



**West Norriton Township  
Work Session Agenda  
November 8, 2023 @ 7:00 PM**

- 1. Call To Order And Pledge Of Allegiance**
- 2. Presentation Of Proposed 2024 Budgets**
- 3. Discussion/Update On Status**
  - A. PennDOT Multimodal Transportation Fund (MTF) - Traffic Signal Improvements At Intersection Of Forrest Ave. & W. Marshall St.**
- 4. Manager's Items**
  - A. Consider Awarding Owner-Occupied Housing Rehabilitation Program Grant**

A. 33 Penfield Avenue - Roof - \$9,215.00; and

B. 56 Galbraith Avenue - Sidewalk - \$8,300.00

- B. Consider Authorizing Staff To Advertise Ordinance No. 2023-765 Amending Zoning To Create Hookah Bar Use**

Documents:

[ORDINANCE - HOOKAH BARS.PDF](#)

- C. Consider Adopting Resolution #23-1712 Fee Schedule**

Documents:

[RESOLUTION - FEE SCHEDULE 2023.PDF](#)

- D. Consider Adopting Resolution #23-1713 And Approving The Pass-Through Indemnity Agreement And Also The Cooperation And Sub-Grant Agreement**

Office of the Budget notified Pathway School that the Governor of the Commonwealth of Pennsylvania has authorized the release of \$1,000,000.00 in RACP funds for the Pathway School Renovations Project located in West Norriton Township, and has requested Pathway School prepare and submit a formal and complete RACP application to the Office of the Budget.

Documents:

**E. Consider Adopting Resolution #23-1715 (LSA Grant For Amphitheater At Centennial Park)**

The PA Race Horse Development and Gaming Act (Act 2004-71), as amended, provides for the distribution of gaming revenues through the Commonwealth Financing Authority (CFA) to support projects in the public interest within the Commonwealth of Pennsylvania.

Amphitheater and Restrooms at Centennial Park - estimated cost \$700,000.

No match required for grant.

Documents:

[RESOLUTION - AUTHORIZING LOCAL SHARE GRANT - AMPHITHEATRE.PDF](#)

**F. Consider Adopting Resolution #23-1716 (LSA Grant For Dump Truck)**

The PA Race Horse Development and Gaming Act (Act 2004-71), as amended, provides for the distribution of gaming revenues through the Commonwealth Financing Authority (CFA) to support projects in the public interest within the Commonwealth of Pennsylvania.

Dump Truck for Public Work Department - estimated cost \$250,000.

No match required for grant.

Documents:

[RESOLUTION - AUTHORIZING LOCAL SHARE GRANT - DUMP TRUCK.PDF](#)

**5. Commissioner Liaison Committee Reports**

**6. Public Comment**

- a. Recognize individuals that are taxpayers or residents of West Norriton Township wishing to offer comment.
- b. Require the name and address of such persons wishing to comment.
- c. Permit each individual at minimum one (1) opportunity to speak. The President may require an individual who has already spoken to wait until all others wishing to speak have had the opportunity before permitting an additional opportunity to speak. Once all others have had the opportunity to speak, the President shall determine whether time would allow for additional comment from the individual wishing to speak. Such a determination shall be based solely on the factor of time and shall not be based on the content or viewpoint of the particular individual(s) seeking additional opportunity to speak.
- d. Provide for a five (5) minute maximum for each individual to offer public comment. There shall be no ceding or assigning of time. In no case shall a time limit of fewer than two (2) minutes be designated. It may be requested that a spokesperson from a group address the Board of Commissioners.
- e. Preserve order by prohibiting disruptive conduct including, but not limited

to, speaking by any person who is not, at that time, taking part in public comment.

To submit written Public Comment to the Board, please [CLICK HERE](#)

**7. New Business**

**8. Meeting Dates**

- A. Environmental Advisory Council (EAC) - December 6th @ 7:00 PM;
- B. Recreation Committee - November 15th @ 7:00 PM;
- C. Planning Commission (PC) - November 20th @ 7:00 PM;
- D. Arts & Culture Commission - November 15th @ 7:00 PM
- E. Zoning Hearing Board (ZHB) - None
- F. Human Relations Commission (HRC) - TBA

**9. Adjournment**

**[www.westnorritontwp.org](http://www.westnorritontwp.org)**

**WEST NORRITON TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2023-765**

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**AN ORDINANCE AMENDING THE WEST NORRITON TOWNSHIP ZONING  
CODE, CHAPTER 27, TO CREATE THE USE OF A “HOOKAH BAR” AND TO  
PROVIDE FOR DEFINITIONS, PERMITTED USES IN THE B-P, COMMERCIAL,  
LC&I, AND I ZONING DISTRICTS, AND ASSOCIATED TIME AND  
OPERATIONAL REGULATIONS ON SUCH USE**

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**WHEREAS**, the Pennsylvania First Class Township Code and the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, authorizes the Board of Commissioners of West Norriton Township (“Board”) to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care and control of West Norriton Township (“Township”) and the maintenance of peace, good government, health and welfare of the Township and its citizens;

**WHEREAS**, as set forth in more detail in the purpose and findings provisions below, the Board desires to prevent the overconcentration of hookah bars and lounges within the Township and to mitigate the negative impacts associated with such use;

**WHEREAS**, the Board desires to amend its Zoning Code, Chapter 27, as set forth below, to provide for the use of a “Hookah Bar” in certain zoning districts and associated regulations and restrictions on such use;

**WHEREAS**, the Board has met the procedural requirements of the Pennsylvania Municipalities Planning Code, for the adoption of the proposed ordinance, including advertising, submission to the planning commissions, and holding a public hearing; and

**WHEREAS**, the Board, after due consideration of the proposed ordinance at a duly advertised public hearing, has determined that the health, safety and general welfare of the residents and guests of the Township will be served by this amendment of the West Norriton Township Zoning Code.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Commissioners of West Norriton Township, Montgomery County, Pennsylvania, as follows:

**Section I. Code Amendment.** Chapter 27, Zoning, of the West Norriton Township Code, is hereby amended as follows:

**A. Section 27-2001, Definition of Terms, is hereby amended to provide for the following definition:**

**HOOKAH BAR** - Any establishment that is devoted to, marketed as, or designed for, whether as its primary use or as an accessory use, the on-premises use of smoking through a water pipe with a smoke chamber, a bowl, a pipe and a hose, commonly referred to as a "hookah," and also known as narghile, argileh, shisha, hubble-bubble and goza, or any similar device used for on-premises smoking. The term "hookah bar" includes, but is not limited to, establishments variously known as hookah parlors, hookah cafes, and hookah lounges. On-premises cigar smoking is not included in this term.

**B. Part 14, General Regulations, is hereby amended to provide for a new Section 27-1422, entitled "Hookah Bars", to provide as follows:**

**§27-1422. Hookah Bars.**

**A. Purpose and Findings.**

- (1) The use of hookah pipes and other similar devices used in a Hookah Bar and the activities associated with such businesses (including loud music, large numbers of customers congregating for long periods, etc.) have been associated with increases in odors, noise, vapors, second-hand smoke, parking impacts, loitering, and disturbances in the peace. The purpose of this section is to prevent the overconcentration of this use and to mitigate the negative impacts associated with this use.
- (2) Smoking and vaping uses expose minors to dangerous secondhand smoke by-products and increase the potential for minors to associate smoking of hookah pipes with a normative or healthy lifestyle.
- (3) Tobacco smoke, including secondhand smoke, from hookah pipes contributes to indoor air pollution and is a significant health hazard and carcinogen to smokers and nonsmokers alike, including employees and guests of hookah bars.
- (4) The U.S. Centers for Disease Control and Prevention reports that smoking a hookah has many of the same health risks as cigarette smoking; that hookah use by youth is increasing; that the charcoal used to heat hookah tobacco can have negative health risks because it produces high levels of carbon monoxide, metals, and carcinogens; that hookah smokers may absorb more of the toxic substances also found in cigarette smoke than cigarette smokers do; that secondhand smoke from hookahs can be a health risk for nonsmokers; and that new forms of electronic hookah smoking are now on the market and very little information is available on the health risks of electronic tobacco products.

**B. A Hookah Bar, if otherwise permitted by this Chapter, shall only be permitted pursuant to the following regulations and requirements:**

- (1) Distance Requirement. The parcel of land where the Hookah Bar is situated shall be located at least 1,000 feet from parcels containing the following uses:
  - a. A place of worship and assembly;
  - b. A public or private pre-elementary, elementary or secondary school;
  - c. A public library;
  - d. A child-care facility or nursery school;
  - e. A boundary of any residential district;
  - f. A public park;
  - g. A community/recreation center; or
  - h. Another Hookah Bar
- (2) Age Requirement. No persons under 21 years of age shall be permitted within a Hookah Bar and business owners or operators shall require proof of identification to verify the age of customers and visitors.
- (3) Parking Standards. Parking shall be provided under the standards established for a “Restaurant, Cafe, Tea Room, Barroom or other Similar Establishment”, as set forth under Section 27-1410.F, as may be amended.
- (4) Hours of Operation. Operating hours shall be limited from 8:00 a.m. to 12:00 a.m.
- (5) Indoor Operation Only. All business-related activity, including smoking, shall be conducted entirely within a building. Outdoor seating, operating outdoor barbecues or braziers, and/or lighting coals or fires outdoors shall not be permitted.
- (6) Alcoholic beverages shall not be permitted to be brought onto the premises for on-premises consumption by customers or visitors. The sale and service of alcohol by the Hookah Bar shall comply with all federal, commonwealth, and local laws.
- (7) Visibility and Illumination. No window coverings or signage shall prevent visibility of the interior of the establishment from the outside during operating hours. The interior of the establishment shall have lighting adequate to make the conduct of patrons within the establishment readily discernible to people of normal visual capabilities.
- (8) Ventilation. Adequate ventilation must be provided in accordance with all standards imposed by the Township building official and fire department, and those establishments by federal, commonwealth and local laws. The requirements imposed by the building official, or fire department may be more comprehensive than current building codes to prevent negative health and nuisance impacts on neighboring properties, including a requirement for a separate system to prevent smoke and vapors from migrating to adjoining suites or buildings. The ventilation shall, at a minimum, prevent smoke and vapors from migrating into adjacent buildings and/or suites and to outdoor public areas. A mechanical exhaust hood system shall be required if an establishment heats coal indoors.

(9) Noise. Any amplified noise shall be subject to the regulations established in the West Norriton Township Code.

**C. Section 27-710, Use Regulations, in the B-P Business and Professional Districts is amended to provide for a new subsection 7 which provides:**

7. Hookah Bars shall be permitted, provided that the requirements of §27-1422.B are met.

**D. Section 27-801, Use Regulations, in the Commercial Districts is amended to provide for a new subsection 16 which provides:**

16. Hookah Bars shall be permitted, provided that the requirements of §27-1422.B are met.

**E. Section 27-1001, Use Regulations, in the LC & I Limited Commercial and Industrial Districts is amended to provide for a new subsection S which provides:**

S. Hookah Bars shall be permitted, provided that the requirements of §27-1422.B are met.

**F. Section 27-1101, Use regulations, in the Industrial Districts is amended to provide for a new subsection H which provides:**

H. Hookah Bars shall be permitted, provided that the requirements of §27-1422.B are met.

**Section II. Repealer.** In addition to the above, all other ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed. Further, it is understood and intended that all other sections, parts, provisions, and ordinances that are not otherwise specifically in conflict with or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

**Section III. Severability.** If any section, sentence, clause, phrase, or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

**Section IV. Effective Date.** This Ordinance shall take effect immediately upon its legal enactment.

**Section V. Failure to Enforce Not a Waiver.** The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

**Section VI. Enactment.** The Board of Commissioners of West Norriton Township, in the County of Montgomery, Commonwealth of Pennsylvania does hereby approve and ordain and this Ordinance for the Township of West Norriton, this \_\_\_\_\_ day of December, 2023.

**ATTEST:**

**WEST NORRITON TOWNSHIP  
BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Jason Bobst, Township Secretary

By: \_\_\_\_\_  
Peter D. Smock, President



**TOWNSHIP OF WEST NORRITON  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION # 23-1712**

**A RESOLUTION ESTABLISHING FEES FOR THE FILING OF  
APPLICATIONS, PERMITS AND LICENSES FOR THE  
TOWNSHIP OF WEST NORRITON**

**CHAPTER 4 – BUILDINGS**

Building Code (Ch. 4)

\* Building permit fees:

Cost:

\$ 0.00 to \$2,000.00

\$ 50.00

Each additional \$1,000.00 or part thereof

\$ 25.00

**Residential Building Permits**

Retaining walls	\$3 per linear feet, \$100 minimum
Footings and foundation only	\$1 per linear foot, \$50 minimum
Demolition	\$0.10 per SF, \$50 minimum
Sheds = 100 sq. ft. or less	\$45.00
Sheds = 101 - 250 sq. ft.	\$85.00
Fences	\$35.00 + \$0.25 per lineal foot
Installation of swimming pools, spas or hot tubs	\$50 + \$25 for ea. \$1,000 of est. cost

**Commercial Building Permits**

Footings and foundation only	\$2 per linear foot, \$50 minimum
Retaining walls	\$3 per linear foot, \$150 minimum
Demolition ( <b>interior only</b> )	\$0.10 per SF, \$100 minimum
Demolition	\$0.25 per SF, \$100 minimum
Installation of swimming pools, spas or hot tubs	\$250 + \$20 for ea. \$1,000 of est. cost
Installation of cell tower/ antenna structure (including ground equipment)	\$800
Alteration to cell tower/ antenna structure (including ground equipment)	\$400
Signs ( <b>new or replacement</b> )	\$100 per Sign
Construction / Sales Trailer	\$160

**Residential Plumbing Permits**

Traps or fixtures installed or replaced	\$25
Sewer ejector pump	\$125
Water service or sanitary sewer lateral new installation	\$100 for each \$100' Feet of Lateral
Water service or sanitary sewer lateral repair or replacement	\$100
Water heater, new or replacement	\$100

### **Commercial Plumbing Permits**

Traps or fixtures installed or replaced	\$40
New water heater or replacement	\$100
Sewer ejector pump	\$200
Grease traps, grease interceptors and separators	\$100
Water or sanitary sewer lateral new installation	\$150 for each 100' Feet of Lateral
Water or sanitary sewer lateral repair or replacement	\$100
Connection to municipal stormwater collection system	\$100

### **Residential Mechanical Permits**

New heating, air conditioning or refrigeration system	\$150
Replace or alter heating, air conditioning or refrigeration system	\$100
Alteration to existing duct work	\$75
Construct or alter masonry fireplace or chimney	\$100
Chimney relining	\$75
Install factory-built fireplace	\$100
Gas piping installation or alteration	\$100
Gas piping repair or replacement	\$50

### **Commercial Mechanical Permits**

New heating, air conditioning or refrigeration system	\$40 per ton or 100,000 BTU's
Replace or alter heating, air conditioning or refrigeration system	\$20 per ton or 100,000 BTU's
Alteration to existing duct work	\$300
Construct or repair masonry fireplace or chimney	\$150
Chimney relining	\$100
Install factory-built fireplace	\$100
Gas piping installation or alteration	\$150
Gas piping repair or replacement	\$100
Install Type I hood / duct	\$300
Install Type II hood/ duct	\$150

### **Electrical Permits**

Estimated cost of electrical work from \$0 to <\$50,000	\$100 plus 3% of est. cost
Estimated cost of electrical work from \$50,000 to <\$250,000	\$250 plus 2.5% of est. cost
Estimated cost of electrical work from \$250,000 to <\$1,000,000	\$1,250 plus 2% of est. cost
Estimated cost of electrical work \$1,000,000 or more	\$5,500 plus 1.5% of est. cost
Electrical Plan Revision – Commercial	\$100
Electrical Plan Revision – Residential	\$50

### **Revisions**

Plan Revision – Commercial (Non-Electric)	\$100
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Plan Revision – Residential (Non-Electric) \$50

**Fire Code Operational & Construction Permits**

Install new NFPA 13-D fire sprinkler system	\$200
Alter NFPA 13-D fire sprinkler system	\$75
Install new NFPA 13-R fire sprinkler system	\$200 + \$25 per \$1,000 of est. cost
Alter NFPA 13-R fire sprinkler system	\$100 + \$25 per \$1,000 of est. cost
Install new NFPA 13 fire sprinkler system	\$200 + \$25 per \$1,000 of est. cost
Alter NFPA 13 fire sprinkler system	\$100 + \$25 per \$1,000 of est. cost
Install kitchen hood fire-extinguishing system	\$250
Alter kitchen hood fire-extinguishing system	\$150
Install other automatic fire-extinguishing system	\$400
Alter other automatic fire-extinguishing system	\$200
Install stationary storage battery system > 50 gallons	\$200
Install, repair or modify compressed gas storage system	\$250
Install or modify cryogenic storage system	\$250
Install new fire alarm and detection system	\$100 + \$25 per \$1,000 of est. cost
Modify fire alarm and detection system	\$75 + \$25 per \$1,000 of est. cost
Install or modify fire pump and related equipment	\$250 + \$25 per \$1,000 of est. cost
Install, remove or abandon flamm. or comb. liquid AST or UST	\$100 per 1,000 gal of cap; <b>Max:</b> \$500
Install, construct or alter fuel dispenser	\$150 per dispenser
Other flammable and combustible liquids	\$200
Install, repair or modify hazardous materials storage system	\$250
Install industrial oven	\$250
Install or modify an LP-gas system	\$100
Install or modify private fire hydrant	\$150
Install or modify spray room, dip tank or booth	\$150
Install or modify standpipe system	\$250 + \$25 per \$1,000 of est. cost
Install temporary membrane structure or tent	\$100

**Plan Review and Inspections**

Building plan review	\$0.10 per SF, \$50 minimum
Energy plan review	\$0.05 per SF, \$50 minimum
Plumbing plan review	\$0.05 per SF, \$50 minimum
Mechanical plan review	\$0.05 per SF, \$50 minimum
Accessibility plan review	\$0.05 per SF, \$50 minimum
Fire plan review	\$0.05 per SF, \$50 minimum
Third residential inspection following two failed inspections	\$50

Third non-residential inspection following two failed inspections	\$100
Permit Extension (per request)	50% of original permit fee; \$125 minimum
Penalty / Fee for Cancellation upon arrival (At the Discretion of the BCO)	\$100
Penalty / Fee for Failing to Obtain Permits (At the Discretion of the BCO)	2x normal permit fee

Commercial Use and Occupancy Permit

Low Hazard Occupancy (Business Office, Mercantile/Store)

1 – 2,000 sq. ft.	\$ 110.00
2,001 – 5,000 sq. ft.	\$ 160.00
5,001 – 10,000 sq. ft.	\$ 210.00
10,001 – 100,000 sq. ft.	\$ 260.00
100,001 sq ft. or greater	\$ 310.00

Moderate/High Hazard (Restaurant/Bar, Church/School, Institutional, Industrial/Factory, Service Station/Repair Garage, Storage, Hotel/Motel/Apartment w/ 3 or more dwelling units)

1 – 2,000 sq. ft.	\$ 200.00
2,001 – 5,000 sq. ft.	\$ 250.00
5,001 – 10,000 sq. ft.	\$ 300.00
10,001 – 100,000 sq. ft.	\$ 400.00
100,001 sq ft. or greater	\$ 500.00

**\* Per Act 45 a \$4.50 PA Surcharge will be added to all building permits.**

**\* In addition, a \$60.00 Administration fee will be added to all building/construction permits**

**Fees shall be paid at the time the permit is issued and picked up. Applicants are required to provide a contract or other documentation to verify estimated project costs.**

Rental license fees: (Ch. 4, Part 4, §401)

Buildings containing less than 4 rental units (Per unit / per year)	\$ 75.00
Buildings containing 4 or more rental units First three units (per unit / per year)	\$ 75.00 +
Per each additional unit / per year	\$ 25.00

**\*\*SEE WEST NORRITON TOWNSHIP CODE, CHAPTER 11, PART 2, §215 RE: FINES/PENALTIES FOR VIOLATION OF RENTAL PROVISIONS\*\***

Commercial Contractor's License annually	\$ 80.00
Residential Resale Certificate (includes 2 inspections)	\$ 150.00

**\*\* INSPECTION FEES WILL BE DOUBLED FOR ALL U&O INSPECTIONS REQUESTED WITHIN TWO (2) WEEKS OF SETTLEMENT\*\***

Additional fee (per each additional inspection over 2)	
Residential	\$ 75.00
Commercial	\$ 100.00
Use registration permit (Ch.4, §151)	
First copy	Free
Additional charge (each copy)	\$ 5.50

Certified statements for inspection: (Ch. 5, §404)	
For each certified statement or report where no inspection is necessary or required the fee is	\$ 15.00
For each certified statement or report where an inspection is necessary or required the fee is	\$ 35.00

#### **CHAPTER 10 – SAFETY**

Abandoned Personal Property: (Ch. 10, §405)	
Redemption fee for impounded materials not less than and plus, an additional \$ 5.00 per day	\$ 15.00

Property Abatement:	
Labor per man per hour	\$ 30.00
Small equipment per hour (each)	\$ 20.00
Trucks/large equipment per hour (each)	\$ 75.00
Dumping fee per ton	\$ 100.00

#### **CHAPTER 13 – LICENSES, PERMITS AND GENERAL BUSINESS REGULATIONS**

Professional Services:	
Solicitor – Sean Kilkenny, Esquire (per hour)	\$ 175.00 or Actual Cost
Consulting Engineer – Gilmore & Assoc. (per hour)	\$ 150.00 or Actual Cost
Traffic Engineer – Remington, Vernick (per hour)	\$ 155.00 or Actual Cost
Sanitary Sewer Engineer – Gilmore & Assoc. (per hour)	\$ 135.00 or Actual Cost
Plan Review/Inspection – United Inspection Agency	\$ 100.00 ea.

Contests, Entertainments and Special Events: (13, §508)	
License fee [Res. 1316]	\$ 75.00

Burglar False Alarms: (Ch. 13, §202, 204, 217)	
Alarm system permits	\$ 50.00
License fee (annually)	\$ 50.00
First false alarm per calendar year	Free
Second and third false alarm per calendar year (each)	\$ 25.00
Fourth false alarm per calendar year (each)	\$ 50.00
Fifth and Subsequent false alarms per calendar year (each)	\$ 100.00

Fire False Alarms: (Ch. 13, §229)	
Third false alarm – Residential	\$ 100.00
Third false alarm – Commercial	\$ 200.00
Fourth false alarm – Residential	\$ 150.00
Fourth false alarm – Commercial	\$ 300.00
Fifth false alarm – Residential	\$ 200.00
Fifth false alarm – Commercial	\$ 400.00
Sixth and above false alarms – Residential	\$ 300.00
Sixth and above false alarms – Residential	\$ 500.00

Yard Sales: (Ch. 13, §702)	
License each occurrence	\$ 10.00
Age 65+ garage sale licenses each occurrence (Medicare Card only proof of age accepted)	\$ 5.00

Escrow (refundable when yard sale signs are removed)	\$ 25.00
Peddlers, Solicitors and Transient Vendors: (Ch. 13, §306, 311)	
License fee [Res. 1316]	\$ 115.00
Additional license fee per agent or employee [Res. 1316]	\$ 35.00
Mechanical Vending and Dispensing Devices: (Ch 13, §403)	
For amusement, for one to three machines located upon the same premises (per each)	\$ 225.00
For amusement, each machine over three located upon the same premises (per each)	\$ 425.00
For service machine (per each)	\$ 50.00
For merchandise machine (per each)	\$ 125.00
Refuse Containment:	
Leaf Bags (per each)	\$ .75
Recycle Bins (per each)	\$ 15.00
Administrative Charges:	
Fee for credit card payments	2% of total
Minimum \$2.50	
Fee for returned checks	\$ 25.00

## CHAPTER 15 – MOTOR VEHICLES AND TRAFFIC

### Part 4 – General Parking Regulations

Penalties (Ch. 4, §409):	
No Parking Permitted	\$ 15.00
No Parking on Sidewalk	\$ 15.00
No Parking - Traffic Lanes	\$ 15.00
Within 25 ft. of intersection	\$ 15.00
Within 15 ft of fire hydrant	\$ 15.00
No Parking – Fire Zone	\$ 15.00
Obstructing Driveway	\$ 15.00
Parking Against Traffic Movement	\$ 15.00
No Angle Parking	\$ 15.00
No Parking - Handicapped only	\$ 15.00
No Parking – Snow Removal	\$ 15.00

## CHAPTER 16 – PARKS AND RECREATION

Park Rental:	
Permit fee for rental of park facilities/ballfields/sports courts	\$ 35.00/hr.
Pavilion Rental Fee	\$ 75.00

## CHAPTER 18 – SEWERS AND SEWAGE DISPOSAL

Sewer construction fees (non- assessable properties) per front foot (Ch. 18, §402)	\$ 10.00
Connection fees:	
Application Fee	\$ 100.00
Review/Inspection Fee	\$ 500.00
Tapping Fee-Residential/per EDU (Equivalent Dwelling Unit)	\$ 2,739.56
Tapping Fee-Commercial/per EDU (Equivalent Dwelling Unit)	\$ 2,739.56

Sewer Rental Rates: (billed quarterly)	
Residential Single Family – Served by Public Water:	
Flat fee for water usage up to 3,000 gallons	\$ 42.00
Each additional 1,000 gallons of water usage	\$ 7.51
Residential Single Family – Not Served by Public Water	\$ 107.00
Residential Multi-unit buildings containing 3 or fewer units:	
Flat fee for water usage up to 3,000 gallons	\$ 82.00
Each additional 1,000 gallons of water usage	\$ 7.51
Residential Multi-unit buildings containing 4 or more units:	
Flat fee per unit	\$ 20.00
Each 1,000 gallons of water usage	\$ 7.51
Commercial:	
Flat fee for water usage up to 3,000 gallons	\$ 87.00
Each additional 1,000 gallons of water usage	\$ 7.51
Sewer Certification Fee	\$ 30.00

**\*\* PENALTY IS ASSESSED AT 10% ON THE CURRENT SEWER RENTAL CHARGE 30 DAYS AFTER THE BILL DATE. INTEREST IS ASSESSED AT 10% ANNUALLY FOR EACH MONTH THE ACCOUNT REMAINS DELINQUENT. IF ANY QUARTERLY INSTALLMENT FOR SEWER CHARGE IS UNPAID, SEWER CHARGES (TOGETHER WITH THE PENALTY THEREON) SHALL BE A LIEN ON THE PROPERTY SERVED AND MAY BE COLLECTED BY LEGAL PROCESS AS AND TO THE EXTENT PROVIDED BY LAW, IN ADDITION THE TOWNSHIP MAY REQUIRE ANY WATER UTILITY TO SHUT OFF THE WATER SUPPLY UNTIL THE UNPAID CHARGES, PENALTY, INTEREST, AND COST ARE PAID. \*\***

#### **CHAPTER 21 – STREETS AND SIDEWALKS**

Driveway permits fees – Residential:	
Standard overlay or repair of existing driveway	\$ 50.00
New or expanded driveway (includes engineering review)	\$ 250.00 or Actual Cost
Parking Lot permit fees – Commercial:	2% of Total Cost
Sidewalk/Curbs permit fees	
Replacement or Repair	\$ 45.00 + \$ 2.00 per lin. ft.
Opening Streets: (Ch. 21, §403)	
For first 500 ft. of an opening	\$ 125.00
For each additional 100 ft. of opening	\$ 25.00
Utility companies (annual fee)	\$ 400.00
Inspection fee, for each opening	\$ 25.00
Improvements and Openings: (Ch. 21, §508)	
Fee for application for permit	\$ 125.00
Inspection fee (per day)	\$ 25.00
Required Street Permit and Bond: (Ch. 21, §601)	
Permit fee (bond required)	\$ 125.00
Permit fee (no bond required)	\$ 125.00

#### **CHAPTER 22 - SUBDIVISION AND LAND DEVELOPMENT**

Subdivision fees	\$ 1,350.00 +
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Additional subdivision fees (per lot)	\$ 50.00
Earth Disturbance	\$ 500.00
Traffic Impact Fee	
\$733.44 x number of per peak hour trips	See Formula
See Chapter 22, Section 1011 of Code of Ordinances	
Review by Planning Commission	\$ 250.00
Escrow required for professional services review (To be replenished as needed)	\$ 5,000.00
Park and Recreational Facilities	
Fee in lieu of dedication of land - Fair Market Value	See Formula
See Chapter 22, Section 1103 of Code of Ordinances	

## CHAPTER 27 - ZONING

### Signs:

Permanent signs	
Free standing signs per year	\$ 40.00
Wall signs each per year	\$ 40.00
Roof signs each per year	\$ 40.00
Electric window signs each per year	\$ 40.00
Temporary signs	
A-frame signs per month	\$ 100.00
Portable signs per month	\$ 100.00

### Zoning hearing board hearings:

Residential	\$ 700.00
Commercial, industrial, institutional	\$ 1,000.00

### Zoning change hearings:

Hearing before Board of Commissioners	\$ 500.00
Review by Planning Commission	\$ 100.00

### Applications for conditional use:

Application fee	\$ 1,000.00
Reimbursement for Court Reporter fees and cost of transcript of proceedings	Actual Cost
Escrow for Court Reporter fees and cost of transcript, against which actual cost will be credited	\$ 750.00

Use Permit	\$ 25.00
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## MISCELLANEOUS

Accident Reports	\$ 15.00
Incident Reports	\$ 10.00
Reports for Senior Citizens	\$ 5.00



**ADOPTED** by the Board of Commissioners of West Norriton Township this 14<sup>th</sup> day of November, 2023.

**Board of Commissioners  
West Norriton Township**

Attest: \_\_\_\_\_  
Jason Bobst, Secretary

By: \_\_\_\_\_  
Peter D. Smock, President

**WEST NORRITON TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF WEST NORRITON TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING TO THE COMMONWEALTH FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (“RACP”) GRANT IN THE AMOUNT OF [AMOUNT] FOR THE [PROJECT NAME] PROJECT**

**WHEREAS**, the Office of the Budget notified Pathway School that the Governor of the Commonwealth of Pennsylvania has authorized the release of \$1,000,000.00 in RACP funds (the “Grant”) for the Pathway School Renovations Project (the “Project”) located in West Norriton Township, Montgomery County, Pennsylvania, and has requested Pathway School 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 Pathway School. have agreed to enter into a Cooperation Agreement attached hereto and incorporated herein as Exhibit “A”.

**NOW, THEREFORE**, be it, and it is hereby **RESOLVED** by the Board of Commissioners of West Norriton Township, and it is hereby **ADOPTED** and **RESOLVED** by authority of same that:

**SECTION 1.** The Township supports the RACP Grant to Pathway School in the amount of \$1,000,000.00 to be used for the acquisition, construction, rehabilitation, infrastructure, demolition, site preparation, environmental remediation and other related costs for a cultural or historic project.

**SECTION 2.** The Township agrees to serve as the public applicant for the Grant; and

**SECTION 3.** The Cooperation Agreement attached hereto as Exhibit “A” is hereby approved for execution by the Borough, subject to final approval by the Township Solicitor and the execution of the Pass-Through Indemnity Agreement by Pathway School; and

**SECTION 4.** The Pass-Through Indemnity Agreement attached hereto as Exhibit “B” is hereby approved for execution by the Township, subject to final approval by the Township Solicitor.

**BE IT FURTHER RESOLVED** that the Township Manager and/or the President of the Board of Commissioners are hereby authorized to execute and deliver all other documents on behalf of the Township as may be necessary to carry out the purpose and intent of the Cooperation

Agreement, the Pass-Through Agreement and this Resolution including such ancillary documents required by the RCAP guidelines.

**ADOPTED** and **RESOLVED** this \_\_\_\_ day of May, 2023.

**ATTEST:**

**WEST NORRITON TOWNSHIP**

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Jason Bobst, Manager

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Peter Smock, President

**Exhibit “A”**  
**Cooperation Agreement**

**Exhibit “B”**  
**Pass-Through Agreement**

## PASS-THROUGH AND INDEMNITY AGREEMENT

**THIS PASS-THROUGH AND INDEMNITY AGREEMENT** (“**Agreement**”), is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between THE PATHWAY SCHOOL (hereinafter “**PATHWAY SCHOOL**” or “**SUB-GRANTEE**”) and WEST NORRITON TOWNSHIP (hereinafter the “**TOWNSHIP**” or “**HOST-MUNICIPALITY**”) and

**WHEREAS**, PATHWAY SCHOOL is a private school providing leading-edge special education and therapeutic support to students with special needs between the ages of five (5) and twenty-one (21); and

**WHEREAS**, PATHWAY SCHOOL submitted an application to the Commonwealth’s Office of the Budget for the award of a grant through the Commonwealth’s Redevelopment Assistance Capital Program (“**RACP**” or “**Program**”) for acquisition, construction, rehabilitation, infrastructure, demolition, site preparation, environmental remediation and other related costs for a cultural or historic project (hereafter referred to as the “**Project**”); and

**WHEREAS**, the Commonwealth of Pennsylvania requires that the TOWNSHIP, as the host-municipality, agree to be obligated to reimburse the Montgomery County Redevelopment Authority and/or the Commonwealth for any disbursements to PATHWAY SCHOOL from the RACP Grant that may later be determined to have been made for ineligible items; and

**WHEREAS**, the TOWNSHIP has agreed to undertake this obligation by entering into a Cooperation Agreement (the “**Cooperation Agreement**”) with PATHWAY SCHOOL and the Montgomery County Redevelopment Authority under which the TOWNSHIP has agreed at to reimburse the Commonwealth as required; and

**WHEREAS**, as a condition of agreeing to execute the Cooperation Agreement, the TOWNSHIP has requested that PATHWAY SCHOOL enter into this Pass Through and Indemnity Agreement to ensure that the TOWNSHIP will not suffer any economic loss as a result of its commitments under the Cooperation Agreement or as a result of the Project.

**NOW THEREFORE**, in consideration of the foregoing and in consideration of the fact that the parties intend to be legally bound hereby, it is covenanted and agreed as follows:

1. Incorporation of Recitals. The Parties agree that the recitals set forth above shall be incorporated herein.
2. Reporting Requirements. On or about the 20<sup>th</sup> day of each calendar month following the date that PATHWAY SCHOOL makes expenditures utilizing monies from the Grant, PATHWAY SCHOOL shall forward to the TOWNSHIP a report detailing the nature and

extent of each of the expenditures made from the Grant. Such obligation shall continue until the expenditures of all of the funds represented by the Grant has occurred.

2. PATHWAY SCHOOL Agreement. Notwithstanding the obligation of the TOWNSHIP pursuant to the terms of the Cooperation Agreement, PATHWAY SCHOOL agrees that it shall bear any economic loss resulting from the TOWNSHIP's obligations the Cooperation Agreement or as may occur as a result of RACP program requirements and PATHWAY SCHOOL shall further ensure that the TOWNSHIP does not suffer any such economic loss relating to the Project. In this regard, in the event that the TOWNSHIP receives notice from the Commonwealth or the Montgomery County Redevelopment Authority that an inappropriate expenditure has been made from the Grant, and that either intends to exercise its right to seek reimbursement from the TOWNSHIP as a result thereof, then PATHWAY SCHOOL shall, on or before the close of the third (3<sup>rd</sup>) business day following receipt by PATHWAY SCHOOL of written notice to do so, tender any such amount to the TOWNSHIP. Upon receipt of such amount, the TOWNSHIP shall place the same into an account segregated from other TOWNSHIP funds and shall thereafter make the requested payment to the Commonwealth or the Montgomery County Redevelopment Authority within the time required under the original notice.

3. Resolution of Disputes – In the event that PATHWAY SCHOOL disputes any allegation by the Commonwealth or by the Montgomery County Redevelopment Authority that expenditures from the Grant have been inappropriate and for which the TOWNSHIP has made payment pursuant to the provisions of the previous paragraph, then the Resolution of such dispute shall be a matter between PATHWAY SCHOOL and the Commonwealth or between PATHWAY SCHOOL and the Montgomery County Redevelopment Authority, to the exclusion of the TOWNSHIP. In this regard, notwithstanding any payments that are made, TOWNSHIP shall reserve unto itself any and all rights to contest any payments made and shall retain any and all rights to attempt to recoup any funds returned to the Commonwealth pursuant to the provisions of this Agreement. hereby waives and releases any claims and/or causes of action it may have against the TOWNSHIP arising from any payments made by the TOWNSHIP to the Commonwealth or to the Montgomery County Redevelopment Authority under the provisions of the aforesaid Cooperation Agreement, regardless of whether such payments are contested or uncontested by PATHWAY SCHOOL.

4. Hold Harmless.

A. PATHWAY SCHOOL shall hold harmless, indemnify and defend the TOWNSHIP upon any and all claims and/or causes of action, of whatsoever nature or kind, arising from PATHWAY SCHOOL'S failure to perform its obligations under this "Pass Through and Indemnity Agreement", and/or arising from the failure to perform its obligations under the aforesaid "Cooperation Agreement," and/or arising from or out of the TOWNSHIP reimbursement obligations to the Commonwealth or to the Montgomery County Redevelopment Authority under the "Cooperation Agreement"; provided, however, that this provision shall not apply where PATHWAY SCHOOL has made

prompt payment of funds under this Agreement and the failure to transmit those funds to the Commonwealth or to the Montgomery County Redevelopment Authority was solely the result of actions of the TOWNSHIP.

B. PATHWAY SCHOOL further agrees to protect, indemnify, defend and hold harmless the TOWNSHIP and all of their elected and appointed officials, officers, agents and employees from and against any and all claims, demands, damages, liabilities, costs and expenses (including reasonable attorney fees) for any disputes whatsoever arising out of the Project or RACP Grant, including, but not limited to, any negligence claims and/or contractual or related claims arising out of disputes between the PATHWAY SCHOOL and the general contractor, or between any contractor and any subcontractor, materialman or person, firm or supplier, furnishing work, supplies or services in connection with the Project, or between the PATHWAY SCHOOL or any other contractor or any subcontractor and any municipal or public authority, or between the PATHWAY SCHOOL and any broker pertaining to this transaction and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity which may be damaged or injured by the PATHWAY SCHOOL or any agent, employee or independent contractor of PATHWAY SCHOOL.

C. PATHWAY SCHOOL understands and acknowledges that, as a condition of the Cooperation Agreement and as a further requirement under this Agreement, PATHWAY SCHOOL shall obtain liability insurance policies that shall include the TOWNSHIP as additional insured, proof of which shall be provided to the TOWNSHIP upon request, and which shall protect the TOWNSHIP and their elected officials, agents, employees or assigns, from claims of bodily injury and/or property damage arising out of any activities performed by PATHWAY SCHOOL and its employees, agents or assigns, including any claims brought by 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. Such insurance policies shall not include any provision limiting then existing sovereign immunity of the TOWNSHIP and/or its employees, agents and assigns. Upon request, PATHWAY SCHOOL shall furnish proof of insurance as required by this paragraph. The provisions of this paragraph shall survive the termination of this Agreement. PATHWAY SCHOOL shall also provide workmen's compensation insurance, where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees or any other contractor or subcontractor associated with the Project.

5. Breach. In the event PATHWAY SCHOOL fails to perform or is otherwise in breach of this Agreement, the TOWNSHIP may immediately take any action, and/or pursue any remedy, at law or in equity, to enforce the terms of this Agreement and/or to collect all sums due and owing hereunder. In the event such action is filed, PATHWAY SCHOOL agrees to pay and/or reimburse the TOWNSHIP for all costs, expenses and attorneys' fees incurred in such litigation.



**6. CONFESSION OF JUDGMENT. THE UNDERSIGNED, AS OFFICER, DIRECTOR AND/OR AUTHORIZED AGENT FOR PATHWAY SCHOOL, DOES/DO HEREBY AUTHORIZE AND EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OF RECORD OF PENNSYLVANIA OR ELSEWHERE AT ANY TIME TO APPEAR AND TO ENTER JUDGMENT AGAINST PATHWAY SCHOOL FOR SUCH SUMS AS MAY BE PAYABLE HEREUNDER, WITH OR WITHOUT DECLARATION FILED, WITH OR WITHOUT DEFAULT, WITH COSTS OF SUIT AND WITH FIVE (5) PERCENT ADDED AS ATTORNEYS' FEES, WITH RELEASES OF ERRORS WITH OR WITHOUT STAY OF EXECUTION AND THE UNDERSIGNED HEREBY WAIVES AND RELEASES ALL RELIEF FROM STAY OR EXEMPTION LAWS OF ANY STATE OR OF THE UNITED STATES OR AMERICA NOW IN FORCE OR WHICH HEREAFTER MAY BE PASSED, AND HEREBY AGREES THAT NO RULE TO OPEN OR STRIKE OFF THE SAID JUDGMENT AND NO WRIT OF APPEAL OF ERROR OR EXCEPTION THERETO SHALL BE MADE OR TAKEN. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER TO CONFESS JUDGMENT SHALL CONTINUE UNDIMINISHED UNTIL THE AMOUNTS PAYABLE HEREUNDER ARE PAID. THE MAKER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE JURISDICTION OF THE MONTGOMERY COUNTY COURT OF COMMON PLEAS AND THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA. THE UNDERSIGNED FURTHER AGREES AND ACKNOWLEDGES THAT THIS AGREEMENT RELATES TO A NON-CONSUMER TRANSACTION.**

**BY: \_\_\_\_\_**  
**NAME:**  
**TITLE:**

7. Notices. Notice received from the Commonwealth by either PATHWAY SCHOOL or the TOWNSHIP regarding PATHWAY SCHOOL'S failure to comply with the disbursement provisions of the RACP Grant which could give rise to the TOWNSHIP's reimbursement obligations to the Commonwealth, shall be communicated by each party to the other within three (3) business days of the receipt of same. The following are the designated agents of the parties hereto for purposes of service of all documents and notices referenced in this Agreement; provided that either party may change the designated agent in writing at any time from and after the date hereof:

**For the TOWNSHIP:**

Jason Bobst, Township Manager  
West Norriton Township  
1630 W. Marshall Street  
West Norriton, PA 19403

**For PATHWAY SCHOOL:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and when each party shall have executed one counterpart and delivered it to the other parties, all the counterparts together shall constitute one and the same instrument, binding on, and enforceable against, each party. Photocopies, facsimile transmissions, other productions of this Agreement (with reproduced signatures) shall be deemed to be original counterparts.

9. Miscellaneous. The Parties further agree and acknowledge that: (a) each person signing this Agreement represents and warrants that he or she duly authorized and has legal capacity to execute and deliver this Agreement; and (b) each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms; and (c) this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania with both Parties expressly consenting that the exclusive venue for the resolution of any dispute relating to this Agreement shall be in the Pennsylvania Montgomery County Court of Common Pleas.

***[THIS SPACE WAS INTENTIONAL LEFT BLANK]***

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties hereto have caused this Pass Through and Indemnity Agreement to be duly signed and executed as of the day and year first above written.

*Attest:*

**WEST NORRITON TOWNSHIP**

\_\_\_\_\_  
Jason Bobst, Township Manager

By: \_\_\_\_\_  
Peter Smock, President

*ATTEST:*

**PATHWAY SCHOOL**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**COOPERATION AND SUBGRANT AGREEMENT BETWEEN  
THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY  
AND PATHWAY SCHOOL AND WEST NORRITON TOWNSHIP**

**THIS COOPERATION AND SUBGRANT AGREEMENT (“Agreement”)**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY (hereinafter the “AUTHORITY”) and THE PATHWAY SCHOOL (hereinafter “PATHWAY SCHOOL” or “SUB-GRANTEE”) and WEST NORRITON TOWNSHIP (hereinafter the “TOWNSHIP” or “HOST-MUNICIPALITY”) and

**WHEREAS**, the AUTHORITY is an independent agency created by the County of Montgomery (the “County”) existing to carry out the public purposes of the Pennsylvania Urban Redevelopment Law, Act of Assembly of May 24, 1945, P.L. 991, 35 P.S. Section 1701 et seq., as amended; and the AUTHORITY was established for the purpose, among other things, of encouraging the provisions of economic revitalization and decent living environments for persons of the Commonwealth of Pennsylvania (the “Commonwealth”); and

**WHEREAS**, PATHWAY SCHOOL is a private school providing leading-edge special education and therapeutic support to students with special needs between the ages of five (5) and twenty-one (21); and

**WHEREAS**, the TOWNSHIP is a municipal corporation located in Montgomery County and is the host municipality for the Pathway School Renovations Project; and

**WHEREAS**, PATHWAY SCHOOL submitted an application, attached hereto and incorporated herein as Exhibit “A,” to the Commonwealth’s Office of the Budget for the award of a grant through the Commonwealth’s Redevelopment Assistance Capital Program (“RACP” or “Program”) seeking funds for acquisition, construction, rehabilitation, infrastructure, demolition, site preparation, environmental remediation and other related costs for a cultural or historic project (hereafter referred to as the “Project”); and

**WHEREAS**, the AUTHORITY has entered into a contract (the “OB Agreement”), attached hereto and incorporated herein as Exhibit “B,” with the Commonwealth setting forth the terms, requirements and obligations and conditions in connection with the use of any Grant funds awarded to the AUTHORITY by the Commonwealth under the Program; and

**WHEREAS**, in accordance with the Program requirements, a Cooperation Agreement among the AUTHORITY, PATHWAY SCHOOL, and the TOWNSHIP is required to outline the responsibilities of each organization in accordance with the provisions of the RACP funding program with PATHWAY SCHOOL as the designated sub-grantee with the responsibility to administer the grant as sub-applicant for the Project and the TOWNSHIP as the designated host municipality to act as guarantor of certain contingent repayment obligations of the AUTHORITY under the Contract pursuant to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and for the benefits to accrue to PATHWAY SCHOOL as Sub-Grantee with AUTHORITY to act as Applicant in the Application for the grant authorized under the RACP Funding Program for the construction of the

Project, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound agree as follows:

I. Host Municipality Guarantee

1. The TOWNSHIP, as host-municipality, agrees to absolutely, unconditionally and irrevocably guarantee to the Commonwealth, subject to any time period set forth in the OB Agreement as applicable to the Authority and further subject to any rights and defenses applicable to the obligations of the AUTHORITY, the prompt and full repayment of all Grant Funds released by the Commonwealth to the AUTHORITY which the AUTHORITY is obligated to reimburse to the Commonwealth pursuant to the terms and conditions of the Contract (“Guaranty of Obligations”) including for any RACP grant expenditures or reimbursements that are later found to be ineligible for this Project.

II. RACP Grant

1. Terms. All terms not defined herein shall have the terms as set forth in the OB Agreement. Any conflict between terms defined herein and terms defined in the OB Agreement shall have the meaning ascribed to them in the OB Agreement.

2. Grant Amount. Subject to the terms and conditions set forth herein and the terms of the OB Agreement, the AUTHORITY agrees to provide grant assistance to the Project in the amount of \$1,000,000.00 (the “RACP Grant”). SUB-GRANTEE shall utilize the RACP Grant solely and exclusively to fund eligible Project costs pursuant to the Application.

3. Grant Disbursement. The RACP Grant will be disbursed by the AUTHORITY submitting a “RDA Request for Payment Form” (the “Voucher Request”) (in a form as provided by the Commonwealth of Pennsylvania (the “Commonwealth”) to the Commonwealth along with all other documentation in support of the request for payment as may be required by the Commonwealth and the AUTHORITY. Subject to approval and authorization by the Commonwealth and after receipt of funds by the AUTHORITY from the Commonwealth, the AUTHORITY shall reimburse Sub-grantee 100% of all eligible Project costs up to the RACP Grant in accordance with the OB Agreement. Prior to submission of a request for payment by the AUTHORITY to the Commonwealth, SUB-GRANTEE will provide to the AUTHORITY a written request executed on behalf of the SUB-GRANTEE and containing the written concurrence of the general contractor, certifying that the work for which reimbursement is being requested has been completed and that all materials included therein have been installed in or placed upon the PROPERTY, but only after the PROPERTY and that portion of the improvements completed by the date of such written request are inspected by the Authority’s or Commonwealth’s Consultant, to verify the completed work and quality of workmanship, to the extent the AUTHORITY and/or the Commonwealth require any such inspection. The AUTHORITY, Commonwealth and/or their respective Consultants shall have the right to inspect the PROPERTY at any reasonable time, until final disbursement of the RACP Grant by the Commonwealth. SUB-GRANTEE shall be responsible for all costs incurred for such inspections. All such inspections shall be for the sole use and benefit of the AUTHORITY and the Commonwealth and shall not be relied upon by any other party. “Consultant”, as used herein, shall mean individually and collectively, such persons and/or entities as may be selected by the AUTHORITY or the Commonwealth, 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 OB Agreement and all applicable federal, state and local laws and regulations are incorporated herein by reference.

III. Representations and Warranties.

1. To induce the AUTHORITY to enter into this Agreement and to disburse the proceeds of the RACP Grant hereof in accordance with the provisions hereof, SUB-GRANTEE and the TOWNSHIP represents and warrants that:

a. The TOWNSHIP is a township of the first class duly organized and existing under the laws of the Commonwealth of Pennsylvania and is authorized to enter into this Agreement.

b. SUB-GRANTEE is authorized to enter into this Agreement.

c. This Agreement has been duly and validly executed by the TOWNSHIP and the SUB-GRANTEE constitutes the valid and legally binding agreement 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 Parties.

d. The RACP Grant is necessary for the completion of the Project and there is sufficient additional funding in place by the SUB-GRANTEE so that, when combined with the RACP Grant, it will allow for completion of the Project.

e. There is no litigation or governmental proceeding which would affect the eligibility of the SUB-GRANTEE's receipt of the RACP Grant, pending, or to the best knowledge of the TOWNSHIP or its officers, threatened against the SUB-GRANTEE other than that which has been previously disclosed to the AUTHORITY in writing.

f. 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 SUB-GRANTEE, or of any agreement, indenture or other instrument to which the SUB-GRANTEE 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 SUB-GRANTEE pursuant to the terms of any such agreement, indenture or other instrument.

g. No persons described as employee, agent, consultant, officer, or elected official or appointed official of the AUTHORITY, or of any designated public agencies, or subrecipients which are receiving funds under an AUTHORITY agreement, who exercise or have exercised any functions or responsibilities with respect to RACP 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 activity, 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.

h. The SUB-GRANTEE has reviewed the Application and all the information contained therein relating to the Project and certifies that it is true and correct as of the date of entering into this Agreement and that there have been no material changes.

i. The SUB-GRANTEE has read the OB Agreement and has had the opportunity to review it with legal counsel of its choice, agrees to be bound by the terms thereof and to comply with all of the requirements set forth therein, and assume responsibility for any breach or violation.

#### IV. Covenants.

1. **Project Manager Status.** SUB-GRANTEE as Sub-Applicant agrees and covenants to act as project administrator and project developer and in doing so, SUB-GRANTEE agrees to administer, manage, and complete the Project. SUB-GRANTEE further agrees and covenants to adhere to all rules, regulations, requirements and obligations as may be required by the Commonwealth of Pennsylvania in the administration and carrying out of all funding requirements for RACP projects

2. **Continuing Covenants.** The SUB-GRANTEE hereby covenants the following:

a. The SUB-GRANTEE shall use the proceeds of the RACP Grant solely for the purposes of reimbursing eligible Project costs and as set forth in the Application.

b. Until the final disbursement by the Commonwealth of Pennsylvania under the RACP Grant, the SUB-GRANTEE shall preserve its current status, rights, and privileges of franchises and maintain its good standing under the laws of the Commonwealth of Pennsylvania.

c. The SUB-GRANTEE shall comply with all laws, regulations and orders of any court or governmental body having jurisdiction over the Project.

d. The SUB-GRANTEE shall give immediate notice to the AUTHORITY of the occurrence of any event of default hereunder.

e. The SUB-GRANTEE shall assume and be responsible for any and all obligations of the AUTHORITY as set forth in the OB Agreement. The SUB-GRANTEE understands that the AUTHORITY is serving as a conduit for the RACP Grant and that any costs and expenses not otherwise reimbursed to the Authority of any nature whatsoever, incurred by the AUTHORITY in the administration of this RACP Grant pursuant to the OB Agreement and this Agreement are the responsibility of the SUB-GRANTEE, either to be paid directly by the SUB-GRANTEE or to be reimbursed to the AUTHORITY if the AUTHORITY has to pay such costs and expenses.

f. SUB-GRANTEE shall not, under any circumstance, make any claims or demands of or against the AUTHORITY relating to this Agreement, the RACP Grant and/or the Project.

g. SUB-GRANTEE shall not, under any circumstance, file any type of suit against the AUTHORITY, in any venue, in connection with this Agreement, the RACP Grant and/or the Project.

#### V. Compliance with the Act and Regulations.

1. The SUB-GRANTEE acknowledges that use of the RACP Grant obligates it to comply with the requirements of the OB Agreement, the Act and any laws and regulations issued pursuant thereto. SUB-GRANTEE certifies that it has reviewed and has read the OB Agreement, understands its terms and specifically agrees that:

a. SUB-GRANTEE will maintain all books, records, reports and other documents as required in the OB Agreement and/or the Act and any laws and regulations issued pursuant thereto and provide access thereto to the AUTHORITY so it may comply with its obligations thereunder. Such books, records and other documents shall reflect and disclose fully the amount and disposition of the funds and the total cost of the activities paid for, in whole or in part with these funds. As requested by the Commonwealth, the SUB-GRANTEE shall comply with the Audit requirements of the Commonwealth hereunder in accordance with this Agreement, the Application, the Act and the OB Agreement.

b. SUB-GRANTEE will comply with other uniform administrative requirements as set forth in the OB Agreement or as may be hereafter amended as they may be applicable to the SUB-GRANTEE and to provide all necessary information in a timely fashion to the AUTHORITY to allow the AUTHORITY to maintain compliance with its obligations under the OB Agreement and/or the Act and any laws and regulations issued pursuant thereto.

## VI. Events of Default.

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

a. Failure of the SUB-GRANTEE to observe or perform any condition, duty, obligation, covenant, agreement, warranty or undertaking required of the SUB-GRANTEE under this Agreement or any of the responsibilities it is assuming under the OB Agreement in connection with the RACP Grant.

b. Determination by the AUTHORITY that any statements, certificates, reports, representations or warranties or other information made or furnished at any time by the SUB-GRANTEE or the TOWNSHIP in connection with the RACP Grant or this Agreement are or, at the time made, were false or erroneous in any material respect.

c. Use of the proceeds of the RACP Grant and match funds for purposes other than paying the eligible Project costs.

## VII. Termination.

1. Misuse of Grant. In the event the AUTHORITY or the Commonwealth determine that the SUB-GRANTEE 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 OB Agreement or this Agreement, the AUTHORITY shall have all of the rights and remedies in relation to the SUB-



GRANTEE as set forth in the OB Agreement as the Commonwealth has relative to the AUTHORITY, as if said rights and remedies were set forth herein at length.

2. Authority Discretion. By executing this Agreement, the SUB-GRANTEE understands, acknowledges and agrees that the AUTHORITY may terminate this Agreement at any time, for any reason, if the AUTHORITY deems it necessary to do so.

#### VIII. Reversion of Assets.

Specific reference is made to the OB Agreement and the SUB-GRANTEE agrees to comply with the requirements for reversion of assets as set forth therein.

#### IX. Miscellaneous.

1. The SUB-GRANTEE agrees to protect, indemnify, defend and hold harmless the AUTHORITY, the TOWNSHIP, and the Commonwealth, and all of their agencies, commissioners, officers, agents and employees from and against any and all claims, demands, damages, liabilities, costs and expenses (including reasonable attorney fees) for any disputes whatsoever arising out of the Project or RACP Grant, including those arising out of disputes between the SUB-GRANTEE and the general contractor, or between any contractor and any subcontractor, materialman or person, firm or supplier, furnishing work, supplies or services in connection with the Project, or between the SUB-GRANTEE or any other contractor or any subcontractor and any municipal or public authority, or between the SUB-GRANTEE and any broker pertaining to this transaction and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity which may be damaged or injured by the SUB-GRANTEE or any agent, employee or independent contractor of the SUB-GRANTEE in the performance of this Agreement from any tort liability or breach of contract or any other agreement which arises from the SUB-GRANTEE's undertaking of the Project.

SUB-GRANTEE understands and acknowledges that a condition of this Agreement is that SUB-GRANTEE shall obtain liability insurance policies that name the AUTHORITY, the TOWNSHIP, and the Commonwealth as additional insured, proof of which shall be provided to the AUTHORITY upon request, and which shall protect the AUTHORITY, the TOWNSHIP, and Commonwealth, their agents, employees or assigns, from claims of bodily injury and/or property damage arising out of any activities performed by the SUB-GRANTEE 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. Such policies shall not include any provision limiting then existing sovereign immunity of the AUTHORITY, the TOWNSHIP, the Commonwealth, and/or its employees, agents and assigns. Upon request, the SUB-GRANTEE shall furnish proof of insurance as required by this paragraph. The provisions of this paragraph shall survive the termination of this Agreement. The Commonwealth is a third party beneficiary under this provision and the SUB-GRANTEE agrees and understands that each shall have the right to separately enforce this provision.

2. The SUB-GRANTEE shall provide workmen's compensation insurance, where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation

and social security and any other taxes or payroll deductions required by law for its employees or any other contractor or subcontractor associated with the Project.

3. The SUB-GRANTEE acknowledges that the obligation of the AUTHORITY to provide RACP Grant funds pursuant to this Agreement is dependent upon the receipt of the same from the Commonwealth and the AUTHORITY shall have no obligations to provide funding to SUB-GRANTEE under this Agreement until and unless it has received funds from the Commonwealth for said payment.

4. The SUB-GRANTEE agrees to reimburse the AUTHORITY for any costs or fees associated with this repayment for any ineligible project activities.

5. The SUB-GRANTEE agrees to reimburse the AUTHORITY and the TOWNSHIP for any attorneys' fees and costs that it incurs relative to this Agreement and the administration of the RACP Grant.

6. In consideration for AUTHORITY'S agreement to perform its obligations under this Agreement, and not as purchase price for the PROPERTY or other similar payment, the SUB-GRANTEE shall pay a fee (the "Authority Fee") to the AUTHORITY in the amount of one percent (1%) of the RACP Grant funds award for the Project. The Authority Fee shall be paid in full to the AUTHORITY at the time the first installment of RACP Grant funds are distributed.

7. 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.

8. 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 provisions 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.

9. The parties do not intend the benefits of this Agreement to inure to any third party, except as to the indemnification in Section VIII (1) above, which also benefits the Commonwealth. No portion of the AUTHORITY'S commitment to make the RACP Grant will, at any time, be subject to attachment or levy by any creditor of the SUB-GRANTEE or 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 AUTHORITY or any officer, agent or employee thereof in favor of any contractor, subcontractor, and supplier of materials or any of their respective creditors or any other person or entity other than the AUTHORITY. Nothing herein shall preclude the TOWNSHIP from entering into a separate agreement with SUB-GRANTEE to address SUB-GRANTEE'S additional obligations to the TOWNSHIP including indemnities relating to the Project.

10. The provisions of this Agreement shall inure to the benefit of the AUTHORITY and the TOWNSHIP and the SUB-GRANTEE and their respective successors and assigns, except that the SUB-GRANTEE may not assign or transfer any of its rights hereunder without the prior written consent of the AUTHORITY.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original, and when each party shall have executed one counterpart and delivered it to the other parties, all the counterparts together shall constitute one and the same instrument, binding on, and enforceable against, each party. Photocopies, facsimile transmissions, other productions of this Agreement (with reproduced signatures) shall be deemed to be original counterparts.

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

*Attest:*

**REDEVELOPMENT AUTHORITY OF  
THE COUNTY OF MONTGOMERY**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**WEST NORRITON TOWNSHIP**

\_\_\_\_\_

Jason Bobst, Township Manager

By: \_\_\_\_\_

Peter Smock, President

**THE PATHWAY SCHOOL**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF :

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer personally appeared \_\_\_\_\_ known to me and who acknowledged that he is Chairman of the Board for the Montgomery County Redevelopment Authority, and that he, being authorized to do so, executed the foregoing document for purposes therein contained by signing his name thereto for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF :

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer personally appeared *Peter Smock* known to me and who acknowledged that he is President for West Norriton Township Board of Commissioners and that he, being authorized to do so, executed the foregoing document for purposes therein contained by signing his name thereto for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF :

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer personally appeared \_\_\_\_\_ known to me and who acknowledged that she/he is the \_\_\_\_\_ of PATHWAY SCHOOL and that she/he, being authorized to do so, executed the foregoing document for purposes therein contained by signing her/his name thereto for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Exhibit “A”**  
**Pathway School RACP Application**

**Exhibit “B”  
OB Agreement**



**WEST NORRITON TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION # 23-1715**

**AUTHORIZED OFFICIAL RESOLUTION FOR THE FILING OF AN  
APPLICATION FOR \$7000,000.00 IN GRANT FUNDING THROUGH THE  
STATEWIDE LOCAL SHARE ASSESSMENT FOR THE CONSTRUCTION OF  
AN AMPHITHEATRE AT CENTENNIAL PARK**

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BE IT RESOLVED, that the Township of West Norriton, Montgomery County, Pennsylvania hereby requests a Statewide Local Share Assessment grant of \$700,000.00 from the Commonwealth Financing Authority to be used for the construction of an amphitheatre at Centennial Park.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Jason Bobst, Township Manager, as the official to execute all documents and agreements between the Township of West Norriton and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Kathy K. Frederick, duly qualified Assistant Secretary of the Township of West Norriton, Montgomery County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held on November 14, 2023 and said Resolution has been recorded in the Minutes of West Norriton Township and remains in effect as of this date.

IN WITNESS WHEREOF, I affix my hand and attach the seal of the Township of West Norriton this 14<sup>th</sup> day of November, 2023.

West Norriton Township  
Montgomery County, PA

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Kathy K. Frederick, Assistant Secretary

**WEST NORRITON TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION # 23-1716**

**AUTHORIZED OFFICIAL RESOLUTION FOR THE FILING OF AN  
APPLICATION FOR \$250,000.00 IN GRANT FUNDING THROUGH THE  
STATEWIDE LOCAL SHARE ASSESSMENT FOR THE PURCHASE OF A  
DUMP TRUCK**

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BE IT RESOLVED, that the Township of West Norriton, Montgomery County, Pennsylvania hereby requests a Statewide Local Share Assessment grant of \$250,000.00 from the Commonwealth Financing Authority to be used for the purchase of equipment, namely a dump truck.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Jason Bobst, Township Manager, as the official to execute all documents and agreements between the Township of West Norriton and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Kathy K. Frederick, duly qualified Assistant Secretary of the Township of West Norriton, Montgomery County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held on November 14, 2023 and said Resolution has been recorded in the Minutes of West Norriton Township and remains in effect as of this date.

IN WITNESS WHEREOF, I affix my hand and attach the seal of the Township of West Norriton this 14<sup>th</sup> day of November, 2023.

West Norriton Township  
Montgomery County, PA

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Kathy K. Frederick, Assistant Secretary