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Attorney for Plaintiff

BIG VISION FOUNDATION,	:	IN THE COURT OF COMMON PLEAS
	:	OF BERKS COUNTY
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.
COUNTY OF BERKS, PENNSYLVANIA;	:	
BERKS COUNTY BOARD OF	:	JURY TRIAL DEMANDED
COMMISSIONERS; CHRISTIAN Y.	:	
LEINBACH, in his official capacity as Chair of:	:	
Berks County Board of Commissioners;	:	
KEVIN S. BARNHARDT, in his official	:	
capacity as Vice Chair of Berks County Board	:	
of Commissioners; MICHAEL S. RIVERA, in	:	
his official capacity as Berks County	:	
Commissioner; CHRISTINE M. SADLER in	:	
her official capacity as Solicitor of Berks	:	
County; and CHRISTINE M. SADLER in her	:	
personal capacity,	:	
	:	
Defendants.	:	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO

PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyers' Referral Service of the
Berks County Bar Association
544 Court Street
Reading, Pennsylvania 19601
Telephone (610) 375-4591
www.berksbar.com

AVISO PARA DEFENDER

Usted ha sido demandado a usted en la corte. Si usted desea defender contra la demanda puestas en las siguientes páginas, usted tienen que tomar acción dentro veinte (20) días después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado contra usted por la Corte sin más aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACION DE CÓMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

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IN THE COURT OF COMMON PLEAS OF BERKS COUNTY

BIG VISION FOUNDATION,	:	CIVIL ACTION
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Plaintiff,	:	No.
	:	
v.	:	JURY TRIAL DEMANDED
	:	
COUNTY OF BERKS, PENNSYLVANIA;	:	
BERKS COUNTY BOARD OF	:	
COMMISSIONERS; CHRISTIAN Y.	:	
LEINBACH, in his official capacity as Chair of:	:	
Berks County Board of Commissioners;	:	
KEVIN S. BARNHARDT, in his official	:	
capacity as Vice Chair of Berks County Board	:	MICHAEL H. MCGINLEY
of Commissioners; MICHAEL S. RIVERA, in	:	Pa. ID No. 325545
his official capacity as Berks County	:	Dechert LLP
Commissioner; CHRISTINE M. SADLER in	:	2929 Arch Street
her official capacity as Solicitor of Berks	:	Philadelphia, PA 19104
County; and CHRISTINE M. SADLER in her	:	+1 215 994 2463
personal capacity,	:	Michael.McGinley@dechert.com
	:	<i>Counsel of Record to Plaintiff BIG Vision</i>
Defendants.	:	<i>Foundation</i>

VERIFIED COMPLAINT

NOW COMES Plaintiff BIG Vision Foundation (“BIG Vision”) and alleges:

INTRODUCTION

1. BIG Vision is a nonprofit organization whose mission is to improve children’s lives through sports. For over thirty years, BIG Vision, formerly known as Berkshire Baseball & Softball Club, has hosted tournaments and sponsored baseball and softball teams at little or no cost to players and their families, in order to provide youth the opportunity to learn the values of teamwork and sportsmanship, regardless of their means.

2. For seven years, BIG Vision leased a facility in Berks County, Pennsylvania (the “County”), from the County itself (the “County Lease”). From the very beginning of this

relationship, the County breached the lease continually by failing to maintain the facility's permanent structures. That pattern of breaches culminated in 2019, when the County forced BIG Vision from its workspace by failing to abate asbestos in the workspace in a timely manner.

3. As the County's breaches mounted, BIG Vision struggled to find financing to make improvements to the facilities. The County refused to provide—or even simply to act as a guarantor for—financing it had previously promised to extend, and it declined to grant BIG Vision a ground lease that would have allowed BIG Vision to use its rights to the facility as collateral for a loan.

4. After the County's repeated breaches and failures to assist in financing, BIG Vision ultimately decided its charitable mission would be better served if it were to sell its business operations and assets and to use the proceeds to establish a scholarship fund. Negotiations with several youth-sports organizations began at \$4 million, reflecting the value of BIG Vision's assets, experience, and reputation in the community. On November 16, 2019, Ultimate Events and Sports Management Company ("Ultimate") issued a proposal in the amount of \$4 million, contingent on BIG Vision's renegotiating a ground lease with the County. After months of hard work by BIG Vision's staff, the County interfered with these negotiations, offering to lease the Facility directly to Ultimate, diminishing BIG Vision's value in Ultimate's eyes. Thereafter, BIG Vision received a Letter of Intent from Ultimate, pursuant to which Ultimate would purchase BIG Vision's operations and assets for only \$1.2 million. Under that agreement, in addition to its operations and assets, BIG Vision would assign to Ultimate a lease it held over adjacent facilities owned by the Bern Township Lions Club (the "South Campus").

5. Driven by personal animosity toward BIG Vision and its staff, Berks County Solicitor Christine M. Sadler continued the County's scheme to destroy BIG Vision's relationship

with Ultimate. To effect this scheme, Ms. Sadler told the Bern Township Lions Club's vice president, Mr. Ron Mohl, that BIG Vision was storing stolen property on the South Campus, putting BIG Vision in breach of its lease with the Lions Club. But Ms. Sadler had previously acknowledged that the equipment in question belonged to BIG Vision and thus was not stolen. Ms. Sadler also told Mr. Mohl BIG Vision was in breach of the County Lease. But Ms. Sadler knew this, too, was false, as it was BIG Vision, not the County, who terminated the County Lease. As a direct result of Ms. Sadler's lies, the Lions Club immediately terminated BIG Vision's lease. And, without its lease on that property, BIG Vision's business operations became significantly less attractive to Ultimate. Consequently, Ultimate reduced its purchase price from \$4 million to \$1.2 million to \$288,000. Having been forced out of both of its facilities by Defendants' unlawful and coordinated campaign, BIG Vision had no choice but to accept that price, losing millions of dollars. At all relevant times, Ms. Sadler knew that the equipment was not stolen, that BIG Vision was not in breach of the County Lease, that her lies would likely lead the Lions Club to terminate BIG Vision's lease on the South Campus, and that this termination would severely disrupt if not outright destroy BIG Vision's relationship with Ultimate.

6. It follows that Ms. Sadler, in both her personal and official capacities, is responsible for millions of dollars in damages for intentionally interfering with BIG Vision's contractual and business relationships. The remaining Defendants are liable for the same to the extent she committed this malfeasance in her official capacity. And all Defendants are liable for breaching the County's contract with BIG Vision.

JURISDICTION AND VENUE

7. This court has jurisdiction over this Complaint, and venue in this Court is proper, because the Defendants are all residents, or maintain their principal places of business, in Berks

County, Pennsylvania, and because all or part of the claim for relief at issue in this litigation arose in Berks County, Pennsylvania. *See* 42 Pa. Stat. §§ 931(a), 931(c); 25 Pa. Stat. § 3046.

PARTIES

8. Founded in 1989 as Berkshire Baseball & Softball Club, Plaintiff BIG Vision is a 501(c)(3) nonprofit organization whose mission is to develop leadership among youth, to promote volunteerism, and to contribute to its local economy. For over thirty years, BIG Vision has hosted baseball and softball tournaments in Berks County, attracting millions of visitors to Berks County and creating over \$250 million in economic activity through sports tourism.

9. BIG Vision helps millions of people every year through sports, community service, and economic activity. Forty-seven BIG Vision alumni have gone on to play professional baseball. But more importantly, all BIG Vision alumni have learned the invaluable life lessons sports can teach in leadership and community improvement. Players and alumni have helped countless other nonprofit organizations in Berks County and surrounding communities. These include the John Paul II Center for Special Learning, the Children's Home of Reading, Bethany Children's Home, Children's Alopecia Project, Breast Cancer Support Services of Berks County, the Boys and Girls Club, the Schuylkill Valley School District, Reading Titans, Reading & Berks County YMCA, Berks Connections/Pretrial Services, I-LEAD Charter School, Berks County Latino Chamber of Commerce, and countless others.

10. The Pennsylvania Americana Region Visitors Bureau estimates that over the past thirty years, BIG Vision's events have created over \$250 million in economic impact in the Reading and Berks County area. BIG Vision has also attracted several world-class professional athletes to the community, including Roberto Clemente, Jr., and World Series Champions Steve Carlton, Dickie Noles, Greg Luzinski, and Scott McGregor, among several other MLB players and

Olympic gold medalists. These visitors have consistently said BIG Vision's facility was immaculately maintained and one of the finest they had visited.

11. Defendant County of Berks, Pennsylvania ("Berks County" or "the County"), owns the Berks County Recreation Facility, which is at the center of this lawsuit. At relevant times, the County leased portions of the Berks County Youth Recreation Facility (the "Facility") to BIG Vision.

12. Defendants Berks County Board of Commissioners and its members, Christian Y. Leinbach, Kevin S. Barnhardt, and Michael S. Rivera (collectively, "the Board"), have the power to enter into contracts on the County's behalf. 16 Pa. Stat. § 5001. The Board authorized the County's lease of the Facility to BIG Vision (the "County Lease"). A copy of the County Lease is attached as Exhibit A. The Board and its members are also responsible for managing and directing the actions of the County Solicitor, Ms. Sadler. *Id.* § 902.

13. Defendant Christine M. Sadler is Solicitor of Berks County. She has a statutory duty to "defend all actions or suits brought against the county" and to "do all and every professional act and render legal advice incident to the office which may be required of the solicitor by the commissioners." *Id.* Ms. Sadler aided the Board and the County in breaching the County Lease, and she interfered with BIG Vision's contractual and business relationships with the Lions Club and Ultimate. Ms. Sadler is sued in her official capacity for the County's breaches and in her official and personal capacities for her defamation of BIG Vision and her interference with BIG Vision's contractual relationships.

THE COUNTY LEASE

14. From its founding in 1989 through 2012, BIG Vision hosted hundreds of tournaments at many fields throughout the County, including at the Facility, which was and is owned by the County. From 2008 through 2012, BIG Vision was the largest lessee of the Facility's

baseball and softball fields. In addition to the Facility, BIG Vision leased an adjacent facility from the Bern Township Lions Club (the “South Campus”).

15. On December 20, 2012, BIG Vision and the County entered the County Lease, a twenty-year operation and management agreement for the Facility. The County Lease became effective January 1, 2013. Pursuant to the County Lease, BIG Vision was to manage and make certain improvements to the Facility. If the County were to terminate the County Lease, it would have to pay BIG Vision a percentage of its incurred renovation costs, corresponding with the duration of the County Lease. For example, had the County Lease been terminated within two years of its effective date, the County agreed to reimburse 90% of BIG Vision’s costs. If the termination came in year three or four, the County would reimburse 80%, and so on, according to a sliding scale.

16. Before 2014, BIG Vision invested \$225,000 to improve the Facility. In June of 2013, BIG Vision sought \$500,000 in additional financing to make additional improvements. The County initially agreed in resolution number 421-13 to guarantee the financing, and BIG Vision arranged for financing from a private bank while continuing the improvements. However, after the next phase of improvements began, Defendants Sadler and Barnhardt told BIG Vision that the County would prefer to finance the project directly. The County repeatedly affirmed its interest in such an arrangement, even agreeing to a repayment schedule and instructing BIG Vision to rewrite the County Lease to account for the arrangement. Indeed, at one point, the County expressed willingness to consider financing \$3 million in connection with a revised lease.

17. In early 2014, in an abrupt about-face, Ms. Sadler told BIG Vision that the Commissioners unanimously agreed not to provide or guarantee any financing to BIG Vision. As a result of this and of several other breaches of the County Lease, on May 2, 2014, BIG Vision

expressed its intent to terminate the County Lease at the end of 2014. But BIG Vision later withdrew its intent to terminate, after the County paid BIG Vision \$13,641.20, ostensibly to repair some of the many breaches of the County Lease, which are described below.

THE COUNTY BREACHES THE COUNTY LEASE

18. The County began breaching the County Lease almost immediately after its effective date. These breaches include but are not limited to the following.

19. The County Lease provided that the County shall be responsible for winterizing restrooms and concession areas at the end of each season and at the start of each season. The County performed this service for only one season, beginning in November 2013, and then informed BIG Vision it was its responsibility to complete the task going forward.

20. The County Lease required the County to plow an emergency access area to the concession stand in the winter. The County breached this provision continually throughout the County Lease's term.

21. In addition, under the County Lease, the County is responsible for any major building repairs caused by age and normal wear. In 2017, a 4-inch water main installed in 1991 ruptured, requiring extensive labor. Despite its contractual duty, the County invoiced BIG Vision over \$5,000 for water used during the time in which the pipe was ruptured. Moreover, in March 2018, BIG Vision had to replace toilets and repair 25-year-old pipes in the concession area and restrooms, totaling \$7,954.67.

22. Perhaps most egregiously, for the last year of the County Lease, BIG Vision was forced out of its workspace because of the County's misconduct. The County Lease requires the County to provide and maintain a workspace for BIG Vision. During the week of December 17, 2018, during a reroofing project, BIG Vision's staff were exposed to asbestos. On January 2, 2019,

BIG Vision was told to vacate the space. Not until November 22, 2019, was the staff able to reenter the space.

23. BIG Vision informed the County of all these issues as they arose, and none of them were resolved in a timely, reasonable manner.

NEGOTIATIONS TO SELL BIG VISION'S BUSINESS OPERATIONS

24. After the County reneged on its offer to guarantee or provide direct financing, BIG Vision struggled to obtain other financing for further improvements to the Facility. Simultaneously, Ms. Sadler and the Board began soliciting a new lessee and even entered into negotiations with another lessee, apparently as a backup plan in case BIG Vision went bankrupt. During the same time, the County made no attempt to communicate with BIG Vision or to assist it in finding financing. Members of the Board and Ms. Sadler disparaged BIG Vision throughout the community, causing a community bank whose president hosted fundraisers for Commissioner Leinbach to attempt to call in a loan from BIG Vision.

25. On June 7, 2017, BIG Vision began negotiating with Sadler and the Board to enter into a ground lease, such that BIG Vision could use the Facility as collateral to finance a loan. On February 5, 2019, BIG Vision informed the County it might be forced to terminate the County Lease if the two parties were unable to settle on a ground lease that would allow BIG Vision to obtain financing from a private bank.

26. Simultaneously, BIG Vision began negotiating with several youth sports companies—including Ultimate—who had expressed interest in buying its business operations and assets. Each of those companies told BIG Vision there would need to be a ground lease in place for an acquisition to be effective. The initial valuation of BIG Vision was \$4 million. Ms. Sadler and the Board were aware of these negotiations. Ms. Sadler and the Board were also aware that

BIG Vision had begun negotiations to sell its indoor batting equipment to Ozzy's Family Fun Center. Initial negotiations showed Ozzy's may be willing to pay as much as \$80,000 for the equipment.

27. On October 11, 2019, BIG Vision delivered its intent to terminate the County Lease, citing the County's myriad breaches of the lease and its unwillingness to negotiate a ground lease. The County Lease gave each party the right to terminate at the end of any given calendar year.

28. In November of 2019, BIG Vision and Ultimate agreed in principle for Ultimate to purchase BIG Vision's operations and assets for \$4 million, contingent on BIG Vision securing a 29-year ground lease with the County. BIG Vision informed Sadler and the Board that this agreement was in place and that it was contingent on a ground lease. Armed with that information, the County, through Commissioner Barnhardt and Ms. Sadler, refused to negotiate with BIG Vision and instead sought to broker its own separate deal with Ultimate by negotiating a ground lease directly between the County and Ultimate—which undermined a significant aspect of BIG Vision's agreement with Ultimate and left only BIG Vision's business operations for sale to Ultimate.

29. Negotiations between BIG Vision and Ultimate continued, and on January 21, 2020, Ultimate signed a letter of intent (the "LOI") to purchase BIG Vision's operations and assets for \$1.2 million. Ultimate began making payments against the sale price, and the agreement was to be finalized after Ultimate assumed the lease on the South Campus.

SADLER'S INTERFERENCE WITH BIG VISION'S DEAL WITH ULTIMATE

30. The County Lease ended on December 31, 2019. On that date, BIG Vision removed its sheds and personal property from the County's Facility across the street to the South Campus. That included several pieces of equipment, some of which BIG Vision sold to a local business.

31. On January 3, 2020, Ms. Sadler contacted BIG Vision's attorney claiming that BIG Vision had stolen County-owned equipment when it removed its property from the Facility. Ms. Sadler threatened to have a warrant issued for the arrest of BIG Vision's president if the equipment were not returned immediately. On the same day, Ms. Sadler drove to the business to which BIG Vision had sold some of the equipment and threatened to charge its owner and employees with receipt of stolen property.

32. Ms. Sadler knew her statements were false. The four pieces of equipment at issue—a John Deere Gator, a John Deere ZTrak 997 Zero Turn, a Kubota Front End Loader, and a Toro Sand Pro Infield Groomer—were in fact transferred to BIG Vision in the original County Lease. Ms. Sadler herself had confirmed that fact, in an email dated November 19, 2013, writing that the four pieces of equipment were a “gift in kind” to BIG Vision. Accordingly, BIG Vision had reported a \$40,000 non-cash contribution from the County in 2013. In 2015, BIG Vision, with the County's and Ms. Sadler's knowledge, had sold the Gator and the Zero Turn.

33. Less than a week after her false accusation, on January 9, 2020, Ms. Sadler acknowledged yet again that the equipment in question was BIG Vision's property, stating in writing that the County had “decided to forgo any further claim to that property.”

34. One piece of the equipment at issue—a Toro Sand Pro—had been moved to a shed on the South Campus when BIG Vision vacated the County Facility on December 31, 2019.

35. Despite Ms. Sadler's knowledge and agreement that the equipment in question belonged to BIG Vision, she nonetheless informed Bern Township Lions Club vice president, Mr. Ron Mohl, that BIG Vision was storing stolen property on the South Campus, putting BIG Vision in breach of its lease with the Lions Club. Ms. Sadler also told Mr. Mohl BVF was in breach of the County Lease. On February 13, 2020, Mr. Mohl contacted Ultimate's owner, Ms. Becky Wells, and relayed Sadler's lies.

36. Mr. Mohl then informed BIG Vision that the Bern Township Lions Club intended to terminate BIG Vision's lease of the South Campus, accusing it of conducting unlawful activities on the South Campus, in violation of its lease.

37. BIG Vision informed Mr. Mohl the equipment was not stolen and provided documentation of this fact. Nonetheless, Mr. Mohl responded, copying Ms. Sadler, demanding that BIG Vision remove all property from the South Campus, and BIG Vision complied with that request. Mr. Mohl also repeated Ms. Sadler's lie that BIG Vision was in breach of the County Lease. Ms. Sadler said nothing to dispel Mr. Mohl of his misbeliefs.

38. Without the lease assignment for management of the South Campus, BIG Vision's business operations became significantly less attractive to Ultimate. As a result, Ultimate reduced its purchase price from \$1.2 million to \$288,000 and purchased BIG Vision's remaining assets for \$25,000.

39. Since the termination of the County Lease on December 31, 2019, the County has leased the Facility to another tenant. This new tenant has since mimicked BIG Vision's branding, including portions of its name and logos. The County has spent hundreds of thousands of dollars reversing many of the improvements BIG Vision made to the Facility, including tearing down a "Green Monster" wall on one field and repouring an asphalt parking lot.

COUNT I
Tortious Interference with Contractual Relations as to Ms. Sadler in Her Personal and Official Capacities, the Board, Its Members, and the County

40. Plaintiff reasserts paragraphs 1 through 39.

41. In late 2019 and early 2020, BIG Vision and the Lions Club had an active, valid contract to lease the South Campus. At the relevant times, Ms. Sadler and the Board were fully aware of this relationship. They were also fully aware of BIG Vision's ongoing negotiations with Ultimate.

42. At the relevant times, Ms. Sadler and the Board knew that the equipment the County had transferred to BIG Vision in the County Lease was, in fact, BIG Vision's property. In both November 2013 and January 2020, Ms. Sadler confirmed that the property belonged to BIG Vision.

43. Despite that knowledge, Ms. Sadler informed Bern Township Lions Club vice president, Mr. Ron Mohl, that BIG Vision was storing stolen property on the South Campus, putting BIG Vision in breach of its lease on the South Campus. Ms. Sadler also told Mr. Mohl BIG Vision was in breach of the County Lease. Ms. Sadler then watched as Mr. Mohl terminated the South Campus lease on false grounds, saying nothing to correct her lies.

44. This communication was specifically intended to harm BIG Vision's relationship with the Lions Club. Neither Ms. Sadler nor the County stood to benefit from this lie. Instead, it was purely vindictive; its only intention was to harm BIG Vision. There was no legitimate reason for Ms. Sadler to reach out to the Lions Club on this subject.

45. Neither Ms. Sadler nor any other Defendant enjoyed any privilege or justification in this interference.

46. As a result of Ms. Sadler's lie, the Lions Club terminated BIG Vision's lease of the South Campus.

47. Ms. Sadler knew that her lie would likely lead the Lions Club to terminate the South Campus lease.

48. This termination cost BIG Vision at least \$912,000, the difference between Ultimate's offer in its LOI, \$1.2 million, and the amount finally settled upon, \$288,000.

49. If Ms. Sadler's lies were made pursuant to the Board's instructions or otherwise in the scope of her employment as County Solicitor, she, the Board, its members, and the County are liable. If her lies were made outside the scope of her employment, Ms. Sadler is personally liable.

COUNT II

Tortious Interference with Actual and Prospective Contractual Relations, as to Ms. Sadler in Her Personal and Official Capacities, the Board, Its Members, and the County

50. Plaintiff reasserts paragraphs 1 through 49.

51. In late 2019 and through 2020, BIG Vision and Ultimate had prospective contractual relations regarding Ultimate's acquisition of BIG Vision's operations. On January 21, 2020, Ultimate signed the LOI, forming an actual contractual relationship, or, at minimum, continuing a prospective one. Ms. Sadler and the Board were fully aware of this relationship.

52. Nonetheless, Ms. Sadler purposefully interfered with BIG Vision and Ultimate's relationship by accusing BIG Vision of stealing property from the County. Ms. Sadler also told Mr. Mohl BIG Vision was in breach of the County Lease.

53. This communication was specifically intended to harm BIG Vision's relationship with the Lions Club. It was purely vindictive; its only intention was to harm BIG Vision. There was no legitimate reason for Ms. Sadler to reach out to the Lions Club on this subject.

54. Neither Ms. Sadler nor the County enjoyed any privilege or justification in this interference.

55. As a direct result of Ms. Sadler's lies, the Lions Club terminated BIG Vision's lease of the South Campus. This caused Ultimate to break the LOI and to offer a much lower purchase price.

56. Ms. Sadler knew that her lies would likely lead the Lions Club to terminate the South Campus lease.

57. Ms. Sadler knew that the termination of the South Campus lease would significantly devalue BIG Vision as an acquisition for Ultimate or that her lie would otherwise lead to BIG Vision's devaluation as an acquisition for Ultimate.

58. This misconduct cost BIG Vision at least \$912,000, the difference between Ultimate's offer in its LOI, \$1.2 million, and the amount finally settled upon, \$288,000.

59. If Ms. Sadler's lies were made pursuant to the Board's instructions or otherwise in the scope of her employment as County Solicitor, she, the Board, its members, and the County are liable. If her lies were made outside the scope of her employment, Ms. Sadler is personally liable.

COUNT III
Breach of Contract—Breach of the County Lease, as to Ms. Sadler in Her Official Capacity, the Board, Its Members, and the County

60. Plaintiffs reassert paragraphs 1 through 59.

61. The County materially and repeatedly breached the County Lease. Among other things, the County failed to winterize restrooms and the concession area, failed to plow an emergency access area to the concession stand, failed to pay the costs of the 2017 water-main burst, failed to pay the cost to repair toilets and pipes in the restrooms and concession area, and failed to maintain BIG Vision's workspace habitably for a whole year. BIG Vision informed the County of all these issues as they arose, and none of them were resolved.

62. The County Lease was a valid contract.

63. The County's breach caused BIG Vision extensive damages, including by forcing it to pay for repairs for which the County was responsible and by depriving BIG Vision of the benefit of its bargain with the County, which caused BIG Vision additional losses in revenue.

COUNT IV
Defamation, as to Ms. Sadler in Her Official Capacity, the Board, Its Members, and the
County

64. Plaintiffs reassert paragraphs 1 through 63.

65. Ms. Sadler's communications regarding the allegedly stolen equipment and BIG Vision's breaching of the County Lease were knowingly and demonstrably false, and they harmed BIG Vision's reputation and business operations.

66. The purpose and effect of Ms. Sadler's lies was to engender in the minds of Mr. Mohl, the Lions Club, Ultimate, and others an impression that BIG Vision was dishonest and was engaged in illegal activity.

67. Ms. Sadler knew her statements were false. Indeed, she acknowledged as much at least twice before her discussion with Mr. Mohl.

68. Sadler made her defamatory communication to at least one third party, that is, Mr. Mohl, in his capacity as Vice President of the Bern Township Lions Club.

69. The communication clearly applied to BIG Vision.

70. Mr. Mohl clearly understood the communication's defamatory meaning and its application to BIG Vision, as he used it as the basis to terminate the Lions Club Lease. Ms. Sadler was aware of this understanding, as she received the email in which Mr. Mohl terminated the Lions Club Lease.

71. BIG Vision suffered special harm from Ms. Sadler's false and defamatory statements. As discussed at length above, Ms. Sadler was proximately responsible for the

termination of the Lions Club Lease, which cost BIG Vision at least \$912,000 in specific, measurable damages.

72. No privilege justified Ms. Sadler's conduct.

73. If Ms. Sadler's lies were made pursuant to the Board's instructions or otherwise in the scope of her employment as County Solicitor, she, the Board, its members, and the County are liable. If her lies were made outside the scope of her employment, Ms. Sadler is personally liable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against all defendants in the amount of \$5 million, in addition to the cost of bringing this action, including the payment of reasonable attorneys' fees.

FURTHER, Plaintiff prays for punitive relief as to Counts I, II, and IV. Ms. Sadler's lies regarding BIG Vision were outrageous. As detailed above, her motivation was beyond mere disregard; it was willful and malicious. Punitive relief is necessary to deter Ms. Sadler from engaging in smear campaigns against charitable organizations. If Ms. Sadler's egregious actions were taken in her official capacity, the Board, its members, and the County are responsible for her animus. Plaintiff seeks punitive relief in the amount of \$5 million.

FURTHER, Plaintiff prays for all other relief that this honorable Court deems just and proper.

Dated: February 3, 2021

Respectfully submitted,

/s/ Michael H. McGinley

Michael H. McGinley

Pa. ID No. 325545

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Foundation*

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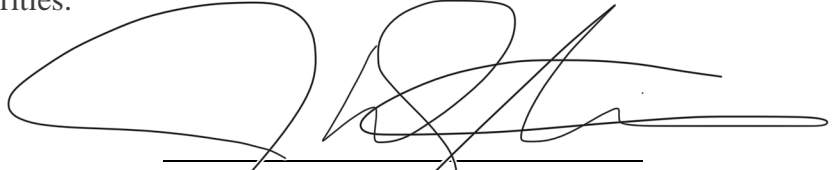
** Pro hac vice motion forthcoming*

Counsel for Plaintiff BIG Vision Foundation

VERIFICATION

I verify that the facts contained herein are true and correct to the best of my knowledge and belief. I understand that false statements herein are subject to the penalties of 18 Pa. Stat. § 4904, relating to unsworn falsification to authorities.

Dated: February 3, 2021

A handwritten signature in black ink, appearing to read 'Jeff Woytovich', written over a horizontal line.

Jeff Woytovich
*Chairman, BIG Vision Foundation Board of
Directors*

**CERTIFICATION OF COMPLIANCE WITH CASE RECORDS PUBLIC ACCESS
POLICY OF THE UNIFIED JUDICIAL SYSTEM OF PENNSYLVANIA**

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently from non-confidential information and documents.

Dated: February 3, 2021

/s/ Michael H. McGinley

Michael H. McGinley
*Counsel of Record to Plaintiff BIG Vision
Foundation*

Exhibit A

**AGREEMENT FOR THE OPERATION AND MANAGEMENT
OF THE BERKS COUNTY YOUTH RECREATIONAL FACILITY FIELDS
AND FOR THE OPERATION OF THE YOUTH RECREATIONAL FACILITY
CONCESSION STAND**

Agreement # _____

This Agreement is entered into this 20th day of December, 2012, by and between the **County of Berks** with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter "County") and **Berkshire Baseball & Softball Club**, with mailing address at P. O. Box 170, Womelsdorf, Pennsylvania, 19567 (hereinafter "Provider").

WHEREAS, the County and Provider are desirous of entering into an Agreement for the management and maintenance of the Berks County Youth Recreation Facility (hereinafter "Facility"), located on County Welfare Road, Bern Township, Berks County, Pennsylvania and as more fully set forth below, and

NOW, THEREFORE, upon consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. **Term.** It is hereby understood and agreed between the County and the Provider the term of this Agreement shall be for twenty (20) years beginning January 1, 2013 and ending December 31, 2032, unless terminated in accordance with the paragraph **8. Termination** clause herein.

2. **Agreement Fee.** Provider agrees to pay County the amount of \$1.00 per year for the 20 years payable in advance to the Director of Parks and Recreation. Provider shall not pay any additional rental fees outside of the amount of this lease agreement (\$1.00/Annually).

3. **Time Table & Project Phases for renovation of fields.** The County and Provider agree on the following schedule of renovation to the Facility fields to be completed by Provider at their expense.

Phase 1 (2013)

Renovate Fields #2 & #4 by cutting the infields back to accommodate 90' base paths.

Renovate Field #1 by cutting the infield back to accommodate 70' base paths.

Install at least two sets of batting cages at the facility.

Install outfield fences for fields #2 and #4.

Install Bullpen Area on Field #3.

Phase 2 (2013)

Install outfield fence for field #3.

Install 24' x 8' electronic 9-inning scoreboard on field #3.

Install 4' x 9' electronic scoreboards on fields #1, #2 and #4.

Phase 3 (2014)

Install shade covers/tarp roofs over player bench areas on all fields.
Install bullpen areas on fields #1, #2 and #4.

Phase 4 (2015)

Install lights on field #3.

Phase 5 (2016)

Construct and install an extension of the walking path that is located between fields #2 and #3 to create a walking path where the existing path currently ends to extend all the way to the parking lot area.

Phase 6 (2017)

Install lights on fields #1 and #2.

Phase 7 (2018-2020)

Install press boxes and/or scoring stations and additional bleacher seating on all fields.

4. Concession Stand

A. It is understood and agreed by the parties that throughout the term of this Agreement, Provider agrees to supply all the labor, materials, merchandise and additional equipment necessary to operate Facility concession stand located along County Welfare Road, Leesport, Pennsylvania, 19533. The Provider shall operate the concession stand when three (3) or more athletic fields are being used at one time or when large events are scheduled. When less than three (3) athletic fields are in use, the Provider shall have the discretion to operate or not operate the concession stand.

B. The Provider shall be responsible for the payment of all utilities and removal of trash (placed in trash dumpsters). The Provider shall empty all trash receptacles in and at the concession stand area at the end of each day that the concession stand is open and will place trash in the dumpster located next to the barn.

C. Food and beverages shall be available to the public at least one (1) hour prior to the first event of the day and remain open until all scheduled activities have ended or 8:00 PM whichever is first.

D. The Provider shall have the exclusive rights to sell food and beverages at the Facility with the following exceptions listed below when the County retains the right to use the concession stand and/or secure outside vending service providers. In the event that the County elects to use the concession stand the County shall be responsible for providing its own staff and its own food items and supplies. In the event the County hires an outside vendor provider, the County shall be entitled to any profit generated from the outside vendor provider.

- (1) Berks County Parks Department Annual Kite Day
- (2) Berks Connections Pretrial Services' Annual Softball Tournament

E. At the close of the season, the Provider shall ensure that everything inside the concession building is thoroughly cleaned and neatly organized.

F. The following is a list of the County-Owned Equipment located within the concession stand:

- 1 Message Board
- 2 Coffee Pots
- 1 Ice Machine
- 1 Hot Dog Machine
- 1 Fire Extinguisher
- 1 Soft Pretzel Machine
- 1 Bunn Coffee Machine
- 1 Two-Door Refrigerator/Freezer
- 2 Electric Heaters

G. Provider agrees to be responsible for the maintenance, repair and replacement of this equipment. At the expiration of this Agreement, all aforementioned equipment shall remain in the concession stand. Provider shall notify the Park Maintenance/Project Supervisor if any equipment is damaged or becomes inoperable during the course of this Agreement. Provider shall be liable for damage. Provider shall utilize the equipment responsibly and as per its intended use to ensure that such use does not render the equipment inoperable. Notwithstanding the foregoing to the contrary, the Provider shall not be responsible for the maintenance, repair or replacement of any equipment that becomes damaged or inoperable as a result of the actions or inactions of the County employees, agents, contractors, invitees or vendors during the County's use of the Facility.

H. County agrees to allow Provider to install and maintain at least 2 vending machines. Provider is responsible for stocking and operating said vending machines.

I. Provider will maintain and keep in clean and sanitary conditions the concession stand area.

J. Provider has the exclusive right to sell food or beverages at the Facility with the exception of the County sponsored events mentioned in paragraph four (4). In the event Provider is unable to operate the concession area for any unforeseen reason, Provider shall have the right to solicit outside vendors to provide food and beverage to the facility.

5. Youth Recreational Fields – Operation and Maintenance

A. The Provider shall be and agrees to be responsible for the following:

- (1) All maintenance of the baseball and soccer fields (herein, athletic fields), as well as spectator and perimeter lawn areas as delineated on the property map attached hereto as Exhibit A.

- (2) Provider will consult with the Parks Department and obtain its approval before undertaking any site improvements not listed in the Lease Agreement.
- (3) Working on behalf of and in consultation with the County as the property owner, Provider will secure and pay for all necessary permits with Bern Township prior to undertaking any site improvements.
- (4) Athletic field & concession stand electric (Account #100012872758).
- (5) Water and Sewer.
- (6) Trash (Dumpster).
- (7) Telephone in concession stand and any additional telephone lines that are installed in the athletic facility area of the complex.
- (8) Concession Stand & Bathroom paper and cleaning supplies, light bulbs and other minor maintenance items.
- (9) Perform all janitorial and cleaning duties related to the concession area and restrooms in the athletic facility area of the complex.
- (10) Management and staffing of concession facilities.
- (11) Athletic Field Maintenance, grass cutting and Field Prep as outlined in the attached YRF Maintenance Management Plan attached hereto as Exhibit B.
- (12) All field marking paint, field marking lime, top dressing, field drying agents, mound and home plate clay, infield mix and seeding will be supplied by and purchased by Provider. Irrigation snap valves are included.
- (13) Replacement of field lighting (bulbs/ballasts) as needed and crane service needed to replace field lighting for all athletic field lighting.
- (14) Scheduling of games and practices for Provider as well as availability of rental usage of all athletic field facilities by organizations other than Provider. Rental rates must be submitted to the County for approval by December 15th for the next calendar year.
- (15) Any and all traffic control during facility usage hours, opening and closing of the gates for functions conducted at the YRF as well as daily opening and closing of the facility.

B. County shall be and agrees to be responsible for the following:

- (1) Mowing common lawn areas around the maintenance garage, stone house and barns as delineated on Exhibit A. The County will also brush-hog the steep slope areas twice yearly.
- (2) Plowing an emergency access area to concession stand in the winter.
- (3) Maintain and repair parking lot and drive way areas as needed.
- (4) Winterize restrooms and concession area at the end of each season and open at the start of each season.
- (5) County will maintain the garage as a workshop for equipment repairs and fleet storage. County will pay electric (separately metered) and fuel oil for the garage.
- (6) Any major building repairs caused by age and normal wear. If repairs that are needed are deemed by the County to be caused by neglect or negligence by Provider, Provider will be responsible for a portion of or the entire cost of repair as deemed necessary by the County.
- (7) Allow the Provider access to and use of one bay in the maintenance garage located at the Facility to store equipment and supplies.

6. General Provisions.

A. County will maintain access to the facility for the following County sponsored events:

- (1) Berks County Parks Department Annual Kite Day.
- (2) Berks Connections Pretrial Services Annual Softball tournament.
- (3) Access for games and practice time will also be provided to the BC CYO, Juvenile Detention, Public Defender's Office and Berks Heim, as needed.

B. Schuylkill Valley School District and Schuylkill Valley Youth Athletic Groups will be given reservation priority and must submit their scheduling requests to Provider by February 1. Schuylkill Valley School District and Schuylkill Valley Youth Athletic Groups will be provided a maximum of thirty (30) time slots up to a maximum of ninety (90) hours at the fields. In the event additional time slots are requested, Provider will attempt to accommodate the request provided field space is available. Field reservation fees will be waived for these organizations.

C. Provider has permission to enter into a sub-lease agreement with another non-profit organization for the soccer field portion of the facility. Provider may delegate field maintenance, pro-rated utilities and other responsibilities to the sub-tenant. The County Berks must review and approve any sub-lease agreement that Provider proposes to enter into with another non-profit organization before executing any such agreement. Any sub-lease agreement must be executed by Provider, the County of Berks and the additional non-profit organization. The sub-lease must specify the same terms and conditions as this Agreement.

7. Equipment.

A. The County will allow Provider to utilize the following County owned equipment in order for Provider to perform routine maintenance at the YRF. The County will ensure that all equipment is in good working order prior to the transfer.

- (1) John Deere 6X4 Gator.
- (2) John Deere Zero-Turn Mower.
- (3) Toro Sand Pro Field Groomer.
- (4) Kubota Front End Loader.

B. Provider will be responsible for general maintenance of above equipment including fuel. Any repairs will be the responsibility of Provider. Any additional equipment or equipment that needs to be replaced during the course of this agreement will be replaced at the expense of Provider.

C. Provider will be given use of all existing field equipment that is currently located at the YRF, such as field rakes, drags, bases, pitchers rubbers, home plates, soccer goals, corner flags, etc. Any replacement or purchase of field rakes, drags, bases, pitchers rubbers, home plates, soccer goals, corner flags, tarps, hoses, tamps, etc. during the course of this agreement will be the responsibility of Provider and/or their sub-tenants. At termination of this Agreement all said equipment shall be returned to the County in good working condition.

D. County to ensure that all field lights, bulbs and ballasts are in working order at the time that Provider takes over maintenance of the facility. Any replacement field lights, bulbs and ballasts during the course of this agreement will be the responsibility of Provider as stated earlier.

8. Termination. The County shall have the right to immediately terminate the Lease in response to an adverse ruling or decision by a federal, state or local administrative agency or court that detrimentally impacts the County's ability, whether financially, operationally or otherwise, to fulfill its obligations under this Agreement.

A. Either party may terminate this agreement by providing thirty (30) days written notice that it intends to terminate the agreement at the end of the calendar year with the following provisions being met:

(1) If the County of Berks terminates this agreement, Provider will be reimbursed by the County for all permanent renovations and improvements that were made to the facility in the following fashion:

(2) Termination in year 1 or 2 of agreement – 90% of renovation and improvements cost to be reimbursed.

(3) Termination in year 3 or 4 of agreement – 80% of renovation and improvements cost to be reimbursed.

(4) Termination in year 5 or 6 of agreement – 70% of renovation and improvements cost to be reimbursed.

(5) Termination in year 7 or 8 of agreement – 60% of renovation and improvements cost to be reimbursed.

(6) Termination in year 9 or 10 of agreement – 50% of renovation and improvements cost to be reimbursed.

(7) Termination in year 11 or 12 of agreement – 40% of renovation and improvements cost to be reimbursed.

(8) Termination in year 13 or 14 of agreement – 30% of renovation and improvements cost to be reimbursed.

(9) Termination in year 15 or 16 of agreement – 20% of renovation and improvements cost to be reimbursed.

(10) Termination in year 17 or 18 of agreement – 10% of renovation and improvements cost to be reimbursed.

(11) Termination in year 19 or 20 of agreement – 0% of renovation and improvements cost to be reimbursed.

B. If at any time during the course of this agreement, the County of Berks deems that Provider is in breach of this agreement by not maintaining the facility to the standards set-forth by the County of Berks, a written warning will first be issued and Provider will have 30 days to get the facility back to the standards set-forth by the County of Berks. If following the 30 days in which written warning was submitted, the County deems that their standards are still not being met, the County can terminate the agreement without making any reimbursement to Provider for any improvements made during the course of the agreement.

C. If Provider terminates this agreement at any time, the County of Berks will not be required to reimburse Provider for any and all permanent renovations and improvements that were made to the Facility and Provider must ensure that any and all renovations and

improvements that were started during the course of the agreement are completed and in working order at the time of the termination of said agreement.

9. Financial Arrangements. In regard to the proposed renovation of the fields the Provider agrees to the proposed funding plan to underwrite the renovation project:

A. The County of Berks will receive twenty-five (25%) of each billboard package sold within thirty (30) days of receipt. The payments shall continue annually throughout the term of the Agreement for packages sold. Provider shall receive signage on each field at the complex at no charge.

B. For the first five (5) years, one hundred percent (100%) of the initial income from the five year contract on the scoreboard signs shall be retained by the Provider for the purchase and installation of the scoreboards. 25% of the annual renewals after the original 5 year contract period expires shall be paid to the County of Berks within thirty (30) days of receipt throughout the term of the Agreement.

C. The County will not receive revenue from the concessions sources in exchange for Provider's management and grounds maintenance of the facility. The County of Berks shall be permitted to keep any fees collected in conjunction with the County sponsored events listed in paragraph 6A above.

D. The County reserves the right to examine Provider's books of account and all records pertaining to its obligations under this Agreement at any time upon thirty (30) days advance written notice.

10. Indemnity. The Provider shall defend, indemnify, and hold harmless the County, its elected officials, employees, and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorneys' fees), of whatever nature, for injuries to or death of any person or persons, or damage to property, to the extent attributable to the negligence of Provider or Provider's failure to perform in accordance with the provisions of this Agreement.

11. Insurance. Provider, at its expense, shall carry and maintain in full force and effect at all times during the term of this Agreement the following insurance coverage: Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; Business Automobile Liability insurance with a combined single limit of not less than \$1,000,000; Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate; Professional Liability insurance with limits of not less than \$1,000,000 each claim and \$2,000,000 aggregate; Worker's Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee. Prior to commencement of performance of this Agreement, Contractor shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the County of Berks, its elected officials, agents, and employees as additional insured under the**

Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the County. Such certificate shall be issued to: County of Berks, Attn: Solicitor's Office, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better, or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

12. Compliance with Laws. Provider shall comply with and perform the operation of the facility in accordance with all applicable federal, state, and local laws including but not limited to all Township codes, ordinances, resolutions, standards and policies, as now exist or hereafter adopted or amended, including but not limited to the following:

A. Federal, state and local health, safety and licensing laws relating to the sale of concession goods; and

B. Township requirements regarding any person or entity doing business in the Township to obtain a business registration.

13. Assignment. The Provider shall not at any time assign this Agreement in part or in whole without the prior written consent of the County. Such consent shall not be unreasonably withheld.

14. Endorsements. The Provider shall not use the name of the County of Berks, or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.

15. Equal Employment Opportunity. The Provider shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities related to the provisions of this Agreement and shall further specifically comply with those sections related to Equal Employment Opportunity.

16. Conflict of Interest. Provider shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee or elected official of the County, or their designees, with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.

17. Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to that state's conflict of laws principles.

18. **Contact Information.** For purposes of this Agreement the contact and mailing addresses of the parties hereto are:

County of Berks
Berks County Parks & Recreation Dept.
ATTN: Clare Adams, Executive Director
2083 Tulpehocken Road
Wyomissing, PA 19610
(610) 372-8939

Berkshire Baseball Club, Inc.
Dan Clouser, Pres. & General Manager
P. O. Box 170
Womelsdorf, PA 19567
(610) 927-4306

19. **Waiver.** Any party may elect not to enforce its rights and remedies under this Agreement as to a breach by another party of any term or condition of this Agreement. In any event, the failure by a party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

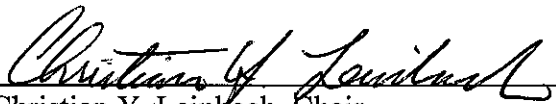
20. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

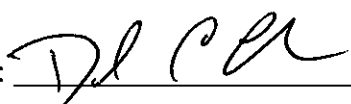
21. **Complete Agreement.** This Agreement contains the complete and entire agreement between the parties and may not be altered or amended except in writing and signed by an authorized individual of each party.

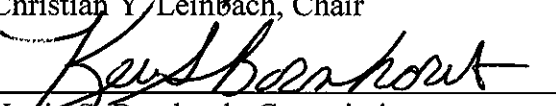
IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Agreement the day and year first written above.

County of Berks

Berkshire Baseball Club, Inc.


Christian Y. Leinbach, Chair

By: 


Kevin S. Barnhardt, Commissioner

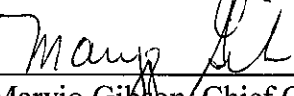
Name (printed): Daniel C. Clouser


Mark C. Scott, Esq., Commissioner

Title: President

ATTEST:

WITNESS:

By: 
Maryjo Gibson, Chief Clerk

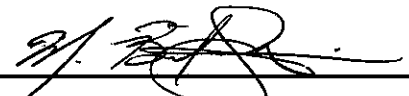

Michael Billera-Smith / Vice President
Printed Name/Title

EXHIBIT A

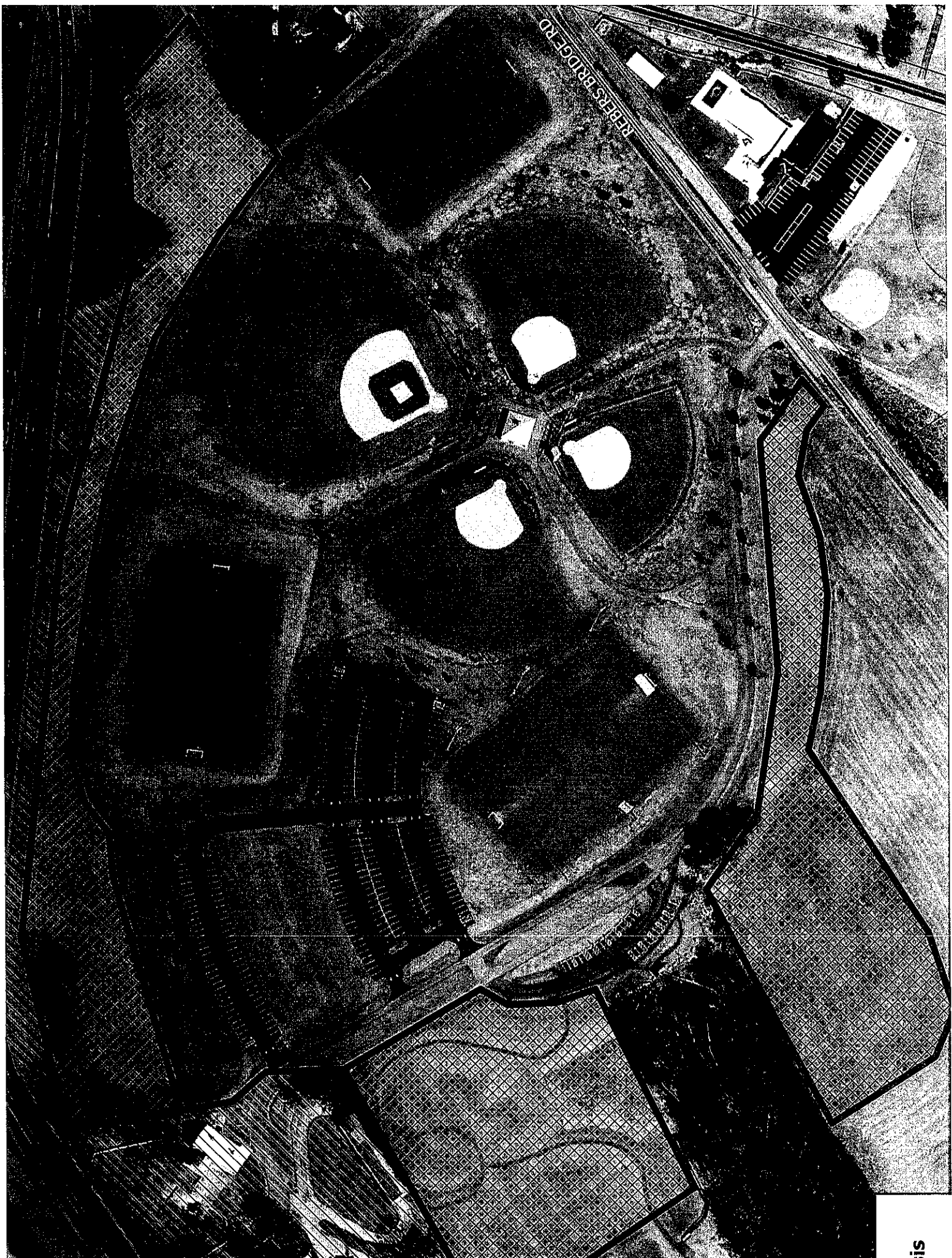


EXHIBIT B

Maintenance Management Plan
YRF

The maintenance management plan below outlines expectations of reasonable care for the Youth Recreation Facility athletic fields. The Berks County Parks Maintenance Superintendent will be charged with periodic inspections of the facility. The operator of YRF needs to maintain practices and procedures that support the safety, playability and aesthetics of the facility.

Materials used on the athletic fields needs to follow these guidelines or be approved by the County of Berks Parks Maintenance Superintendent. Any application of restricted chemicals (as per the PA Department of Agriculture) must be approved by the County of Berks Parks Maintenance Superintendent and applied by a certified public applicator in the Commonwealth of Pennsylvania with proof of insurance.

In the event of inclement weather, field conditions and maintenance procedures, the operator is expected to close any and all fields as necessary in the interest of player safety and to preserve field quality. Failure to do so will be unacceptable.

Cultural Practices	Athletic Fields	Common Turf Areas
Turf Quality	Uniform to good turf density, relatively weed-free surface, no bare soil.	Good to moderate density, some weed species, some bare soil.
Irrigation	As needed and available; to eliminate dusting conditions on infields; natural rainfall only available on turf.	Natural rainfall only.
Weed Tolerance Tolerance is dependant on weed species present.	Weed level <20%	Weed level 20-50%
Aeration	2X / year minimum	
Solid tine	A combination of two passes using solid tine, hollow core (min. ½” dia.) or shatter aerification suggested.	Once every two years.
Hollow Core	Deep tine (min. ½” dia.) every other year.	Any type or combination
Shatter	Cores dragged in, minimum of two directions. Can be in combination w/ over seeding operations.	
Fertilization	3-4 lbs N/1,000 sq. ft./year	1-2 lbs N/1,000 sq. ft. / year

<p>Organic based only .5 – 1.5 lbs N / 1,000 sq. ft. per application depending on N source and application date.</p>	<p>3-5 Phosphorus and potassium only per soil test.</p>	<p>Phosphorus and Potassium only as per soil test.</p>
<p>Mowing Do not remove more than 1/3 of plant height at any one mowing.</p>	<p>Maintain at 2-3 inches. Do not mow in rain, care taken not to leave tree rings or tire turfing. Clippings recycled back into turf. Clippings left in excess to be mulched or removed to promote healthy turf growth.</p>	<p>Maintain not less than 2.5 inches. Care taken not to leave tree rings. Clippings left in excess to be mulched or removed to promote healthy turf growth.</p>
<p>Per-emergent Herbicide Use By PDA certified applicator only w/proper insurance</p>	<p>Apply pre-emergent herbicide in spring (at forsythia bloom) primarily for crabgrass control; also based on weed monitoring during previous year.</p>	<p>Apply per athletic field only as needed.</p>
<p>Post-Emergent Herbicide Use <i>Goal</i> – to produce a healthy, thick turf stand that outcompetes broadleaf weeds. Broadleaf herbicides should be applied based on monitoring reports to reduce weed populations to acceptable levels.</p>	<p>Broadleaf applications spring or fall every other year, only as needed. Effective post-emergent crabgrass control is available and may be used as an alternative to routine pre- emergent crabgrass applications when areas of crabgrass are limited.</p>	<p>Broadleaf weed control only as needed from monitoring reports.</p>
<p>Insect Control White grubs are a primary insect problem. Damage is often site specific and therefore a specific strategy should be</p>	<p>Grub monitoring program throughout the season can indicate if insecticide program is needed. Preventative programs can be employed. Eradication programs should be</p>	<p>Grub monitoring program throughout the season can indicate if insecticide program is needed. White grubs often avoid low maintenance turf, treatment seldom needed.</p>

practiced.	implemented in a timely fashion.	
<p>Over seeding Methods can be by slice seeding, drill seeding, or broadcast seeding. All methods to include means of good seed to soil contact (roller, dragging, raking)</p>	<p>Combination of Kentucky Blue Grass 20% / Rye Grass 80%</p> <p>Minimum of two Blue and three Rye varieties in each mix.</p> <p>Seed blue tag certified varieties consistent with NTEP recommendations for athletic field use.</p> <p>Seasonally on goal mouths and wear areas.</p> <p>Yearly on entire field as needed to renovate old areas or establish new turf areas.</p> <p>Primarily mid-September through mid-October.</p>	<p>Three varieties of 100% Rye grass.</p> <p>As needed on worn areas</p>
<p>Topdressing As needed and approved by County Park Maintenance Superintendent</p>	<p>Material to be approved prior to any application.</p> <p>In combination w/aerification to prepare seed bed, modify soil, and smooth field.</p> <p>Dragged in two different directions.</p>	Never
<p>Infield Dragging Mound/Batters Box Grading Edging</p>	<p>Light drag & rake around bases, mound & plate prior to games/practices with bases removed.</p> <p>Enter/Exit field at different locations and always lift drag to avoid material in turf</p> <p>Fill mound/Batters Box /Base holes daily</p> <p>Edge field 1-2x's seasonally</p> <p>Level infield to maintain crown and promote good drainage</p>	N/A

	Broom/rake infield lips every two weeks in season Remove infield lips as needed for safety, drainage & playability	
Landscape Areas as applicable	N/A	Weed free. Ornamental grasses and perennials cut back annually.
Restrooms	N/A	Swept, sanitized, cleaned & stocked with paper/soap prior to scheduled use of facility. County to winterized restrooms.
Concession stand	All maintenance, repair or replacement of equipment is the responsibility of the Operator.	Area shall be kept neat, organized and thoroughly cleaned (including trash removal) during and at the end of each season.
Maintenance Garage and other County buildings	All maintenance, repair or replacement of equipment is the responsibility of the County.	N/A