

**MIDDLE SMITHFIELD TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**
Resolution No. 03-2023-2

**A RESOLUTION ESTABLISHING AN AD HOC REVITALIZE
ROUTE 209 GRANT COMMITTEE FOR MIDDLE SMITHFIELD
TOWNSHIP FOR THE PURPOSE OF MAKING
RECOMMENDATIONS TO THE BOARD OF SUPERVISORS
REGARDING LETTERS OF INTEREST AND APPLICATIONS
ASSOCIATED WITH THE MIDDLE SMITHFIELD TOWNSHIP
REVITALIZE ROUTE 209 GRANT PROGRAM**

WHEREAS, the Board of Supervisors of Middle Smithfield Township (“Board”) has adopted Resolution No. 03-2023-1 establishing the Revitalize Route 209 Grant Program and the associated Revitalize Route 209 Grant Program Fund for the purpose of assisting in the revitalization of the Route 209 corridor within Middle Smithfield Township; and

WHEREAS, the Board has determined that it is in the best interest of the Township to establish an ad hoc Revitalize Route 209 Grant Committee for the purpose of reviewing letters of interest and applications for the Revitalize Route 209 Grant Program and making recommendations to the Board in relation thereto; and

WHEREAS, the purpose of this Resolution is to establish such a committee and set forth its composition, regulations, duties, and purposes.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. **Establishment and General Duties.** The Board of Supervisors hereby establishes an ad hoc committee which shall serve in an advisory capacity and as a resource to the Board of Supervisors on matters pertaining to the review and evaluation of letters of interest and applications for the Revitalize Route 209 Grant Program (“Grant Program”) and recommendations related thereto. This ad hoc committee shall be known as the “Middle Smithfield Township Revitalize Route 209 Grant Committee” (“Committee”).
2. **Membership; Compensation; Vacancies.** The Committee shall consist of seven (7) members, all of whom shall be residents of the Township and shall be appointed by the Board of Supervisors. At its sole discretion, the Board of Supervisors may appoint up to two (2) current members of the Planning Commission, Economic Development Committee and Historical Commission, and up to four (4) members of the public. There shall be no set requirement for the number of members from each of the above-referenced committees or commissions, and the appointments to the Committee shall be made at the sole discretion of the Board of Supervisors. Committee members shall serve at the discretion of the Board of Supervisors and shall be appointed for one (1) year terms on an annual basis. Members of the Committee shall serve without compensation.

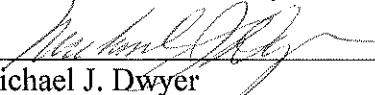
3. Officers; Rules and Regulations; Meetings. Members of the Committee shall elect a chair, vice-chair and all other necessary officers, each to serve for a period no longer than one (1) year. The Committee may adopt rules and regulations for the conduct of all business, as may be delegated to it by the Board of Supervisors. The Committee shall hold meetings as needed based on the receipt of letters of interest and/or applications for the Grant Program, and such meetings shall be held at the Township building at a time and place designated by the Committee. The Committee shall keep minutes of all meetings and provide a copy of the minutes to the Board of Supervisors by providing a copy to the Township Secretary.
4. Report. The Committee shall prepare and submit a written report to the Board of Supervisors with any recommendations on any pending letters of interest and/or applications for the Grant Program.
5. Entering Into Contracts and Incurring Obligations. The Committee shall not and cannot enter into any contract or incur any obligation binding upon the Township. In addition, the Committee shall not and cannot employ any outside consultants or experts or direct the activities of Township employees.
6. Tasks. The Committee is specifically and solely charged with reviewing letters of interest and applications received by the Township for the Grant Program and to make recommendations to the Board of Supervisors in relation thereto.
7. Public Meeting. All meetings of the Committee shall be public in compliance with the Pennsylvania Sunshine Act. The Board of Supervisors expects and directs the Committee to take comments from the public at its meetings and, as appropriate, use such comments during its consideration of the pending letters of interest and applications before it and in making its recommendation(s) to the Board of Supervisors.
8. Powers and Responsibilities. The powers and responsibilities of the Committee are as follows or as may be hereafter provided by resolution of the Board of Supervisors.
 - a. To review letters of interest and applications for the Grant Program and to make recommendations to the Board of Supervisors concerning such letters of interest and applications received by the Township for the Grant Program.
 - b. To make recommendations to the Board of Supervisors about the Grant Program.
 - c. To act as a public forum for residents to address concerns regarding or arising out of letters of interest and/or applications for the Grant Program.

APPROVED at the public meeting of the Middle Smithfield Township Board of Supervisors held on March 23, 2023.

MIDDLE SMITHFIELD TOWNSHIP
BOARD OF SUPERVISORS


Annette Atkinson, Chairperson


Mark Oney, Vice Chairperson


Michael J. Dwyer

Attest: 
Michael J. Dwyer
Township Secretary

MIDDLE SMITHFIELD TOWNSHIP “REVITALIZE ROUTE 209” GRANT PROGRAM; TERMS AND CONDITIONS

Purpose

In order to encourage a rehabilitated main street, Middle Smithfield Township created the “Revitalize Route 209 Grant Program” to help in revitalizing the business corridor of Route 209 and building facades. Eligible buildings and properties must be located along and visible from Milford Road / Route 209 in Middle Smithfield Township in order to be eligible for grant program funds. The ultimate purpose of this grant program is to help achieve a uniform, aesthetically pleasing Route 209 corridor that is welcoming to residents and visitors and brings a sense of community. This will encourage both residents and tourists alike to gather in different areas of the township and for the township to create more gathering and community development opportunities. It is intended to improve community development, including but not limited to, urban renewal and neighborhood improvement projects, among other things. The following are examples of potential eligible projects:

- a. Remodeling improvements to the façade of a building, such as reconfiguring the exterior with updates and upgrades that are visible from Route 209.
- b. Repairing, removing and/or replacing building materials and decorative details that are deteriorated or missing that are visible from Route 209.
- c. Cleaning/refacing of exterior building surfaces that are visible from Route 209.
- d. Repairing, replacing, and/or adding entrances, doors, display windows, transoms, or upper-story windows that are visible from Route 209.
- e. Landscaping improvements that are visible from Route 209.
- f. Installation of benches that are visible from Route 209 and available for use by the public.
- g. Improvements to garbage and/or dumpster enclosures in a manner and form deemed acceptable by the Board of Supervisors, including but not limited to reducing such enclosures’ visibility from Route 209.
- h. Parking and/or access improvements that are visible from Route 209.
- i. Improvements and/or upgrades to the lighting fixtures that are visible from Route 209, including but not limited to ensuring compliance with “dark sky” lighting requirements and/or regulations.
- j. Razing blighted and/or unsafe structures that are visible from Route 209.
- k. Any other revitalization projects deemed acceptable by the Board of Supervisors.

Funds from the Grant Program shall not be used to reimburse the Applicant for professional consultant fees, such as fees for an architect, engineer and/or designer, and/or other soft costs associated with the project.

How it Works

Property owners and tenants with the permission of the property owner (“Applicants”) in Middle Smithfield Township whose properties and proposed projects front on and are visible from Route 209 / Milford Road shall be eligible to apply for this Revitalize Route 209 Grant Program. Tenants are encouraged to apply for assistance, even if they do not have ownership in the building and/or property. The tenant must receive written permission from the property owner to be submitted with the application. The distribution of Township funds would not exceed \$10,000 per project and/or approved

application (recommendation provided by the Revitalize Route 209 Grant Committee (“Grant Committee”) and approval from the Board of Supervisors). This grant program will reimburse applicants up to a fifty percent (50%) match of the project costs, up to and not exceeding \$10,000. For example, if a project costs a total of \$10,000, then up to \$5,000 can be reimbursed if the Township approves the project as a grant recipient. No project will receive a grant in excess of \$10,000.00 from the Township. Projects exceeding a total cost of \$20,000.00 are not eligible for this Grant Program. The total cost of any one project shall not exceed \$20,000.00.

- Where is the money coming from?
 - 50% or more of the funds for the project will come from the applicant
 - Up to 50% will come from the Township, not to exceed \$10,000.00
- How will recipients be selected?
 - There will be a newly created Revitalize Route 209 Grant Committee (“Grant Committee”) (not less than 5 members and not more than 7 members) for this grant program. The Grant Committee shall be appointed by the Board of Supervisors and shall consist of up to two people from each of the following: the Economic Development Committee, the Planning Commission, and/or the Historical Commission, and/or up to four members from the public. There is no set requirement for the number of members from the above-referenced committees or commissions and the appointments to the Grant Committee shall be within the sole discretion of the Board of Supervisors. The establishment and administration of the Grant Committee shall be provided for in a resolution to be approved by the Board of Supervisors.
 - Applications will be emailed, mailed, or delivered to the Township and sent to the Grant Committee, who will then review applications and make recommendations to the Board of Supervisors within a reasonable time period.
 - Grant Committee review and a site visit upon completion of the project may be conducted as deemed necessary.
 - Reimbursement can be expected within a reasonable amount of time after the submission of the appropriate paperwork for the grant reimbursement request, but shall be conditional on the Township having the requisite funding for the grant.
 - The decision to award a grant and the issuance of the reimbursement payment for the project will be within the sole discretion of the Township and no applicant shall have any expectation of and/or right to receiving any such grant, even after preliminarily approved by the Board of Supervisors.
- What will applicants have to submit?
 - Completed application
 - If the applicant is a tenant that is not the owner, written permission for submission from the owner
 - Material estimates / receipts
 - Proof of ownership / renting
 - Proof of current compliance with all taxing bodies
 - Proof of the completed project and improvements
 - Copies of invoices and payments for the project and improvements

Once the Board of Supervisors preliminarily approves a grant application, the Applicant will be sent a preliminary grant approval letter detailing the amount preliminarily awarded and information regarding

the conditions of the award and the requisite terms and conditions, acknowledgement form and indemnity agreement.

Payments

- A. Upon proper execution of the requisite forms and agreement(s), specific for each approved project, and receipt of a written request from the Applicant and documentation of the completion of the project to the satisfaction of the Township, the Board of Supervisors may by unanimous vote, if the requisite funding is available to the Township for the requested reimbursement grant payment request, approve a reimbursement grant payment to the Applicant in accordance with the terms and conditions deemed necessary by the Township, and provided that the payment is in compliance with Township Resolution No. _____.
- B. All costs shall be supported by properly executed vouchers, invoices, cancelled checks and other records detailing the nature and propriety of the charge and payment.
- C. Payments under this Grant Program will be subject to the performance of any conditions deemed necessary by the Township and compliance with these Terms and Conditions.
- D. The Township may deny or adjust payment for any expenditure that is not in accordance with the terms and conditions of this Grant Program and/or as otherwise deemed in the best interest of the Township.
- E. The Township will not be liable for any expenditure by the Applicant exceeding the amount stated in the preliminary grant approval, and in no event an amount greater than \$10,000.00 or 50% of the Project cost, whichever is less.

Fiscal and Other Duties of Applicant

- A. Nothing contained in this Grant Program shall be construed to create an employment or agency relationship between the Township and the Applicant.
- B. Although Township officials and consultants will assist applicants with technical advice and recommendations for grant projects, all construction activities and retention of professional consultants for design, construction, and completion of project activities shall be separately contracted for by the Applicant and the responsibility of the Applicant.

Assignment

The Applicant may not assign any claim for monies due or to become due under this Grant Program as collateral for any purpose.

Records; Audits

- A. Applicant shall maintain complete and accurate records of costs, expenses, and activities under this Grant Program. The Township may, at reasonable times, inspect, examine, copy and audit such records.
- B. The records of all expenditures by Applicant shall be maintained for three (3) years from the date of final payment or release of funds by the Township. The Applicant shall give full and free access

to all such records to the Township at any reasonable time and Applicant shall provide a copy of such records to the Township at reasonable times.

Progress Reports; Inspections

- A. The Applicant shall furnish such progress reports as the Township may from time-to-time require. Such reports shall be in such form and contain such items as the Township requires.
- B. The Township may make reasonable inspections and monitor the Applicant's performance under this Grant Program.

Closeout of Grant

- A. The Applicant shall submit to the Township an application for final reimbursement payment and/or a final report, as instructed by the Township, along with documentation required by the Township. The submission shall be made within 60 days of completion of project activities. The application, final report, and documentation shall be on forms or in a format as required by the Township and shall state whether the project activities have been completed and whether all costs have been paid.
- B. Prior to release of the final payment of the reimbursement grant funds to Applicant, the Township shall determine whether or not the project activities have been completed in accordance with the preliminary grant approval.

Suspension of Project

Upon written notice and at any time during the Project, the Township may suspend and/or request suspension of all or any part of the Grant Program activities. Such notice may be given if, in the opinion of the Township, any of the following has occurred: (1) the Applicant has failed to submit a required report, or may have violated a law or regulation, or may have engaged in misuse of funds, mismanagement, malfeasance, or criminal activity; (2) an inspection or audit has resulted in unsatisfactory findings; (3) an act of God, strike, disaster, or other circumstance beyond the Applicant's control prevents adequate performance of Grant Agreement activities; (4) the Applicant has not completed activities required under the Grant Program; or, (5) the Township does not have sufficient funds to pay the reimbursement grant request.

Termination of Grant Agreement

Termination: The Township may terminate and/or withdraw the award of the reimbursement grant by giving written notice to the Applicant if, in the opinion of the Township, any of the following has occurred: (1) for any reason the Applicant fails to fulfill in a timely and proper manner its obligations under this Grant Program; (2) for any reason the Applicant breaches any of the conditions of this Grant Program; (3) there is a violation of an applicable law or regulation, misuse of funds, mismanagement, criminal activity or malfeasance in the performance of this Grant Program; (4) the Township does not have sufficient funds to fund the reimbursement grant request; or (5) for any other reason deemed to be in the best interest of the Township. The notice of termination and/or withdrawal will be effective upon receipt. Upon termination and/or withdrawal, all project records, unused grant monies, and monies that have been expended contrary to the terms of this Grant Program shall be returned to the Township.

Hold Harmless

The Applicant shall hold the Township harmless from and indemnify the Township against any and all claims, demands and actions based upon or arising out of any activities performed by Applicant, and its employees and agents, under this Grant Program.

Interest of Parties and Others

An officer, member, employee, or elected official of the Township who exercises any functions or responsibilities in the review or approval of activities under this Grant Program, shall not participate and/or vote in any decision relating to grant approvals or disbursements which would affect his/her personal interest or business, or the interest of any business of a family member of such officer, member, employee, or elected official of the Township unless permitted to do so under the State Ethics Act.

Non-Waiver of Remedies

No provision of this Grant Program may be construed to create rights in third parties not party to this Grant Program. This Grant Program defines specific duties and responsibilities between the Township and the Applicant, and will not provide any basis for claims of any other individual or entity.

Miscellaneous

- A. The Applicant shall insure that the site is maintained properly and in accordance with applicable State and local requirements and that it is kept in reasonable repair throughout its estimated lifetime, so as to prevent undue deterioration and dangerous conditions.
- B. The Township may make unannounced inspections of the site. If the Township determines that the site is not being maintained properly or is not being kept in reasonable repair, the Applicant shall bring the site into a state of proper maintenance and repair as directed by the Township. All expenses incurred by the Applicant in doing so will be the responsibility of the Applicant unless otherwise stated by the Township in writing.

Special Conditions

Any contractor or subcontractor engaged by Applicant to perform work under this Grant Program must certify in writing for itself that as of the date of the preliminary approval of this grant, that neither the contractor, nor any of his/her subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.

APPLICATION

Middle Smithfield Township – Revitalize Route 209 Grant Program

Name of Applicant: _____ Application Date: _____

Phone Number: Work: _____ Personal: _____

Address of Property/Building: _____

Application Mailing Address (if different than bldg. address): _____

Name and Type of Business: _____

Business Owner Name (if different than applicant): _____

Property Owner Information (if different from applicant)

Property Owner: _____ Phone Number: _____

Owner Mailing Address: _____

Proposed Improvements (check all that apply):

- Remodeling improvements to the façade of a building, such as reconfiguring the exterior with updates and upgrades that are visible from Route 209.
- Repairing, removing and/or replacing building materials and decorative details that are deteriorated or missing that are visible from Route 209.
- Cleaning/refacing of exterior building surfaces that are visible from Route 209.
- Repairing, replacing, and/or adding entrances, doors, display windows, transoms, or upper-story windows that are visible from Route 209.
- Landscaping improvements that are visible from Route 209.
- Installation of benches that are visible from Route 209 and available for use by the public.
- Improvements to garbage and/or dumpster enclosures in a manner and form deemed acceptable by the Board of Supervisors, including but not limited to reducing such enclosures' visibility from Route 209.
- Parking and/or access improvements that are visible from Route 209.
- Improvements and/or upgrades to the lighting fixtures that are visible from Route 209, including but not limited to ensuring compliance with "dark sky" lighting requirements and/or regulations.
- Razing blighted and/or unsafe structures that are visible from Route 209.
- Other: _____

Describe the scope and purpose of the work to be done and how it will benefit Middle Smithfield Township and the public:

Cost Estimate: \$ _____ (Total cost of the project shall not exceed \$20,000.00)

Grant Request (50% of cost of project, up to a maximum of \$10,000): \$ _____

How will the remaining cost of the project be funded? Please explain:

I understand that the project will not be considered if the work has been done or begins before the application is preliminarily approved. I understand and agree that the decision to award a grant is within the sole discretion of the Township and that if awarded a grant, I will release, indemnify and hold Township harmless from any and all claims relating to the grant and/or the failure of the Township to distribute the grant funds. I further understand that the amount of any grant to be approved shall be within the sole discretion of the Township. I further understand and agree to the provisions set forth in Middle Smithfield Township Resolution No. _____.

Applicant's Signature: _____ Date: _____

Property Owner's Signature (if different than applicant): _____ Date: _____

REVITALIZE ROUTE 209 GRANT PROGRAM INDEMNITY AND RELEASE AGREEMENT

THIS INDEMNITY AGREEMENT, entered into this _____ day of _____, A.D.,
20____, by and between _____, with an address of _____
(hereinafter "***Applicant***") and the
TOWNSHIP OF MIDDLE SMITHFIELD, a Township of the Second Class, with offices located at 147
Municipal Drive, East Stroudsburg, Monroe County, Pennsylvania 18302 (hereinafter "***Township***").

WHEREAS, Applicant has requested and received preliminary approval for a reimbursement grant for certain improvements along and visible from Route 209 on property owned and/or occupied by Applicant and located at _____ pursuant to an application and plan presented to the Township and dated _____, 20____ (hereinafter "***Project***"); and

WHEREAS, the Applicant hereby agrees to and permits access to the above-referenced property by the Township, or Township's agents, in order to inspect the proposed project, the property and the improvements installed and/or constructed on the property as part of the grant and Project; and

WHEREAS, in consideration of Township's preliminary approval of the grant for the Project, Applicant has agreed to release, indemnify and hold harmless the Township from any and all claims in relation to the grant and/or the Project.

NOW, THEREFORE, in consideration of the foregoing promises and other valuable consideration, Applicant hereby agrees to release, indemnify, defend and save, and hold harmless the Township, its officers, employees, agents and appointees, their agents, successors and assigns, from and against, and to reimburse the Township with respect to any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including reasonable attorneys fees and expenses, court costs, and costs of appeals), asserted against or incurred by the Township by reason of or arising out of any personal injury or property damage and/or any other claim or cause of action which may arise out of or in connection with the preliminary grant approval, entry onto the property that is the subject of the Project, the installation, replacement and/or maintenance of improvements on the Applicant's property, the use of the Applicant's property and/or termination of the grant and/or the receipt and use of the grant funds for the Project. Applicant also specifically understands and agrees that Applicant is not legally entitled to any such grant funds and that the distribution of the grant payment shall be conditional on available Township funds at the time of Applicant's request for reimbursement and final approval from the Board of Supervisors. Upon receipt of any grant funds, Applicant further understands and agrees that Applicant is solely responsible and liable for any and all tax liability associated with the grant funds.

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.

APPLICANT:

Name: _____

Name: _____

TOWNSHIP:

MIDDLE SMITHFIELD TOWNSHIP

By:

Name: _____

Title: _____

Revitalization Program – Revitalize Route 209 Grant Program

Preliminary Approval Acknowledgement Form

Property Address: _____

Applicants Tax ID#: _____

Work will be done by: _____

Address: _____

Cost estimates: *Must provide 3 quotes and/or proposals

Quote provided by: _____ \$ _____

Quote provided by: _____ \$ _____

Quote provided by: _____ \$ _____

Township Permit:

Applied and approved

- Building Permit**

Approved on: ____/____/____

- Copy enclosed**

Estimated Timeframe:

Starting Date: _____ Completion Date: _____

Statement of Understanding/Acknowledgment:

- I agree to and shall comply with the guidelines and procedures of the Middle Smithfield Township Revitalize Route 209 Grant Program, the conditions and requirements of Resolution No. _____, the Grant Program Terms and Conditions attached hereto, and the following:
 - I understand that I must pay for the full cost of the work/project on my own, and that I may receive reimbursement from the grant after the project/work has been completed and a request for reimbursement is submitted to the Township. This grant provides for the possible reimbursement of funds, subject to the Township having the available funding at the time of the reimbursement request and further subject to the approval of the Township at the time of the request for reimbursement.
 - I understand that I must submit the necessary documentation upon completion of the project in order to be eligible for reimbursement.
 - I understand that work done before the preliminary approval of the grant by the Middle Smithfield Township Revitalize Route 209 Grant Committee and the Township will not be eligible for reimbursement.
 - I understand that the grant is subject to taxation and that I am solely responsible for any such tax liability and for compliance with all tax requirements associated therewith. I shall agree to any additional requirements deemed necessary by the Township in relation to taxation prior to the receipt of any grant payment.

- I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The applicant and property owner invite and specifically authorize and permit Middle Smithfield Township to make all reasonable inspections, investigation, and take pictures of the property during the project timeframe. I authorize the use of any pictures taken by the Township. I agree to displaying signage indicating grant funding provided by the Township.
- I also understand that in order for my request for funds to be approved, I must agree to work with and follow the recommendations of the Grant Committee and Township.
- I hereby agree to release, indemnify, defend and hold harmless the Township from any and all claims and/or causes of action resulting from the awarding of a grant and/or the above-referenced project and/or the failure of the Township to award the grant and/or the failure of the Township to provide the grant funds at the time of the reimbursement request.
- I understand and agree that the award of a grant is within the sole discretion of the Township.
- I understand and agree that even if I am preliminarily awarded a grant by the Township, any such grant and the reimbursement for the project shall be subject to and conditional on the Township having funding available at the time of the reimbursement request, and further subject to the Township approving the reimbursement at the time of the request.
- In the event the Township fails to provide the grant funding following the completion of the project and request for reimbursement, I understand and agree that I have no claim or recourse against the Township and that I hereby assume the risk when proceeding with the project.
- I understand and agree that in the event it is determined that the Township is not permitted to issue a grant payment due to any law or regulation restricting the same, I release the Township from any claims and/or causes of action and specifically agree to indemnify and hold the Township harmless from the same.

Applicant's Signature: _____ **Date:** _____

Property Owner's Signature (if different than applicant): _____ **Date:** _____

Property Owner Name (please print): _____

Application Checklist - the following items must be included in the application in order for it to be considered complete.

- Digital photos of the property façade in its existing condition
- Design plans - detailed drawings, plans, or renderings of proposed work.
- Cost estimates from the contractor/business to be completing the work - include estimates for all contractors working on the project. (Three quotes, proposals or bids are required.)
- Confirmation that Township Permits were applied for (if required) and approved.
- Proof of Liability Insurance - contract must provide proof of insurance holding the applicant harmless.
- \$50 check made payable to Middle Smithfield Township with "Revitalize Route 209" in the memo portion for processing the application (must be received with completed application)

Documentation Required for Reimbursement: - To be provided upon completion of project. Please make sure to maintain these documents throughout the project.

- Copy of paid receipts or invoices
- Digital photos of work in progress and completed project
- Site inspection as needed and Grant Committee review upon the completion of project

Middle Smithfield Township Permit Information

Projects that require Township Permits include but are not limited to any work that will materially change, renew or enlarge an existing building. It is best to call and confirm if the work you are proposing requires a permit.

Links:

Building Permit Application

<https://www.middlesmithfieldtownship.com/building-permits/>

Call for questions: 570 - 223 - 8920

Hours: Monday - Friday 8:00 AM to 4:00 PM