

JENKINS TOWNSHIP BOARD OF SUPERVISORS
46 ½ MAIN STREET, INKERMAN
PITTSTON, PENNSYLVANIA, 18640-3103
Phone – 570-654-3315 * Fax – 570-654-3316

Chairman – Stanley E. Rovinski
Secretary/Treasurer – Robert Linskey

Vice-Chairman – Joseph Sperrazza
Solicitor – Charles G. Ross, ESQ.

Email-jenkinsmanager@comcast.net

JENKINS TOWNSHIP BOARD OF SUPERVISORS

RESOLUTION # 6 of 2022

**AUTHORIZING THE JENKINS TOWNSHIP BOARD OF SUPERVISORS
TO SUPPORT A COMMONWEALTH REDEVELOPMENT
ASSISTANCE CAPITAL GRANT FOR THE EXPANSION OF THE WEINBERG
NORTHEAST REGIONAL FOOD BANK**

AND NOW, this 9th day of March, 2022, the Jenkins Township Board of Supervisors, Luzerne County, Commonwealth of Pennsylvania, hereby enacts the following Resolution:

BE IT RESOLVED, that Jenkins Township of Luzerne County supports a Commonwealth Redevelopment Assistance Capital Grant to the Luzerne County Industrial Development Authority (Authority) and Commission on Economic Opportunity (CEO), as sub-recipient, in the amount of \$500,000.00 for the expansion of the Weinberg Northeast Regional Food Bank Expansion located at 185 Research Drive, CenterPoint Commerce & Trade Park East, Jenkins Township, Pennsylvania, (the “Project”) and authorizing the Township to reimburse the Commonwealth for the Commonwealth’s share of ineligible costs incurred.

WHEREAS, the Authority and CEO have been designated as the recipients of a Commonwealth Redevelopment Assistance Capital Program Grant (the “Grant”) of the Commonwealth of Pennsylvania for the expansion of the Weinberg Regional Food Bank located at 185 Research Drive, CenterPoint Commerce and Trade Park East, Jenkins Township, Luzerne County, Pennsylvania; and

WHEREAS, the Office of the Budget of the Commonwealth of Pennsylvania (the “Commonwealth”) requires that the host municipality, in this instance, Jenkins Township provide a commitment that it will reimburse the Commonwealth for the Commonwealth’s share of any expenditures related to the Project found to be ineligible under the Grant Program; and

WHEREAS, it is deemed to be to the mutual benefit of the Authority, CEO, Jenkins Township and the Commonwealth to complete the Project.

NOW, THEREFORE BE IT RESOLVED that the Jenkins Township Board of Supervisors supports the Redevelopment Assistance Capital Grant (RACP Grant No. 2712-00) to the Authority and CEO for the Project defined above.

BE IT FURTHER RESOLVED, that in conjunction with the expenditures of the funds by CEO in connection with the Project, Jenkins Township will reimburse the Commonwealth for the Commonwealth's share of any expenditures related to the Project found to be ineligible under the Grant Program by the Commonwealth, if any.

BE IT FURTHER RESOLVED AND UNDERSTOOD, that CEO hereby agrees to indemnify and reimburse Jenkins Township for any monies paid by Jenkins Township to the Commonwealth pursuant to this Resolution.

I, **Robert Linskey**, duly qualified Secretary/Treasurer of Jenkins Township, Luzerne County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Jenkins Township Board of Supervisors at a special meeting held Wednesday, March 9, 2022 said Resolution has been recorded in the Minutes of Jenkins Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Jenkins Township this 9th day of March, 2022.





Stanley E Rovinski, Chairman
Jenkins Township Board of Supervisors



Joseph Sperrazza, Vice Chairman
Jenkins Township Board of Supervisors

SEAL



Robert Linskey, Secretary
Jenkins Township Board of Supervisors

COOPERATION AGREEMENT

THIS AGREEMENT made and entered into on the ___ day of _____ 2022, by and between Jenkins Township (“Township”) and the Commission on Economic Opportunity (“Sub-recipient”), a non-profit Pennsylvania corporation with its principal offices at 165 Amber Lane, Wilkes-Barre, Pennsylvania with respect to a certain Redevelopment Assistance Capital Program Grant, (“RACP”) from the Commonwealth of Pennsylvania with the Luzerne County Industrial Development Authority (“Authority”)

WITNESSETH THAT:

WHEREAS, Authority has been designated as the recipient of a RACP grant in the amount of \$500,000 from the Commonwealth of Pennsylvania for the Weinberg Northeast Regional Food Bank Expansion (RACP No. 2712-00) located at 185 Research Drive, Lot 20, CenterPoint Commerce & Trade Park East, Jenkins Township, Pennsylvania, (the “Project”); and

WHEREAS, Sub-recipient is constructing the Project and will thereafter operate the Project; and

WHEREAS, the Office of the Budget of the Commonwealth of Pennsylvania (the “Commonwealth”) requires that the host municipality, in this instance, Township provide a commitment that it will reimburse the Commonwealth for the Commonwealth’s share of any expenditures related to the Project found to be ineligible under the RACP grant; and

WHEREAS, the Township has deemed it to be beneficial to the Sub-recipient and the Commonwealth to complete the Project and has passed a Resolution whereby the Township will reimburse the Commonwealth for the Commonwealth’s share of any expenditures related to the Project found to be ineligible under the Grant Program by the Commonwealth, if any; and

WHEREAS, said Resolution provides that it is conditioned upon the Sub-recipient agreement to reimburse the Township for any monies paid by the Commonwealth pursuant to the Resolution.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Township and the Sub-recipient mutually agree as follows:

1. **Reimbursement.** Sub-recipient shall pay for or reimburse the Township for all expenses incurred in fulfilling the Sub-recipient’s obligations to the Commonwealth under the Resolution. Sub-recipient shall upon demand, advance immediately, any funds to the Township to cover any amounts left unpaid by the Sub-recipient and are determined by the Commonwealth to be ineligible under the terms of the Grant.

2. **Right to Proceed to Recovery.** The Township shall have the right to proceed in any legal manner directly against Sub-recipient for recovery of the amounts reimbursed by the Township to the Commonwealth for ineligible expenses related to the Project, and the Township shall also be entitled to recover from Sub-recipient the full cost of any such proceeding.
3. **Handling of Project-Related Notices from the Commonwealth.** Sub-recipient shall promptly provide the Township with copies of all notices and correspondence received from the Commonwealth which may relate to the Sub-recipient's obligations under the Resolution.
4. **Indemnification.** Sub-recipient shall indemnify the Township and hold the Township harmless from and against all losses, damages and expenses, including, without limitation, interest, penalties, audit expenses, reimbursements, refunds, investigation costs, costs of defense and attorney's fees, and all liabilities of every nature whatsoever associated with, arising from or related to the Project or the Grant.
 - 4.1 It is the express intention of the parties that, as between the Township and Sub-recipient, all responsibility for performing the obligations of Grantee under the Grant in a proper and timely manner shall be borne by Sub-recipient.
 - 4.2 This indemnification is intended to be as broad and inclusive as may be permitted by the laws of the Commonwealth.
 - 4.3 Sub-recipient acknowledges that the Township has enacted the Resolution as an accommodation to Sub-recipient.
 - 4.4 Sub-recipient's obligations under this Agreement shall survive the completion of the Project.
5. **Amendments and Waivers.** This Agreement may not be changed or amended in any manner whatsoever except by written agreement of the Township and Sub-recipient.
6. **Severability.** If any portion of this Agreement is held invalid, it is agreed that the balance, notwithstanding, shall continue in full force and effect.
7. **Enforceability and Assignment.** This Agreement shall be binding upon the parties and their respective successors and assigns.
8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Commonwealth.
9. **Entire Agreement.** This Agreement represents the entire agreement between the Township and Sub-recipient with respect to the subject matter of this Agreement.
10. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and

received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mails, registered or certified, postage prepaid, return receipt requested, addressed as set forth below:

If to Jenkins Township:

Stanley E. Rovinski, Chairman
Joseph A. Sperrazza, Vice Chairman
Robert R. Linskey, Secretary/Treasurer
46½ Main Street, Inkerman, PA 18640

If to Sub-recipient:

Commission on Economic Opportunity
165 Amber Lane
Wilkes-Barre, PA 18703
Attn: Executive Director

Either party may alter the address to which communications or copies are to be sent by giving notice of such changes of address in conformity with the provisions of this paragraph for the giving of notice.

11. Paragraph Headings. The paragraph headings in this Agreement are for the convenience only; they form no part of this Agreement and shall not affect its interpretation.

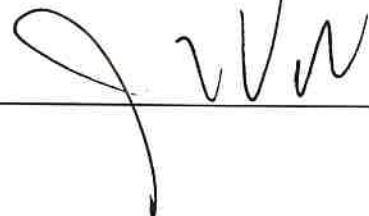
12. Gender and Number. Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural and any other gender, masculine, feminine or neuter, as the context indicates appropriate.

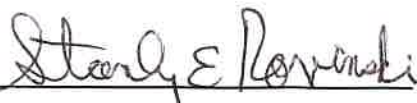
IN WITNESS WHEREOF, and intending to be legally bound hereby, Township and Sub-recipient have duly executed this Agreement the day and year first above written.

ATTEST:



ATTEST:



By: 
Stanley E. Rovinski, Chairman

By: 
Commission on Economic Opportunity