

**TOWNSHIP OF SHENANGO  
LAWRENCE COUNTY, PENNSYLVANIA  
RESOLUTION NO. 26 OF 2022**

**RESOLUTION OF SHENANGO ("TOWNSHIP") AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING TO THE COMMONWEALTH OF PENNSYLVANIA FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM ("RACP") GRANT IN THE AMOUNT OF TWO MILLION THREE HUNDRED THOUSAND DOLLARS (\$2,300,000) FOR THE SHENANGO RECREATION PROJECT**

**WHEREAS**, the Office of the Budget notified Shenango Township that the Governor of the Commonwealth of Pennsylvania has authorized the release of Two Million Three Hundred Thousand Dollars (\$2,300,000) in RACP funds (the "Grant") for the Shenango Recreation Project (the "Project") located in Shenango Township, Lawrence County, Pennsylvania, and has requested Shenango Area School District prepare and submit a formal and complete RACP application to the Office of the Budget; and

**WHEREAS**, the Project is integral to the continued economic growth of the Township, and, therefore, the Township supports the Project; and


**WHEREAS**, the Township and Shenango Area School district have agreed to enter into a Cooperation Agreement attached hereto and incorporated herein as Exhibit "A".

**NOW THEREFORE BE IT RESOLVED BY THE COLLEGE TOWNSHIP COUNCIL** as follows:

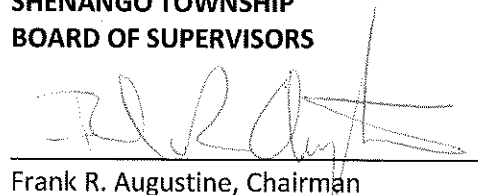
- 1) The Township supports the RACP Grant to Shenango Township in the amount of \$2,300,000 to be used to fund the construction and land development of the Shenango Recreation Project, a facility located at 2562 Ellwood Road, Shenango Township, Lawrence County, Pennsylvania 16101; and
- 2) Project costs include construction of a four-season recreational facility, parking lot improvements, and stormwater upgrades; and
- 3) The Township agrees to serve as the public applicant for the Grant; and
- 4) The Township does hereby designate Albert Burick, Township Secretary/Treasurer, as the official to execute all documents and agreements between the Township and the Pennsylvania Office of the Budget to facilitate and assist in obtaining the requested grant, subject to Shenango Area School District. executing the Cooperation Agreement incorporated herein as Exhibit "A".

**APPROVED AND ADOPTED** this 10<sup>th</sup> day of November 2022.

**ATTEST:**

  
Albert D. Burick III, Secretary/Treasurer

**SHENANGO TOWNSHIP  
BOARD OF SUPERVISORS**

  
Frank R. Augustine, Chairman

## COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of November 2022, by and between **SHENANGO TOWNSHIP, PENNSYLVANIA**, acting by and through its **BOARD OF SUPERVISORS**, in its capacity as the governing body of Shenango Township, 1000 Willowbrook Road, New Castle, Pennsylvania ("Township"); and **SHENANGO AREA SCHOOL DISTRICT**, a municipal organization with its principal office at 2501 Old Pittsburgh Road, New Castle, Pennsylvania ("School District").

### WITNESSETH

WHEREAS, the above parties enter into this Cooperation Agreement in the endeavor to embark upon the construction of a multi-purpose recreation complex in Shenango to be used by the community members and School District;

WHEREAS, the parties have agreed to identify the aforementioned project to be hereinafter referred to as the "Project"; and

WHEREAS, the location of the Project would be lands owned by the School District, and the scope of the project shall consist of the following: (a) basketball/volleyball courts; (b) multi-purpose playing surface for the use of all sports and various school and community activities; (c) four lane synthetic surface track surrounding the said playing surface; (d) long jump and pole vault area; (e) security system; (f) weight room; (g) batting cages.

WHEREAS, on May 11, 2022, a RACP grant was awarded by Governor Tom Wolf, in the amount of \$2,300,000 ("Grant"), to fund activities associated with the Complex, to be owned and used by the School District.

WHEREAS, on November 7, 2022, the Shenango School Board of Directors authorized the submission of an application for funding to the Commonwealth of Pennsylvania for a

Redevelopment Assistance Capital Program (hereinafter ("RACP") grant in the amount of \$2,300,000 for the purpose of constructing the said Project;

WHEREAS, the said submission of the RACP application was made on behalf of the Shenango Area School District.

RACP is a Commonwealth grant programed and administered by the Office of the Budget for the Acquisition and Construction of Economic, Cultural, Civic, Recreation, and Historical Improvement Projects.

WHEREAS, the Township has received notice from the Commonwealth authorizing the preparation and submittal of a complete RACP application ("Application") for said RACP funding for the Project; and

WHEREAS, the Application requires that a Cooperative Agreement be entered into between the Township and the Sub-Applicant, which authorizes the Project and obligates the Township to reimburse the Commonwealth for any expenditures found by the Commonwealth to be ineligible (the "RACP Requirement"); and

WHEREAS, the Sub-Applicant has agreed to indemnify the Township and hold the Township harmless from any obligation of the Township to the Commonwealth for any obligation to reimburse the Commonwealth for the State's share of any project expenditures found by the Commonwealth to be ineligible.

WHEREAS, as part of the RACP funding process, the Township will enter into a Grant Agreement with the Commonwealth ("Grant Agreement") in which the Township will be identified as a Grantee of the Commonwealth in the administration of the aforesaid Grant Agreement and the funding associated therewith;

WHEREAS, as part of the RACP funding process, the School District will be identified as a Sub-Grantee of the Commonwealth in the administration of the aforesaid Grant Agreement and the funding associated therewith; and

**NOW, THEREFORE,** in consideration of the covenants and conditions contained herein and intending to be legal bound, the parties agree as follows:

1. The recitals detailed above are incorporated herein;
2. The parties subject to this Agreement agree that the School District will be identified as "Subgrantee" on the Grant administered by the Budget;
3. **Status.** The Township shall serve in the capacity of a pass-through public applicant for purposed of receiving the RACP funding for the Project in the amount of \$2,300,000. The Sub-Grantee of the RACP funds shall comply with all statutory and program requirements throughout the construction and funding phase of the Project, including but not limited to, the requirement to furnish qualified matching funds for the Project.
4. **Preparation/Submission of Application.** The full application for RACP funding for the Project will be prepared and submitted by the Township, in coordination with the Sub-Grantee, to the Commonwealth in accordance with all applicable guidelines promulgated by the Commonwealth.
5. **Matching Funds.** The Sub-Grantee acknowledges and verifies that the Sub-Grantee has obtained funds in an amount at least sufficient to meet the local match requirements imposed by the Commonwealth of Pennsylvania for participation in the Redevelopment Assistance Capital Program. The Sub-Grantee agrees, acknowledges, and represents that these funds are readily available either in cash or in the form of a firm, irrevocable commitment by a financial institution and in such form as to be in compliance with all requirements imposed by the Commonwealth.
6. **Responsibility.** The Sub-Grantee agrees to be fully responsible for any and all obligations, monetary or otherwise, arising on behalf of the Township as a result of Township's acting as Applicant for funding through the RACP, and also resulting from Township's acting and serving in the capacity of Grantee.
7. **Reimbursement of Ineligible Expenditures.** Township and Sub-Grantee acknowledge and agree as follow:

- a. In the event that a Commonwealth agency having jurisdiction, or Court of final jurisdiction, determines that any of the RACP funding, up to \$2,300,000, received by the Township under the Grant Agreement has been an ineligible expenditure for the Project in accordance with the terms of the Grant Agreement, the Commonwealth of Pennsylvania shall be reimbursed the full amount of any such ineligible expenditure as follows:

8. **Indemnification.** The Sub-Grantee (School District) also agrees to indemnify and hold harmless the Township from any and all liability that may arise from any expenditures found by the Commonwealth to be ineligible for the Project.

9. **Administration.**

- a. The Township, as Applicant, shall provide professional personnel for general administration of the Grant Agreement. In connection with the general administration of the Grant Agreement, general administration includes:
  - i. Submission of Application in coordination with the Sub-Grantee;
  - ii. Preparation and administration of all required reports to the Commonwealth in coordination with the Sub-Grantee;
  - iii. Maintaining Grant files;
  - iv. Maintaining accounting records for the Grant;
  - v. All other compliance requirement which may be issued by the Commonwealth of Pennsylvania
- b. The Township must promptly execute all documents, writings, or other instruments necessary for the efficient and effective administration of the Grant Agreement.
- c. As Sub-Grantee, the School District shall be subject to and satisfy all Project related terms and conditions of the Grant which are detailed in RACP guidelines and the Grant Agreement to be executed by the County and the Commonwealth to be attached hereto. Any modifications or amendments to the Grant Agreement will be subject to prior written approval of the Township, the Sub-Grantee and the Commonwealth.
- d. Upon compliance with and satisfaction of the Grant special conditions by the Sub-Grantee, the Sub-Grantee shall requisition the Commonwealth for Grant disbursements in accordance with the Commonwealth's approved

reimbursement schedule and evidenced with supporting invoice and payment documentation provided by the Sub-Grantee, for eligible project costs as authorized by the Commonwealth. Such reimbursements shall be made pending adherence with the project construction and cost schedule.

- e. The Sub-Grantee shall cause its contractors in any contracts related to the Project to comply with the terms and conditions of the Grant, Grant Agreement and all applicable laws governing the Project, including, but not limited to, requirements relating to the payment of prevailing wages, bonding, and insurance.


10. **Funding Requirements.** The parties acknowledge and agree that receipt of funding through the RACP is subject to various requirements and conditions imposed by the Commonwealth of Pennsylvania. Entry into this Cooperation Agreement does not constitute any type of guarantee on the part of Township that any conditions can or will be complied with or that the Township will undertake any additional responsibilities or obligations in regard to obtaining such funding. Furthermore, the Sub-Grantee agrees to return, to the Township, any funds disbursed to the Sub-Grantee for costs found to be ineligible for RACP funding or to return any RACP funds not expended and to hold the Township harmless from and against any and all claims that Township acted or failed to act in any matter that resulted in a negative effect on the ability of the Sub-Grantee to obtain funding for the Project through the Redevelopment Assistance Capital Program.

**IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND HEREBY,** the parties hereto by their duly authorized representatives, have hereto set their hands having full Township according to law, to bind their principal for the purposes herein set forth.

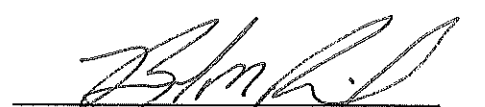
ATTEST:

SHENANGO TOWNSHIP

Betty A. Masine

  
Supervisor Albert Burick

  
Supervisor Frank Augustine

  
Supervisor Brandon Rishel

ATTEST:

SHENANGO AREA SCHOOL DISTRICT

\_\_\_\_\_

\_\_\_\_\_  
Board President Merle Glass