

TOWNSHIP OF LOWER MERION

GRANTS AND COMMUNITY DEVELOPMENT COMMITTEE

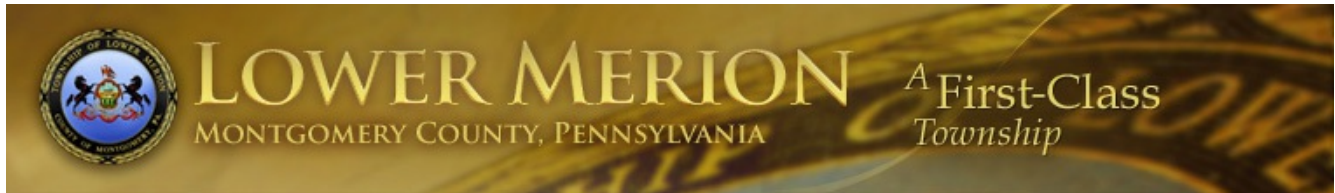
**Wednesday, March 19, 2025
7:15 PM (Approximately)**

Chairperson: Maggie Harper Epstein
Vice Chairperson: Ray Courtney, Andrew Gavrin

AGENDA

1. **REQUEST FOR LETTER OF SUPPORT - RIVERBEND ENVIRONMENTAL
EDUCATION CENTER COMMUNITY CONSERVATION PARTNERSHIP
PROGRAM GRANT APPLICATION**

2. **AUTHORIZATION TO EXECUTE AGREEMENTS WITH ROSEMONT COLLEGE
OF THE HOLY CHILD JESUS TO FACILITATE REDEVELOPMENT ASSISTANCE
CAPITAL PROGRAM GRANT**



AGENDA ITEM INFORMATION

ITEM: REQUEST FOR LETTER OF SUPPORT - RIVERBEND ENVIRONMENTAL EDUCATION CENTER COMMUNITY CONSERVATION PARTNERSHIP PROGRAM GRANT APPLICATION

Consider for recommendation to the Board of Commissioners authorizing a letter of support to Riverbend Environmental Education Center for an application to the (DCNR) Community Conservation Partnership Program Grant for open space acquisition.

PUBLIC COMMENT

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issue Briefing - Riverbend Letter of Support	Issue Briefing

TOWNSHIP OF LOWER MERION

Grants and Community Development Committee

Issue Briefing

Topic: Authorizing a Letter of Support to Riverbend Environmental Education Center for Application to the Pennsylvania Department of Conservation and Natural Resources (DCNR) Community Conservation Partnership Program Grant.

Prepared By: Brandon Ford, Assistant Township Manager

Date: March 14, 2025

I. Action To Be Considered By The Board:

Consider authorizing a letter of support to Riverbend Environmental Education Center for an application to the (DCNR) Community Conservation Partnership Program Grant for open space acquisition.

II. Why This Issue Requires Board Consideration:

A letter of support to state agencies should be authorized by the Board of Commissioners.

III. Current Policy Or Practice (If Applicable):

In the past, the Township has issued letters of support for grant applications submitted by non-Township entities that acts to further Township goals.

IV. Other Relevant Background Information:

Riverbend Environmental Education Center is a 30 acre preserve in the Gladwyne section of Lower Merion Township. The Center welcomes 35,000 program visits annually, teaching environmental principles to local youth and children throughout Southeastern Pennsylvania. Riverbend has also undertaken an extensive invasive plant removal and woodland restoration project on its property to preserve the natural habitat and conserve the local environment.

Riverbend intends to request funding from the DCNR Community Conservation Partnership Program Grant to acquire an adjoining 4.17-acre property. This undeveloped parcel, currently advertised for residential development, includes a significant stretch of the Saw Mill Run Stream, and has served as an essential natural resource for Riverbend's educational programming for over 50 years. The acquisition of this property would allow Riverbend to permanently preserve the site, actively restore the area through plantings and the removal of invasives and safeguard the Center's access to the stream for continued use in environmental programming.

The total estimated cost of the acquisition and initial stewardship is \$1.35 million, which is to be incurred entirely by Riverbend. The Lower Merion Board of Commissioners allocated \$30,000 to assist in this acquisition as part of its 2025 budgeting process. Since that allocation, Riverbend successfully petitioned the Montgomery County Open Space Board for an additional \$400,000 in County Open Space funds for the acquisition. Riverbend now seeks approximately \$675,000, or 50% of the total project cost, from the DCNR Community Conservation Partnership Program Grant to acquire the property. The remaining balance is to be matched by Riverbend through private donations and the use of their reserve funds.

Having received a land trust designation from DCNR, Riverbend is eligible to apply to the grant program on its own and requests a letter of support from the Township to submit along with their grant application. The deadline for the grant program is April 2, 2025 with an announcement of potential funding expected in fall 2025. The DCNR Community Conservation Partnership Program Grant does allow for retroactive payment of grant awards for land acquisitions providing Riverbend acquire a waiver of retroactivity, which they intend to request after submission.

- V. **Impact On Township Finances:** The Board of Commissioners allocated \$30,000 towards the acquisition of the 4.17-acre property by Riverbend as part of its 2025 budgeting process. There are no other expected costs to the Township.
- VI. **Staff Recommendation:** Letters of Support of this nature are a policy decision and staff does not have a position on whether Riverbend's request should be granted.



AGENDA ITEM INFORMATION

ITEM: AUTHORIZATION TO EXECUTE AGREEMENTS WITH ROSEMONT COLLEGE OF THE HOLY CHILD JESUS TO FACILITATE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM GRANT

Consider for recommendation to the Board of Commissioners authorizing execution of a Cooperation Agreement with Rosemont College of the Holy Child Jesus and the Redevelopment Authority of Montgomery County to facilitate the \$1.5 million RACP (Redevelopment Assistance Capital Program) grant by the Commonwealth of Pennsylvania for renovations to the College’s Alumnae Hall and execution of an Indemnity Agreement with Rosemont College of the Holy Child Jesus ensuring the Township has no financial liability.

PUBLIC COMMENT

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issue Briefing - Rosemont College RACP	Issue Briefing
<input type="checkbox"/> Rosemont College RACP Agreements	Backup Material

TOWNSHIP OF LOWER MERION

Grants & Community Development Committee

Issue Briefing

Topic: Cooperative Agreement for Rosemont College RACP Grant

Prepared by: Brandon J. Ford, Assistant Township Manager

Date: March 14, 2025

I. Action To Be Considered By The Board:

Authorize execution of a Cooperation Agreement with Rosemont College of the Holy Child Jesus and the Redevelopment Authority of Montgomery County to facilitate the \$1.5 million RACP (Redevelopment Assistance Capital Program) grant by the Commonwealth of Pennsylvania for renovations to the College's Alumnae Hall and execution of an Indemnity Agreement with Rosemont College of the Holy Child Jesus ensuring the Township has no financial liability.

II. Why This Issue Requires Board Consideration:

These types of agreements must be approved by the Board of Commissioners.

III. Current Policy Or Practice (If Applicable):

There is no policy but the Township has facilitated other entities with this requirement for RACP funding.

IV. Other Relevant Background Information:

Rosemont College has been awarded a \$1.5 million RACP (Redevelopment Assistance Capital Program) grant by the Commonwealth of Pennsylvania for renovations to the College's Alumnae Hall. The renovations include, but are not limited to: sprinkler and fire alarm system improvements; renovations to create more accessible men's and women's locker rooms; removal of asbestos insulation on piping; and the replacement of an emergency generator, boiler, hot water pump, hot water storage tank and HVAC units. The funds will be funneled to Rosemont College from the state through the Redevelopment Authority of Montgomery County which is typical of these grants.

Also typical of RACP grants to private entities is the requirement for a cooperation agreement with the host local government. This cooperation agreement requires the local government to assure repayment of any of the grant funds that might be spent for ineligible activities. This is an odd and seemingly onerous requirement for a local government but is one that the Township has encountered in the past.

The way it is addressed is the Township Solicitor prepares an additional indemnity agreement between the entity receiving the grant and the Township. The grant recipient (Rosemont College) guarantees they will pay the Township for any such ineligible expenditures and this indemnity agreement has been prepared for this project. A copy of the proposed Cooperation Agreement as well as the Indemnity Agreement ensuring the Township will not be liable for any ineligible expenditure is attached. The Township Solicitor has reviewed/prepared the agreements and finds them satisfactory.

V. **Impact on Township Finances:**

There is no impact to Township finances.

VI. **Staff Recommendation**

Staff recommends the Board of Commissioners authorize execution of the proposed Cooperation Agreement with Rosemont College of the Holy Child Jesus and the Redevelopment Authority of Montgomery County to facilitate the \$1.5 million RACP grant by the Commonwealth of Pennsylvania for renovations to the College's Alumnae Hall and execution of an Indemnity Agreement with Rosemont College of the Holy Child Jesus ensuring the Township has no financial liability.

**COOPERATION AGREEMENT AMONG LOWER MERION TOWNSHIP,
THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY,
AND ROSEMONT COLLEGE OF THE HOLY CHILD JESUS**

THIS COOPERATION AGREEMENT is made this ____ day of _____, 2025 among LOWER MERION TOWNSHIP, having an address of 75 East Lancaster Avenue, Ardmore, Pennsylvania 19003-2323 (hereinafter the “Township”), the REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY, having an address of 104 W. Main Street, Suite 2, Norristown, Pennsylvania 19401 (hereinafter the “Authority”), ROSEMONT COLLEGE OF THE HOLY CHILD JESUS, having an address of 1400 Montgomery Avenue, Rosemont, Pennsylvania 19010 (hereinafter referred to as the “Developer”).

WHEREAS, the Authority is an independent agency created by the County of Montgomery (the “County”) existing to carry out the public purposes of the Pennsylvania Urban Redevelopment Law, Act of Assembly of May 24, 1945, P.L. 991, 35 P.S. Section 1701 et seq., as amended, and the Authority was established for the purpose, among other things, of encouraging economic revitalization and redevelopment within the Commonwealth of Pennsylvania (the “Commonwealth”); and

WHEREAS, the Township is a first class township organized under the laws of the Commonwealth and located in the County; and

WHEREAS, the Township is the host municipality for a construction project at 1400 Montgomery Avenue, Rosemont, Pennsylvania 19010 known as the Rosemont College Community Center – Alumnae Hall project (the “Project”); and

WHEREAS, in furtherance of its purpose, the Authority has, together with the Developer, submitted an application dated December 11, 2019 (the “Application”) to the Commonwealth’s Office of the Budget to receive a One Million Five Hundred Thousand Dollar (\$1,500,000) grant (the “Grant Funds”) through the Commonwealth’s Redevelopment Assistance Capital Program (the “Program”) for the Project; and

WHEREAS, the Authority has entered into Contract No. ME 300-2034 with the Commonwealth’s Office of the Budget (the “OB Agreement”) attached hereto and incorporated hereby as Exhibit “A” setting forth the terms, requirements, obligations and conditions in connection with the use of the Grant Funds awarded to the Authority by the Commonwealth under the Program; and

WHEREAS, pursuant to the terms and conditions of a Sub-grant Agreement dated, _____ (the “Sub-grant Agreement”) entered into by and between the Authority and Developer, Developer will agree to comply with the terms of the Sub-grant Agreement attached hereto as Exhibit “B”; and

WHEREAS, in accordance with the Program requirements, the host municipality for the Project must authorize the Project and agree to reimburse certain contingent repayment obligations

of the Authority pursuant to the terms and conditions of this Agreement, and the Township is willing to do so because of the benefits that inure to the Township as a result of the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound agree as follows:

1. The Township hereby authorizes the Project in accordance with the terms and conditions of this Agreement, the OB Agreement and the Sub-grant Agreement. The Authority shall administer the Grant Funds in accordance with the terms and conditions of its contractual obligations and ensure that the Township shall receive a copy of each request for reimbursement for paid, eligible Project expenses submitted to the Commonwealth.

2. In accordance with the requirements of the Program, if funds are advanced to Developer and used in the Project for expenses that are determined by the Commonwealth to have been ineligible for reimbursement, and if the Authority is required to reimburse the Commonwealth for such amounts, the Township agrees to reimburse the Commonwealth for such amounts.

3. This Agreement shall commence upon full execution by the parties hereto and shall terminate upon the earlier to occur of: (a) disbursement of all Grant Funds and the issuance by the Commonwealth of the close out certificate; or (b) full repayment to the Commonwealth of all Grant Funds released by the Commonwealth to the Authority which the Authority is obligated to reimburse to the Commonwealth (the "Termination Date").

4. Upon the Termination Date, the parties hereto shall have no further liabilities, obligations or responsibilities to each other under this Agreement.

5. There shall be no amendments to this Agreement without the written consent of the parties.

6. This Agreement shall be binding upon the parties hereto, their heirs, successors, administrators and assigns and shall not be assigned to another party without written consent of each party hereto.

7. This Agreement shall be construed and interpreted under the laws of the Commonwealth of Pennsylvania.

[SIGNATURES ON FOLLOWING PAGE]

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

LOWER MERION TOWNSHIP

By: _____
Name:
Title:

Attest: _____

REDEVELOPMENT AUTHORITY OF
THE COUNTY OF MONTGOMERY

By: _____
Name:
Title:

Attest: _____

ROSEMONT COLLEGE OF THE HOLY
CHILD JESUS

By: _____
Name:
Title:

Attest: _____

EXHIBIT “A”

Grant Agreement

EXHIBIT “B”

Sub-grant Agreement

REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made this day of _____, 2025, by and between the **TOWNSHIP OF LOWER MERION**, a township of First Class with offices at 75 E. Lancaster Avenue, Ardmore, PA 19003 (hereinafter the “Township”) and **ROSEMONT COLLEGE OF THE HOLY CHILD JESUS**, located at 1400 Montgomery Avenue, Rosemont, Pennsylvania 19010.

BACKGROUND

1. ROSEMONT COLLEGE OF THE HOLY CHILD JESUS (hereinafter "Rosemont") is redeveloping a property in Lower Merion Township, Montgomery County, Pennsylvania, located at 1400 Montgomery Avenue, Rosemont, Pennsylvania ("Property").
2. In connection with the redevelopment of the Property, ROSEMONT has entered into a Subgrant Agreement with the Redevelopment Authority of the County of Montgomery ("Authority") dated _____ relating to the use of Redevelopment Assistance Capital Funds (“RCAP”), that being grant funding from the Commonwealth, administered by the Authority.
3. Lower Merion Township ("Township"), as the host municipality for the Project, has entered into a cooperation agreement with the Authority ("Cooperation Agreement") to guarantee certain contingent obligations of the Authority to the Commonwealth as specifically provided in the Cooperation Agreement and the Contract between the Commonwealth and the Authority.
4. In connection with its obligations under the Cooperation Agreement, Rosemont desires to take appropriate actions to insure that contingent repayment obligations are not incurred and desires to reimburse the Township for any costs associated therewith, all as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Rosemont agrees to provide the Township with copies of all documentation

submitted to the Authority in order to initiate all disbursements of grant funds to the Authority by the Commonwealth. This documentation shall be submitted by Rosemont to the Township at the same times that Rosemont submits it to the Authority. The documentation submitted by Rosemont shall be sent to the following address:

Ernie B. McNeely, Township Manager
Township of Lower Merion
75 East Lancaster Avenue
Ardmore, PA 19003

2. Upon receipt of documentation from Rosemont, the Township may take any actions it deems necessary to confirm to its satisfaction that Rosemont's request for reimbursement pertains to paid, eligible and reimbursable project expense(s). The Township is hereby authorized by Rosemont to access the Property for any inspections pertaining to the reimbursement request so that the Township can confirm that the work covered therein has been satisfactorily completed and made a part of the project, and to confirm that the work for which reimbursement has been requested, to the extent applicable, has been satisfactorily constructed, installed, incorporated into or otherwise made a part of the Project, that the expenses therefore have been paid by Rosemont and that the expenses are for eligible and reimbursable Project costs.

3. Rosemont agrees to cooperate with the Township's reasonable efforts to confirm that Commonwealth funds are released and/or disbursed for paid, eligible and reimbursable purposes.

4. Rosemont agrees to reimburse the Township for: (1) attorney's fees incurred in the preparation, negotiation and execution of this Agreement and the Cooperation Agreement, as well as any other attorney's fees reasonably incurred in carrying out the Township's obligations under the Cooperation Agreement, (2) costs reasonably incurred by the Township to confirm that the Commonwealth funds are released and/or disbursed only for paid, eligible and reimbursable purposes. Rosemont shall make payment to the Township within thirty (30) days of receipt of an itemized invoice, and (3) any sums which the Township expends by virtue of its guarantee under the Cooperation Agreement and the Contract between the Commonwealth and the Authority. Itemized invoices shall be sent to Rosemont at the following address:

Jim Cawley, President
ROSEMONT COLLEGE OF THE HOLY
CHILD JESUS
1400 Montgomery Avenue
Rosemont, PA 19010

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby) have caused this Agreement to be executed the day and month set forth above.

TOWNSHIP OF LOWER MERION

Attest: _____

By: _____
Ernie B. McNeely, Township Manager

**ROSEMONT COLLEGE OF THE
HOLY CHILD JESUS**

Attest: _____

By: _____
Jim Cawley, President