

RESOLUTION NO. 2018-37
RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING A LICENSE AGREEMENT BETWEEN
THE TOWNSHIP OF RADNOR AND THE SKUNK HOLLOW
COMMUNITY GARDEN ASSOCIATION, PROVIDING FOR A
COMMUNITY GARDEN IN SKUNK HOLLOW PARK

WHEREAS, Radnor Township has been requested by the Skunk Hollow Community Garden Association and residents of Radnor Township to authorize the establishment of a community garden, consisting of approximately forty (40) garden plots at Skunk Hollow Park; and

WHEREAS, the Township desires to encourage the utilization of the existing area within Skunk Hollow Park to be accessed by Radnor Township residents through the establishment of a community garden.

NOW, THEREFORE, be it hereby resolved that the Board of Commissioners of Radnor Township does hereby approve the License Agreement attached hereto as *Exhibit "A"* between Radnor Township and the Skunk Hollow Community Garden Association for the establishment of a community garden within Skunk Hollow Park.

SO RESOLVED this 9th day of April, 2018.

RADNOR TOWNSHIP

By: 
Name: Lisa Borowski
Title: President

ATTEST:


Robert A. Zienkowski, Secretary

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this _____ day of _____, 2018, by and between the ***TOWNSHIP OF RADNOR***, a Home Rule municipality, with offices located at 301 Iven Avenue, Wayne, PA 19087 (hereinafter referred to as "***Township***") and the ***SKUNK HOLLOW COMMUNITY GARDEN ASSOCIATION***, a 501 (c) (3) Corporation, having a mailing address of 202 Midland Avenue, Wayne, PA 19087, (hereinafter referred to as "***Garden Association***") for a portion of the Skunk Hollow Park to operate a community garden.

WHEREAS, the Township desires to encourage the utilization of the existing area within Skunk Hollow Park for a community garden; and

WHEREAS, the Township and the Garden Association desire to set forth the terms and conditions of the establishment of such community garden.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Township hereby grants a License to the Garden Association to establish a community garden within the area as set forth on the attached ***Exhibit "A"***, to be divided into approximately forty (40) garden plots.
2. The Garden Association will select the participants to lease the plots and administer the operation of the garden and all funds collected for the operation of the garden. The Garden Association will require every participant to execute a release, indemnification and hold harmless agreement in the form attached hereto as ***Exhibit "B"***.
3. The terms of this License shall commence on April 9, 2018, and shall expire on December 31, 2018. The License will continue on an annual basis from year to year thereafter unless either party gives thirty (30) days written notice to the other on or before December 1st of the applicable year.
4. The community garden shall only be used for community plantings of vegetables, fruits, herbs and flowers, and for the storage of related equipment and/or tools.
5. The Garden Association may charge an annual fee to garden participants in an amount not to exceed Fifty Dollars (\$50.00) and/or it may waive that fee for individual participants provided, however, that the Garden Association shall have the right to charge a one-time initiation fee to offset the costs of required improvements to the community garden. All funds shall be collected and maintained in a separate account, subject to audit by the Township. All participant fees shall be utilized solely for the expenses of establishing and maintaining the community garden, for insurance costs, and for reimbursement to the Township of any electricity used for the garden, provided that the Township agrees not to disconnect the existing electrical service from the Willows Mansion to the farm area.

6. The Township shall include the Garden Association and its activities at Skunk Hollow Community Garden on its comprehensive general policy of liability insurance currently in place for its community park operations. The Garden Association agrees that all members of the Association will be Township residents and will sign the liability waiver as set forth on Exhibit "B".

7. Indemnity.

A. Garden Association shall defend, indemnify and hold harmless Township and its officers, directors, elected or appointed officials, employees, servants and/or agents against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, entity or governmental authority whatsoever arising out of (a) any failure by Garden Association to perform any of the agreements, terms, covenants or conditions of this License on Garden Association's part to be performed, (b) any accident, injury or damage that happens in, about or outside the community garden caused by a willful or negligent act or omission of Garden Association, its agents, servants or employees, or (c) Garden Association's failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any Federal, State, County or municipal governmental authority, or agreement of record affecting the community garden.


B. Township shall defend, indemnify and hold harmless Garden Association against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, entity or governmental authority whatsoever arising out of (a) any failure by Township to perform any of the agreements, terms, covenants or conditions of this License on Township's part to be performed, (b) any accident, injury or damage that happens in, about or outside the community garden caused by the willful or negligent act or omission of Township, its agents, servants or employees, or (c) Township's failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any Federal, State, County or municipal governmental authority, or agreement of record affecting the community garden.

8. Township and Garden Association each represents and warrants to the other that (i) the execution and delivery of this License has been fully authorized by all necessary corporate action, (ii) each person signing this License has the requisite authority to do so and the authority and power to bind the party on whose behalf he/she has signed, and (iii) to the best of its knowledge and belief, this License is valid, binding and legally enforceable in accordance with its terms.


IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

RADNOR TOWNSHIP

ATTEST:



Name: Robert A. Zienkowski
Title: Township Secretary

By:

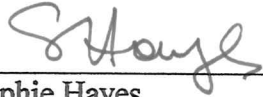

Name: Lisa Borowski
Title: President

**SKUNK HOLLOW COMMUNITY
GARDEN ASSOCIATION**

ATTEST:


Name: Elizabeth Younkins
Title: Immediate Past Chair,
Advisory Board

By:


Name: Sophie Hayes
Title: Chair, Advisory Board