may be required in accordance with Township regulations and ordinances.

4. The Federation shall maintain general liability insurance in an amount not less than \$1,000,000.00 and shall identify the Township as an additional insured. The Federation shall provide such certificates of insurance at such times that it is requested to do so by the Township.

5. The Federation and Township agree that any dumpster located at the park shall be located at the southwest corner of the park.

6. The Federation and Township agree that the operation of the overhead field lights shall be in accordance with the lighting procedures as set forth in Exhibit "2" which is attached hereto and incorporated herein;

7. The Federation agrees to maintain the athletic field in accordance with the field dragging procedures set forth in Exhibit "3" which is attached hereto and incorporated herein;

8. This Agreement shall be for a term of five (5) years commencing January 1, 2025 and ending December 31, 2029. This Agreement shall renew for additional five (5) year periods upon the mutual consent of both parties;

9. No modification or waiver of any of the terms hereof shall be valid unless in writing with the same formality as this Agreement and signed by both parties.

10. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

11. This Agreement constitutes the entire understanding of the parties with regard to the specific terms, provisions and conditions set forth herein and does supersede any and all prior agreements and negotiations between them relative to the same. There are no representations, terms, covenants, conditions or warranties, express or implied, oral or written, of any nature whatsoever, other than those expressly set forth herein.

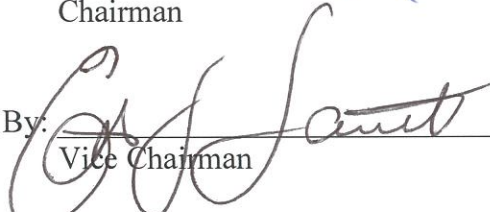
IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have set their hands and seal on the day and year first herein above written.

ATTEST:

  
\_\_\_\_\_  
Lisa A. Crespo  
Secretary/Treasurer

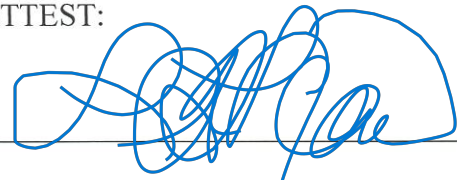
NORTH SEWICKLEY TOWNSHIP

By:   
\_\_\_\_\_  
Chairman

By:   
\_\_\_\_\_  
Vice Chairman

By:   
\_\_\_\_\_  
Board Member

ATTEST:

  
\_\_\_\_\_

RIVERSIDE BASEBALL FEDERATION

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Vice President

## GRASS CUTTING

Every November we seek bids for upcoming year

Maintain grass cutting from March through November for fields and common areas on needed basis

Aerate the grass on all fields in the Fall

Plant grass and add dirt as needed

Spray fields for weeds

## PEST CONTROL

Spray for carpenter bees in the Spring in the dugouts and pavilions

Take care of any infestations: bees, wasps, spiders or mice

## GARBAGE

Garbage company delivers dumpster on April 1 and removes it on October 31

Dumpster is emptied once a week during months above

Workers working in the shack will empty the trash cans in front of the shack and playground nightly

Coaches empty trash cans around the fields nightly

Coaches also pick up and clean out dugouts and surrounding areas after games

Put garbage cans out before practices start

## OPENING AND CLOSING PARK PROCEDURES

Turn water on in the Spring

Harrow fields

Put garbage cans out before practices start

Put out mounds and picnic tables

Order portable toilets

Clean bathrooms and shack

Put down batting cage nets and L-screens

Drop batting cage net down

Winterize bathrooms, snack shack

Turn water off

Blow out water lines

Put away garbage cans

Lift batting cage nets off ground

Put away L-screens

Maintenance quads

Have portable toilets picked up

Put away mounds, picnic tables

Clean snack shack

Have conditioner dumped on each field (Mustang & Bronco get 5 tons each) (Pony gets 10 tons)

## **EXHIBIT 1**

### LIGHTING PROCEDURES

During school Monday-Thursday no new inning after 9 PM; lights out by 9:30 PM

Friday, Saturday & Sunday no new inning after 10:30 PM; lights out by 11:00 PM

During summer when school is out Monday-Thursday no new inning after 9:30 PM; lights out by 10:00 PM

During summer on Friday-Sunday no new inning after 10:30 PM; lights out by 11:00 PM

## FIELD DRAGGING PROCEDURES

1. Determine the condition of the field before you start
  - A. Standing water or muddy field
    - i. If you step onto the field and leave footprints or sink, the field may not be playable.
    - ii. Do not use the quad or drag on the field.
  - B. Wet or Damp Field
    - i. If the field is wet, you can use the pillow puddles to remove standing water
    - ii. While walking on the field, there should be no sinking or leaving footprints on the field
    - iii. Quad may be used to drag the field, if using quad, stay under 5 mph
    - iv. If you can drag the field, it may clog and dirt may pile up on the drag, pull the drag to a low spot on the field (Ex: 2<sup>nd</sup>, 3<sup>rd</sup>, or home plate) and shake off the drag, repeat until the field is drug
    - v. The sprayer will not be used with this type of field condition
    - vi. Pull the quad to the edge of the infield/outfield
    - vii. Roll the rope up in the drag and put the drag on the front of the quad
    - viii. Rake dirt pile level
    - ix. Strap down drag and rake on the front of the quad
    - x. After games/practices, rake bases and Homeplate
  - C. Dry Field
    - i. Take quad and fill up the tank on the back with water (if dragging pony field, you may need to fill up twice)
    - ii. Pull quad onto the field and hook up the drag, stay under 5 mph
    - iii. Turn the sprayer on and drag the field, staying away from the infield/outfield edge to reduce buildup of the lip
    - iv. Also stay away from the fence lines so that drag does not get caught up in it
    - v. Pull the quad to the edge of the field, shut off the sprayer
    - vi. Roll the rope up in the drag and put the drag on the front of the quad
    - vii. Rake the dirt pile level
    - viii. Strap down the drag and rake on the front of the quad
    - ix. After games/practices, rake bases and Homeplate

If you run into any problems with the sprayer not working, report the problem to a board member or league commissioner and we will get it fixed

## **EXHIBIT 3**