

Resolution # 2017-19

**A RESOLUTION OF THE TOWNSHIP OF UPPER SOUTHAMPTON, COUNTY OF BUCKS,
COMMONWEALTH OF PENNSYLVANIA AMENDING THE PARKS AND RECREATION
FACILITY USE POLICY BY CREATING TERMS AND CONDITIONS FOR THE ISSUANCE OF
CONCESSION STAND PERMITS**

Whereas, it has come to the attention of the Township that sports clubs in Upper Southampton Township from time to time operate concession stands with paid vendors; and

Whereas, Pennsylvania Department of Agriculture regulations require paid vendors to obtain a license to operate a food facility with such license being issued by the Bucks County Board of Health for food facilities operating in Bucks County; and

Whereas, the prerequisite for obtaining a license to operate a food facility in Bucks County is a kitchen area that satisfies all of the regulations and requirements of a licensed food facility; and

Whereas, absent a food facility license issued by the Bucks County Board of Health, paid vendors may only sell prepackaged, non-potential hazardous foods and beverages; and

Whereas, the Pennsylvania Department of Agriculture regulations exempt youth sports clubs from licensing requirements if they operate concession stands entirely with volunteers; and

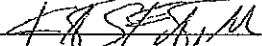
Whereas, the Upper Southampton Township Board of Supervisors adopted a Parks and Recreation Facility Use Policy on July 7, 2015; and

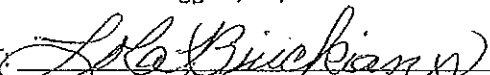
Whereas, the Parks and Recreation Board, at its public meeting on August 8, 2017, recommended that the Upper Southampton Township Board of Supervisors approve an amendment to the Parks and Recreation Facility Use Policy by establishing terms and conditions for issuance of concession stand permits.

Now therefore, be it resolved and it is hereby resolved that the Board of Supervisors of Upper Southampton Township amends the Park and Recreation Facility Use Policy by establishing terms and conditions for issuance of concession stand permits as set forth in the Concession Stand Use Permit Application attached hereto as Exhibit A and this resolution is effective upon adoption.

BE IT RESOLVED this 3rd day of October, 2017.

**UPPER SOUTHAMPTON TOWNSHIP
BOARD OF SUPERVISORS**

BY: 
Keith E. Froggatt, Sr., Chairman

ATTEST: 
Lola G. Biuckians, Secretary/Treasurer

**Upper Southampton Township Parks & Recreation Department
913 Willow Street, Southampton, PA 18966**

Concession Stand Use Permit Application

(Submit a separate application for each location.)

Applicant: _____ (hereinafter "Applicant")

Applicant Mailing Address: _____

Contact Person: _____ Title: _____

Contact Mailing Address: _____

Phone: _____ Cell: _____

Email: _____

Will paid personnel or a vendor operate the concession stand? _____

Does the applicant or vendor have a food facility license? _____ If so, please attach license.

Concession Stand Location: _____ (hereinafter "Premises")

Permit Term: Date (mm/dd/yyyy): _____ to _____

Terms and Conditions for Concession Stand Use and Operation

- I. **Applicant agrees to comply with all applicable local, state and federal laws and regulations including but not limited to those of the Bucks County Department of Health and the following terms and conditions imposed by Upper Southampton Township (hereinafter "Township") with regard to the use and operation of a concession stand:**
 - A. **Use of Premises** – The premises shall only be used for the operation of a concession stand. All materials, supplies and equipment not necessary for the use and operation of a concession stand may not be stored in the concession stand. Concession Stand shall mean the concession buildings at (1) Tamanend Park in the Lions Grove, (2) Veterans Field, (3) Willi Schaefer Sports Complex and (4) Building addition attached to the Community Center building.
 - B. **Indemnification** - To the fullest extent permitted by law, applicant shall indemnify, defend and hold harmless Upper Southampton Township and its elected and appointed officials, employees, agents and authorized volunteers from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees) arising out of or related to applicant's services performed under the permit granted pursuant to this application or operations related thereto, unless such claims arise from the gross negligence of Township. The obligation set forth in this provision shall survive the termination of this permit.

- C. **Insurance** – Applicant shall have at all times, while the permit granted pursuant to this application is in effect, a commercial general liability insurance policy from a reputable and well capitalized insurance company with minimum limits of liability of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$1,000,000 products/completed operations aggregate.

If applicable, Applicant shall have at all times while the permit granted pursuant to this application is in effect, workers compensation insurance or its equivalent with statutory benefits as required by the Commonwealth of Pennsylvania; employers liability insurance or its equivalent with minimum limits of \$100,000 each accident for bodily injury by accident; \$100,000 each employee for bodily injury by disease; and \$500,000 policy limit for bodily injury by disease.

- D. **Proof of Insurance** – Applicant shall submit a certificate of insurance for the use and operation of a concession stand naming Upper Southampton Township, 939 Street Road, Southampton, PA 18966 as an additional insured.
- E. **Board of Health License** – If required, the Applicant shall obtain a license to operate the concession stand from the Bucks County Department of Health or such other agency having jurisdiction and to fully comply with its rules and regulations. The Applicant is responsible for the cost of the license. The license must be displayed for public inspection.
- F. **Rates to the Public** – The Applicant will have the right and privilege to charge such prices as are reasonable and fair. The Applicant shall provide satisfactory service and quality merchandise at reasonable rates. Prices must be posted for public inspection on the premises.
- G. **Personnel** – The Applicant shall provide the necessary personnel to operate the concession stand. The Applicant shall comply with all the requirements of federal, state, and local laws, including but not limited to, minimum wage, social security, child labor, Civil Rights Act of 1964, unemployment compensation and workmen’s compensation. All personnel shall undergo any required background check in accordance with Township policy and State law or regulation.
- H. **Waste, Nuisance, or Illegal Uses** – Applicant shall not use or permit the use of the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule, or regulation applicable to the Premises, nor for any illegal purpose, nor causes interference with other programs being operated at the same time. Applicant shall comply with all local, state, and federal regulations pertaining to or applicable to the permitted use.
- I. **Maintenance and Repairs by Applicant** – The Applicant shall be responsible for all maintenance to the concession stand, including maintaining all equipment and property therein, in good repair, at Applicant’s expense. In addition, the Applicant shall be responsible for any repairs to equipment, buildings, and all other parts of the Township’s property resulting from any act of negligence, or lack of due care on the part of the Applicant, its employees or its customers. Applicant shall first notify the Township of any repairs to Township property. All maintenance, repairs, and replacements required by this Article must be performed promptly when required and in a manner that will not cause depreciation in the value of the Premises. Applicant agrees to periodic maintenance inspections of said premises with Township’s representatives. Township may inspect premises at any time without notice to Applicant. Applicant understands that the Township expects Applicant’s maintenance to be first-class. Applicant agrees to correct any defects found within a reasonable amount of time, but no more than fifteen (15) days after discovery of the defect.
- J. **Refuse Removal** - Applicant shall keep the Premises as well as any appliances and/or equipment located therein clean, sanitary, and free of grease to the satisfaction of Township which shall include disinfecting and deodorizing. Applicant shall remove all garbage and rubbish generated by the operation of the concession stand as well as from its patrons on a daily basis throughout the term of the permit.

K. **Signs** – Applicant shall not have the right to erect any signs, except for posting prices, on any portion of the Premises, including the exterior walls of the Premises without the prior written consent of Township. If permitted, signs shall comply with all applicable laws, ordinances, and regulations. Applicant shall remove all signs at the termination of this permit and repair any damage resulting thereof.

L. **Equipment** – The Applicant shall not use or store any propane/gas appliances inside the concession stand. Outdoor cooking appliances shall be surrounded by a physical barrier to protect the public from harm and shall not block any building egress way. It is understood that the Township does not provide any appliances or equipment. With the consent of the Township, the Applicant may install appliances and/or equipment necessary for the operation of the concession stand at its sole cost and expense, and shall maintain all equipment, fixed and expendable, in good order and repair at its sole cost and expense during the term of the permit. The use of any appliances or equipment located on the Premises is at the risk of the Applicant. All such appliances and/or equipment shall be removed from the Premises at the end of the permit term. The Applicant may not store any appliances, equipment or personal property on the Premises after the end of the permit term. Any property, appliances and/or equipment not removed within fifteen (15) days after the end of the permit term shall be considered as abandoned, and the Township may dispose of and Applicant hereby consents to the disposal of the same without additional notice to Applicant.

M. **Tobacco Use** – The use of tobacco and tobacco products are prohibited in the concession stand.

Applicant has read and agrees to abide by the above terms and conditions and comply with the Township’s Facility Use Policy, a copy of which is available on the Township’s website at www.ustwp.org and at the Township Parks and Recreation office. The undersigned are officers of the applicant and has the authority to sign this application on behalf of the Applicant.

Signature	Print Name	Title	Date
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Signature	Print Name	Title	Date
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TO BE COMPLETED BY PARKS & RECREATION DEPARTMENT Date Application Received _____

Approved Approved with Changes _____

Not Approved/Reason _____

PERMIT # _____

Parks & Recreation Signature	Date
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