

**CHESTER COUNTY MUNICIPAL GRANT
RESOLUTION**

RESOLUTION NO. 2023-04

THE MUNICIPALITY OF Coatesville

CHESTER COUNTY, PENNSYLVANIA

WHEREAS, the Commissioners of Chester County have established a Municipal Grant Program to be utilized by the municipalities of Chester County; and

WHEREAS, the grants may be used by the municipality for the improvement or acquisition of municipal recreation land; and

WHEREAS, the municipality of Coatesville, Chester County Pennsylvania desires to participate in the Municipal Grant Program;

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Coatesville, Chester County, Pennsylvania, as follows:

1. That the municipality of Coatesville, Chester County, Pennsylvania hereby approves the filing of an application for Chester County Municipal Grant Program assistance.

2. That Natural Lands/City of Coatesville is hereby authorized and directed to execute and file the appropriate forms with the Chester County Department of Parks and Preservation.

Duly presented and adopted by the Governing Body of the City of Coatesville in public meeting held this 13th day of February, 2023.

Municipality of Coatesville
Chester County, Pennsylvania

By: 
Chairman/President

Attest: 

MUNICIPAL ACQUISITION GRANTS AND PARK AND TRAIL IMPROVEMENT GRANTS

GRANT CONTRACT SIGNATURE PAGE

Directions:

Please submit a signed and attested Grant Contract signature page (Page 3 below) with your Application.

County staff will insert the dates, dollar amounts, and other descriptive information into the contract at such time as the Commissioners take action.

Submitting a completed signature page with the grant application will expedite the award process in the event your project is selected for funding.

CHESTER COUNTY
MUNICIPAL GRANT PROGRAM

Round 35 Grant Contract

Project Name: _____

(Municipality)

County of Chester

THIS AGREEMENT, made this _____ day of _____, 2023 is by and between _____ (Municipality), having an address at _____, hereinafter called "Municipality," and the County of Chester acting through its County Commissioners, hereinafter called "County."

A. SCOPE OF CONTRACT

1. Municipality agrees that any sums received from the County shall be used in accordance with the awarded Grant, Application, Manual, and any other grant program guidelines and conditions.
2. Municipality agrees that covenants requiring the perpetual use of the land for public access parkland, natural resource conservation, and/or farmland as set forth in the required restrictions and program guidelines shall be placed in the deed/easement of all land acquired in full-fee or through an easement. Land used for the development of park facilities must also be similarly restricted. Municipality further agrees to record such covenants at the County of Chester Recorder of Deeds.
3. Municipality agrees to properly maintain and periodically inspect the facilities constructed and property acquired as a result of this grant. Further, Municipality agrees to provide for continuous public open space, park, recreational, and/or natural resource conservation use on all lands subject to this grant, and to allow public access, with the exception of land which is used for agricultural purposes, without discrimination and without regard to residency.
4. Municipality agrees to adhere to all Federal, State, and Municipal laws, codes, and requirements. Municipality further agrees to indemnify, defend, and save harmless from the County any and all claims arising out of the performance of this Agreement and which is claimed to have been caused by an error, omission, intentional or negligent act by the Municipality.

**Chester County Municipal Grant Program
Round 35 Grant Contract**

5. Municipality agrees not to sell or convey the land that was acquired by or contains the facilities or improvements that were constructed with the aid of the County Grant, without prior written authorization from the County. Municipality shall not use or permit the use of said land(s) and facilities or improvements for other than recreational or open space purposes, with the exception of land which is used for agricultural purposes. Further, the Municipality agrees to record the most current version of the Declaration of Public Trust, Covenants, Conditions, and Restrictions as required, prior to any reimbursements being made by the County on this contract.
6. Municipality agrees that the County reserves all rights to reassess the grant award and approval on any situation, and refuse to grant reimbursement, withdraw conditional grant approval, and/or require additional documentation and assurances or indemnification.
7. At the discretion of the Chester County Board of Commissioners, the Municipality agrees to attend a public meeting of the Commissioners to acknowledge and celebrate completion of the project.

B. MAXIMUM REIMBURSEMENT AND CONTRACT END DATE

1. It is understood that this grant is for a maximum reimbursement of _____ Dollars (\$_____).
2. The Municipality understands that funding shall be provided by the County as set forth by this Contract and the guidelines set forth in the Preservation Partnership Grant Program Manual.
3. This contract expires on _____, 2026. The Municipality agrees and understands that reimbursement will not be made by the County through this Grant program for costs incurred after the aforesaid expiration date.

C. CONTRACT AMENDMENTS AND TERMINATION

1. This Contract may be amended only by written instrument signed by both County and Municipality.
2. This Contract may be terminated by the Municipality prior to any expenditure or prior to obtaining grant funds from the County upon notice to the County by the Municipality by Resolution of its governing body declaring its intent not to pursue the awarded project; whereupon the County shall have no further obligation to the Municipality with respect to this Grant Contract or the underlying Grant Application filed by the Municipality.
3. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Should any provision of this Agreement or the Manual be deemed invalid or illegal, the provisions hereof shall continue in full force and effect as if such provision had not been included.

**Chester County Municipal Grant Program
Round 35 Grant Contract**

WITNESS WHEREAS, the parties hereto have caused these presents to be executed, attested, and sealed by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

CHESTER COUNTY BOARD OF COMMISSIONERS

ATTEST:

By:

Chair, Commissioner

Commissioner

Commissioner

ATTEST:




By:

City of Coatesville
(MUNICIPALITY)


(Signature and Title)

City Manager


(Signature and Title)

Linda Lavender Norris
Council President
(Signature and Title)

(Signature and Title)

(Signature and Title)

(Signature and Title)

(Signature and Title)