

MEMORANDUM OF UNDERSTANDING

Between

TIO LLC, dba TAKE IT OUTDOORS

And The

BOROUGH OF POTTSTOWN

This **MEMORANDUM OF UNDERSTANDING** (MOU) is hereby made and entered into by and between **TIO LLC**, hereinafter referred to as "Outfitter" and the **Borough of Pottstown**, hereinafter referred to as the "Borough."

A. BACKGROUND:

The Schuylkill River Greenways NHA (SRG), a nonprofit 501c3 organization in Pottstown, Pennsylvania has a long and rich history of being involved with recreational initiatives in southeastern Pennsylvania. Since our founding in 1974, our organization has been committed to preserving and conserving the greenway along the Schuylkill River, creating and building the regional Schuylkill River Trail (SRT) as well as working to return residents, visitors and communities to valuing the river as an important natural and recreational resource for our region.

Over the last five to ten years there has been significant growth in the outdoor recreational industry along the Schuylkill. Over one million people use the Schuylkill River Trail each year, and the SRT was recently named the #1 Urban Trail in America by the USA today. Additionally, each weekend in the summer, hundreds of individuals can be found kayaking, canoeing, and fishing along the river. As a result, many of our communities and river towns are now recognizing the benefit that the river and the trail brings to their business and residents.

We believe that this growth will only continue as more and more people recognize and fall in love with the Schuylkill River and what this region has to offer recreationally. To that end, we are taking an active role in supporting the infrastructure and programming that will galvanize the increased activity and demand for access and recreation on the river.

In 2020, Take It Outdoors was created as a non-profit entity to support the local Schuylkill River Greenways National Heritage Area in meeting their mission of "connecting individuals and communities to the Schuylkill River and the Schuylkill River Trail". Take It Outdoors, in partnership with the SRG Board of Directors, was created to promote, support and deliver outdoor recreation and education programming for residents and visitors to our region.

Take It Outdoors is a fully licensed and insured outfitter providing kayak and canoe rentals, a free bike share program, fully guided and DIY river and trail trips, hiking

and backpacking adventures, as well as youth, community, and corporate team building programs.

Through the support of the Borough of Pottstown, and Pottstown Parks and Recreation, Take It Outdoors will create a unique, fun and active headquarters in Riverfront Park, where it will operate and deliver services and programs.

B. PURPOSE & OBJECTIVES:

The purpose and objective of this MOU is for the Outfitter and the Borough to partner together to promote and engage local residents and visitors to the region in safe, healthy, fun and engaging outdoor recreation activities.

These activities will draw people to the Pottstown community where they will learn not only about Take It Outdoors but also the many other attractions including downtown shopping and restaurants, the Colebrookdale Railroad, the Challenger Center and other area attractions.

C. BENEFITS:

1. Pottstown will be the location for the headquarters of the Outfitter and the Pottstown Recreation Hub.
2. Pottstown will serve as a significant river and trail town in the region.
3. Outfitter will provide added attraction, energy and vibrancy to community of Pottstown.
4. Outfitter will draw visitors to downtown Pottstown shopping and restaurant district.
5. Increased visibility of Riverfront Park, the Montgomery County Community College West Campus, the Challenger Center, and other community attractions.
6. Increased access to programming for Borough residents and visitors.
7. Access to outdoor recreation services and programs that will support healthy lifestyles, a lively and energetic outdoors community, and improved social connections throughout Pottstown.

D. BOROUGH OF POTTSTOWN AGREES TO:

1. Allow Outfitter to operate in the agreed upon location in Riverfront Park, Pottstown for the specified time period stated in this MOU. Outfitter will use the main staging area, the vehicle access to the containers, the water trail landing at the river's edge, and the parking spaces still to be determined. A site plan is attached to this MOU that shows the locations within Riverfront Park that the Outfitter will use to conduct its operations. (Exhibit 1)

2. Allow overnight parking for two vans and three trailers on borough owned section of the Riverfront Park parking lot.
3. Maintain vegetation, shrubs and trees to ensure safe operation of Outfitter and guest services in the vicinity of the Outfitter.

E. TAKE IT OUTDOORS AGREES TO:

1. Outfitter will maintain the Borough property within the vicinity of the Outfitter including:
 - a. Mowing of grass and edging.
 - b. Annual upkeep of mulched picnic area.
 - c. Maintain a clean and professional appearance of the shipping containers, fencing, and related outfitter equipment.
 - d. Provide for and maintain separate bathroom facilities for use of TIO visitors and guests
2. Operate during the following hours of business:
 - a. Monday, Tuesday, Wednesday – Special programming for group activities
 - b. Thursday through Sunday – 9am-5pm – All services open to the public
3. Submit a Certificate of Insurance naming the Borough as an additional insured.
4. Keep emergency vehicle access open at all times except when loading and unloading is required as a part of normal Outfitter business.
5. Apply for and obtain any Borough permitting required for programs and events in Riverfront Park that are outside of normal Outfitter operations.
6. Provide both trash and recycling receptacles for refuse produced as a result of operations. Outfitter will dispose of waste at their own expense.
7. Offer market price or lower for their services and will strive to offer discounts when working with other local nonprofits and partner organizations.
8. Offer special programming throughout the season that will be free to borough residents. Programming for 2022 to include:
 - a. May 14 – Exclusive Free Borough Day. The outfitter will be closed to the general public and Pottstown residents will have exclusive access to all Outfitter services including bicycling, kayaking, canoeing and shuttle service. Individuals must show ID with 19464 zip code to participate.
 - b. TBD – Free Borough Day. Outfitter will be open to the general public but will offer Pottstown residents free access to all Outfitter services including bicycling, kayaking, canoeing and shuttle services. Walk-ins welcomed but pre-registration preferred. Individuals must show ID with 19464 zip code to participate.
 - c. TBD – (2) Free Intro to Kayaking Classes for up to 10 Borough residents each. Registration required on first come first served basis. Program will include instruction and education program on river kayaking basics, shuttle service and a fully guided 5 mile paddle.

- d. September 17 - Free kayaking during the Pottstown Community Latin Festival
9. Include within the standard liability waiver signed by all participants utilizing outfitter's services language indemnifying The Borough of Pottstown against all liability for personal injury to outfitter clientry.
10. If circumstances arise such that this, or future MOU's are terminated, Outfitter will remove all structures including containers, fencing and other Outfitter owned equipment and will leave the site in an agreed upon condition.

F. IT IS MUTUALLY AGREED TO AND UNDERSTOOD THAT:

1. The parties will review and update this MOU annually.
2. This MOU shall be subject to the laws of the Commonwealth of Pennsylvania, Montgomery County, and local ordinances of the Borough of Pottstown and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated, and nothing herein shall be construed as in any way affecting or waiving the jurisdiction, responsibility, or existing rights of any signatory party to this MOU.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Outfitter or the Borough from participating in similar activities with other public or private agencies, organizations, and individuals.
4. RELEASE FROM LIABILITY: In consideration for the Borough's sponsorship of this program, Outfitter agrees that the Borough, its officers, employees, agents and representatives shall not be liable for any claims, demands or causes of action based upon or arising out of any illness or injury, property loss or damage, that occurs in connection with the operations of the Outfitter and its service. Outfitter will also include language in their activity waiver releasing Borough from liability.
5. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration but must give 60 days notice in writing.
6. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
7. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective one year from that date at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

G. PRINCIPAL CONTACTS FOR THIS MOU INCLUDE: