

**REIMBURSEMENT
AGREEMENT**

THIS AGREEMENT is made this day of _____, 2025, by and between the **TOWNSHIP OF LOWER MERION**, a township of First Class with offices at 75 E. Lancaster Avenue, Ardmore, PA 19003 (hereinafter the “Township”) and **KAISERMAN JEWISH COMMUNITY CENTER**, located at 45 Haverford Road, Wynnewood, Pennsylvania 19096.

BACKGROUND

1. KAISERMAN JEWISH COMMUNITY CENTER (hereinafter "Kaiserman") is redeveloping a property owned by the JEWISH FEDERATION OF GREATER PHILADELPHIA, (hereinafter “Federation”) in Lower Merion Township, Montgomery County, Pennsylvania, located at 45 Haverford Road, Wynnewood, Pennsylvania ("Property").

2. In connection with the redevelopment of the Property, KAISERMAN and FEDERATION have entered into a Subgrant Agreement with the Redevelopment Authority of the County of Montgomery ("Authority") dated _____ relating to the use of Redevelopment Assistance Capital Funds (“RCAP”), that being grant funding from the Commonwealth, administered by the Authority.

3. Lower Merion Township ("Township"), as the host municipality for the Project, has entered into a Cooperation Agreement with the Authority ("Cooperation Agreement") to guarantee certain contingent obligations of the Authority to the Commonwealth as specifically provided in the Cooperation Agreement and the Contract between the Commonwealth and the Authority.

4. In connection with its obligations under the Cooperation Agreement, KAISERMAN desires to take appropriate actions to insure that contingent repayment obligations are not incurred and desire to reimburse the Township for any costs associated therewith, all as set forth herein.

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

1. KAISERMAN agrees to provide the Township with copies of all documentation submitted to the Authority in order to initiate all disbursements of grant funds to the Authority by the Commonwealth. This documentation shall be submitted by KAISERMAN to the Township at the same times that KAISERMAN submits it to the Authority. The documentation submitted by KAISERMAN shall be sent to the following address:

Ernie B. McNeely, Township Manager
Township of Lower Merion
75 East Lancaster Avenue
Ardmore, PA 19003

2. Upon receipt of documentation from KAISERMAN, the Township may take any actions it deems necessary to confirm to its satisfaction that KAISERMAN's request for reimbursement pertains to paid, eligible and reimbursable project expense(s). The Township is hereby authorized by KAISERMAN to access the Property for any inspections pertaining to the reimbursement request so that the Township can confirm that the work covered therein has been satisfactorily completed and made a part of the project, and to confirm that the work for which reimbursement has been requested, to the extent applicable, has been satisfactorily constructed, installed, incorporated into or otherwise made a part of the Project, that the expenses therefore have been paid by KAISERMAN and that the expenses are for eligible and reimbursable Project costs.

3. KAISERMAN agrees to cooperate with the Township's reasonable efforts to confirm that Commonwealth funds are released and/or disbursed for paid, eligible and reimbursable purposes.

4. KAISERMAN agrees to reimburse the Township for: (1) attorney's fees incurred in the preparation, negotiation and execution of this Agreement and the Cooperation Agreement, as well as any other attorney's fees reasonably incurred in carrying out the Township's obligations under the Cooperation Agreement, (2) costs reasonably incurred by the Township to confirm that the Commonwealth funds are released and/or disbursed only for paid, eligible and reimbursable purposes. KAISERMAN shall make payment to the Township within thirty (30) days of receipt of an itemized invoice, and (3) any sums which the Township expends by virtue of its guarantee under the Cooperation Agreement and the Contract between the Commonwealth and the Authority. Itemized invoices shall be sent to KAISERMAN at the following address:

KAISERMAN JEWISH COMMUNITY CENTER
45 Haverford Road
Wynnewood, PA 19096

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby) have caused this Agreement to be executed the day and month set forth above.

TOWNSHIP OF LOWER MERION

Attest: _____

By: _____
Ernie B. McNeely, Township Manager

**KAISERMAN JEWISH COMMUNITY
CENTER**

Attest: _____

By: _____

**COOPERATION AGREEMENT AMONG LOWER MERION TOWNSHIP,
THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY,
AND KAISERMAN JEWISH COMMUNITY CENTER**

THIS COOPERATION AGREEMENT is made this _____ day of _____, 2025 among LOWER MERION TOWNSHIP, having an address of 75 East Lancaster Avenue, Ardmore, Pennsylvania 19003 (hereinafter the “Township”), the REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY, having an address of 104 W. Main Street, Suite 2, Norristown, Pennsylvania 19401 (hereinafter the “Authority”), and KAISERMAN JEWISH COMMUNITY CENTER, having an address of 45 Haverford Road, Wynnewood, Pennsylvania 19096 (hereinafter referred to as the “Developer”).

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 economic revitalization and redevelopment within the Commonwealth of Pennsylvania (the “Commonwealth”); and

WHEREAS, the Township is a first class township organized under the laws of the Commonwealth and located in the County; and

WHEREAS, the Township is the host municipality for a construction project known as the Kaiserman Jewish Community Center project, which includes renovations to the gymnasium and roof repairs (the “Project”) on property located at 45 Haverford Road, Wynnewood, Pennsylvania 19096 (the “Property”); and

WHEREAS, in furtherance of its purpose, the Authority, together with the Developer, submitted an application on May 12, 2023 (the “Application”) to the Commonwealth’s Office of the Budget to receive a Five Hundred Thousand Dollar (\$500,000.00) grant (the “Grant Funds”) through the Commonwealth’s Redevelopment Assistance Capital Program (the “Program”) for the Project; and

WHEREAS, the Authority has entered into Contract No. ME 300-3261 with the Commonwealth’s Office of the Budget (the “OB Agreement”) attached hereto and incorporated hereby as Exhibit “A” setting forth the terms, requirements, obligations and conditions in connection with the use of the Grant Funds awarded to the Authority by the Commonwealth under the Program; and

WHEREAS, pursuant to the terms and conditions of a Sub-grant Agreement dated, _____ (the “Sub-grant Agreement”) entered into by and between the Authority and Developer, Developer will agree to comply with the terms of the Sub-grant Agreement attached hereto as Exhibit “B”; and

WHEREAS, in accordance with the Program requirements, the host municipality for the Project must authorize the Project and agree to reimburse certain contingent repayment obligations

of the Authority pursuant to the terms and conditions of this Agreement, and the Township is willing to do so because of the benefits that inure to the Township as a result of the Project.

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

1. The Township hereby authorizes the Project in accordance with the terms and conditions of this Agreement, the OB Agreement and the Sub-grant Agreement. The Authority shall administer the Grant Funds in accordance with the terms and conditions of its contractual obligations and ensure that the Township shall receive a copy of each request for reimbursement for paid, eligible Project expenses submitted to the Commonwealth.

2. In accordance with the requirements of the Program, if funds are advanced to Developer and used in the Project for expenses that are determined by the Commonwealth to have been ineligible for reimbursement, and if the Authority is required to reimburse the Commonwealth for such amounts, the Township agrees to reimburse the Commonwealth for such amounts.

3. This Agreement shall commence upon full execution by the parties hereto and shall terminate upon the earlier to occur of: (a) disbursement of all Grant Funds and the issuance by the Commonwealth of the close out certificate; or (b) full repayment to the Commonwealth of all Grant Funds released by the Commonwealth to the Authority which the Authority is obligated to reimburse to the Commonwealth (the "Termination Date").

4. Upon the Termination Date, the parties hereto shall have no further liabilities, obligations or responsibilities to each other under this Agreement.

5. There shall be no amendments to this Agreement without the written consent of the parties.

6. This Agreement shall be binding upon the parties hereto, their heirs, successors, administrators and assigns and shall not be assigned to another party without written consent of each party hereto.

7. This Agreement shall be construed and interpreted under the laws of the Commonwealth of Pennsylvania.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year first above written.

LOWER MERION TOWNSHIP

By: _____
Name:
Title:

Attest: _____

REDEVELOPMENT AUTHORITY OF
THE COUNTY OF MONTGOMERY

By: _____
Name:
Title:

Attest: _____

KAISERMAN JEWISH COMMUNITY CENTER

By: _____
Name:
Title:

Attest: _____