

## **TOWNSHIP OF LOWER MERION**

### **LIBRARY COMMITTEE**

**WEDNESDAY, FEBRUARY 11, 2026  
6:40 PM (Approximately)**

Chairperson: Shelby Sparrow

Vice Chairperson: Chris McGuire, Louis Rossman

### **AGENDA**

1. **APPROVAL OF AGREEMENT FOR ADMINISTRATION OF GRANT FUNDS FOR THE PENN WYNNE LIBRARY COMMUNITY READING GARDEN PROJECT**



**Township of Lower Merion**  
A FIRST CLASS TOWNSHIP

## **AGENDA ITEM INFORMATION**

COMMITTEE: Library

ITEM: **APPROVAL OF AGREEMENT FOR ADMINISTRATION OF GRANT FUNDS FOR THE PENN WYNNE LIBRARY COMMUNITY READING GARDEN PROJECT**

Consider for recommendation to the Board of Commissioners approval of an agreement between the Township and the Penn Wynne Library Association (PWLA) outlining the terms for the administration, transfer, and use of grant funds supporting the Penn Wynne Library Community Reading Garden Project.

### **PUBLIC COMMENT**

#### **ATTACHMENT(S):**

[Issue Briefing - PWLA Sub-Agreement](#)  
[Sub Grantee Agreement\\_- combined grants v5 Clean.docx](#)

**TOWNSHIP OF LOWER MERION**  
***Libraries Committee***

**Issue Briefing**

**Topic:** Agreement with the Penn Wynne Library Association for Administration of Grant Funds for the Penn Wynne Library Community Reading Garden Project.

**Prepared By:** Lynn Williamson, Director of Libraries  
Brandon Ford, Assistant Township Manager

**Date:** February 6, 2026

**I. Action To Be Considered By The Board:**

Approve an Agreement between the Township and the Penn Wynne Library Association (PWLA) outlining the terms for the administration, transfer, and use of grant funds supporting the Penn Wynne Library Community Reading Garden Project.

**II. Why This Issue Requires Board Consideration:**

Contracts with outside entities involving grant administration and financial reimbursement require approval by the Board of Commissioners.

**III. Current Policy Or Practice (If Applicable):**

The Township has historically partnered with the community's nonprofit library associations when projects occur on Township-owned library properties. Furthermore, the Township has entered into agreements with external entities, such as a library association, when undertaking joint projects as a means of clarifying responsibilities.

**IV. Other Relevant Background Information:**

The Township owns the Penn Wynne Library property at 130 Overbrook Parkway. At the request of the PWLA, the Township is undertaking the Penn Wynne Library Community Reading Garden Project, which will create an outdoor public reading and gathering space for library programs and community use. In November 2025, the Board awarded a contract totaling \$396,800 for the project with the Township providing \$42,056. The remaining balance \$354,744 is to be covered through the following grants secured by the Township and PWLA with PWLA contributing approximately \$500 to make up the difference.

- \$141,300 from PA Department of Conservation and Natural Resources (PA DCNR)'s Community Conservation Partnership Program (C2P2) Grant – (Township award)

- \$100,000 from PA Department of Economic and Community Development (PA DCED)'s Community and Economic Assistance Program (CEAP) Grant – (PWLA award)
- \$100,000 from PA DCED's Greenways, Trails, & Recreation Program (GTRP) Grant – (PWLA award)
- \$12,457.19 from the Jimmy Sullivan Memorial Walkathon
- \$500 from Ardmore Rotary Community Grant

Because multiple entities received funding for the Project and the Township will incur construction costs, the agreement identifies the Township as a subrecipient of PWLA's grants. This allows the Township to assume grant compliance responsibilities and request reimbursements directly from state agencies. The agreement also outlines requirements for documentation, reimbursement, inspections, and oversight. SALT Landscape and Design Studio, the architectural firm contracted by PWLA and designer of the Reading Garden, will provide construction administration for the Project, while the Township Engineer will oversee construction management.

The proposed agreement was drafted by the Township Solicitor, shared with the PWLA and is acceptable to both entities.

#### **V. Impact On Township Finances:**

The proposed agreement would enable the Township to be directly reimbursed for costs incurred through the construction of the Penn Wynne Reading Garden. There is no additional cost to the Township.

#### **VI. Staff Recommendation:**

Staff recommends authorizing the agreement with PWLA for the administration of grant funds for the Penn Wynne Library Community Reading Garden Project.

## **SUBGRANT AGREEMENT**

### **BETWEEN THE PENN WYNNE LIBRARY ASSOCIATION AND THE TOWNSHIP OF LOWER MERION**

**THIS SUBGRANT AGREEMENT** ("Agreement") effective the \_\_\_\_\_ day of \_\_\_\_\_, 2026 entered into by and between the **PENN WYNNE LIBRARY ASSOCIATION**, having an address of 130 Overbrook Parkway, Wynnewood, Pennsylvania 19096 ("Association") and the **TOWNSHIP OF LOWER MERION**, having an address of 75 East Lancaster Avenue, Ardmore, Pennsylvania 19003 ("Township") for payment of grant funds for eligible activities associated with the property located at 130 Overbrook Parkway, Wynnewood, Pennsylvania 19010 (the "Property").

#### **BACKGROUND:**

**WHEREAS**, the Township owns the Property at 130 Overbrook Parkway, Wynnewood, Pennsylvania, which Property is occupied by the Penn Wynne Library ("Library"), a member library of the Lower Merion Library System; and

**WHEREAS**, the Penn Wynne Library Association is a not-for-profit corporation whose mission is to enhance the ability of the Library to serve the public; and

**WHEREAS**, Township, at the request of the Association, is undertaking a project to ultimately benefit the Association known as the Penn Wynne Library Community Reading Garden Project (the "Project"); and

**WHEREAS**, SALT Landscape and Design Studio has been engaged to conduct construction administration with Pennoni Associates providing oversight of construction management; and

**WHEREAS**, the Association will retain involvement through the culmination of the project and will be responsible for repayment to the Township of the costs of the Project upon its completion; and

WHEREAS, the Association has applied for various grant funds to contribute to the construction costs of the Project and has requested the Commonwealth Finance Agency to redirect payment of the three state grants to come directly to the Township rather than to the Association. The Township will use those funds for completion of the Project as permitted by the terms of the Grant and the terms of the contracts entered into between the Association and the grant providers; and

WHEREAS, grants have been awarded as follows:

|                                                                |                                                  |      |              |
|----------------------------------------------------------------|--------------------------------------------------|------|--------------|
| DCNR Community Conservation Partnerships Program Grants (C2P2) | Department of Conservation and Natural Resources | LMT  | \$141,300.00 |
| DCED Conservation Easement Assistance Program (CEAP)           | Senator Cappelletti                              | PWLA | \$100,000.00 |
| DCED Greenways, Trails, and Recreation Program (GTRP)          | DCED                                             | PWLA | \$100,000    |
|                                                                |                                                  |      |              |
| Jimmy Sullivan Memorial Walkathon                              | PWES                                             | PWLA | \$12,457.19  |
| Ardmore Rotary Non-profit Community Grant Program              | Rotary Club of Ardmore                           | PWLA | \$500.00     |

WHEREAS, the Parties desire to enter into this Agreement to confirm the understandings set forth above and to establish the terms and conditions applicable to the processing of the various grants for the Project, including grants not included on the above list and received subsequently; and

**NOW, THEREFORE,** for good and valuable consideration, the parties hereto

Intending to be legally bound, hereby agree as follows:

I. Incorporation of Preamble. The preamble paragraphs set forth above are incorporated herein as though fully set forth at length.

II. Use Of Awarded Grants And Other Funds.

1. Terms. All terms not defined herein shall have the definitions as set forth in the contracts for the various grants. Any conflict between terms defined herein and terms defined in the relevant contract shall have the meaning ascribed to them in the contract.

a. Grant Amount. Subject to the terms and conditions set forth herein and the terms of the grant contracts, the Association agrees to provide grant assistance to the Project up to the grant funds received by it and/or paid directly to the Township, and in addition to provide whatever additional funds are necessary to reimburse the Township for the full costs of the Project beyond the amount previously committed by the Board of Commissioners at the time the project was awarded. The Association confirms that while the various grants collectively are necessary for the completion of the Project, the Association has sufficient additional funding in place so that, when combined with the grants, and the amount committed by the Board of Commissioners, it will allow for the completion of the Project with full reimbursement to the Township.

2. The Association will remit to the Township any grant funds received by it and all other funds donated, collected, and/or intended for this project to the Township within 30-60 days of the execution of this agreement if previously collected, or within 30-60 days of receipt by the Association if collected hereafter. Township shall utilize the grant funds where received from the Association or paid directly to it solely and exclusively to fund eligible Project costs in accordance with the various grant applications and contracts. The Township will utilize all other funds, including funds committed by the Township, solely and exclusively to fund Project costs, including any budgetary overruns.

3. Reimbursement Grant Disbursements. Upon Township's incurrence of all or a portion of eligible costs and submission of invoices and other relevant documentation associated with the Project, the Township shall submit to the grant provider a payment requisition form

along with the invoices and other relevant documentation.. The Association, any grant provider, and/or their respective Consultants shall have the right to inspect the Project and the Property at any reasonable time, until final disbursement to Township of any remaining approved grant funds for the Project, for the purpose of evaluating compliance with this Agreement and/or the Contract. All such inspections shall be for the sole use and benefit of the Association and the grant provider and shall not be relied upon by any other party. "Consultant(s)," as used herein, shall mean individually and collectively, such persons and/or entities as may be selected by the Association or the grant provider, including, but not limited to, architects, engineers and inspectors, to perform various tasks, including, but not limited to, the inspection of the Property and improvements.

4. The requirements of the grant contracts and all applicable federal, state and local laws and regulations are incorporated herein by reference.

### III. Representations and Warranties.

1. Township. To induce the Association to enter into this Agreement and to disburse the proceeds of the various grants in accordance with the provisions hereof, the Township represents and warrants that:

a. The Township of Lower Merion is a Pennsylvania municipality organized and existing in good standing under the laws of the Commonwealth of Pennsylvania. This Agreement has been duly and validly executed by Township and constitutes the valid and legally binding agreement of Township enforceable in accordance with its terms and, when duly executed and delivered pursuant to the provisions hereof, shall constitute the valid and binding obligations of the Township.

b. There is no litigation or governmental proceeding which would affect the eligibility of Township's receipt grant funds, pending or, to the best knowledge of the Township or its

officers, threatened against the Township other than that which has been previously disclosed to the Association in writing.

c. The execution and delivery of this Agreement, consummation of the transactions herein contemplated in compliance with the terms and provisions hereof will not conflict with, or result in a breach of any law governing the activities, powers and duties of the Township, or of any agreement, indenture or other instrument to which the Township is a party or by which it is bound or to which it or its property is subject, or constitute a default thereunder, and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property of the Township pursuant to the terms of any such agreement, indenture or other instrument.

d. No persons described as employee, agent, consultant, officer, or elected official or appointed official of the Association, or of any designated public agencies, or subrecipients which are receiving funds under an Association agreement, who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, have obtained or will obtain a personal or financial interest or benefit from the Project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

#### IV. Covenants of the Township.

1. Continuing Covenants. The Township now hereby covenants that:

a. Township shall use grant proceeds solely for the purposes of reimbursing eligible Project costs and as set forth in the grant Applications.

b. Township shall comply with all laws, regulations and orders of any court or governmental body having jurisdiction over the Project.

c. Township shall give immediate notice to the Association of the occurrence of any event of default hereunder.

d. Township shall endeavor to adhere to the terms of the grant contracts.

e. Township shall not, under any circumstances, make any claims or demands of or against the Association relating to this Agreement, and/or Project. Township shall not, under any circumstance, file any type of suit against the Association, in any venue, in connection with this Agreement, any grant, and/or the Project.

V. Events of Default by Township.

1. The occurrence of any one or more of the following events by Township shall constitute an Event of Default.

a. Failure of Township to observe or perform any condition, duty, obligation, covenant, agreement, warranty or undertaking required of the Township under this Agreement or any of the responsibilities it is assuming under the Contract in connection with any grant.

b. Determination by the Association that any statements, certificates, reports, representations or warranties or other information made or furnished at any time by the Township in connection with any grant or this Agreement or, at the time made, were false or erroneous in any material respect.

c. Use of the proceeds grant proceeds for purposes other than paying the eligible Project costs.

VI. Termination.

1. Misuse of Grant. In the event the Association determines that Township is not administering or implementing the Project in accordance with the Act and any laws and regulations issued pursuant thereto and/or the provisions of the Contract or this Agreement, the Association shall have all of the rights and remedies in relation to the Township as permitted by law.

VII. Miscellaneous.

1. Insurance. Township understands and acknowledges that a condition of this Agreement is that Township obtain liability insurance policies that name the Association as additional insureds, in form and substance satisfactory to the additional insureds, proof of which shall be provided to the Association, and which shall protect the Association its agents, employees or assigns, from claims of bodily injury and/or property damage arising out of any activities performed by the Township and its employees, agents or assigns under this Agreement, including business and non-business invitees and their property and all other property sustaining damage as a direct or indirect result of the execution of this Project, whether or not actively engaged in the Project at the time the claim inures. Upon request, the Township shall furnish the Association proof of insurance as required by this paragraph. The provisions of this paragraph shall survive the termination of this Agreement, and the indemnification obligations hereunder shall apply to losses and claims whether asserted prior to or after the termination of this Agreement.

2. Township acknowledges that the obligation of the Association to provide grant proceeds pursuant to this Agreement is dependent upon the receipt of the same from the grant provider. This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of the Commonwealth.

3. The terms and provisions of this Agreement are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provision of this Agreement under federal, state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant or condition or provision hereof unenforceable or invalid.

4. The parties do not intend the benefits of this Agreement to inure to any third party, except as to the indemnification in Section VII.1. above. No portion of the Association's commitment to make grant funds available to the Township will, at any time, be subject to attachment or levy by any contractor, subcontractor, materialman or supplier or any creditor of any such contractor, subcontractor, materialman or supplier. This Agreement shall not be construed as creating any rights, claims, or causes of action against the Association or any officer, agent or employee thereof in favor of any contractor, subcontractor, supplier of materials or any of their respective creditors or any other person or entity other than the Association.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day, month and year first above written.

SIGNATURES ON THE FOLLOWING PAGE

PENN WYNNE LIBRARY ASSOCIATION

By: \_\_\_\_\_  
Christin Kim, Co-President

By: \_\_\_\_\_  
Ramon Michael Solis, Co-President

ATTEST:

\_\_\_\_\_  
Secretary

TOWNSHIP OF LOWER MERION

By: \_\_\_\_\_  
Ernie B. McNeely, Township Manager

ATTEST:

\_\_\_\_\_  
Jody L. Kelley, Township Secretary

Reviewed and approved as to form:

\_\_\_\_\_  
Township Solicitor