



HISTORIC
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Est. 1795

**Finance & Administration Committee Meeting—
6:30 pm Oak Room**

Borough of Bellefonte Council Work Session

AGENDA

7:00 – 7:25 PM, Monday, May 5th, 2025

**In-Person, Council Chambers/Large Meeting Room
301 N. Spring St, 1st Floor**

VIEW RECORDING OF WORK SESSIONS and BOROUGH COUNCIL MEETINGS

Recordings can be viewed on CNET, Comcast's Government Education Channel 7, or at www.cnet1.org. **ATTEND IN PERSON.** The meeting room is open with normal occupancy limits.

I. CALL TO ORDER – Council President Dann

II. WELCOMING COMMENTS / OPENING REMARKS:

Welcome, everyone, to the Bellefonte Borough Council Work Session. No council action (making motions or approvals) is taken during work sessions.

III. ITEMS FOR DISCUSSION:

Note – All Times are approximate

- A) Centre County Public Transportation discussion with David Lomison, Centre County Transportation Director –**25 Minutes**

IV. ADJOURNMENT

The Work Session will be adjourned at or before 7:25 PM. The Borough Council Business Meeting is scheduled to start at 7:30 PM.



HISTORIC
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Bellefonte Borough Council Business Meeting
7:30 PM, Monday, May 5th, 2025
In-Person, Council Chambers/Large Meeting Room
301 N. Spring St, 1st Floor

VIEW RECORDING OF WORK SESSIONS and BOROUGH COUNCIL MEETINGS

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AGENDA

I. 7:30 PM CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Mr. Bernier, <i>North Ward</i>	Ms. Purnell, <i>North Ward</i>	
Mr. Brachbill, <i>South Ward</i>	Ms. Sedgwick, <i>West Ward</i>	
Ms. Cleeton, <i>South Ward</i>	Ms. Tosti-Vasey, <i>West Ward</i>	
Ms. Dann, <i>President, South Ward</i>	Mr. Larson, <i>Junior Council Member</i>	
Mr. Johnson, <i>Vice-President, North Ward</i>	Ms. Meckley, <i>Junior Council Member</i>	
Ms. McKean, <i>West Ward</i>	Mayor Johnson, <i>At Large</i>	

IV. ADDITIONS TO THE COUNCIL MEETING AGENDA

In accordance with Act 65 of 2021, If a matter is not on the Agenda, Council cannot take official action on it with some exceptions. The Council can act on matters relating to potential or real emergencies. Council may add a matter of agency business to its agenda through a majority vote. The Council should state the reason why the action item is being added to the agenda. Council may vote to add an action item(s) to the agenda.

V. PUBLIC COMMENT (Oral)

Borough Council intends to take public comment related to the motion that is on the floor after it has been duly made and seconded. The order of comment will be public comment and then council comment including, proposed amendments by council members. If amendments are proposed to the original motion, the public will then only comment on the amendment(s) before final votes are taken. You must be a Bellefonte resident, non-profit representative, business owner, or an official representative of another governmental agency. Speakers shall identify themselves by name and street, municipality, if outside of the Borough of Bellefonte. Comments are limited to three (3) minutes.

Bellefonte Borough Council Packet May 5, 2025

VI. COMMUNICATIONS (written)

Columbia Gas will be starting the East Linn Street gas main and service line replacements from Armor Street to Shugert Lane starting Monday, May 5, 2025. For some frequently asked questions about Columbia Gas pipeline projects please visit: <https://www.columbiagaspa.com/services/work-in-your-neighborhood/pipeline-replacement-projects> **FYI, no council action is requested.**

Centre County Recycling and Refuse Authority April 2025 Quarterly Newsletter. **FYI, no council action is requested.**

VII. CONSENT AGENDA

All items listed on the Consent Agenda are considered routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council request specific items to be removed for separate action.

General	DRAFT Council Meeting Minutes April 21 st , 2025
Finance	Stover McGlaughlin Invoice March 2025

Call for a motion/2nd to approve the Consent Agenda.

VIII. REPORTS

Please limit all reports/rebuttals/deliberations to three minutes maximum.

DEPARTMENT	OFFICIAL/ STAFF	REPORT
Mayor ➤ Proclamation- Mount Nittany Health Week May 11-17, 2025 ➤ Proclamation-Centre Gives Day May 14-15, 2025	Mayor Johnson	Submitted
Jr. Council Member ➤ March 2025 Report	Mr. Larson	Submitted
OCA Memo: <i>See memo for report and updates</i> ➤ Motion/2nd to approve the Subdivision & Land Development (SALDO) plans recommended for approval by the Planning Commission: 1) Preliminary/Final Plan for Mach-1 Slalom Clubhouse; 2) Preliminary/Final Plan for Lot Addition from Lands of Cuz Holdings, LLC to Lands of Mount Nittany Medical Center ➤ The Planning Commission meeting is scheduled for Monday, May 12 th at 5:30 p.m. ➤ The HARB meeting is scheduled for Tuesday, May 13 th at 8:30 a.m.	Ms. Thompson	Submitted

IX. CURRENT and OLD BUSINESS

Friends of Talleyrand Stage Project. **Motion/2nd to approve moving forward with the stage conditionally based on the Cooperative Agreement being drafted by the Borough Solicitor.**

Council Chambers-potential room reconfigurations to enhance meeting experiences and acoustics. This will be an ongoing project over the next few months to find the best solution. **FYI, no council action is requested.**

Community Development Block Grant (CDBG) Talleyrand Park Suspension Bridge Project Agreements 2022, 2023 and 2024. **Motion/2nd to approve the 2022, 2023 and 2024 CDBG Agreements for the Talleyrand Park Suspension Bridge Project.**

Nick Schaefer, Trans Associates, provided an estimate of approximately \$300,000 for the traffic light construction at the intersection of Zion Road and Parkview Blvd. **FYI, no council action is requested.**

CATA Services 2025-2026. **Motion/2nd to remove Bellefonte Borough from CATA Services effective July 1, 2025.**

Centre County Transportation. **Motion/2nd to establish transportation through Centre County Transportation for Bellefonte Borough Residents beginning July 1, 2025.**

Loading and Unloading on Spring Street Memo. **Motion/2nd to approve the recommendations from LTAP Mark Hood for S. Spring Street.**

X. NEW BUSINESS

XI. PUBLIC COMMENT REGARDING ISSUES NOT ON THE AGENDA

This Public Comment period is for oral comments regarding items not listed on this meeting agenda. Speakers shall identify themselves by name and street, municipality, if outside of the Borough of Bellefonte. Comments are limited to three (3) minutes maximum.

XII. COUNCIL MEMBER COMMENTS/FOR THE GOOD OF THE ORDER

Please try to limit all comments/rebuttals to three minutes maximum.

XIII. ADJOURNMENT

The council meeting will be adjourned at or as close as possible to 9:00 PM.

The Council Public Comment Policy and the 2025 List of Goals/action items will be included with each Agenda.

Centre County Recycling and Refuse Authority

April 2025 | Municipal Newsletter

Katrina Pope - Office Manager



AUTHORITY SERVICES

- To see a complete list of services we provide and information on how or where to recycle, check out our website at CentreCountyRecycles.org.
- Our rates will remain the same for 2025 for the majority of our services. Your monthly rate is set by your hauler and may change at their discretion.
- **Curbside Recycling** is available in Marion Township, Walker Township, Howard Township, and Howard Borough for \$9 per month. Interested residents should contact CCRRA at (814) 238-7005.
- In the first quarter, the transfer station crew processed over **26,119** tons of refuse and the recycling crew processed more than **2,481** tons of inbound recycled material.
- Illegal dumping continues to be an issue throughout our county. In the first quarter, our Ordinance Enforcement Officers collected more than **6,622** lbs of illegally dumped material (trash, recycling, and scrap metal) and **24** illegally dumped tires.
- Have a community event coming up? Questions about changing or adopting an ordinance to require garbage or recycling collection? CCRRA staff are available to attend your meetings and events, at your request.
- Our annual Household Hazardous Waste Collection Event will be held April 25-26 at our facility. Registration is free and can be found at CentreCountyRecycles.org. It is important to register to pick a drop off time. A comprehensive list of accepted items can also be found at our website.
- CCRRA is holding a Tire Collection Event on Saturday, May 3 from 8am-1pm for Centre County residents. Residents must register at CentreCountyRecycles.org to pick a time slot. Residents may bring up to 12 tires, free of charge, to this event.
- CCRRA offers **Clearstream Recycling Containers** for Special Event Recycling. Look for our recycling options at events such as ArtsFest, People's Choice Festival, Philipsburg Heritage Days, The Antique Machinery Shows, the Grange Fair and many more!



For this **free** service contact our Commercial Recycling Coordinator Ed Hicks by email ehicks@centrecountyrecycles.org or phone (814) 238-7005.

- Want a tour of our CCRRA facility? To request a tour for your group, just give us a call and ask for Amy!
- CCRRA produces and mails a quarterly newsletter to all municipal offices. If you are not currently on our newsletter mailing list, please let us know and we would be happy to add you. It is also delivered to subscribers through the Centre Daily Times, Centre County Gazette, and the Philipsburg Journal.
- Check out our new Recycling App - **RecycleCoach**! A FREE download from the App Store. A great tool at your fingertips to help you decide if an item is recyclable. Just scan the QR Code below with your camera app!
- CCRRA offers waste audits and educational materials for businesses and institutions to assist in your recycling efforts. Contact our Commercial Recycling Coordinator Ed Hicks for details. Email ehicks@centrecountyrecycles.org or phone (814) 238-7005.



GRANT FUNDING UPDATES

We are pleased to announce Centre County's DEP Grant 902 Round 62 recipients:

Bellefonte Borough | \$200,000

Centre County Recycling and Refuse Authority | \$200,000

Philipsburg Borough | \$200,000

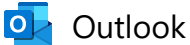
Snow Shoe Township | \$85,000

Spring Township | \$200,000

State College Borough | \$200,000

Centre County Recycling and Refuse Authority | \$200,000

Act 101, 902 Grants Recycling Program Development and Implementation Grants reimburse counties and municipalities 90 percent of eligible recycling program development and implementation expenses. Municipalities must meet certain eligibility requirements. CCRRA is available to answer questions about these grants and to assist in the application process. We will notify Centre County municipalities when the DEP announces the next grant round.



Columbia Gas Project on E. Linn St

From Matt Auman <mauman@bellefontepa.gov>

Date Tue 4/22/2025 9:31 AM

To Donald Holderman <dholderman@bellefontepa.gov>; Alyssa Doherty <adoherty@bellefontepa.gov>; Melissa McCullough <mmccullough@bellefontepa.gov>; Julie Brooks <jbrooks@bellefontepa.gov>

Hello all,

I wanted to pass along that Columbia Gas will be starting the E. Linn St gas main and service line replacements from Armor St to Shugert Lane starting 5/5/25. The project will start at the intersection of E. Linn St / Armor St and move west towards N. Allegheny St, they are planning to be down near the intersection of E. Linn St / N Allegheny St after the school years ends to help avoid traffic and pedestrian issues. From Allegheny St to Shugert Lane they will only be replacing service lines and that work will be done between the sidewalk and the home owners property. The work is supposed to be completed by September. We informed Columbia Gas that there were a couple of Bed & Breakfasts that they need to be aware of, and to make sure that they do not park any vehicles or equipment in front of them over night. The residents will be receiving notification from Columbia Gas when the project will start and a point of contact for any issues that may arise. Please make sure we get this information posted on our website and social media and if you have any questions please let me know.

Thanks
Matt

BELLEFONTE BOROUGH COUNCIL
Regular Meeting
MEETING MINUTES
April 21, 2025 - 7:30 p.m.
301 N. Spring Street, Suite 200, Bellefonte, Pennsylvania 16823
www.bellefonte.net

I. CALL TO ORDER (Council President Barbara Dann) The April 21, 2025 meeting of the Bellefonte Borough Council was called to order at 7:30 p.m.

II. PLEDGE OF ALLEGIANCE

III. MEMBERS PRESENT

Mr. Kent Bernier --EXCUSED
Mr. Randall Brachbill
Ms. Deborah Cleeton, *Pro Tempore*
Ms. Barbara Dann, *President*
Mr. Douglas Johnson, *Vice President*
Ms. Shawna McKean
Ms. Rita Purnell
Ms. Johanna Sedgwick
Ms. Joanne Tosti-Vasey
Mr. Christian Larson, *Jr. Council Member*
Ms. Jalyn Meckley, *Jr. Council Member*
Mayor Buddy Johnson

STAFF PRESENT

Mr. Don Holderman, Interim Borough Manager
Bill Witmer, Police Chief

IV. ADDITIONS TO THE AGENDA

In accordance with Act 65 of 2021, If a matter is not on the Agenda, Council cannot take official action on it with some exceptions. The Council can act on matters relating to potential or real emergencies. Council may add a matter of agency business to its agenda through a majority vote. The Council should state the reason why the action item is being added to the agenda. Council may vote to add an action item(s) to the agenda.

Brachbill: Suggested the additional discussion of a grant application in support of the Bellefonte Water Association as an action item under VI: Communications.

Brachbill motioned, Sedgwick seconded. No further discussion, roll call vote, and motion carried.

Mr. Kent Bernier	EXCUSED	Ms. Shawna McKean	yes
Mr. Randy Brachbill	yes	Ms. Rita Purnell	yes
Ms. Deb Cleeton	yes	Ms. Johanna Sedgwick	yes
Ms. Barbara Dann	yes	Ms. Joanne Tosti-Vasey	yes
Mr. Doug Johnson	yes		

V. PUBLIC COMMENT (Oral)

Borough Council intends to take public comment related to the motion that is on the floor after it has been duly made and seconded. The order of comment will be public comment and then council comment including, proposed amendments by council members. If amendments are proposed to the original motion, the public will then only comment on the amendment(s) before final votes are taken. You must be a Bellefonte resident, non-profit representative, business owner, or an official representative of another governmental agency. Speakers shall identify themselves by name and street, municipality, if outside of the Borough of Bellefonte. Comments are limited to three (3) minutes.

NONE

VI. COMMUNICATIONS (written)

Glenn Thompson- Fiscal Year 2026 Appropriations Forms and Deadlines. Call for a motion to approve the Bellefonte Waterfront Property to submit an application, which is similar to the one submitted for 2025.

Tosti-Vasey motioned, McKean seconded. Further discussion included: Similarities between applications from last year to present, need for a letter of support from Council to assist with approval. Roll call vote, and motion carried.

Mr. Kent Bernier	EXCUSED	Ms. Shawna McKean	yes
Mr. Randy Brachbill	yes	Ms. Rita Purnell	yes
Ms. Deb Cleeton	yes	Ms. Johanna Sedgwick	yes
Ms. Barbara Dann	yes	Ms. Joanne Tosti-Vasey	yes
Mr. Doug Johnson	yes		

Community Development Block Grant (CDBG) FFY 2025 Proposed Schedule. More discussion to come. Tosti-Vasey: Funding has been obtained for the restoration of the suspension bridge downtown; it would be worthwhile to begin focusing on some of the other projects which have been outlined. No Council action requested.

The Journal of School Safety PA SRO Treats students to Unique Bus Ride. No Council action requested.

Talleyrand Park Clap Song (Earth is Home) video. *Video was played*. Video was released for Earth Day, to celebrate the natural beauty of Centre County.

VII. CONSENT AGENDA (will be acted upon by a single motion unless otherwise noted)

All items listed on the Consent Agenda are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council request specific items to be removed for separate action.

Consent Agenda includes the following items:

1. Finance	Budget v. Actual March 2025
2. Finance	Budget v. Actual Summary March 2025

3. General	DRAFT Council Meeting Minutes April 2, 2025
4. General	DRAFT Council Meeting Minutes April 7, 2025
5. Finance	Voucher Summary March 2025
6. Finance	Treasurer's Report March 2025

Call for a motion to approve the above Consent Agenda. Brachbill Motioned, Cleeton seconded. No further discussion, roll call vote, and motion carried.

Mr. Kent Bernier	EXCUSED	Ms. Shawna McKean	yes
Mr. Randy Brachbill	yes	Ms. Rita Purnell	yes
Ms. Deb Cleeton	yes	Ms. Johanna Sedgwick	yes
Ms. Barbara Dann	yes	Ms. Joanne Tosti-Vasey	yes
Mr. Doug Johnson	yes		

VIII. REPORTS**Mayor Johnson**

Proclamation regarding Mount Nittany Health Week (May 11-17) will occur at the next meeting.

Police (Chief Witmer)

- Report Submitted

Parking

Report Submitted

Office of Community Affairs (OCA)/Historical and Architectural Review Board (HARB)

The Planning Commission meeting on April 14, 2025 had to be cancelled last minute due to there not being a quorum. The meeting has been rescheduled for Tuesday, April 22, 2025, at 8:30AM in the Large Meeting Room.

The HARB will meet Tuesday, April 22, 2025, at 8:30AM in the Oak Room.

Interim Borough Manager

March 2025 Report

IX. COMMITTEE REPORTS

Environmental & Parks Committee

- March & April 2025 Report Submitted - Tosti-Vasey offered a summary.

Ordinance ad hoc Committee

- March & April 2025 Report Submitted - Tosti-Vasey offered a summary.

Finance & Administration Committee

- March & April 2025 Report Submitted

Infrastructure & Public Works Committee

- March & April 2025 Report Submitted - Brachbill offered a summary.

Streets Committee

- March & April 2025 Report Submitted - Johnson offered a summary.

X. LIAISON REPORTS

Bellefonte Intervalley Chamber of Commerce: Submitted

Centre County Library Board: Submitted

Workplace Safety Committee: Submitted

XI. CURRENT and OLD BUSINESS

Approval of Ordinance No. 04072025-01 Amendment to Chapter 108: Police Department.

Call for a motion to approve Ordinance No. 04072025-01.

Cleeton motioned, Brachbill seconded. Further discussion included: Tosti-Vasey asking for clarification as to whether or not this Ordinance required public hearing. This one does not. Roll call vote and motion carried.

Mr. Kent Bernier	EXCUSED	Ms. Shawna McKean	yes
Mr. Randy Brachbill	yes	Ms. Rita Purnell	yes
Ms. Deb Cleeton	yes	Ms. Johanna Sedgwick	yes
Ms. Barbara Dann	yes	Ms. Joanne Tosti-Vasey	yes
Mr. Doug Johnson	yes		

Approval of Ordinance No. 04072025-02 Amendment to Chapter 482: Solid Waste. Call for a motion to approve Ordinance No. 04072025-02.

Cleeton motioned, McKean seconded. Further discussion included: Possibility of moving this entire item to the ordinance committee, due to concerns over a need for updated language. Additional concerns over the source of funding for brush pick-up, confusing fees, and absence of service dates. These matters were resolved. Roll call vote and motion carried.

Mr. Kent Bernier	EXCUSED	Ms. Shawna McKean	yes
Mr. Randy Brachbill	yes	Ms. Rita Purnell	yes
Ms. Deb Cleeton	yes	Ms. Johanna Sedgwick	yes
Ms. Barbara Dann	yes	Ms. Joanne Tosti-Vasey	yes
Mr. Doug Johnson	yes		

Keystone Municipal Services Engagement Agreement for Recruitment Services for Bellefonte Borough. Call for a motion to approve the Engagement Agreement for Recruitment Services for Bellefonte Borough.

Tosti-Vasey motioned, Brachbill seconded. No further discussion, roll call vote, and motion carried.

Mr. Kent Bernier	EXCUSED	Ms. Shawna McKean	yes
Mr. Randy Brachbill	yes	Ms. Rita Purnell	yes
Ms. Deb Cleeton	yes	Ms. Johanna Sedgwick	yes
Ms. Barbara Dann	yes	Ms. Joanne Tosti-Vasey	yes
Mr. Doug Johnson	yes		

Memo: Selection of Laurel Asphalt for Stamped Crosswalks. No Council action required.

XII. NEW BUSINESS

Information on the Bell proposed for Talleyrand Park. No Council action required.

Recommendation to the Planning Commission to limit the number of adult-oriented businesses in the Commercial Districts. Call for a motion to recommend the Planning Commission to limit the number of adult-oriented businesses in the Commercial Districts.

Brachbill motioned, Tosti-Vasey seconded. Further discussion included: Concerns that there are simply too many adult businesses downtown, ideas around implementing zoning rules and regulations pertaining to like-businesses. Roll call vote and motion carried.

Mr. Kent Bernier	EXCUSED	Ms. Shawna McKean	yes
Mr. Randy Brachbill	yes	Ms. Rita Purnell	yes
Ms. Deb Cleeton	yes	Ms. Johanna Sedgwick	yes
Ms. Barbara Dann	yes	Ms. Joanne Tosti-Vasey	yes
Mr. Doug Johnson	yes		

XIII. PUBLIC COMMENT REGARDING ISSUES NOT ON THE AGENDA

This Public Comment period is for oral comments regarding items not listed on this meeting agenda. Speakers shall identify themselves by name and street, municipality, if outside of the Borough of Bellefonte. Comments are limited to three (3) minutes maximum.

NONE

XIV. COUNCIL MEMBER COMMENTS/FOR THE GOOD OF THE ORDER *Please try to limit all comments/rebuttals to three minutes maximum.*

Brachbill: Asks the public for patience while he continues to respond to the numerous calls he has received, and wants to assure anyone who has contacted him that he will be getting back to them.

Dann: Spring is in bloom in Bellefonte! Encourages residents to take a walk along the waterfront Downtown and to look at the trees :)

Cleeton: Nicer weather is upon us! Encourages those of us travelling by car to be more cautious of those who are walking/riding a bike, and encourages anyone riding a bike to wear a helmet.

Tosti-Vasey: Tomorrow is Earth Day! Encourages residents to take care of the planet.

XV. ADJOURNMENT

Brachbill motioned to adjourn the meeting. Tosti-Vasey seconded. Meeting was adjourned at 8:36 PM.



122 East High Street
Bellefonte, PA 16823
T: 814 355 8235
F: 814 355 1304

919 University Drive
State College, PA 16801
T: 814 231 1850
F: 814 231 1860

March 15, 2025

Bellefonte Borough
301 North Spring Street, Suite 200
Bellefonte, PA 16823

ACCOUNT NO 12637.001A JWS

INVOICE NO. 177026



Solicitor

FEES THROUGH 03/15/2025

		HOURS	
02/18/2025	Emails with Ralph re: Beck Settlement offer	0.30	
02/20/2025	Email response to Attorney Schoonover re: settlement (Beck)	0.10	
02/25/2025	Email to Ralph re: opinion on employee being on Shade Tree Commission; Email re: waterworks	0.40	
02/26/2025	Review Waterfront Cooperative Agreement; Email to Ralph	0.50	
02/28/2025	Emails about math error on low bidder's bid	0.20	
03/13/2025	Telephone call from Barb Dann	0.30	
	FOR CURRENT SERVICES RENDERED	<u>1.80</u>	<u>333.00</u>

RECAPITULATION

HOURS	RATE	TOTAL
1.80	\$185.00	\$333.00

Please Detach and Return This Portion With Your Remittance

Please Charge \$ _____ on the following:

☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Card Number

Exp. Date (required)

Card Holder Signature

Security Code

Amount:

Statement Date: 03/15/2025

Client: Bellefonte Borough

Account No. 12637.001

Solicitor

HOURS

TOTAL CURRENT CHARGES 333.00

PRIOR MONTH BALANCE *pd.* \$566.00

TOTAL BALANCE DUE \$899.00

333.00

PAST DUE AMOUNTS

<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
899.00	0.00	0.00	0.00	0.00	0.00



HISTORIC
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Est. 1795

Buddy Johnson, Mayor
Commitment to Community

PROCLAMATION

WHEREAS, Centre Gives was established in 2012 as a 36-hour online giving event designed to bring attention to our local network of nonprofits, provide a platform for them to raise money, and impart fundraising best practices; and

WHEREAS, since 2012, the event has invested over \$19,700,000 into our local nonprofit network, providing much-needed operational support to missions of many kinds: arts, animals, education, environment, and health and social services; and

WHEREAS, Centre Gives began with 74 local nonprofits; 220+ organizations will be participating in the fourteenth year; and

WHEREAS, our community has embraced Centre Gives, making over 131,500 gifts during the combined 468 total hours of this online event; and

WHEREAS, we invite all community members to visit CentreGives.org beginning at 8:00 AM on Wednesday, May 14, 2025 to donate to one or more of your favorite nonprofits.

NOW, THEREFORE, BE IT RESOLVED, I, Gene "Buddy" Johnson, Mayor of the Borough of Bellefonte, Pennsylvania, do hereby proclaim **May 14-15, 2025** as "**Centre Gives Days**" in Centre County, and encourages all citizens to give back to the community in any way that is personally meaningful.

ADOPTED THIS 5TH DAY OF MAY 2025.

Gene "Buddy" Johnson, Mayor
Borough of Bellefonte



HISTORIC
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Est. 1795

Buddy Johnson, Mayor
Commitment to Community

Mount Nittany Health Week Proclamation

WHEREAS, the week of May 11th-17th, 2025, is recognized as National Hospital Week, a time to celebrate the vital contributions of hospitals, health systems, and healthcare workers to our communities; and

WHEREAS, Mount Nittany Health, with its 2,500 employees, including more than 220 providers, has provided more than 120 years of service and outstanding healthcare to our region; and

WHEREAS, the Mount Nittany Health team is a trusted partner in bringing compassionate, expert care in serving the healthcare needs of our families, neighbors, and friends; and

WHEREAS, Mount Nittany Health welcomes *all* patients, visitors, staff, providers, students, and volunteers without exception, embracing the values of teamwork and respect; and

NOW, THEREFORE, the Borough of Bellefonte and I, Gene “Buddy” Johnson, Mayor of Bellefonte Borough, Centre County, Pennsylvania, do hereby proclaim May 11th-17th, 2025, as Mount Nittany Health Week and commends the board, leadership and entire Mount Nittany Health team for its record of service to the region.

Dated: May 5th, 2025

Gene “Buddy” Johnson, Mayor
Borough of Bellefonte

Bellefonte Borough Council Packet May 5, 2025
Junior Council Member Report
May 5, 2025
(My last report)

- Junior Council Member Report will be provided at the first meeting of every month.
- Please contact me if you have any questions or topics you would like me to look into.

School Report:

- Senior Trip was April 24th through April 26th in Washington D.C.
- Safe driving presentation
- Law Day for seniors was supposed to be May 1st
 - Cancelled
- School store trip to Hershey
- Underclassman Prom was May 3rd
- Senior Ball will be May 17th
- Senior Activities start May 26th
- Seniors' all night party is May 31st
- Awards night is June 3rd
- Graduation is June 7th

Extra Curricular Report:

- MiniThon announced they have raised \$12,400 this year!
- Students attended Envirothon
 - First place for the third year in a row
- Majorettes placed first in their state championship

PLANNING:

The Planning Commission met on Tuesday, April 22nd – the agenda, meeting minutes, and relevant documents are in your packet. PC reviewed two SALDO (Subdivision and land development Ordinance) plans and recommend to Borough Council for approval:

Preliminary/Final Plan for Mach-1 Slalom Clubhouse

- This is for a small clubhouse structure to be constructed on Sunnyside Boulevard where the current storage building is for the Mach-1 kayaking club. Because of the minimal size of land disturbance, this plan does not require a formal E&S plan or a stormwater management plan. The Borough Engineer (Don Franson) and Conservation District (Jim Coslo) gave recommendations for mitigating stormwater and erosion control.

Preliminary/Final Plan for Lot Addition from Lands of Cuz Holdings, LLC to Lands of Mount Nittany Medical Center

- Mount Nittany Medical Center purchased the former Weis property at 915 E Bishop Street and the parcel of vacant land beside it. They plan to consolidate these two parcels plus an additional portion of the land that is the former Armory, owned currently by Cuz Holdings LLC. Once the lot consolidation is complete, MNMC will move forward with plans to develop the land to add more medical services for the community.

The next Planning Commission meeting for Monday May 12th at 5:00 p.m. in the Large Meeting Room.

~~~~~  
**ZONING:**

Zoning inquiries, research, and projects are increasing and ongoing. It's keeping me busy.

~~~~~  
HARB:

HARB met on April 22nd . The agenda and meeting minutes are in your packet. There were no projects for final review and the Administrative Approvals are listed on the agenda.

The next scheduled HARB meeting is set for Tuesday, May 13th at 8:30 a.m. in the Oak Room.

AGENDA

**BELLEFONTE BOROUGH PLANNING COMMISSION
LARGE MEETING ROOM, ARMORY BUILDING
301 NORTH SPRING STREET, BELLEFONTE
DATE: APRIL 22ND *, 2025 TIME: 5:00 P.M.**

** rescheduled from April 14 meeting*

CALL TO ORDER & ROLL CALL:

Mr. Robert Dannaker, Chairman
Mr. James Mills, Secretary
Mr. Mark Edwards
Mr. Chris Morelli
Mr. David Lomison

APPROVAL OF MINUTES: March 18, 2025 meeting minutes

LAND DEVELOPMENT ACTIVITIES:

Preliminary/Final Plan for Mach-1 Slalom Clubhouse

- Pages 1-2: Transmittal and Application (*January 23, 2025*)
- Pages 3-6: LDP Review and Comment by Chris Schnure, CCPCDO (*February 3, 2025*)
- Pages 7-12: Century Engineering comments and revisions to County review (*March 25, 2025*)
- Pages 13-14: County Conservation District email re: E&S Plan (*February 20, 2025*)
- Pages 15: Borough Engineer email confirming that Stormwater Plan is not required (*February 20, 2025*)
- Pages 16-24: Lease Agreement between tenant, Mach-1, and property owner, Graymont. (*Submitted to PC March 25, 2025*)
- Page 25: UPDATED Mach-1 Slalom Clubhouse LDP, based on County review. (*March 25, 2025*)

Preliminary/Final Plan for Lot Addition from Lands of Cuz Holdings, LLC to Lands of Mount Nittany Medical Center

- Pages 1 Transmittal and Application (*March 28, 2025*)
- Pages 2-6: LDP Review and Comment by Chris Schnure, CCPCDO (*April 7, 2025*)
- Pages 7-13: HRG Comment response letter (*April 14, 2025*)
- Pages 14-15: Updated electronic LDP (*April 11, 2025*)

NEW BUSINESS & OLD BUSINESS: None

ORDINANCE ADDITIONS / UPDATES / AMENDMENTS: None

INFORMATION ITEMS:

- **Zoning Hearing Board, HARB, and Planning Commission vacancies** – If there is anyone interested in serving on these boards, please have them reach out to Gina Thompson.
- **Bellefonte Elementary:** County Conservation NPDES Inspection Report No. 2
- **Personnel:** Don Holderman has stepped in as Interim Borough Manager until a new manager is hired. He works 15 hours a week in the office.
- On April 9, I gave a presentation to KBB Realtors covering various Bellefonte projects, including land development, zoning, HARB, rentals, property maintenance, and more.

ADJOURNMENT: ____1ST ____2ND **TIME:** _____

**BELLEFONTE BOROUGH
PLANNING COMMISSION
MEETING MINUTES**

April 22, 2025 – 6:00 p.m.

** rescheduled from April 14 meeting*

**Large Meeting Room, Armory Building
301 North Spring Street, Bellefonte, PA 16823**

www.bellefonte.net

CALL TO ORDER:

The April 22, 2025 meeting of the Bellefonte Borough Planning Commission was called to order at 5:00 p.m.

MEMBERS PRESENT

Robert Dannaker, Chair
Mark Edwards
David Lomison
James Mills, Secretary

STAFF MEMBERS

Gina Thompson, Planning & Zoning Administrator

APPROVAL OF MINUTES – March 18, 2025

Lomison motioned to approve the March 18, 2025 minutes. Mills seconded. Motion carried.

LAND DEVELOPMENT ACTIVITIES

- **Preliminary/Final Plan for Mach-1 Slalom Clubhouse**
 - Land is owned by Graymont
 - Club members were present to discuss the proposed project.
 - Clubhouse for the rowing club that uses an existing modular home on the property as their clubhouse. The club wants to expand the facilities for club users. The property is used mostly for storage purposes. The property will have block foundation and footings.
 - Parking – cars are parked along Sunnyside Blvd, and all parked cars are completely off the street. There should be no increased need for parking.
 - There is email confirmation that there is no need for a formal ENS plan and no need for stormwater management.
 - Next step: zoning (public works, utilities – owners do plan to connect to water/sewer, etc) and building permit.
 - Pages 1-2: Transmittal and Application (January 23, 2025)
 - Pages 3-6: LDP Review and Comment by Chris Schnure, CCPCDO (February 3, 2025)
 - Pages 7-12: Century Engineering comments and revisions to County review (March 25, 2025)
 - Pages 13-14: County Conservation District email re: E&S Plan (February 20, 2025)

- Pages 15: Borough Engineer email confirming that Stormwater Plan is not required (February 20, 2025)
- Pages 16-24: Lease Agreement between tenant, Mach-1, and property owner, Graymont. (Submitted to PC March 25, 2025)
- Page 25: UPDATED Mach-1 Slalom Clubhouse LDP, based on County review. (March 25, 2025)

Edwards motioned and Mills seconded to approve this project. Motion carried. The project will be sent to Council for formal approval at their next meeting on May 5, 2025.

- **Preliminary/Final Plan for Lot Addition from Lands of Cuz Holdings, LLC to Lands of Mount Nittany Medical Center**
 - HRG and Mt. Nittany Medical Center were present to discuss the project.
 - Lot consolidation of the Weis/Barracks – adding approximately 2 acres for a total consolidated property of 9.18 acres.
 - Pages 1 Transmittal and Application (March 28, 2025)
 - Pages 2-6: LDP Review and Comment by Chris Schnure, CCPCDO (April 7, 2025)
 - Pages 7-13: HRG Comment response letter (April 14, 2025)
 - Pages 14-15: Updated electronic LDP (April 11, 2025)

Several residents offered public comment regarding this project and the High Street properties bordering this property. One resident raised a concerned property boundaries and deeds. It was suggested that concerned residents can hire a surveyor to survey the properties for accuracy.

It was noted that the borough does not require formal survey work to be done for minor projects such as fences and sheds, because often, a shed might cost \$500 and a professional survey might cost \$4000. It was further noted that property line disputes are not a Planning Commission issue and that these matters would need to be handled legally.

Edwards motioned and Lomison seconded to approve this project. Motion carried. The project will be sent to Council for formal approval at their next meeting on May 5, 2025.

NEW BUSINESS: NONE

OLD BUSINESS: NONE

ORDINANCE ADDITIONS / UPDATES / AMENDMENTS: (in order of priority): NONE

INFORMATION/DISCUSSION ITEMS

- DCED Zoning Hearing Board, HARB, and Planning Commission vacancies – If there is anyone interested in serving on these boards, please have them reach out to Gina Thompson.

- Bellefonte Elementary: County Conservation NPDES Inspection Report No. 2
- Personnel: Don Holderman has stepped in as Interim Borough Manager until a new manager is hired. He works 15 hours a week in the office.
- On April 9, Gina gave a presentation to KBB Realtors covering various Bellefonte projects, including land development, zoning, HARB, rentals, property maintenance, and more.
- Waterfront update: Penterra is submitting a lot consolidation plan to consolidate the 3 lots into 2 and the final LDP – hopefully within the next few weeks.

ADDITIONS (after meeting agenda and packet was sent out): NONE

ADJOURNMENT

Lomison motioned to adjourn. Edwards seconded. Motion carried. Meeting adjourned at 6:50p.m.

CALL TO ORDER:

Attendance:

Members	Alternates	Guests
Walt Schneider, Chair	Amy Kelchner	
Megan Tooker, Vice Chair	Robert Wagner (CRCA)	
Philip Ruth	<i>vacancy</i>	
Mike Leakey		
Marc McMaster		
Maria Day		
Gay Dunne		

Approval of the HARB meeting minutes: February 25, 2025

The meetings scheduled for March 11th and March 25th were canceled due to a lack of projects requiring formal review.

Public Comment:

Additions / Corrections to the Agenda:

Declaration of Conflict of Interest / Declaration of Ex Parte Communication:

Project Review:

- **176 East Curtin** – Renovation of existing one-story concrete block garage into 1 1/2 story dwelling. Conceptual design only.

Administrative Approvals:

- **347 E. Linn Street (Stewart)** – roof replacement and repair: shingles, rubber EPDM, paint and repair dormers, replace fascia board, repaint woodwork
- **120 W. High Street (Elks)** - Replace the gutters on the front porch of the building. Current gutters are half round and will be replaced with half round gutters, same color.
- **378 Phoenix Avenue (KV Nails)** – Signage for new business. Size: 24" x 89", AlumPanel store front signage that is matching other signage background colors in the plaza, with KV Nails as the text in black and light blue shadowing effect. Maker: Signs of Excellence.
- **380 Phoenix Avenue (Revival Health & Rehab)** – Signage for new business. Size: 24" x 89" and 11" x 46" (two sided), Colors: beige and black. AlumPanel sign on front of building above entrance and two-sided AlumPanel sign on the shopping center ground sign by road. Maker: Pine Creek Designs, Chris Weaver.

Information / Discussion Items:

- Frank Grumbine, Community Preservation Coordinator from PHMC, will be here to discuss any questions regarding the new Historic District Design Guidelines and provide guidance on how to functionally implement them.
- I continue to work with Centre Region Code Administration on property maintenance issues. If you have any concerns about a specific property, please let me know.
- List of new businesses in downtown commercial district this year so far:
 - Bishop W 120 – Astrid Glo Beauty, LLC
 - Allegheny N 110 – Smoke Shop
 - High E 117 – Lucid Ink
 - Allegheny N 105 – Midnight Munchies
 - Spring N 105 – Happy Valley Cleaning
 - Allegheny S 107 – Every Season Home & Living
 - Phoenix 378 – KV Nails
 - Potter S 167 – The Parlor / Belle City Bites
 - High E 111, Suite 1 – Family Building Adoptions
 - Bishop W 106 – Shaky Hands Coffee Shop
 - High W 221, Suite 1200 – Overcomer Medical Clinic
 - Phoenix 380 – Revival Health & Rehab
- Don Holderman has been hired as the interim Borough Manager until a replacement is found. He is part-time and works approximately 15 hours a week in the office.

Old Business:

- At the March 3, 2025 meeting, Council approved the revised designs of Building 1 (hotel) and Building 2 (garage, condo, commercial) of the Bellefonte Waterfront Project.
- I'm still working on amending the sign ordinance to remove certain types of signs and lights from Historic District.
- We had discussed at the last meeting adding language in the ordinance for an "after the fact" application fee for projects that are done without prior approval. This fee would be significantly greater than the normal application fee. I haven't had a chance yet to look into this, but I will try to in the next few months.

New Business:

- Gay Dunne resignation from HARB
- Appointment of Amy Kelchner from alternate to permanent member
- Recommendations for HARB alternate, Planning Commission, and Zoning Hearing Board vacancies.

Adjournment:

**HISTORICAL ARCHITECTURAL REVIEW BOARD
BELLEFONTE BOROUGH**

(DRAFT) MEETING MINUTES

April 22, 2025 - 8:30 a.m.

Oak Room/Small Meeting Room, 1st FLOOR

301 N. Spring Street

Bellefonte, PA 16823

www.bellefonte.net

CALL TO ORDER:

The April 22, 2025 regular meeting of the Bellefonte Borough Historical Architecture Review Board (HARB) was called to order at 8:30 a.m.

MEMBERS PRESENT:

Walt Schneider, Chair
Mike Leakey
Marc McMaster
Maria Day
Philip Ruth
Amy Kelchner

MEMBERS ABSENT:

Gay Dunne (resigned)
Megan Tooker, Vice Chair (ABSENT)

NOTE: Ms. Dunne resigned from HARB due to personal reasons. Amy Kelchner will be recommended to fill the vacancy and HARB will be advertising to try to fill the 2 Alternate vacancies.

STAFF MEMBERS:

Gina Thompson, HARB Administrator

GUESTS:

Joanne Tosti-Vasey
Barb Dann
Ann Marie Bellor (176 E Curtin)
Matt Bellor (176 E Curtin)

Approval of the HARB meeting minutes: February 25, 2025

The meetings scheduled for March 11th and March 25th were canceled due to a lack of projects requiring formal review.

McMaster motioned to approve the minutes of the February 25, 2025 meeting. Ruth seconded. No discussion. Motion carried.

Public Comment: NONE

Additions / Corrections to the Agenda: NONE

Declaration of Conflict of Interest / Declaration of Ex Parte Communication: NONE

Thompson notes:

- Mike Leakey is the architect for the 176 E Curtin Street project and also working on the renovations for the Phoenix Avenue businesses (under administrative approval)

Project Review:

- **176 East Curtin** – Renovation of existing one-story concrete block garage into 1 1/2 story dwelling. Conceptual design only.
 - The owners were present to discuss the project and they are adding a carriage house/small dwelling with a screened in porch to the existing structure.

Thompson notes:

- Current garage, converting to garage house, adding half story
- Screen porch
- Need to look into zoning for maximum allowable height and parking regulations
- History of garage is maybe 1960s, house was built in 1915
- A survey needs to be done to determine the property boundaries
- How will the power lines impact chimney placement
- Materials: drivet system, standing seam roof or metal shingle, Anderson or Marvin windows, composite

Administrative Approvals:

- **347 E. Linn Street (Stewart)** – roof replacement and repair: shingles, rubber EPDM, paint and repair dormers, replace fascia board, repaint woodwork
- **120 W. High Street (Elks)** - Replace the gutters on the front porch of the building. Current gutters are half round and will be replaced with half round gutters, same color.
- **378 Phoenix Avenue (KV Nails)** – Signage for new business. Size: 24" x 89", AlumPanel store front signage that is matching other signage background colors in the plaza, with KV Nails as the text in black and light blue shadowing effect. Maker: Signs of Excellence.
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Information / Discussion Items:

- Frank Grumbine, Community Preservation Coordinator from PHMC, was present to discuss any questions regarding the new Historic District Design Guidelines and provide guidance on how to functionally implement them.

Thompson notes: Discussion about the new guidelines being a living document that can be changed or updated to reflect what is needed for the Bellefonte HARB review. Recommended to review the document annually to see what, if anything, needs to be changed based on the previous year's reviews. Use guidelines as a tool for approval or denial of projects.

- Gina continues to work with Centre Region Code Administration on property maintenance issues. If you have any concerns about a specific property, please let Gina know.

Thompson notes: Mr. Schneider went through a list of properties that are in the Historic District that CRCA is working on for compliance: Beaver Farm schoolhouse, "Castle House" on Thomas St, Academy Gatehouse, TMG Builders retaining wall.

- List of new businesses in downtown commercial district this year so far:
 - Bishop W 120 – Astrid Glo Beauty, LLC
 - Allegheny N 110 – Smoke Shop
 - High E 117 – Lucid Ink
 - Allegheny N 105 – Midnight Munchies
 - Spring N 105 – Happy Valley Cleaning
 - Allegheny S 107 – Every Season Home & Living
 - Phoenix 378 – KV Nails
 - Potter S 167 – The Parlor / Belle City Bites
 - High E 111, Suite 1 – Family Building Adoptions
 - Bishop W 106 – Shaky Hands Coffee Shop
 - High W 221, Suite 1200 – Overcomer Medical Clinic
 - Phoenix 380 – Revival Health & Rehab
- Don Holderman has been hired as the interim Borough Manager until a replacement is found. He is part-time and works approximately 15 hours a week in the office.

Old Business:

- At the March 3, 2025 meeting, Council approved the revised designs of Building 1 (hotel) and Building 2 (garage, condo, commercial) of the Belleville Waterfront Project.
- Gina is still working on amending the sign ordinance to remove certain types of signs and lights from Historic District.
- We had discussed at the last meeting adding language in the ordinance for an "after the fact" application fee for projects that are done without prior approval. This fee would be significantly greater than the normal application fee. Gina hasn't had a chance to look into this, but she will try in the next few months.

New Business:

- Gay Dunne resignation from HARB
- Appointment of Amy Kelchner from alternate to permanent member

Ruth motioned and Leakey seconded to appoint Amy Kelchner as a permanent member of HARB. Motion carried unanimously.

- Recommendations for HARB alternates, Planning Commission, and Zoning Hearing Board vacancies.

Adjournment:

With no other business to come before HARB the meeting adjourned at 9:47am.



HISTORIC
Bellefonte[™]
Est. 1795

MEMO

Date: For Council meeting May 5, 2025
To: Bellefonte Borough Council
Subject: **Federal Fiscal Year Agreements for Talleyrand Park
Suspension Bridge Project**

SEDA-COG is requesting Council's approval of three Community Development Block Grant (CDBG) subrecipient agreements for the Talleyrand Park Suspension Bridge project. One signed agreement must be on file for each year of funding. The first agreement is for Federal Fiscal Year 2022 in the amount of \$90,052, the second agreement is for Federal Fiscal Year 2023, in the amount of \$97,993, and the third agreement is for Federal Fiscal Year 2024, in the amount of \$96,163 effective November 13, 2024 (which is the clearance date of the environmental review) through November 30, 2026 (the grant expenditure deadline).

The proposed scope of work includes rehabilitation of the Talleyrand Park pedestrian suspension bridge which will facilitate ADA accessibility. This will consist of replacing wood on the bridge with a composite material. Additionally, an ADA-compliant concrete connector path will be constructed from the current park pathway to the existing rest/picnic area. A new, ADA-compliant permanent, concreted picnic table will be installed to provide an accessible rest and picnic area for disabled residents.

**COUNTY "ON BEHALF OF"
SUBRECIPIENT AGREEMENT**

**CENTRE COUNTY
OFFICE OF THE COMMISSIONERS
OBO BELLEFONTE BOROUGH
FEDERAL FISCAL YEAR 2022**

THIS SUBRECIPIENT AGREEMENT made and entered into this 5th day of May, 2025.

BY

AND

BETWEEN

Centre County, hereinafter referred to as "COUNTY", with its principal place of business at:

420 Holmes Street
Bellefonte, PA 16823-1401

AND

Bellefonte Borough, hereinafter referred to as an "on behalf of" recipient "OBO", with its principal place of business at:

301 North Spring Street
Bellefonte, PA 16823

WITNESSETH:

WHEREAS, the Pennsylvania Department of Community and Economic Development (DCED) has awarded the OBO an FFY 2022 Community Development Block Grant (CDBG); and

WHEREAS, the COUNTY is required by P.L. 179 and the contract from DCED to apply for CDBG funding and assist OBO with grant administration, project development, and project management; and

WHEREAS, OBO acknowledges that they shall comply with federal and state regulations.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
THE SERVICES OF OBO**

- A) Subject to the terms of this AGREEMENT, the COUNTY hereby grants to the OBO out of FFY 2022 appropriated to the COUNTY by DCED in accordance with the CDBG Program funds in the amount of ninety thousand fifty-two dollars (\$90,052), or such portion thereof as may be required. Which said grant is made subject to the condition that it shall be used by the OBO to carry out the following activity:

Talleyrand Park Suspension Bridge RAB

- B) This grant is further conditioned upon the Activity Description (DCED-CDBG-007), Project Budget (DCED-CDBG-012), Project Timetable (DCED-CDBG-0013), maps, and other project activity documentation submitted to and approved by Pennsylvania Department of Community and Economic Development (DCED), as included in Appendix A, hereto attached, and any budget revision/modification subsequently approved by DCED.

**ARTICLE II
COMPLIANCE WITH DCED, UNIFORM GUIDANCE, AND COUNTY REQUIREMENTS**

All activities authorized by this AGREEMENT shall be performed in accordance with the CDBG Program Entitlement Grant Regulations 24 CFR Part 570 and other applicable federal and state statutes and regulations and special conditions, relevant directives and guidelines provided by DCED and/or the COUNTY. The OBO acknowledges that this AGREEMENT is subject to all requirements as set forth in the AGREEMENT and further agrees that it will comply with all future requirements established by DCED or the COUNTY.

The OBO also agrees to comply with Office of Management and Budget 2 CFR 200, entitled "Uniform Administrative Requirements for Federal Awards."

**ARTICLE III
CONSULTANT**

COUNTY has designated SEDA-Council of Governments' (SEDA-COG) Community Development Program, 201 Furnace Road, Lewisburg, PA 17837, as its Consultant for the implementation, oversight, and administration of this Program. OBO hereby agrees to recognize this agency designation, engage SEDA-COG, cooperate fully, and accept direction from SEDA-COG's Community Development staff in the same manner as if provided by COUNTY. OBO further acknowledges that SEDA-COG shall review and approve any and all release of CDBG funds allocated to OBO under the terms of this AGREEMENT, and decisions of SEDA-COG and COUNTY shall be final.

**ARTICLE IV
EFFECTIVE DATE AND TERMINATION DATE**

Subject to the provisions of this AGREEMENT and the availability of state and federal funds, the term of this AGREEMENT shall be effective on November 13, 2024, and shall terminate on November 30, 2026. The OBO acknowledges that failure to complete the entire project, assisted in whole or in part by

these funds, on or before this termination date, shall render the project ineligible and require repayment/surrender of all CDBG funds.

**ARTICLE V
FISCAL DUTIES OF THE SUBGRANTEE**

- A) The funds under this AGREEMENT will be paid upon receipt of copies of approved, eligible invoices and receipt of funds by the COUNTY. COUNTY checks will be payable to the contractor/vendor, or in special circumstances, as preapproved by COUNTY or its Consultant to the OBO as reimbursements.
- B) In the case of direct costs incurred by the OBO, payment will be made by the COUNTY upon receipt of a certified statement of said costs. Requests shall be on the attached form(s) or as provided by the COUNTY.
- C) The OBO agrees that it will use the funds granted hereunder or as much as may be necessary to complete the aforesaid approved activity in accordance with the terms proposed. If, after all or any part of the funds have been paid, the OBO decides to terminate or alter the activity, and said activity is not consistent with federal and state program regulations, DCED or COUNTY may require repayment or redirection of the funds theretofore paid.
- D) In the event that DCED or COUNTY shall require repayment or redirection of use of all, or a portion of the funds granted herein, the repayment or redirected use shall include, if any, all interest, income, accumulations, and the monetary equivalent of any appreciation in value of any property (real, personal, or mixed) purchased with the funds granted herein. Upon request by DCED or the COUNTY for repayment, a check shall be written by the OBO for the principal plus the total of any such interest, income, accumulations, or appreciation in value.
- E) The OBO agrees to avail all books and records to the COUNTY in order to facilitate any audit required by the COUNTY and/or DCED.
- F) Any income received by the OBO resultant from the use of these CDBG funds are to be transferred to the COUNTY. COUNTY shall document and report this income as required by DCED and reallocate to the OBO any entitled share of this income in accordance with the existing DCED policies, except that COUNTY may set aside up to 20% for administrative costs (pending approval from DCED). Income shall include, but is not limited to, repayments of interest and/or principal on loans, interest on revolving funds, proceeds from the sale or lease of property or equipment purchased with CDBG funds, and as further delineated in 24 CFR, Part 570.500, excluding, however, any income received through special assessments of non-low and non-moderate-income residents which shall be retained and expended for the activities for which the OBO received these CDBG funds as specified herein at ARTICLE I, Paragraph (A).

If the aggregate amount of income received by the COUNTY in a single year (January 1 – December 31) from CDBG funded activities is equal to or exceeds \$35,000, it shall be declared as Program Income. Income received from a Revolving Loan Fund, regardless of the amount, is considered Program Income. Program Income generated from a CDBG project funded by the OBO shall be allocated to an eligible, fundable activity by the OBO with approval by the COUNTY in accordance with all of the terms hereof. Program Income must be expended before a draw of funds from the U.S. Treasury (reference COUNTY'S adopted Program Income Reutilization Plan).

If the aggregate income received by the COUNTY in a single year (January 1 – December 31), the exception being income received from Revolving Loan Funds as noted in the previous paragraph, is \$34,999.99 or less and does not meet the definition of Program Income, it shall be declared as Miscellaneous Income. The County shall refund Miscellaneous Income generated from a CDBG project funded by the OBO to the OBO. The OBO shall apply the Miscellaneous Income to any CDBG eligible activity.

The COUNTY shall report on the aggregate of all income earned by the COUNTY and the OBO during the reporting year.

G) Budget and Costs

- 1) The OBO shall request disbursement of activity costs in accordance with the budget. No other request shall be made. In no event may the OBO's share of the budget be increased unless and until a properly submitted amended budget proposal is considered, approved, and made a part hereof by the COUNTY.
- 2) The OBO shall charge to the account all approved costs of the activity. All such costs, including services contributed by the OBO or others and charged to the account, shall be supported by properly executed payroll records, time records, invoices, contracts, vouchers, or other records indicating, in proper detail, the nature and propriety of the charge.

**ARTICLE VI
TERMINATION FOR DEFAULT, CONVENIENCE
OR AVAILABILITY OF FUNDS**

A) Termination for Default

If, through any cause, the OBO shall fail to fulfill, in a timely and proper manner, its obligations under this AGREEMENT, or in the event of violation of any of the covenants contained herein, the COUNTY shall thereupon have the right to terminate this AGREEMENT by giving written notice to the OBO specifying the effective date of termination. Said notice shall be given in writing to the OBO and will be effective upon receipt by the OBO. In such event, all records and such grant monies as may have been expended contrary to the terms of this AGREEMENT, shall be turned over to the COUNTY.

B) Termination for Convenience

The COUNTY or OBO may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

- C) Any and all payment from the COUNTY to/for the OBO under this AGREEMENT is conditioned upon receipt of appropriately budgeted funds from DCED's CDBG Program.**

- D) Termination of this AGREEMENT shall be in accordance with 2 CFR 200, subpart D.**

**ARTICLE VII
TEMPORARY SUSPENSION OF PROJECT**

The OBO shall suspend all or any part of its activities utilizing funds granted by the COUNTY, at any time during the period covered by this AGREEMENT, upon receiving written notice from the COUNTY. The COUNTY may give notice to suspend:

- 1) For violations of regulations, audit exceptions, misuse of funds or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity;
- 2) When, in the opinion of the COUNTY, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster; or
- 3) When, for any reason, DCED gives notice of termination or suspension to the COUNTY.
- 4) Temporary suspension of this AGREEMENT shall be in accordance with 2 CFR 200, subpart D.

**ARTICLE VIII
INTEREST OF THE OBO**

- A) The OBO covenants that it and its employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its activities hereunder. The OBO further covenants that in the performance of this AGREEMENT, it will not knowingly employ any person having any such interest.
- B) The OBO will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**ARTICLE IX
INTEREST OF MEMBERS OF THE COMMONWEALTH AND OTHERS**

No officer, member or employee of the COMMONWEALTH and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this AGREEMENT shall participate in any decision relating to this AGREEMENT which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the COMMONWEALTH and no member of its governing body have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

**ARTICLE X
ASSIGNMENT, TRANSFER, COLLATERAL USE**

The OBO shall not assign any interest in this AGREEMENT, nor shall any interest be transferred by novation or assignment without prior written consent of the COUNTY.

**ARTICLE XI
RESPONSIBILITIES OF OBO**

- A) The OBO shall perform the activities under this AGREEMENT as an independent contractor and 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, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this AGREEMENT.
- B) It is understood and agreed that the OBO's standard liability insurance policies protect, or shall be endorsed to protect, the COUNTY from claims of bodily injury and of property damage arising out of any services performed by the OBO or its employees or agents 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 activity when validly present on OBO's premises, whether or not actually engaged in the activity at the time the claim inures.

**ARTICLE XII
INDEMNIFICATION**

COUNTY shall indemnify, save harmless and defend OBO, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from COUNTY, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

OBO shall indemnify, save harmless and defend COUNTY, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from OBO, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

**ARTICLE XIII
PATENT RIGHTS**

- A) Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the OBO, or its employees, in the course of, in connection with or under the terms of this AGREEMENT, the OBO shall immediately give the COUNTY written notice thereof and shall promptly, thereafter, furnish the COUNTY with complete information thereon. The COUNTY shall notify DCED, who shall have sole and exclusive power to determine whether or not and where a patent application shall be filed, and to determine the disposition, improvement, or discovery, including title to and rights under any patent application or patent that may issue thereon. The OBO warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

- B) Except as otherwise authorized in writing, the OBO shall obtain patent agreements to effectuate the provisions of this ARTICLE from all persons who perform any part of the work under this AGREEMENT, except such clerical and manual labor personnel as will have no access to technical data.
- C) Except as otherwise authorized in writing, the OBO will insert in each subcontract, having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.
- D) If DCED obtains patent rights pursuant to this ARTICLE, the OBO shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

**ARTICLE XIV
RIGHTS IN DATA, COPYRIGHTS AND DISCLOSURE**

A) Rights in Data

Data submitted to and accepted by the COUNTY under this Agreement shall be the property of the COUNTY, and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval of the OBO.

B) Copyright

The OBO relinquishes any and all copyrights and/or privileges to data developed under this AGREEMENT.

C) Disclosure and Confidentiality

The OBO agrees not to divulge or release any information, reports or recommendations developed or obtained in connection with the performance of this AGREEMENT for private use; however, divulgence or release of information, reports or recommendations shall be permitted at such times and in such manners as expressly provided for in such concurrent agreements between the OBO and other governmental agencies, whether federal, state or local, as may directly relate to the performance of this AGREEMENT.

D) The Term "Data"

The term "data," as used in this AGREEMENT, includes written reports, studies, drawings or other graphic, electronic, chemical, or mechanical representations, and work of any similar nature that is required to be delivered under this AGREEMENT.

**ARTICLE XV
RECORDS**

The COUNTY and OBO shall maintain full and accurate records at their principal office or place of business, or other approved location, with respect to all matters covered by this AGREEMENT. The COUNTY, or any designee, shall have full access thereto during regular business hours and at all times necessary to original instruments, including records or copies thereof in possession, custody, or control

of the OBO. This shall include the right to examine and audit, the right to make transcripts therefrom, the right to inspect all activity data, documents, proceedings, records, or notes of activities. It shall be the duty of the COUNTY and OBO to retain all activity records for a period of four (4) years after the final audit and the DCED grant is closed by the U.S. Department of Housing and Urban Development (HUD).

**ARTICLE XVI
PROGRESS REPORTS**

The OBO shall furnish to the COUNTY such information as may be necessary for the COUNTY to report to DCED. These reports include, but are not limited to, status reports of the activity, activity accounts, statements, certificates, approvals, proposed budgets, copies of all contracts executed and proposed, employment placement, follow-up reports, any and all other information relative to the activity as may be requested by DCED.

**ARTICLE XVII
SUBCONTRACTS**

- A) The COUNTY reserves the right to require the OBO to submit contracts for prior review and approval. If the COUNTY exercises such right by notifying the OBO of the requirement, the OBO shall not execute or concur in any contract with any person or entity in any respect concerning the activity herein without prior written approval of the COUNTY.
- B) If the COUNTY does not notify the OBO of the requirement of prior review and approval of contracts, the OBO shall submit copies of executed contracts for informational and reporting purposes.
- C) The OBO shall be responsible for the quantity and quality of the performance of any of its contracts.

**ARTICLE XVIII
AMENDMENTS**

This AGREEMENT shall not be subject to any alterations, amendments, extensions, or revisions by any previous, contemporary, or subsequent purported written or oral statement or agreement, except by an AGREEMENT amendment properly executed by the parties. However, revisions to the scope of work, to the proposal or to the AGREEMENT budget may be proposed by the OBO and approved and made a part hereof upon written notification from the COUNTY.

In addition, the OBO is subject to COUNTY directives as stated in ARTICLE II of this AGREEMENT. Thus, a directive may be issued by DCED that would result in amending a requirement or provision of this AGREEMENT.

**ARTICLE XIX
ASSURANCES**

- A) The OBO makes assurances that it will carry out its responsibilities under this AGREEMENT in compliance with the following statutes, regulations, or guidelines:
 - 1) Davis-Bacon Act, P.L. 86-624, as amended (40 U.S.C. 276a - 276a-5).
 - 2) Contract Work Hours & Safety Standards Act, P.L. 87-581 (40 U.S.C. 327 et seq)

3) Copeland "Anti-kickback" Act (40 U.S.C. 276c)

DOL regulations at 29 CFR Parts 1, 3, 5, 6 and 7. These regulations implement the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act.

Section 110 of the Housing and Community Development Act of 1974, P.L. 93-383, as amended.

- 4) Section 3 of the Housing and Urban Development Act of 1958, P.L. 90-448 (12 U.S.C. 1701u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment should be given to low-income persons residing within the unit of local government in which the activity is located, and that contracts for work in connection with the activity may be awarded to eligible business concerns which are located in or owned, in substantial part, by persons residing within the local government unit.
- 5) Title VI of the Civil Rights Act of 1964, P.L. 88-352 (42 U.S.C. 2000d et seq) and HUD regulations at 24 CFR Part 1. Title VI prohibits discrimination on the basis of race, color, or national origin in any federally assisted program.
- 6) Title VII of the Civil Rights Act of 1964, Sexual Harassment.
- 7) Title VIII of the Civil Rights Act of 1968, P.L. 90-284, (42 U.S.C. 3601 et seq), popularly known as the Fair Housing Act. Title VIII prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental, or financing of housing.
- 8) Executive Order 11063, Equal Opportunity in Housing, November 20, 1962 (27CFR 11527), as amended by Executive Order 12259, December 31, 1980 (46CFR 1253), and HUD regulations at 24 CFR Part 107. Activities related to housing and urban development should be administered affirmatively in accordance with Title VIII of the Civil Rights Act of 1968.
- 9) Section 109 of the Housing and Community Development Act of 1974, P.L. 93-383 (42 U.S.C. 5309), as amended by the Housing and Urban-Rural Recovery Act of 1983, P.L. 98-181. Section 109 prohibits discrimination on the basis of race, color, national origin or sex in any program or activity funded under the Housing and Community Development Act.
- 10) Age Discrimination Act of 1975, P.L. 94-135 (42 U.S.C. 6101 et seq).
- 11) Section 504 of the Rehabilitation Act of 1973, P.L. 95-602 (29 U.S.C. 794).
- 12) Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30CFR 12319), as amended by Executive Order 12086, October 5, 1978 (43CFR 46501), and HUD regulations 24 CFR, Part 130 and 41CFR, Chapter 60. This Executive Order prohibits discrimination and directs affirmative action efforts in federally assisted programs.
- 13) Pennsylvania Act 43 (May 11, 2006) prohibiting employment of illegal alien labor.
- 14) Executive Order 11625, Minority Business Enterprise, October 14, 1971 (36 CFR 19967)
- 15) Executive Order 12138, Women's Business Enterprise, May 18, 1979 (44 CFR 29637)

- 16) Pennsylvania Human Relations Act P.L. 47 (43 P.S. 951 et seq.)
- 17) Public Works Verification Act.
- 18) Title IV of the Lead-Based Paint Poisoning Prevention Act P.L. 91-695, as amended (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- 19) Architectural Barriers Act of 1968 P.L. 90-480, as amended (42 U.S.C. 4151 et seq.).
- 20) Section 6002 of the Resources Conservation and Recovery Act of 1976, P.L. 94-580, as amended (42 U.S.C. 6962), and regulations at 40 CFR Part 249. 24 CFR Part 39, Cost Effective Energy Conservation Standards.
- 21) Pennsylvania Steel Products Procurement Act P.L. 6 (73 P.S. 1881 et seq.).
- 22) Separate specifications for general construction, plumbing, HVAC, and electrical work: separate bids and contracts, P.L. 155 (71 P.S. 1618).
- 23) OBO shall comply with the PA Prevailing Wage Act of 1962, as amended (43 PS 165-1 through 165-17), when applicable.
- 24) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), when applicable. The required certification must be on file for awards exceeding \$100,000.
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 25) COUNTY and OBO shall comply with the Grantee Integrity provisions in Attachment C.
- 26) During the term of this AGREEMENT, OBO agrees as follows:
 - a) OBO shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation. OBO shall take affirmative action to ensure

that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. OBO shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause, as included in Attachment B, hereto attached.

- b) OBO shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation.
- c) OBO shall establish and maintain a written Sexual Harassment Policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. OBO shall include the provisions of this sexual harassment clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- d) OBO shall send each labor union or workers' representative, with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by OBO.
- e) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that OBO had delegated some of its employment practices to any union, training program or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that the OBO was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- f) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that OBO will be unable to meet its obligations under this nondiscrimination clause, OBO shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- g) OBO shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of OBO'S noncompliance with the nondiscrimination clause of this AGREEMENT or with any such laws, this AGREEMENT may be terminated or suspended, in whole or in part, and OBO may be declared temporarily ineligible for further COMMONWEALTH contracts, and other sanctions may be imposed, and remedies invoked.
- h) OBO shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If OBO does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

- i) OBO shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- j) OBO shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- k) OBO obligations under this clause are limited to the OBO's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

B) Access to Information

COUNTY and OBO will provide reasonable access to citizens to all information regarding its CDBG-assisted activities and management.

C) Displacement

OBO will minimize displacement of persons as a result of activities assisted by CDBG funds in compliance with the COUNTY'S Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of The Housing and Community Development Act of 1974, as amended.

D) Benefit Assessments for Public Improvement

OBO will not attempt to recover any capital costs of public improvements assisted in whole or part by CDBG funds or with amounts resulting from a guarantee under Section 108 of the 1974 Housing and Community Development Act, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvement, unless (i) funds received under CDBG are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the OBO shall certify to the COUNTY, as the case may be, that it lacks sufficient funds received under CDBG to comply with the requirements of clause (i).

E) Mandatory Tap-in Ordinance

OBO will adopt and enforce an ordinance mandating that all residents intended to benefit from water or sewerage extensions funded in whole or in part with CDBG funds must tap into the extended system.

F) Violating Facilities List

OBO will ensure the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of a program, are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify COUNTY of the receipt of any communication from the Director of EPA Office of Federal Activities indicating that a facility to be used in the activity is under consideration for the listing by the EPA.

G) Project Sign

OBO shall require all contractors to erect a sign at the activity site indicating that "This activity is financed in whole or part by a grant from the Pennsylvania Department of Community and Economic Development, Community Development Block Grant Program."

H) Fire Protection and Safety Standards

OBO will comply with the provisions of the Fire Administration Authorization Act of 1992 (PL. 102-522).

I) Section 504 Compliance

COUNTY shall conduct a Section 504 self-evaluation for any CDBG funded activity. COUNTY shall develop a transition plan, for any structural barriers identified during the self-evaluation, inviting public review and comment.

J) Compliance with State Contractor Responsibility Program

- 1) OBO certifies for itself that, as of the date of execution of this contract, it is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
- 2) OBO certifies for itself that, as of the date of execution of this contract, it has no unsatisfied tax liabilities or other Commonwealth obligations.

K) Redundant CDBG Policies

Based on direction provided by the COMMONWEALTH, OBO is no longer a grantee of the CDBG program, but remains an Entitlement community under PA Act 179. Accordingly, the CDBG funding for OBO flows through COUNTY, as grantee. Therefore, previously required CDBG policies, procedures and plans adopted by OBO shall only be applicable as deemed necessary and appropriate by OBO or COUNTY. Further, OBO agrees to cooperate with COUNTY in implementation of County policies and procedures as may be required of CDBG grantees.

**ARTICLE XX
CHANGE OF USE OF REAL PROPERTY**

In compliance with 24 CFR 570.489(j) real property which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement of 2 CFR 200.88 shall not be changed. These standards shall apply from the date CDBG funds are first spent for the property until the closeout of the unit of subrecipient's grant unless:

- A) The subrecipient provides affected citizens with reasonable notice of and opportunity to comment on any proposed change and;
 - 1) The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government, or;

- B) If the subrecipient determines after consultation with affected citizens that it is appropriate to change the use of the property to a use which does not qualify under paragraph A of this section, it may retain or dispose of the property for the changed use if the unit of general local government's CDBG program is reimbursed or the State's CDBG program is reimbursed at the discretion of the State.

**ARTICLE XXI
ENVIRONMENTAL REVIEW**

The OBO shall have no direct responsibility for the environmental review required by the National Environmental Policy Act of 1969. Satisfaction of this review procedure shall be the responsibility of the COUNTY. OBO shall verify that environmental clearance has been obtained by COUNTY before entering into any CDBG reimbursable contracts. The OBO shall provide the COUNTY with any information required during this review and further certifies to the COUNTY that it has and will comply with the following:

A) Historic Properties

- 1) The National Historic Preservation Act of 1966, P.L. 89-665, as amended (16 U.S.C. 470 et seq), particularly Section 106 (16 U.S.C. 470f).
- 2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36CFR 8921); particularly Section 2(c).
- 3) The Reservoir Salvage Act of 1960, P.L. 86-523 (16 U.S.C. 469 et seq), particularly Section 3 (16 U.S.C. 469a-1), as amended by the Archaeological and Historic Preservation Act of 1974.

B) Floodplain Management and Wetlands Protection

- 1) Flood Disaster Protection Act of 1973, P.L. 90-448, as amended (42 U.S.C. 4001 et seq), particularly Sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)].
- 2) Executive Order 11988, Floodplain Management, May 24, 1977 (42CFR 26951 et seq), particularly Section 2(a).
- 3) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42CFR 26961 et seq), particularly Sections 2 and 5.

C) Coastal Zone Management

The Coastal Zone Management Act of 1972 P.L. 89-454, as amended (16 U.S.C. 1451 et seq), particularly Section 307(c) and (d) [16 U.S.C. 1256(c) and (d)].

D) Sole Source Aquifers

The Safe Drinking Water Act of 1974, P.L. 93-523, as amended (42 U.S.C. 201, 300(f) et seq, and 21 U.S.C. 349), particularly Section 1424(e) [42 U.S.C. 300(h) - 303(e)].

E) Endangered Species

The Endangered Species Act of 1973 P.L. 93-205, as amended (16 U.S.C. 1531 et seq), particularly Section 7 (16 U.S.C. 1536).

F) Wild and Scenic Rivers

The Wild and Scenic Rivers Act of 1968, P.L. 90-542, as amended (16 U.S.C. 1271 et seq), particularly Sections 7(b) and (c) [16 U.S.C. 1278 (b) and (c)].

G) Air Quality

The Clean Air Act, P.L. 88-206, as amended (42 U.S.C. 7410 et seq), particularly Sections 176(c) and (d) [42 U.S.C. 7506 (c) and (d)].

H) Environmental Standards

HUD environmental standards [24 CFR Part 51, Environmental Criteria and Standards (44CFR 40860 - 40866, July 12, 1979)].

I) Water Quality

Federal Water Pollution Control Act, P.L. 92-500, as amended (33 U.S.C. 1251 et seq).

J) Solid Waste

Solid Waste Disposal Act, P.L. 89-272, as amended (42 U.S.C. 6901 et seq).

**ARTICLE XXII
ACQUISITION/RELOCATION**

In the event that the activity funded under this AGREEMENT includes acquisition and/or relocation, the OBO will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended (42 U.S.C. 4601 et seq), HUD regulations at 24 CFR 570.606 and the Eminent Domain Code, Act of June 22, 1964, Special Session, P.L. 84, as amended, 26 P.S. 1-101 et seq.

The OBO further ensures that any real property under the OBO's control that was acquired or improved, in whole or in part, with CDBG funds in excess of Twenty-Five Thousand (\$25,000) Dollars, is either:

Used to meet one (1) of the national objectives in 24 CFR 570.208 until five (5) years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by DCED;

or

Is disposed of in a manner which results in the COUNTY being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to expenditures of

non-CDBG funds for acquisition of, or improvements to, the property. Said reimbursement to be treated by COUNTY as Program income in accordance with Article IV, § F. Such reimbursement is not required after the period of time specified in accordance with (1) above.

**ARTICLE XXIII
PROHIBITION AGAINST POLITICAL ACTIVITIES**

The OBO makes assurances that it will comply with the Hatch Act, P.L. 89-554 (5 U.S.C. 1501 et seq), which prohibits certain political activities by state or local officers or employees whose principal employment is financed entirely by loans or grants made by the United States or a federal agency.

**ARTICLE XXIV
SEVERABILITY**

Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this AGREEMENT.

**ARTICLE XXV
CONSTRUCTION**

This AGREEMENT shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the COMMONWEALTH. All of the terms and conditions of this AGREEMENT are expressly intended to be construed as covenants, as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXVI
ENTIRE AGREEMENT**

This AGREEMENT, when signed by all of the parties hereto, and Appendix A, constitutes the full and complete understanding and agreement of all parties and may not be, in any manner, interpreted or fulfilled in contradiction of its express terms as provided above.

**ARTICLE XXVII
PAYMENT PROVISIONS**

The OBO'S award, as stipulated in ARTICLE I, may be made based upon the determination of the OBO'S needs. The OBO must provide documentation to the COUNTY for all payments in accordance with directives and on forms supplied by the COUNTY. This grant, or parts thereof, shall become payable under this AGREEMENT when the OBO has complied with the following conditions, if applicable.

- A) No activity may be undertaken by the OBO until OBO has obtained notice from the COUNTY that the Environmental Review process is satisfactorily completed.
- B) No funds may be requested by the OBO until the OBO is in full compliance with the Pennsylvania Flood Plain Management Act.

- C) No activities may be undertaken, or funds requested without the explicit approval by COUNTY or CONSULTANT.

**ARTICLE XXVIII
CONDITIONS FOR RELIGIOUS ORGANIZATIONS**

In compliance with 24 CFR 570.200(j)(1), CDBG funds may not be used for the acquisition of property or the construction or rehabilitation of structures to be used for religious purposes which will otherwise promote religious interests.

CDBG funding may be used to rehabilitate buildings owned by primarily religious entities to be used for a secular purpose in compliance with 24 CFR 570.200(j)(2)(i-vii).

Generally, CDBG funding may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the COUNTY or SUBRECIPIENT from which the CDBG funds are derived per regulations 24 CFR 570.200(j)(3)(i-iv).

Where the public services provided under 24 CFR 570.200(j)(3) are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes only an incidental portion of the CDBG expenditures for the public services.

**ARTICLE XXIX
AUDIT**

In compliance with Uniform Guidance 2 CFR 200.330, COUNTY shall monitor the level of federal expenditures within a single year by the SUBRECIPIENT to ensure compliance with the Single Audit Act. In the event the SUBRECIPIENT expends more than \$1,000,000 of any federal funding within its fiscal year, the SUBRECIPIENT will be required to comply with the Single Audit Act, 2 CFR 200.501. To ensure compliance with the Uniform Guidance, should the Single Audit Act be triggered by the SUBRECIPIENT, the COUNTY shall secure a copy of the SUBRECIPIENT'S single audit.

Bellefonte Borough Council Packet May 5, 2025

Program: Community Development Block Grant (CDBG)

Contract No.: C000086459

CFDA No.: 14.228

County Federal ID Number: 24-6000724

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year aforesaid.

OBO Federal ID Number: 24-6000566

OBO UEI Number: ZM88RQT21NR9

ATTEST:

BELLEFONTE BOROUGH

(Seal)

Barbara Dann, Council President

ATTEST:

CENTRE COUNTY

John Franek Jr., Administrator

Mark Higgins, Chairman

Amber Concepcion, Vice-Chairperson

Steven G. Dershem, Commissioner

ATTACHMENT A

Attachments:

Activity Description (DCED-CDBG-007)

Project Budget (DCED-CDBG-012)

Project Timetable (DCED-CDBG-0013)

Maps

Any other project activity documentation submitted

Project Activity and budget as described herein and further described in the Grantee application documents attached hereto.

Bellefonte Borough Council Packet May 5, 2025

DCED-CDBG-007 (04/2024)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
CENTER FOR COMMUNITY & HOUSING DEVELOPMENT

ACTIVITY DESCRIPTION

(Complete one for each Activity Eligibility)

1. APPLICANT/GRANTEE NAME: Centre County obo Bellefonte Borough		2. DATE: November 1, 2024	
3. TYPE <input checked="" type="checkbox"/> Original <input type="checkbox"/> Revised		4. FUNDING YEAR FFY 2024	
5. MULTI-YEAR FUNDED (IF YES, IDENTIFY FY): Yes, FFY 2022, 2023			
6a. HUD MATRIX CODE: 03B Facilities for Persons with Disabilities		6b. ACTIVITY NAME Talleyrand Park Suspension Bridge RAB	
7. ACTIVITY LOCATION: Talleyrand Park, Bellefonte, PA		8. COST:	
9. NATIONAL OBJECTIVE: <input checked="" type="checkbox"/> LMI <input type="checkbox"/> S/B <input type="checkbox"/> UN		CDBG \$ 96,163 Committed Yes No	
10. NATIONAL OBJECTIVE JUSTIFICATION (USE FEDERAL STATE REGULATION CITATION NUMBERS 24 CFR 570.483 SERIES - 24CFR570.483(b)(2)(ii)(A) Benefit a clientele who are generally to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low and moderate income: disabled persons		Federal \$ 195,945 <input checked="" type="checkbox"/> <input type="checkbox"/>	
11. GOAL ADDRESSED: 4. Public infrastructure and community facility projects - Provide flexibility to local govt		State \$ <input type="checkbox"/> <input type="checkbox"/>	
		Local \$ <input type="checkbox"/> <input type="checkbox"/>	
		Private \$ <input type="checkbox"/> <input type="checkbox"/>	
		TOTAL \$ 292,108	

A. LMI BENEFIT TESTS (CHOOSE ONE)

1. LMI AREA BENEFIT (CHOOSE ONE): <input type="checkbox"/> ACS DATA C.T.: _____ B.G.: _____ CDP: _____ Area Pop.: _____ LMI Pop.: _____ % LMI: _____ OR <input type="checkbox"/> SURVEY Date of Survey: _____ Total Families: _____ # Responses: _____ # Persons: _____ # LMI Persons: _____ % LMI Persons: _____ <input type="checkbox"/> Required Survey Info Provided	2. LMC LIMITED CLIENTELE: Choose one of first 3 categories. <input type="checkbox"/> Income Eligibility <input type="checkbox"/> Nature/Location <input checked="" type="checkbox"/> Presumed Benefit (choose one, if applicable) <input type="checkbox"/> Abused Children <input type="checkbox"/> Battered Spouse <input type="checkbox"/> Elderly Persons <input type="checkbox"/> Homeless Persons <input type="checkbox"/> Illiterate Adults <input type="checkbox"/> Persons w/ Aids <input type="checkbox"/> Migrant Farm Worker <input checked="" type="checkbox"/> Disabled	3. LMH HOUSING INCOME ELIGIBILITY: <input type="checkbox"/> Rehabilitation One-Unit Structures- Each Household LMI? <input type="checkbox"/> Yes <input type="checkbox"/> No Two-Unit Structures- At least 1 Unit is LMI? <input type="checkbox"/> Yes <input type="checkbox"/> No Multi-Unit Structures- 3 or more units 51% of Units are LMI? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Housing Assistance Support of New Housing <input type="checkbox"/> Yes <input type="checkbox"/> No Direct Homeownership Assistance <input type="checkbox"/> Yes <input type="checkbox"/> No # of New Rental Units: _____ % LMI units (20% - 50%): _____ CDBG funds limited to: _____	4. LMJ JOB CREATION/RETENTION: Number of Jobs Created _____ Retained _____ Number of LMI Jobs Created _____ Retained _____ % LMI Jobs Created _____ Retained _____
Describe how this activity will benefit the above designated clientele: Removal of steps to pedestrian bridge, creation of ramps, creation of accessible picnic/rest area			

B. SLUMS/BLIGHT TEST (CHOOSE ONE)

1. Area: <input type="checkbox"/> Area has been designated as slum, blighted or deteriorated under state or local law (Provide a copy of the designation and any support documentation)	<input type="checkbox"/> Activity Addresses Conditions
2. Spot: <input type="checkbox"/> Acquisition <input type="checkbox"/> Relocation <input type="checkbox"/> Clearance <input type="checkbox"/> Rehab <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Conditions detrimental to public safety & health	

C. URGENT NEED TEST – ALL 4 CRITERIA MUST BE MET AND DOCUMENTED

<input type="checkbox"/> Serious, Immediate Threat	<input type="checkbox"/> Critical Within Previous 18 months
<input type="checkbox"/> Urgent Condition	<input type="checkbox"/> Insufficient Local Funds

ACTIVITY DESCRIPTION

D. ACTIVITY DESCRIPTION

Describe the activity sufficiently to demonstrate that it is an eligible activity, and that its scope is adequate to meet the identified needs of intended beneficiaries. Particular attention must be focused on the impact the proposed solution will have upon low and moderate income people, e.g. user fees, benefit assessments, etc. (For activities with user fees, complete "Local Effort/User Fee Analysis".)

For Competitive Applicants - Due to the competitive review process, the activity should be described comprehensively to substantiate the cause and magnitude of the need, and "third party" support (reports, newspaper articles, letters from affected residents, businesses, etc.), should be provided. Focus as specifically as possible on the impact of the problem on the residents of the affected area.

All activities for entitlement and competitive submissions are requested to upload a satellite image or photographs of the project area. Please label all photos.

1. Identify what is the problem and location of the problem. Identify the location of the project by street name(s) if applicable.

Talleyrand Park is a community park, heavily used by the residents of the Borough, as a place to recreate, relax and enjoy nature, which includes the Borough's beloved duck population and well stocked fish population. Currently, the pedestrian suspension bridge, located on the SW side of the park, is inaccessible to disabled residents. The bridge currently has two sets of steps as access to the bridge. This does not allow disabled residents to traverse the bridge (see attached pictures.) This leaves the disabled resident population unable to travel over the popular bridge, to view the fish species. Disabled residents are forced to use the eastern park access and are limited to where in the park they can easily travel. Additionally, the decking or floor of the bridge is made of wood, which is slippery and unsafe, has warped, split and is uneven, with large gaps, creating a barrier for disabled residents to travel across the bridge.

Furthermore, the park currently does not have an accessible area for disabled residents to rest, eat, feed the ducks or enjoy nature, off of the park pathway. The current rest/picnic area is not tied to the pathway, and has grass area between the rest/picnic area and the pathway, making it inaccessible to disabled residents. Disabled residents are stuck in the middle of the pathway if they want to stop and rest, try to eat or try to feed the ducks, which is unsafe not just for the disabled residents, but everyone in the park, as the disabled resident is stuck in the middle of the pathway. The current picnic table in this rest area is also not accessible, as it has built-in benches on all four sides of the table, making it inaccessible to disabled residents in a wheelchair or motor scooter.

2. This project has been reviewed to determine if any of the project is within the designated FLOODWAY using the best available data, and it has been determined that it is ☒ or is not ☐ located in the FLOODWAY.

Identify FIRM MAP or other source used for this determination. 42027C0367F effective 5/4/2009

3. How will the problem be corrected: Specify type and quantity of materials to be used to correct the problem. You must answer the questions posed in the activity description instructions, as applicable.

The project proposes to remove both sets of steps on each side of the pedestrian suspension bridge, removing the architectural barrier, and constructing ADA ramps on each side of the bridge, making it accessible to disabled residents. The wood decking of the bridge will be replaced with anti-skid Ameri-Board type material, that will remove the accessibility barrier, and ensure the bridge can be safely traveled by disabled residents.

Additionally, a concrete connector path will be constructed from the current park pathway, to the existing rest/picnic area, making it accessible. A new, accessible, permanent, concreted picnic table will be installed to provide an accessible rest and picnic area for disabled residents to eat, rest, and feed the ducks.

The pedestrian suspension bridge is located within the floodway, however, all work to the bridge and ramps is functionally dependent. The rest/picnic area is located out of the floodway, and no construction for the connector path or picnic table will take place in the floodway. (see attached flood layer map)

4. Who are the primary beneficiaries; who will receive the daily benefits of the proposed project. Grantee must confirm that the project serves a primarily residential area. The project and service area must be identified on the map and may be different. (Include photos)

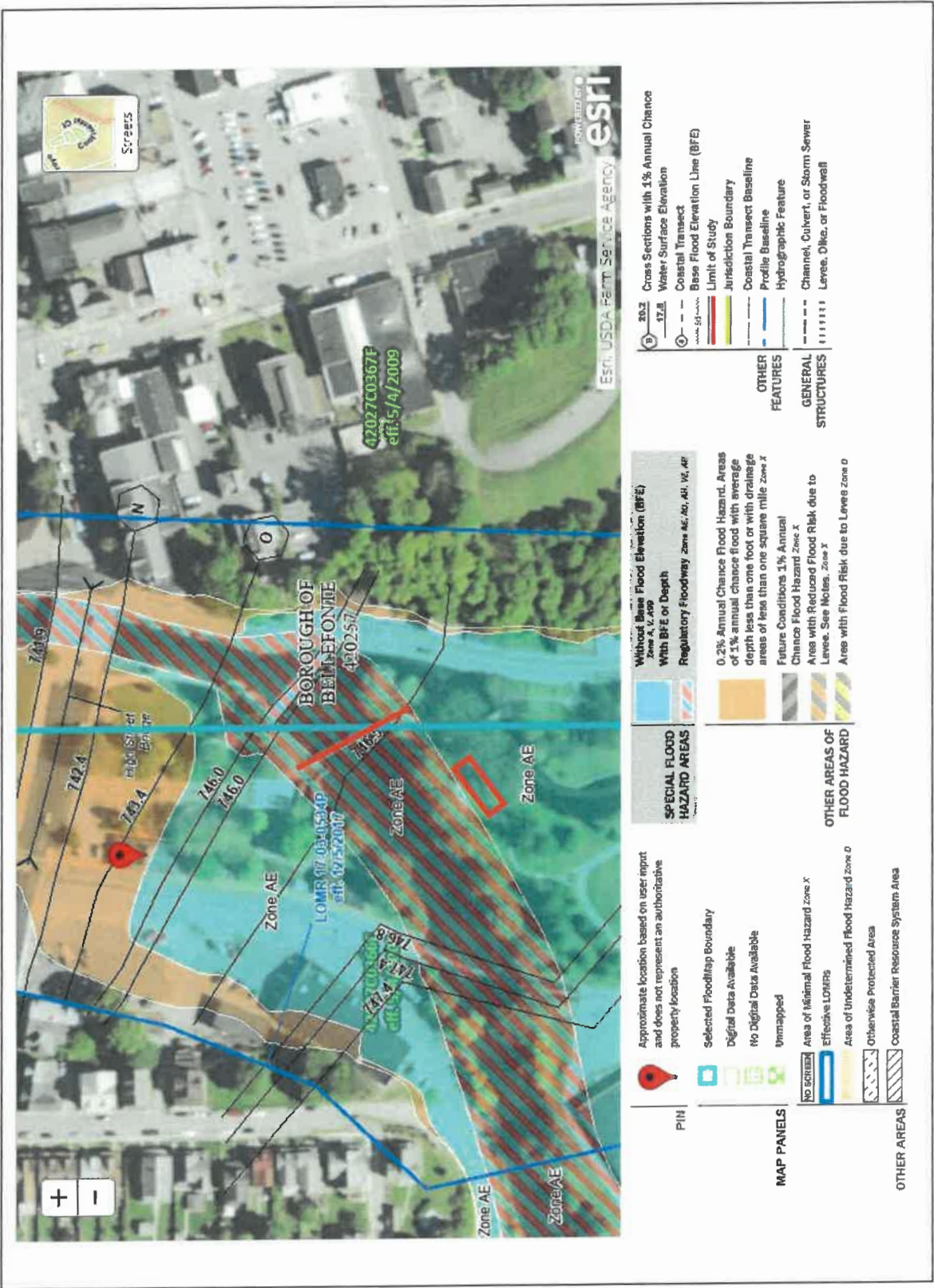
The primary beneficiaries are the disabled population of Bellefonte Borough residents, who are considered a presumed Low-to-Moderate income population. 707, per HUD disability data.

(Attach Additional sheets as necessary.)

Appendix A: Talleyrand Park Suspension Bridge RAB

Public Facilities and Improvements:

1. Who owns the facility? Bellefonte Borough
2. Is the facility open to the general public? yes
3. Who are the principal users of the facility? Residents of Bellefonte Borough
4. What are the hours of operation? 24 hours/365
5. What are the fees for membership or to rent the facility? N/A
6. Are the fees reasonable when compared to similar facilities in the general area so as not to preclude low and mod-income persons from using the facility? N/A
7. Provide a list of services/programs/amenities available. Playground; covered picnic/rest areas; gazebo; walking path; restrooms; fish and duck viewing.
8. Provide the website, if applicable, for the facility <https://bellefonte.net/departments/parks-rec/talleyrand-park/>



Bellefonte Borough Council Packet May 5, 2025

DCED-CDBG-014 (04/2024)

LIMITED CLIENTELE WORKSHEET REPORTING

To Be Completed as part of the Application for CDBG Funding – LMC Activity

NAME OF ACTIVITY: Talleyrand Park Suspension Bridge RAB	CONTRACT YEAR: 2024
------------------------------------------------------------	------------------------

PART 1: IDENTIFY THE CLIENTELE TO BENEFIT

PRESUMED BENEFIT

To qualify under Limited Clientele criteria, the activity must exclusively benefit clientele who are generally presumed by HUD to be principally low-moderate income (L/M) persons (24CFR570.483(b)(2)(ii)(A)). Please select one of the following groups that are generally presumed by HUD to be principally L/M persons for this project.

Please select one of the presumed categories that the beneficiaries of the proposed activity will be qualified as.

- | | |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Abused children | <input checked="" type="checkbox"/> Severely disabled adults (as defined by Bureau of Census*) |
| <input type="checkbox"/> Elderly persons (age 60 and older) | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Battered spouses | <input type="checkbox"/> Persons living with AIDS |
| <input type="checkbox"/> Homeless persons | <input type="checkbox"/> Migrant farm workers |

*Persons are considered severely disabled if they:

- Use a wheelchair or another special aid for 6 months or longer;
- Are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs and walking);
- Need assistance with activities of daily living (getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating and toileting) or instrumental activities or daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone);
- Are prevented from working at a job or doing housework;
- Have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation; or
- Are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).

Note: Exclusively means that all of the beneficiaries of the activity must meet the criteria for being presumed.

If the beneficiaries fall into any other category but those above, then Presumed Benefit category may not be used to qualify for Limited Clientele.

OTHER OPTIONS FOR QUALIFYING FOR THE LIMITED CLIENTELE CATEGORY

Please select one of the other options to qualify the activity as LMC, if the Presumed Benefit option above cannot be used.

- ☐ Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI; For example: A summer lunch program that uses other funding with an income requirement; or
- ☐ Have income eligibility requirements limiting the activity to LMI persons only; have income eligibility requirements limiting the activity to LMI persons only; or
- ☐ Be of such a nature and in such a location that it can be concluded that clients are primarily LMI. For example, is a day care center that is designed to serve residents of a public housing complex.

Please complete Part 2 to complete this form

Bellefonte Borough Council Packet May 5, 2025

DCED-CDBG-014 (04/2024)

LIMITED CLIENTELE WORKSHEET REPORTING

NAME OF ACTIVITY:

Talleyrand Park Suspension Bridge RAB

CONTRACT YEAR:

2024

PART 2: DOCUMENTATION

(attach separate sheets of paper if necessary)

Provide the following information as applicable to the proposed activity based on your responses in Part 1 of this form.

PRESUMED BENEFIT

Number of estimated beneficiaries (persons) in the Service Area: 707
(This may be from ACS, or actual membership information)

Source : ACS 2008-2012 HUD data from link below

For disability data, please use the HUD provided disability data located at:
www.hudexchange.info/programs/census/acs-cdbg-disability-data/all-tracts-summarized-by-grantee/

**Please attach documentation that the facility or service will exclusively benefit clientele who are generally presumed to be principally LMI persons. If the activity is qualifying on more than one presumed category, for example seniors and disabled, grantees must remove any duplicate counts of beneficiaries.*

ACTIVITIES REQUIRING DOCUMENTATION ON FAMILY SIZE AND INCOME

Number of estimated beneficiaries (total persons): _____

Total number of LMI persons _____ LMI % _____

**Please attach a blank sample of the intake document used to acquire this information.*

INCOME ELIGIBILITY REQUIREMENTS THAT LIMIT THE ACTIVITY EXCLUSIVELY TO LMC PERSONS

Explain the income eligibility requirements that will limit the activity to LMC persons of which 51% must be low and moderate income:

**Please attach activity guidelines.*

NATURE OR LOCATION OF ACTIVITY ESTABLISH THAT IT WILL BE USED PRIMARILY BY LMC PERSONS

Explain the intent of the activity or its location that would presume the beneficiaries to be LMC persons:

**Please attach a map of the location of the activity and the service area.*



PROJECT BUDGET

APPLICANT NAME:

Centre County obo Bellefonte Borough

Total Sources and Uses of Funds

Activity	CDBG	Other CDBG	Local (with eligible in-kind)	Program Income	Total
1 Construction Costs	96,163	126,045			222,208
2 Delivery Costs					
a. Environmental Review		4,000			4,000
b. Professional Fees		62,000			62,000
c. Labor Compliance		3,900			3,900
d. Other (please explain)					
3. Land Acquisition (if any)					
TOTAL	96,163	195,945			292,108

* **DO NOT** include any general administrative costs, miscellaneous, contingency costs, etc. in budget.

Complete the table above. The budget is to reflect full project cost.

Immediately following this page, attach itemized cost estimate for each line item, identifying each source and use of funds.

Bellefonte Borough Talleyrand Park Improvements Opinion of Probable Project Cost						
Construction Costs						
Item	Description	Quantity	Unit	Unit Price	Extended Cost	
1	Demo Bridge Decking	585	Sq Feet	\$40.00	\$23,400.00	
2	Replace Bridge Decking	585	Sq Feet	\$75.00	\$43,875.00	
3	Demo – remove stairs – both sets	2	EA	\$4,000.00	\$8,000.00	
4	ADA ramp 1	80	LF	\$750.00	\$60,000.00	
5	ADA ramp 2	97	LF	\$750.00	\$72,750.00	
6	Concrete connector path	16	SF	\$75	\$1,200.00	
7	ADA picnic tables and installation	2	EA	\$1,800.00	\$3,600.00	
				Construction Sub Total	\$212,825.00	
				Construction Contingency (4.5%)	\$ 9,383.00	
				Total Construction Cost	\$222,208.00	
Related Costs						
Item	Description	Quantity	Unit	Unit Price	Extended Cost	
8	Engineering Services	1	1	\$62,000	\$62,000.00	
				Total Project Budget (without ER and Labor Compliance)	\$284,208.00	

Cost Estimate provided by Bellefonte Borough Assistant Borough Manager, Don Holderman

Costs based on project knowledge from 16 years with the Borough, and discussions with several engineering firms in the area about this project.

Anticipate 12 weeks construction



PROJECT COMPLETION TIMETABLE

APPLICANT NAME:

Centre County obo Bellefonte Borough

Beginning with the application submission date, outline below a reasonable timetable for project completion. Include all significant milestones, emphasizing those related to environmental clearance, procurement of third party services, plans, permits, bids, contracts, financing, acquisition of property, construction, and completion. Timeline must identify a month and year. In addition, grantees are to keep in mind each activity is to be completed within 3 years of the start of the contract.

Task	Date Completed or Projected Completion
Environmental Clearance for Activity	12/2024
Executing Sub-recipient Agreement (if applicable)	5/2025
Request for Professional Services	6/2024
Income Eligibility Verification (Direct Benefit Only)	N/A
Bid Specification Preparation	6/2025
Bid Project	7/2025
Bid Opening/Tabulation	8/2025
Contract Award	8/2025
Notice to Proceed	9/2025
Contracting/Project Implementation	10/2025
Activity Completion (National Objective is met.)	4/2026
IDIS Updated (Should be completed within 60 days of activity completion.)	6/2026



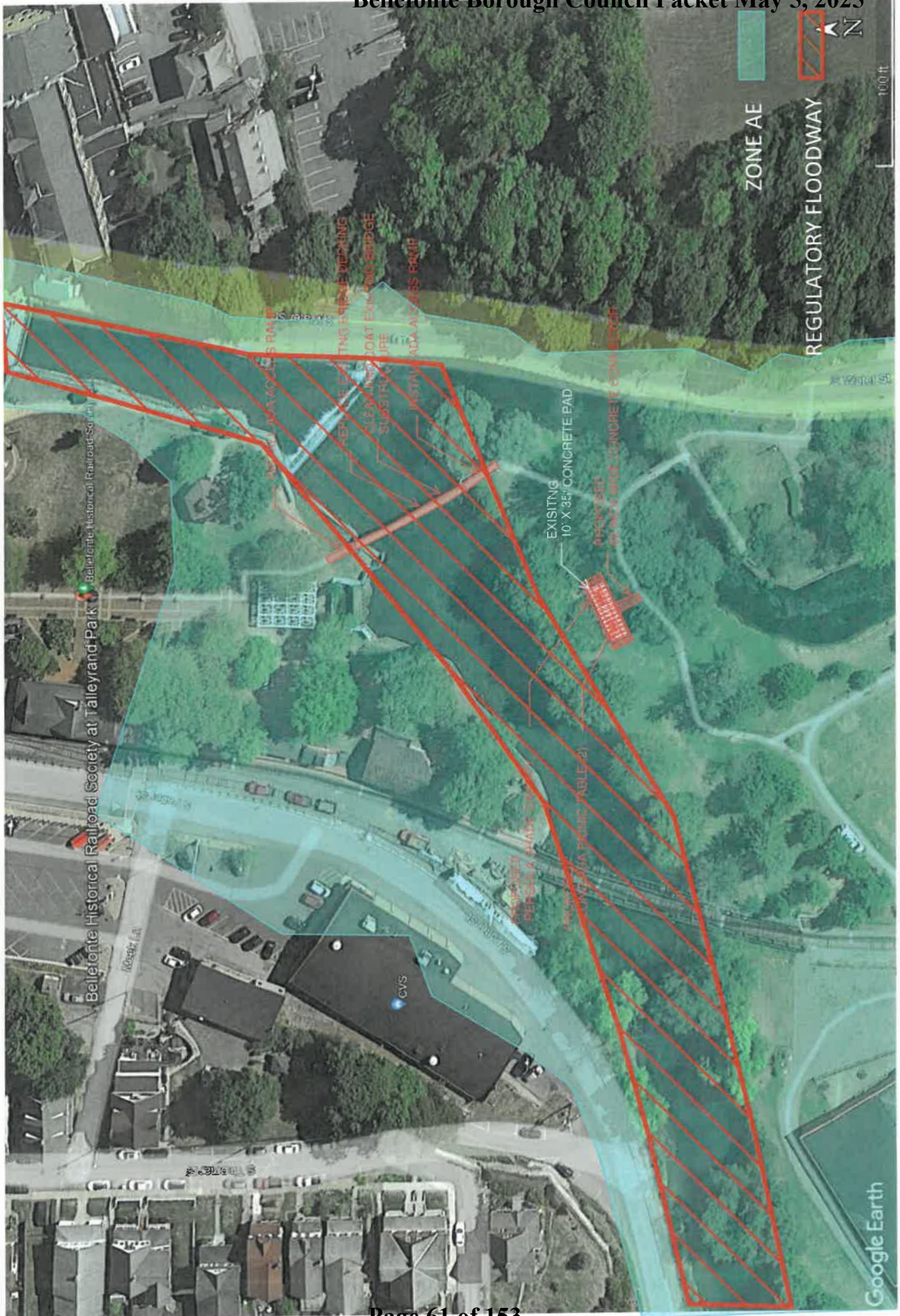
Bellefonte Borough

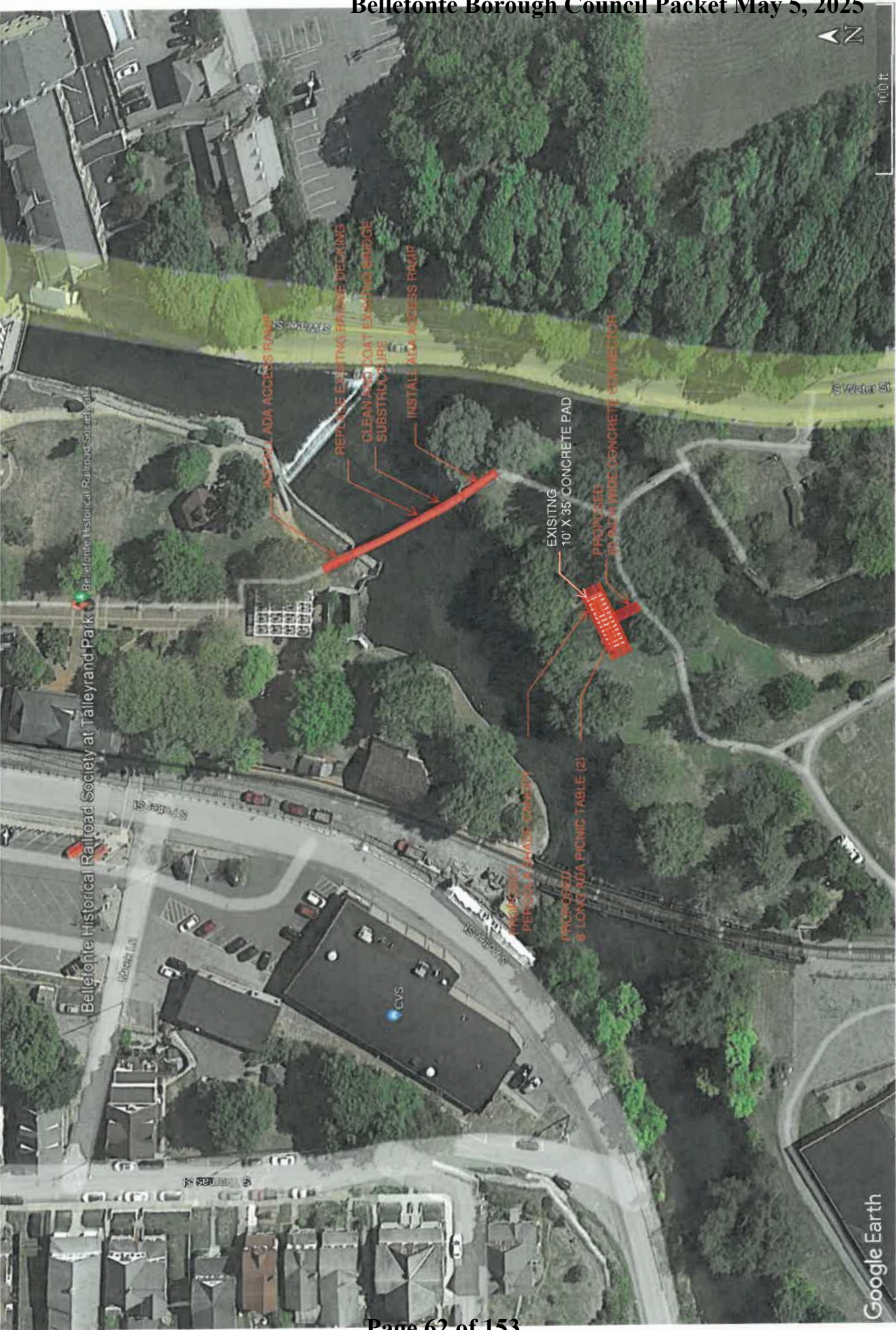
Talleyrand Park Suspension Bridge RAB project

Presumed benefit, disabled residents, 707 total per HUD
exchange/census/acs/disability data



project locations



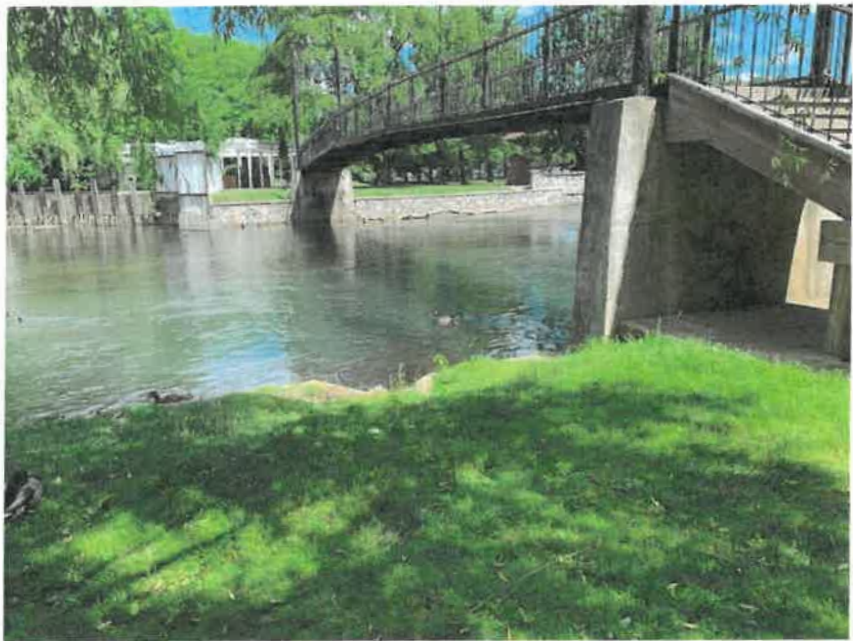




Stairs are inaccessible
Need replaced with ramps

Talleyrand Suspension Bridge
wood decking is an accessibility issue -
warping, gaping.





Talleyrand Suspension Bridge
Stairs are inaccessible to disabled residents, making it impossible to cross



Picnic area is inaccessible to disabled residents – no ADA pathway to area and table not accessible.



Talleyrand Bridge Decking

Current design/material is wood, which has created a barrier for disabled residents, as the wood is slippery, has warped, and is “gapped” so that the presumed LMI group of disabled residents who utilize wheelchairs, walkers, canes, etc., do not have accessibility over the bridge.



ATTACHMENT B
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established worksite.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each

subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract, or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**ATTACHMENT C
GRANTEE INTEGRITY**

- A. Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:
- i. “Affiliate” means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50 % of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. “Grantee” means the individual or entity, that has entered into the funding agreement with the Commonwealth.
 - iii. “Grantee Related Parties” means any Affiliates of the Grantee or the Grantee’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
 - iv. “Financial Interest” means ownership of more than five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position in management.
 - v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
 - vi. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.
- B. Representation and Warranties.
- i. Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 1. Been indicated or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. Been suspended, debarred, or otherwise disqualified for entering into any contract with any governmental agency;
 3. Had any business license or professional license suspended or revoked;
 4. Had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. Been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
 - ii. Contractor Explanation. If the Grantee cannot make the representation and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth’s best interest to execute the agreement.

- iii. Further Representations. By submitting any bills, invoices, or request for payment to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
 - iv. Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of this agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- C. Grantee Responsibilities. During the term of this agreement, the Grantee shall:
- i. Maintain the highest standards of honesty and integrity.
 - ii. Take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - iii. Establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. Not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
 - v. Not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date of the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - vi. Comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01et seq.) regardless of the method of award.
 - vii. Comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - viii. Immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- D. Investigations. If a State Inspector General investigation is initiated, the Grantee shall:
- i. Reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be

- responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. Cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
 - iii. Upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. The information may include, but is not to be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- E. Termination. For violation of any of these Grantee Integrity Provision, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- F. Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontractors shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure their compliance with provisions.

Bellefonte Borough Council Packet May 5, 2025

**COUNTY "ON BEHALF OF"
SUBRECIPIENT AGREEMENT**

**CENTRE COUNTY
OFFICE OF THE COMMISSIONERS
OBO BELLEFONTE BOROUGH
FEDERAL FISCAL YEAR 2023**

THIS SUBRECIPIENT AGREEMENT made and entered into this 5th day of May, 2025

BY

AND

BETWEEN

Centre County, hereinafter referred to as "COUNTY", with its principal place of business at:

420 Holmes Street,
Bellefonte, PA 16823-1401

AND

Bellefonte Borough, hereinafter referred to as an "on behalf of" recipient "OBO", with its principal place of business at:

301 North Spring Street,
Bellefonte, PA 16823

WITNESSETH:

WHEREAS, the Pennsylvania Department of Community and Economic Development (DCED) has awarded the OBO an FFY 2023 Community Development Block Grant (CDBG); and

WHEREAS, the COUNTY is required by P.L. 179 and the contract from DCED to apply for CDBG funding and assist OBO with grant administration, project development, and project management; and

WHEREAS, OBO acknowledges that they shall comply with federal and state regulations.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
THE SERVICES OF OBO**

- A) Subject to the terms of this AGREEMENT, the COUNTY hereby grants to the OBO out of FFY 2023 appropriated to the COUNTY by DCED in accordance with the CDBG Program funds in the amount of ninety-seven thousand nine hundred ninety-three thousand dollars (\$97,993), or such portion thereof as may be required. Which said grant is made subject to the condition that it shall be used by the OBO to carry out the following activity:

Talleyrand Park Suspension Bridge RAB

- B) This grant is further conditioned upon the Activity Description (DCED-CDBG-007), Project Budget (DCED-CDBG-012), Project Timetable (DCED-CDBG-0013), maps, and other project activity documentation submitted to and approved by Pennsylvania Department of Community and Economic Development (DCED), as included in Appendix A, hereto attached, and any budget revision/modification subsequently approved by DCED.

**ARTICLE II
COMPLIANCE WITH DCED, UNIFORM GUIDANCE, AND COUNTY REQUIREMENTS**

All activities authorized by this AGREEMENT shall be performed in accordance with the CDBG Program Entitlement Grant Regulations 24 CFR Part 570 and other applicable federal and state statutes and regulations and special conditions, relevant directives and guidelines provided by DCED and/or the COUNTY. The OBO acknowledges that this AGREEMENT is subject to all requirements as set forth in the AGREEMENT and further agrees that it will comply with all future requirements established by DCED or the COUNTY.

The OBO also agrees to comply with Office of Management and Budget 2 CFR 200, entitled "Uniform Administrative Requirements for Federal Awards."

**ARTICLE III
CONSULTANT**

COUNTY has designated SEDA-Council of Governments' (SEDA-COG) Community Development Program, 201 Furnace Road, Lewisburg, PA 17837, as its Consultant for the implementation, oversight, and administration of this Program. OBO hereby agrees to recognize this agency designation, engage SEDA-COG, cooperate fully, and accept direction from SEDA-COG's Community Development staff in the same manner as if provided by COUNTY. OBO further acknowledges that SEDA-COG shall review and approve any and all release of CDBG funds allocated to OBO under the terms of this AGREEMENT, and decisions of SEDA-COG and COUNTY shall be final.

**ARTICLE IV
EFFECTIVE DATE AND TERMINATION DATE**

Subject to the provisions of this AGREEMENT and the availability of state and federal funds, the term of this AGREEMENT shall be effective on November 13, 2024, and shall terminate on November 30, 2026 The OBO acknowledges that failure to complete the entire project, assisted in whole or in part by

these funds, on or before this termination date, shall render the project ineligible and require repayment/surrender of all CDBG funds.

**ARTICLE V
FISCAL DUTIES OF THE SUBGRANTEE**

- A) The funds under this AGREEMENT will be paid upon receipt of copies of approved, eligible invoices and receipt of funds by the COUNTY. COUNTY checks will be payable to the contractor/vendor, or in special circumstances, as preapproved by COUNTY or its Consultant to the OBO as reimbursements.
- B) In the case of direct costs incurred by the OBO, payment will be made by the COUNTY upon receipt of a certified statement of said costs. Requests shall be on the attached form(s) or as provided by the COUNTY.
- C) The OBO agrees that it will use the funds granted hereunder or as much as may be necessary to complete the aforesaid approved activity in accordance with the terms proposed. If, after all or any part of the funds have been paid, the OBO decides to terminate or alter the activity, and said activity is not consistent with federal and state program regulations, DCED or COUNTY may require repayment or redirection of the funds theretofore paid.
- D) In the event that DCED or COUNTY shall require repayment or redirection of use of all, or a portion of the funds granted herein, the repayment or redirected use shall include, if any, all interest, income, accumulations, and the monetary equivalent of any appreciation in value of any property (real, personal, or mixed) purchased with the funds granted herein. Upon request by DCED or the COUNTY for repayment, a check shall be written by the OBO for the principal plus the total of any such interest, income, accumulations, or appreciation in value.
- E) The OBO agrees to avail all books and records to the COUNTY in order to facilitate any audit required by the COUNTY and/or DCED.
- F) Any income received by the OBO resultant from the use of these CDBG funds are to be transferred to the COUNTY. COUNTY shall document and report this income as required by DCED and reallocate to the OBO any entitled share of this income in accordance with the existing DCED policies, except that COUNTY may set aside up to 20% for administrative costs (pending approval from DCED). Income shall include, but is not limited to, repayments of interest and/or principal on loans, interest on revolving funds, proceeds from the sale or lease of property or equipment purchased with CDBG funds, and as further delineated in 24 CFR, Part 570.500, excluding, however, any income received through special assessments of non-low and non-moderate-income residents which shall be retained and expended for the activities for which the OBO received these CDBG funds as specified herein at ARTICLE I, Paragraph (A).

If the aggregate amount of income received by the COUNTY in a single year (January 1 – December 31) from CDBG funded activities is equal to or exceeds \$35,000, it shall be declared as Program Income. Income received from a Revolving Loan Fund, regardless of the amount, is considered Program Income. Program Income generated from a CDBG project funded by the OBO shall be allocated to an eligible, fundable activity by the OBO with approval by the COUNTY in accordance with all of the terms hereof. Program Income must be expended before a draw of funds from the U.S. Treasury (reference COUNTY’S adopted Program Income Reutilization Plan).

If the aggregate income received by the COUNTY in a single year (January 1 – December 31), the exception being income received from Revolving Loan Funds as noted in the previous paragraph, is

\$34,999.99 or less and does not meet the definition of Program Income, it shall be declared as Miscellaneous Income. The County shall refund Miscellaneous Income generated from a CDBG project funded by the OBO to the OBO. The OBO shall apply the Miscellaneous Income to any CDBG eligible activity.

The COUNTY shall report on the aggregate of all income earned by the COUNTY and the OBO during the reporting year.

G) Budget and Costs

- 1) The OBO shall request disbursement of activity costs in accordance with the budget. No other request shall be made. In no event may the OBO's share of the budget be increased unless and until a properly submitted amended budget proposal is considered, approved, and made a part hereof by the COUNTY.
- 2) The OBO shall charge to the account all approved costs of the activity. All such costs, including services contributed by the OBO or others and charged to the account, shall be supported by properly executed payroll records, time records, invoices, contracts, vouchers, or other records indicating, in proper detail, the nature and propriety of the charge.

**ARTICLE VI
TERMINATION FOR DEFAULT, CONVENIENCE
OR AVAILABILITY OF FUNDS**

A) Termination for Default

If, through any cause, the OBO shall fail to fulfill, in a timely and proper manner, its obligations under this AGREEMENT, or in the event of violation of any of the covenants contained herein, the COUNTY shall thereupon have the right to terminate this AGREEMENT by giving written notice to the OBO specifying the effective date of termination. Said notice shall be given in writing to the OBO and will be effective upon receipt by the OBO. In such event, all records and such grant monies as may have been expended contrary to the terms of this AGREEMENT, shall be turned over to the COUNTY.

B) Termination for Convenience

The COUNTY or OBO may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

C) Any and all payment from the COUNTY to/for the OBO under this AGREEMENT is conditioned upon receipt of appropriately budgeted funds from DCED's CDBG Program.

D) Termination of this AGREEMENT shall be in accordance with 2 CFR 200, subpart D.

**ARTICLE VII
TEMPORARY SUSPENSION OF PROJECT**

The OBO shall suspend all or any part of its activities utilizing funds granted by the COUNTY, at any time during the period covered by this AGREEMENT, upon receiving written notice from the COUNTY. The COUNTY may give notice to suspend:

- 1) For violations of regulations, audit exceptions, misuse of funds or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity;
- 2) When, in the opinion of the COUNTY, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster; or
- 3) When, for any reason, DCED gives notice of termination or suspension to the COUNTY.
- 4) Temporary suspension of this AGREEMENT shall be in accordance with 2 CFR 200, subpart D.

**ARTICLE VIII
INTEREST OF THE OBO**

- A) The OBO covenants that it and its employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its activities hereunder. The OBO further covenants that in the performance of this AGREEMENT, it will not knowingly employ any person having any such interest.
- B) The OBO will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**ARTICLE IX
INTEREST OF MEMBERS OF THE COMMONWEALTH AND OTHERS**

No officer, member or employee of the COMMONWEALTH and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this AGREEMENT shall participate in any decision relating to this AGREEMENT which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the COMMONWEALTH and no member of its governing body have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

**ARTICLE X
ASSIGNMENT, TRANSFER, COLLATERAL USE**

The OBO shall not assign any interest in this AGREEMENT, nor shall any interest be transferred by novation or assignment without prior written consent of the COUNTY.

**ARTICLE XI
RESPONSIBILITIES OF OBO**

- A) The OBO shall perform the activities under this AGREEMENT as an independent contractor and 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, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this AGREEMENT.
- B) It is understood and agreed that the OBO's standard liability insurance policies protect, or shall be endorsed to protect, the COUNTY from claims of bodily injury and of property damage arising out of any services performed by the OBO or its employees or agents 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 activity when validly present on OBO's premises, whether or not actually engaged in the activity at the time the claim inures.

**ARTICLE XII
INDEMNIFICATION**

COUNTY shall indemnify, save harmless and defend OBO, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from COUNTY, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

OBO shall indemnify, save harmless and defend COUNTY, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from OBO, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

**ARTICLE XIII
PATENT RIGHTS**

- A) Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the OBO, or its employees, in the course of, in connection with or under the terms of this AGREEMENT, the OBO shall immediately give the COUNTY written notice thereof and shall promptly, thereafter, furnish the COUNTY with complete information thereon. The COUNTY shall notify DCED, who shall have sole and exclusive power to determine whether or not and where a patent application shall be filed, and to determine the disposition, improvement, or discovery, including title to and rights under any patent application or patent that may issue thereon. The OBO warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

- B) Except as otherwise authorized in writing, the OBO shall obtain patent agreements to effectuate the provisions of this ARTICLE from all persons who perform any part of the work under this AGREEMENT, except such clerical and manual labor personnel as will have no access to technical data.
- C) Except as otherwise authorized in writing, the OBO will insert in each subcontract, having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.
- D) If DCED obtains patent rights pursuant to this ARTICLE, the OBO shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

**ARTICLE XIV
RIGHTS IN DATA, COPYRIGHTS AND DISCLOSURE**

A) Rights in Data

Data submitted to and accepted by the COUNTY under this Agreement shall be the property of the COUNTY, and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval of the OBO.

B) Copyright

The OBO relinquishes any and all copyrights and/or privileges to data developed under this AGREEMENT.

C) Disclosure and Confidentiality

The OBO agrees not to divulge or release any information, reports or recommendations developed or obtained in connection with the performance of this AGREEMENT for private use; however, divulgence or release of information, reports or recommendations shall be permitted at such times and in such manners as expressly provided for in such concurrent agreements between the OBO and other governmental agencies, whether federal, state or local, as may directly relate to the performance of this AGREEMENT.

D) The Term "Data"

The term "data," as used in this AGREEMENT, includes written reports, studies, drawings or other graphic, electronic, chemical, or mechanical representations, and work of any similar nature that is required to be delivered under this AGREEMENT.

**ARTICLE XV
RECORDS**

The COUNTY and OBO shall maintain full and accurate records at their principal office or place of business, or other approved location, with respect to all matters covered by this AGREEMENT. The COUNTY, or any designee, shall have full access thereto during regular business hours and at all times necessary to original instruments, including records or copies thereof in possession, custody, or control

of the OBO. This shall include the right to examine and audit, the right to make transcripts therefrom, the right to inspect all activity data, documents, proceedings, records, or notes of activities. It shall be the duty of the COUNTY and OBO to retain all activity records for a period of four (4) years after the final audit and the DCED grant is closed by the U.S. Department of Housing and Urban Development (HUD).

**ARTICLE XVI
PROGRESS REPORTS**

The OBO shall furnish to the COUNTY such information as may be necessary for the COUNTY to report to DCED. These reports include, but are not limited to, status reports of the activity, activity accounts, statements, certificates, approvals, proposed budgets, copies of all contracts executed and proposed, employment placement, follow-up reports, any and all other information relative to the activity as may be requested by DCED.

**ARTICLE XVII
SUBCONTRACTS**

- A) The COUNTY reserves the right to require the OBO to submit contracts for prior review and approval. If the COUNTY exercises such right by notifying the OBO of the requirement, the OBO shall not execute or concur in any contract with any person or entity in any respect concerning the activity herein without prior written approval of the COUNTY.
- B) If the COUNTY does not notify the OBO of the requirement of prior review and approval of contracts, the OBO shall submit copies of executed contracts for informational and reporting purposes.
- C) The OBO shall be responsible for the quantity and quality of the performance of any of its contracts.

**ARTICLE XVIII
AMENDMENTS**

This AGREEMENT shall not be subject to any alterations, amendments, extensions, or revisions by any previous, contemporary, or subsequent purported written or oral statement or agreement, except by an AGREEMENT amendment properly executed by the parties. However, revisions to the scope of work, to the proposal or to the AGREEMENT budget may be proposed by the OBO and approved and made a part hereof upon written notification from the COUNTY.

In addition, the OBO is subject to COUNTY directives as stated in ARTICLE II of this AGREEMENT. Thus, a directive may be issued by DCED that would result in amending a requirement or provision of this AGREEMENT.

**ARTICLE XIX
ASSURANCES**

- A) The OBO makes assurances that it will carry out its responsibilities under this AGREEMENT in compliance with the following statutes, regulations, or guidelines:
 - 1) Davis-Bacon Act, P.L. 86-624, as amended (40 U.S.C. 276a - 276a-5).
 - 2) Contract Work Hours & Safety Standards Act, P.L. 87-581 (40 U.S.C. 327 et seq)

3) Copeland “Anti-kickback” Act (40 U.S.C. 276c)

DOL regulations at 29 CFR Parts 1, 3, 5, 6 and 7. These regulations implement the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act.

Section 110 of the Housing and Community Development Act of 1974, P.L. 93-383, as amended.

- 4) Section 3 of the Housing and Urban Development Act of 1958, P.L. 90-448 (12 U.S.C. 1701u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment should be given to low-income persons residing within the unit of local government in which the activity is located, and that contracts for work in connection with the activity may be awarded to eligible business concerns which are located in or owned, in substantial part, by persons residing within the local government unit.
- 5) Title VI of the Civil Rights Act of 1964, P.L. 88-352 (42 U.S.C. 2000d et seq) and HUD regulations at 24 CFR Part 1. Title VI prohibits discrimination on the basis of race, color, or national origin in any federally assisted program.
- 6) Title VII of the Civil Rights Act of 1964, Sexual Harassment.
- 7) Title VIII of the Civil Rights Act of 1968, P.L. 90-284, (42 U.S.C. 3601 et seq), popularly known as the Fair Housing Act. Title VIII prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental, or financing of housing.
- 8) Executive Order 11063, Equal Opportunity in Housing, November 20, 1962 (27CFR 11527), as amended by Executive Order 12259, December 31, 1980 (46CFR 1253), and HUD regulations at 24 CFR Part 107. Activities related to housing and urban development should be administered affirmatively in accordance with Title VIII of the Civil Rights Act of 1968.
- 9) Section 109 of the Housing and Community Development Act of 1974, P.L. 93-383 (42 U.S.C. 5309), as amended by the Housing and Urban-Rural Recovery Act of 1983, P.L. 98-181. Section 109 prohibits discrimination on the basis of race, color, national origin or sex in any program or activity funded under the Housing and Community Development Act.
- 10) Age Discrimination Act of 1975, P.L. 94-135 (42 U.S.C. 6101 et seq).
- 11) Section 504 of the Rehabilitation Act of 1973, P.L. 95-602 (29 U.S.C. 794).
- 12) Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30CFR 12319), as amended by Executive Order 12086, October 5, 1978 (43CFR 46501), and HUD regulations 24 CFR, Part 130 and 41CFR, Chapter 60. This Executive Order prohibits discrimination and directs affirmative action efforts in federally assisted programs.
- 13) Pennsylvania Act 43 (May 11, 2006) prohibiting employment of illegal alien labor.
- 14) Executive Order 11625, Minority Business Enterprise, October 14, 1971 (36 CFR 19967)
- 15) Executive Order 12138, Women’s Business Enterprise, May 18, 1979 (44 CFR 29637)

- 16) Pennsylvania Human Relations Act P.L. 47 (43 P.S. 951 et seq.)
- 17) Public Works Verification Act.
- 18) Title IV of the Lead-Based Paint Poisoning Prevention Act P.L. 91-695, as amended (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- 19) Architectural Barriers Act of 1968 P.L. 90-480, as amended (42 U.S.C. 4151 et seq.).
- 20) Section 6002 of the Resources Conservation and Recovery Act of 1976, P.L. 94-580, as amended (42 U.S.C. 6962), and regulations at 40 CFR Part 249. 24 CFR Part 39, Cost Effective Energy Conservation Standards.
- 21) Pennsylvania Steel Products Procurement Act P.L. 6 (73 P.S. 1881 et seq.).
- 22) Separate specifications for general construction, plumbing, HVAC, and electrical work: separate bids and contracts, P.L. 155 (71 P.S. 1618).
- 23) OBO shall comply with the PA Prevailing Wage Act of 1962, as amended (43 PS 165-1 through 165-17), when applicable.
- 24) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), when applicable. The required certification must be on file for awards exceeding \$100,000.
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 25) COUNTY and OBO shall comply with the Grantee Integrity provisions in Attachment C.
- 26) During the term of this AGREEMENT, OBO agrees as follows:
 - a) OBO shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation. OBO shall take affirmative action to ensure

that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. OBO shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause, as included in Attachment B, hereto attached.

- b) OBO shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation.
- c) OBO shall establish and maintain a written Sexual Harassment Policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. OBO shall include the provisions of this sexual harassment clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- d) OBO shall send each labor union or workers' representative, with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by OBO.
- e) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that OBO had delegated some of its employment practices to any union, training program or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that the OBO was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- f) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that OBO will be unable to meet its obligations under this nondiscrimination clause, OBO shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- g) OBO shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of OBO'S noncompliance with the nondiscrimination clause of this AGREEMENT or with any such laws, this AGREEMENT may be terminated or suspended, in whole or in part, and OBO may be declared temporarily ineligible for further COMMONWEALTH contracts, and other sanctions may be imposed, and remedies invoked.
- h) OBO shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If OBO does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

- i) OBO shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- j) OBO shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- k) OBO obligations under this clause are limited to the OBO's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

B) Access to Information

COUNTY and OBO will provide reasonable access to citizens to all information regarding its CDBG-assisted activities and management.

C) Displacement

OBO will minimize displacement of persons as a result of activities assisted by CDBG funds in compliance with the COUNTY'S Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of The Housing and Community Development Act of 1974, as amended.

D) Benefit Assessments for Public Improvement

OBO will not attempt to recover any capital costs of public improvements assisted in whole or part by CDBG funds or with amounts resulting from a guarantee under Section 108 of the 1974 Housing and Community Development Act, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvement, unless (i) funds received under CDBG are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the OBO shall certify to the COUNTY, as the case may be, that it lacks sufficient funds received under CDBG to comply with the requirements of clause (i).

E) Mandatory Tap-in Ordinance

OBO will adopt and enforce an ordinance mandating that all residents intended to benefit from water or sewerage extensions funded in whole or in part with CDBG funds must tap into the extended system.

F) Violating Facilities List

OBO will ensure the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of a program, are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify COUNTY of the receipt of any communication from the Director of EPA Office of Federal Activities indicating that a facility to be used in the activity is under consideration for the listing by the EPA.

G) Project Sign

OBO shall require all contractors to erect a sign at the activity site indicating that "This activity is financed in whole or part by a grant from the Pennsylvania Department of Community and Economic Development, Community Development Block Grant Program."

H) Fire Protection and Safety Standards

OBO will comply with the provisions of the Fire Administration Authorization Act of 1992 (PL. 102-522).

I) Section 504 Compliance

COUNTY shall conduct a Section 504 self-evaluation for any CDBG funded activity. COUNTY shall develop a transition plan, for any structural barriers identified during the self-evaluation, inviting public review and comment.

J) Compliance with State Contractor Responsibility Program

- 1) OBO certifies for itself that, as of the date of execution of this contract, it is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
- 2) OBO certifies for itself that, as of the date of execution of this contract, it has no unsatisfied tax liabilities or other Commonwealth obligations.

K) Redundant CDBG Policies

Based on direction provided by the COMMONWEALTH, OBO is no longer a grantee of the CDBG program, but remains an Entitlement community under PA Act 179. Accordingly, the CDBG funding for OBO flows through COUNTY, as grantee. Therefore, previously required CDBG policies, procedures and plans adopted by OBO shall only be applicable as deemed necessary and appropriate by OBO or COUNTY. Further, OBO agrees to cooperate with COUNTY in implementation of County policies and procedures as may be required of CDBG grantees.

**ARTICLE XX
CHANGE OF USE OF REAL PROPERTY**

In compliance with 24 CFR 570.489(j) real property which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement of 2 CFR 200.88 shall not be changed. These standards shall apply from the date CDBG funds are first spent for the property until the closeout of the unit of subrecipient's grant unless:

- A) The subrecipient provides affected citizens with reasonable notice of and opportunity to comment on any proposed change and;
 - 1) The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government, or;

- B) If the subrecipient determines after consultation with affected citizens that it is appropriate to change the use of the property to a use which does not qualify under paragraph A of this section, it may retain or dispose of the property for the changed use if the unit of general local government's CDBG program is reimbursed or the State's CDBG program is reimbursed at the discretion of the State.

**ARTICLE XXI
ENVIRONMENTAL REVIEW**

The OBO shall have no direct responsibility for the environmental review required by the National Environmental Policy Act of 1969. Satisfaction of this review procedure shall be the responsibility of the COUNTY. OBO shall verify that environmental clearance has been obtained by COUNTY before entering into any CDBG reimbursable contracts. The OBO shall provide the COUNTY with any information required during this review and further certifies to the COUNTY that it has and will comply with the following:

A) Historic Properties

- 1) The National Historic Preservation Act of 1966, P.L. 89-665, as amended (16 U.S.C. 470 et seq), particularly Section 106 (16 U.S.C. 470f).
- 2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36CFR 8921); particularly Section 2(c).
- 3) The Reservoir Salvage Act of 1960, P.L. 86-523 (16 U.S.C. 469 et seq), particularly Section 3 (16 U.S.C. 469a-1), as amended by the Archaeological and Historic Preservation Act of 1974.

B) Floodplain Management and Wetlands Protection

- 1) Flood Disaster Protection Act of 1973, P.L. 90-448, as amended (42 U.S.C. 4001 et seq), particularly Sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)].
- 2) Executive Order 11988, Floodplain Management, May 24, 1977 (42CFR 26951 et seq), particularly Section 2(a).
- 3) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42CFR 26961 et seq), particularly Sections 2 and 5.

C) Coastal Zone Management

The Coastal Zone Management Act of 1972 P.L. 89-454, as amended (16 U.S.C. 1451 et seq), particularly Section 307(c) and (d) [16 U.S.C. 1256(c) and (d)].

D) Sole Source Aquifers

The Safe Drinking Water Act of 1974, P.L. 93-523, as amended (42 U.S.C. 201, 300(f) et seq, and 21 U.S.C. 349), particularly Section 1424(e) [42 U.S.C. 300(h) - 303(e)].

E) Endangered Species

The Endangered Species Act of 1973 P.L. 93-205, as amended (16 U.S.C. 1531 et seq), particularly Section 7 (16 U.S.C. 1536).

F) Wild and Scenic Rivers

The Wild and Scenic Rivers Act of 1968, P.L. 90-542, as amended (16 U.S.C. 1271 et seq), particularly Sections 7(b) and (c) [16 U.S.C. 1278 (b) and (c)].

G) Air Quality

The Clean Air Act, P.L. 88-206, as amended (42 U.S.C. 7410 et seq), particularly Sections 176(c) and (d) [42 U.S.C. 7506 (c) and (d)].

H) Environmental Standards

HUD environmental standards [24 CFR Part 51, Environmental Criteria and Standards (44CFR 40860 - 40866, July 12, 1979)].

I) Water Quality

Federal Water Pollution Control Act, P.L. 92-500, as amended (33 U.S.C. 1251 et seq).

J) Solid Waste

Solid Waste Disposal Act, P.L. 89-272, as amended (42 U.S.C. 6901 et seq).

**ARTICLE XXII
ACQUISITION/RELOCATION**

In the event that the activity funded under this AGREEMENT includes acquisition and/or relocation, the OBO will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended (42 U.S.C. 4601 et seq), HUD regulations at 24 CFR 570.606 and the Eminent Domain Code, Act of June 22, 1964, Special Session, P.L. 84, as amended, 26 P.S. 1-101 et seq.

The OBO further ensures that any real property under the OBO's control that was acquired or improved, in whole or in part, with CDBG funds in excess of Twenty-Five Thousand (\$25,000) Dollars, is either:

Used to meet one (1) of the national objectives in 24 CFR 570.208 until five (5) years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by DCED;

or

Is disposed of in a manner which results in the COUNTY being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to expenditures of

non-CDBG funds for acquisition of, or improvements to, the property. Said reimbursement to be treated by COUNTY as Program income in accordance with Article IV, § F. Such reimbursement is not required after the period of time specified in accordance with (1) above.

**ARTICLE XXIII
PROHIBITION AGAINST POLITICAL ACTIVITIES**

The OBO makes assurances that it will comply with the Hatch Act, P.L. 89-554 (5 U.S.C. 1501 et seq), which prohibits certain political activities by state or local officers or employees whose principal employment is financed entirely by loans or grants made by the United States or a federal agency.

**ARTICLE XXIV
SEVERABILITY**

Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this AGREEMENT.

**ARTICLE XXV
CONSTRUCTION**

This AGREEMENT shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the COMMONWEALTH. All of the terms and conditions of this AGREEMENT are expressly intended to be construed as covenants, as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXVI
ENTIRE AGREEMENT**

This AGREEMENT, when signed by all of the parties hereto, and Appendix A, constitutes the full and complete understanding and agreement of all parties and may not be, in any manner, interpreted or fulfilled in contradiction of its express terms as provided above.

**ARTICLE XXVII
PAYMENT PROVISIONS**

The OBO'S award, as stipulated in ARTICLE I, may be made based upon the determination of the OBO'S needs. The OBO must provide documentation to the COUNTY for all payments in accordance with directives and on forms supplied by the COUNTY. This grant, or parts thereof, shall become payable under this AGREEMENT when the OBO has complied with the following conditions, if applicable.

- A) No activity may be undertaken by the OBO until OBO has obtained notice from the COUNTY that the Environmental Review process is satisfactorily completed.
- B) No funds may be requested by the OBO until the OBO is in full compliance with the Pennsylvania Flood Plain Management Act.

- C) No activities may be undertaken, or funds requested without the explicit approval by COUNTY or CONSULTANT.

**ARTICLE XXVIII
CONDITIONS FOR RELIGIOUS ORGANIZATIONS**

In compliance with 24 CFR 570.200(j)(1), CDBG funds may not be used for the acquisition of property or the construction or rehabilitation of structures to be used for religious purposes which will otherwise promote religious interests.

CDBG funding may be used to rehabilitate buildings owned by primarily religious entities to be used for a secular purpose in compliance with 24 CFR 570.200(j)(2)(i-vii).

Generally, CDBG funding may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the COUNTY or SUBRECIPIENT from which the CDBG funds are derived per regulations 24 CFR 570.200(j)(3)(i-iv).

Where the public services provided under 24 CFR 570.200(j)(3) are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes only an incidental portion of the CDBG expenditures for the public services.

**ARTICLE XXIX
AUDIT**

In compliance with Uniform Guidance 2 CFR 200.330, COUNTY shall monitor the level of federal expenditures within a single year by the SUBRECIPIENT to ensure compliance with the Single Audit Act. In the event the SUBRECIPIENT expends more than \$1,000,000 of any federal funding within its fiscal year, the SUBRECIPIENT will be required to comply with the Single Audit Act, 2 CFR 200.501. To ensure compliance with the Uniform Guidance, should the Single Audit Act be triggered by the SUBRECIPIENT, the COUNTY shall secure a copy of the SUBRECIPIENT'S single audit.

Bellefonte Borough Council Packet May 5, 2025

Program: Community Development Block Grant (CDBG)
Contract No.: C000088715
CFDA No.: 14.228
County Federal ID Number: 24-6000724

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year aforesaid.

OBO Federal ID Number: 24-6000566
OBO UEI Number: ZM88RQT21NR9

ATTEST: **BELLEFONTE BOROUGH**

(Seal) Barbara Dann, Council President

ATTEST: **CENTRE COUNTY**

John Franek Jr., Administrator Mark Higgins, Chairman

Amber Concepcion, Vice-Chairperson

Steven G. Dershem, Commissioner

ATTACHMENT A

Attachments:

Activity Description (DCED-CDBG-007)

Project Budget (DCED-CDBG-012)

Project Timetable (DCED-CDBG-0013)

Maps

Any other project activity documentation submitted

Project Activity and budget as described herein and further described in the Grantee application documents attached hereto.

Bellefonte Borough Council Packet May 5, 2025

DCED-CDBG-007 (04/2024)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
CENTER FOR COMMUNITY & HOUSING DEVELOPMENT

ACTIVITY DESCRIPTION

(Complete one for each Activity Eligibility)

1. APPLICANT/GRANTEE NAME: Centre County obo Bellefonte Borough		2. DATE: November 1, 2024																						
3. TYPE <input checked="" type="checkbox"/> Original <input type="checkbox"/> Revised		4. FUNDING YEAR FFY 2024																						
5. MULTI-YEAR FUNDED (IF YES, IDENTIFY FY): Yes, FFY 2022, 2023																								
6a. HUD MATRIX CODE: 03B Facilities for Persons with Disabilities		6b. ACTIVITY NAME Talleyrand Park Suspension Bridge RAB																						
7. ACTIVITY LOCATION: Talleyrand Park, Bellefonte, PA		8. COST: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">CDBG \$</th> <th style="text-align: right;">96,163</th> <th style="text-align: center;">Committed</th> </tr> <tr> <th></th> <th></th> <th style="text-align: center;">Yes No</th> </tr> <tr> <td>Federal \$</td> <td style="text-align: right;">195,945</td> <td style="text-align: center;"><input checked="" type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td>State \$</td> <td></td> <td style="text-align: center;"><input type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td>Local \$</td> <td></td> <td style="text-align: center;"><input type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td>Private \$</td> <td></td> <td style="text-align: center;"><input type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td>TOTAL \$</td> <td style="text-align: right;">292,108</td> <td></td> </tr> </table>		CDBG \$	96,163	Committed			Yes No	Federal \$	195,945	<input checked="" type="checkbox"/> <input type="checkbox"/>	State \$		<input type="checkbox"/> <input type="checkbox"/>	Local \$		<input type="checkbox"/> <input type="checkbox"/>	Private \$		<input type="checkbox"/> <input type="checkbox"/>	TOTAL \$	292,108	
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TOTAL \$	292,108																							
9. NATIONAL OBJECTIVE: <input checked="" type="checkbox"/> LMI <input type="checkbox"/> S/B <input type="checkbox"/> UN																								
10. NATIONAL OBJECTIVE JUSTIFICATION (USE FEDERAL STATE REGULATION CITATION NUMBERS 24 CFR 570.483 SERIES - 24CFR570.483(b)(2)(ii)(A) Benefit a clientele who are generally to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low and moderate income: disabled persons																								
11. GOAL ADDRESSED: 4. Public infrastructure and community facility projects - Provide flexibility to local govt																								

A. LMI BENEFIT TESTS (CHOOSE ONE)

1. LMI AREA BENEFIT (CHOOSE ONE): <input type="checkbox"/> ACS DATA C.T.: _____ B.G.: _____ CDP: _____ Area Pop.: _____ LMI Pop.: _____ % LMI: _____ OR <input type="checkbox"/> SURVEY Date of Survey: _____ Total Families: _____ # Responses: _____ # Persons: _____ # LMI Persons: _____ % LMI Persons: _____ <input type="checkbox"/> Required Survey Info Provided	2. LMC LIMITED CLIENTELE: Choose one of first 3 categories. <input type="checkbox"/> Income Eligibility <input type="checkbox"/> Nature/Location <input checked="" type="checkbox"/> Presumed Benefit (choose one, if applicable) <input type="checkbox"/> Abused Children <input type="checkbox"/> Battered Spouse <input type="checkbox"/> Elderly Persons <input type="checkbox"/> Homeless Persons <input type="checkbox"/> Illiterate Adults <input type="checkbox"/> Persons w/ Aids <input type="checkbox"/> Migrant Farm Worker <input checked="" type="checkbox"/> Disabled	3. LMH HOUSING INCOME ELIGIBILITY: <table style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> <tr> <td><input type="checkbox"/> Rehabilitation</td> <td></td> <td></td> </tr> <tr> <td> One-Unit Structures- Each Household LMI?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td> Two-Unit Structures- At least 1 Unit is LMI?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td> Multi-Unit Structures- 3 or more units</td> <td></td> <td></td> </tr> <tr> <td> 51% of Units are LMI?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Housing Assistance</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td> Support of New Housing</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td> Direct Homeownership Assistance</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td># of New Rental Units:</td> <td colspan="2">_____</td> </tr> <tr> <td>% LMI units (20% - 50%):</td> <td colspan="2">_____</td> </tr> <tr> <td>CDBG funds limited to:</td> <td colspan="2">_____</td> </tr> </table>		Yes	No	<input type="checkbox"/> Rehabilitation			One-Unit Structures- Each Household LMI?	<input type="checkbox"/>	<input type="checkbox"/>	Two-Unit Structures- At least 1 Unit is LMI?	<input type="checkbox"/>	<input type="checkbox"/>	Multi-Unit Structures- 3 or more units			51% of Units are LMI?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Housing Assistance	<input type="checkbox"/>	<input type="checkbox"/>	Support of New Housing	<input type="checkbox"/>	<input type="checkbox"/>	Direct Homeownership Assistance	<input type="checkbox"/>	<input type="checkbox"/>	# of New Rental Units:	_____		% LMI units (20% - 50%):	_____		CDBG funds limited to:	_____		4. LMJ JOB CREATION/RETENTION: <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Number of Jobs</th> </tr> <tr> <td>Created</td> <td>_____</td> </tr> <tr> <td>Retained</td> <td>_____</td> </tr> <tr> <th colspan="2">Number of LMI Jobs</th> </tr> <tr> <td>Created</td> <td>_____</td> </tr> <tr> <td>Retained</td> <td>_____</td> </tr> <tr> <th colspan="2">% LMI Jobs</th> </tr> <tr> <td>Created</td> <td>_____</td> </tr> <tr> <td>Retained</td> <td>_____</td> </tr> </table>	Number of Jobs		Created	_____	Retained	_____	Number of LMI Jobs		Created	_____	Retained	_____	% LMI Jobs		Created	_____	Retained	_____
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Created	_____																																																								
Retained	_____																																																								
Describe how this activity will benefit the above designated clientele: Removal of steps to pedestrian bridge, creation of ramps, creation of accessible picnic/rest area																																																									

B. SLUMS/BLIGHT TEST (CHOOSE ONE)

1. Area: <input type="checkbox"/> Area has been designated as slum, blighted or deteriorated under state or local law (Provide a copy of the designation and any support documentation)	<input type="checkbox"/> Activity Addresses Conditions
2. Spot: <input type="checkbox"/> Acquisition <input type="checkbox"/> Relocation <input type="checkbox"/> Clearance <input type="checkbox"/> Rehab <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Conditions detrimental to public safety & health	

C. URGENT NEED TEST – ALL 4 CRITERIA MUST BE MET AND DOCUMENTED

- | | |
|----------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Serious, Immediate Threat | <input type="checkbox"/> Critical Within Previous 18 months |
| <input type="checkbox"/> Urgent Condition | <input type="checkbox"/> Insufficient Local Funds |

ACTIVITY DESCRIPTION

D. ACTIVITY DESCRIPTION

Describe the activity sufficiently to demonstrate that it is an eligible activity, and that its scope is adequate to meet the identified needs of intended beneficiaries. Particular attention must be focused on the impact the proposed solution will have upon low and moderate income people, e.g. user fees, benefit assessments, etc. (For activities with user fees, complete "Local Effort/User Fee Analysis".)

For Competitive Applicants - Due to the competitive review process, the activity should be described comprehensively to substantiate the cause and magnitude of the need, and "third party" support (reports, newspaper articles, letters from affected residents, businesses, etc.), should be provided. Focus as specifically as possible on the impact of the problem on the residents of the affected area.

All activities for entitlement and competitive submissions are requested to upload a satellite image or photographs of the project area. Please label all photos.

1. Identify what is the problem and location of the problem. Identify the location of the project by street name(s) if applicable.

Talleyrand Park is a community park, heavily used by the residents of the Borough, as a place to recreate, relax and enjoy nature, which includes the Borough's beloved duck population and well stocked fish population. Currently, the pedestrian suspension bridge, located on the SW side of the park, is inaccessible to disabled residents. The bridge currently has two sets of steps as access to the bridge. This does not allow disabled residents to traverse the bridge (see attached pictures.) This leaves the disabled resident population unable to travel over the popular bridge, to view the fish species. Disabled residents are forced to use the eastern park access and are limited to where in the park they can easily travel. Additionally, the decking or floor of the bridge is made of wood, which is slippery and unsafe, has warped, split and is uneven, with large gaps, creating a barrier for disabled residents to travel across the bridge.

Furthermore, the park currently does not have an accessible area for disabled residents to rest, eat, feed the ducks or enjoy nature, off of the park pathway. The current rest/picnic area is not tied to the pathway, and has grass area between the rest/picnic area and the pathway, making it inaccessible to disabled residents. Disabled residents are stuck in the middle of the pathway if they want to stop and rest, try to eat or try to feed the ducks, which is unsafe not just for the disabled residents, but everyone in the park, as the disabled resident is stuck in the middle of the pathway. The current picnic table in this rest area is also not accessible, as it has built-in benches on all four sides of the table, making it inaccessible to disabled residents in a wheelchair or motor scooter.

2. This project has been reviewed to determine if any of the project is within the designated FLOODWAY using the best available data, and it has been determined that it is ☒ or is not ☐ located in the FLOODWAY.

Identify FIRM MAP or other source used for this determination. 42027C0367F effective 5/4/2009

3. How will the problem be corrected: Specify type and quantity of materials to be used to correct the problem. You must answer the questions posed in the activity description instructions, as applicable.

The project proposes to remove both sets of steps on each side of the pedestrian suspension bridge, removing the architectural barrier, and constructing ADA ramps on each side of the bridge, making it accessible to disabled residents. The wood decking of the bridge will be replaced with anti-skid Ameri-Board type material, that will remove the accessibility barrier, and ensure the bridge can be safely traveled by disabled residents.

Additionally, a concrete connector path will be constructed from the current park pathway, to the existing rest/picnic area, making it accessible. A new, accessible, permanent, concreted picnic table will be installed to provide an accessible rest and picnic area for disabled residents to eat, rest, and feed the ducks.

The pedestrian suspension bridge is located within the floodway, however, all work to the bridge and ramps is functionally dependent. The rest/picnic area is located out of the floodway, and no construction for the connector path or picnic table will take place in the floodway. (see attached flood layer map)

4. Who are the primary beneficiaries; who will receive the daily benefits of the proposed project. Grantee must confirm that the project serves a primarily residential area. The project and service area must be identified on the map and may be different. (Include photos)

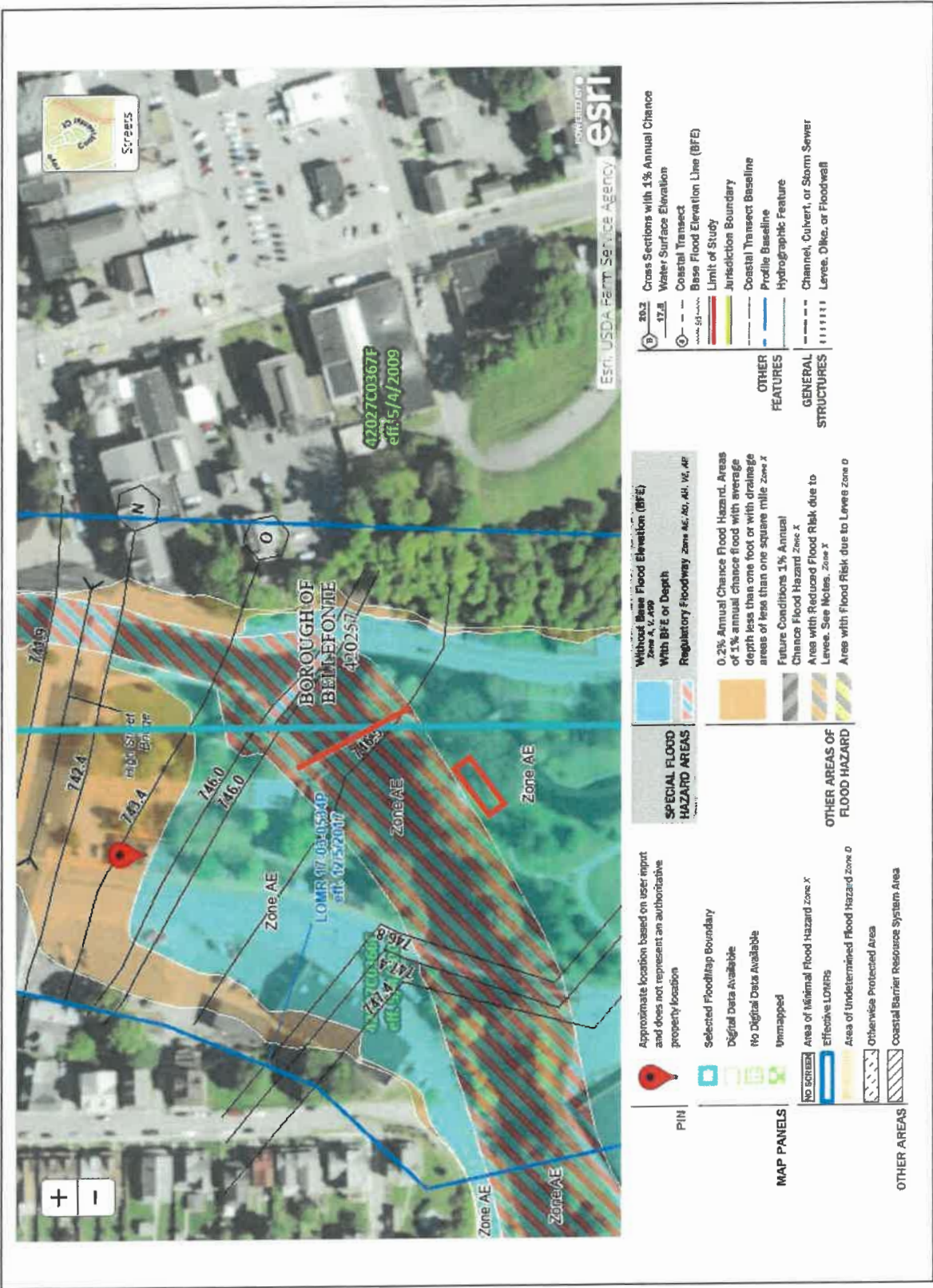
The primary beneficiaries are the disabled population of Bellefonte Borough residents, who are considered a presumed Low-to-Moderate income population. 707, per HUD disability data.

(Attach Additional sheets as necessary.)

Appendix A: Talleyrand Park Suspension Bridge RAB

Public Facilities and Improvements:

1. Who owns the facility? Bellefonte Borough
2. Is the facility open to the general public? yes
3. Who are the principal users of the facility? Residents of Bellefonte Borough
4. What are the hours of operation? 24 hours/365
5. What are the fees for membership or to rent the facility? N/A
6. Are the fees reasonable when compared to similar facilities in the general area so as not to preclude low and mod-income persons from using the facility? N/A
7. Provide a list of services/programs/amenities available. Playground; covered picnic/rest areas; gazebo; walking path; restrooms; fish and duck viewing.
8. Provide the website, if applicable, for the facility <https://bellefonte.net/departments/parks-rec/talleyrand-park/>



Bellefonte Borough Council Packet May 5, 2025

DCED-CDBG-014 (04/2024)

LIMITED CLIENTELE WORKSHEET REPORTING

To Be Completed as part of the Application for CDBG Funding – LMC Activity

NAME OF ACTIVITY: Talleyrand Park Suspension Bridge RAB	CONTRACT YEAR: 2024
------------------------------------------------------------	------------------------

PART 1: IDENTIFY THE CLIENTELE TO BENEFIT

PRESUMED BENEFIT

To qualify under Limited Clientele criteria, the activity must exclusively benefit clientele who are generally presumed by HUD to be principally low-moderate income (L/M) persons (24CFR570.483(b)(2)(ii)(A)). Please select one of the following groups that are generally presumed by HUD to be principally L/M persons for this project.

Please select one of the presumed categories that the beneficiaries of the proposed activity will be qualified as.

- | | |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Abused children | <input checked="" type="checkbox"/> Severely disabled adults (as defined by Bureau of Census*) |
| <input type="checkbox"/> Elderly persons (age 60 and older) | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Battered spouses | <input type="checkbox"/> Persons living with AIDS |
| <input type="checkbox"/> Homeless persons | <input type="checkbox"/> Migrant farm workers |

*Persons are considered severely disabled if they:

- Use a wheelchair or another special aid for 6 months or longer;
- Are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs and walking);
- Need assistance with activities of daily living (getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating and toileting) or instrumental activities or daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone);
- Are prevented from working at a job or doing housework;
- Have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation; or
- Are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).

Note: Exclusively means that all of the beneficiaries of the activity must meet the criteria for being presumed.

If the beneficiaries fall into any other category but those above, then Presumed Benefit category may not be used to qualify for Limited Clientele.

OTHER OPTIONS FOR QUALIFYING FOR THE LIMITED CLIENTELE CATEGORY

Please select one of the other options to qualify the activity as LMC, if the Presumed Benefit option above cannot be used.

- ☐ Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI; For example: A summer lunch program that uses other funding with an income requirement; or
- ☐ Have income eligibility requirements limiting the activity to LMI persons only; have income eligibility requirements limiting the activity to LMI persons only; or
- ☐ Be of such a nature and in such a location that it can be concluded that clients are primarily LMI. For example, is a day care center that is designed to serve residents of a public housing complex.

Please complete Part 2 to complete this form

Bellefonte Borough Council Packet May 5, 2025

DCED-CDBG-014 (04/2024)

LIMITED CLIENTELE WORKSHEET REPORTING

NAME OF ACTIVITY:

Talleyrand Park Suspension Bridge RAB

CONTRACT YEAR:

2024

PART 2: DOCUMENTATION

(attach separate sheets of paper if necessary)

Provide the following information as applicable to the proposed activity based on your responses in Part 1 of this form.

PRESUMED BENEFIT

Number of estimated beneficiaries (persons) in the Service Area: 707
(This may be from ACS, or actual membership information)

Source : ACS 2008-2012 HUD data from link below

For disability data, please use the HUD provided disability data located at:
www.hudexchange.info/programs/census/acs-cdbg-disability-data/all-tracts-summarized-by-grantee/

**Please attach documentation that the facility or service will exclusively benefit clientele who are generally presumed to be principally LMI persons. If the activity is qualifying on more than one presumed category, for example seniors and disabled, grantees must remove any duplicate counts of beneficiaries.*

ACTIVITIES REQUIRING DOCUMENTATION ON FAMILY SIZE AND INCOME

Number of estimated beneficiaries (total persons): _____

Total number of LMI persons _____ LMI % _____

**Please attach a blank sample of the intake document used to acquire this information.*

INCOME ELIGIBILITY REQUIREMENTS THAT LIMIT THE ACTIVITY EXCLUSIVELY TO LMC PERSONS

Explain the income eligibility requirements that will limit the activity to LMC persons of which 51% must be low and moderate income:

**Please attach activity guidelines.*

NATURE OR LOCATION OF ACTIVITY ESTABLISH THAT IT WILL BE USED PRIMARILY BY LMC PERSONS

Explain the intent of the activity or its location that would presume the beneficiaries to be LMC persons:

**Please attach a map of the location of the activity and the service area.*



PROJECT BUDGET

APPLICANT NAME:

Centre County obo Bellefonte Borough

Total Sources and Uses of Funds

Activity	CDBG	Other CDBG	Local (with eligible in-kind)	Program Income	Total
1 Construction Costs	96,163	126,045			222,208
2 Delivery Costs					
a. Environmental Review		4,000			4,000
b. Professional Fees		62,000			62,000
c. Labor Compliance		3,900			3,900
d. Other (please explain)					
3. Land Acquisition (if any)					
TOTAL	96,163	195,945			292,108

* **DO NOT** include any general administrative costs, miscellaneous, contingency costs, etc. in budget.

Complete the table above. The budget is to reflect full project cost.

Immediately following this page, attach itemized cost estimate for each line item, identifying each source and use of funds.

Bellefonte Borough Talleyrand Park Improvements Opinion of Probable Project Cost						
Construction Costs						
Item	Description	Quantity	Unit	Unit Price	Extended Cost	
1	Demo Bridge Decking	585	Sq Feet	\$40.00	\$23,400.00	
2	Replace Bridge Decking	585	Sq Feet	\$75.00	\$43,875.00	
3	Demo – remove stairs – both sets	2	EA	\$4,000.00	\$8,000.00	
4	ADA ramp 1	80	LF	\$750.00	\$60,000.00	
5	ADA ramp 2	97	LF	\$750.00	\$72,750.00	
6	Concrete connector path	16	SF	\$75	\$1,200.00	
7	ADA picnic tables and installation	2	EA	\$1,800.00	\$3,600.00	
				Construction Sub Total	\$212,825.00	
				Construction Contingency (4.5%)	\$ 9,383.00	
				Total Construction Cost	\$222,208.00	
Related Costs						
Item	Description	Quantity	Unit	Unit Price	Extended Cost	
8	Engineering Services	1	1	\$62,000	\$62,000.00	
				Total Project Budget (without ER and Labor Compliance)	\$284,208.00	

Cost Estimate provided by Bellefonte Borough Assistant Borough Manager, Don Holderman

Costs based on project knowledge from 16 years with the Borough, and discussions with several engineering firms in the area about this project.

Anticipate 12 weeks construction



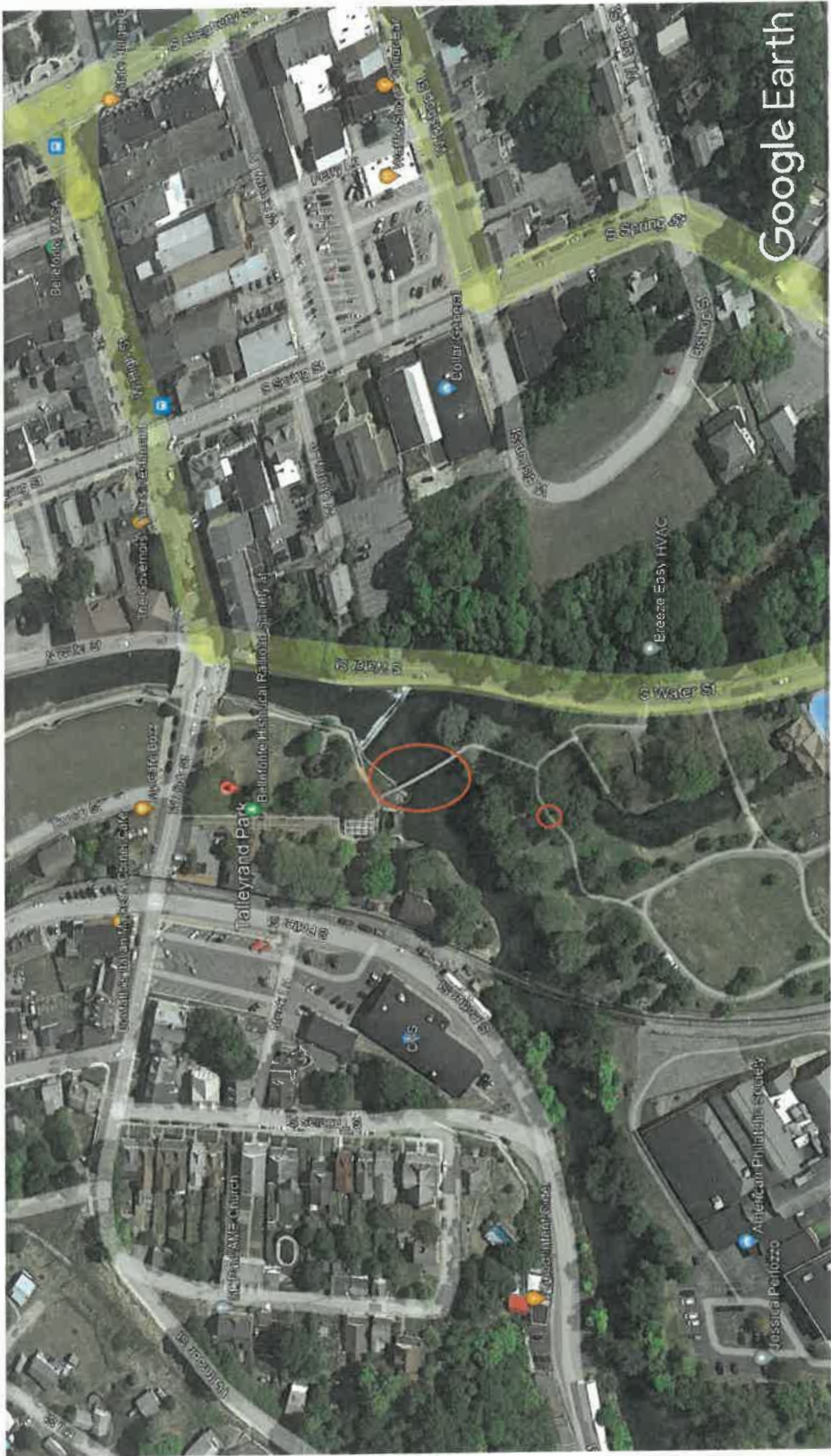
PROJECT COMPLETION TIMETABLE

APPLICANT NAME:

Centre County obo Bellefonte Borough

Beginning with the application submission date, outline below a reasonable timetable for project completion. Include all significant milestones, emphasizing those related to environmental clearance, procurement of third party services, plans, permits, bids, contracts, financing, acquisition of property, construction, and completion. Timeline must identify a month and year. In addition, grantees are to keep in mind each activity is to be completed within 3 years of the start of the contract.

Task	Date Completed or Projected Completion
Environmental Clearance for Activity	12/2024
Executing Sub-recipient Agreement (if applicable)	5/2025
Request for Professional Services	6/2024
Income Eligibility Verification (Direct Benefit Only)	N/A
Bid Specification Preparation	6/2025
Bid Project	7/2025
Bid Opening/Tabulation	8/2025
Contract Award	8/2025
Notice to Proceed	9/2025
Contracting/Project Implementation	10/2025
Activity Completion (National Objective is met.)	4/2026
IDIS Updated (Should be completed within 60 days of activity completion.)	6/2026



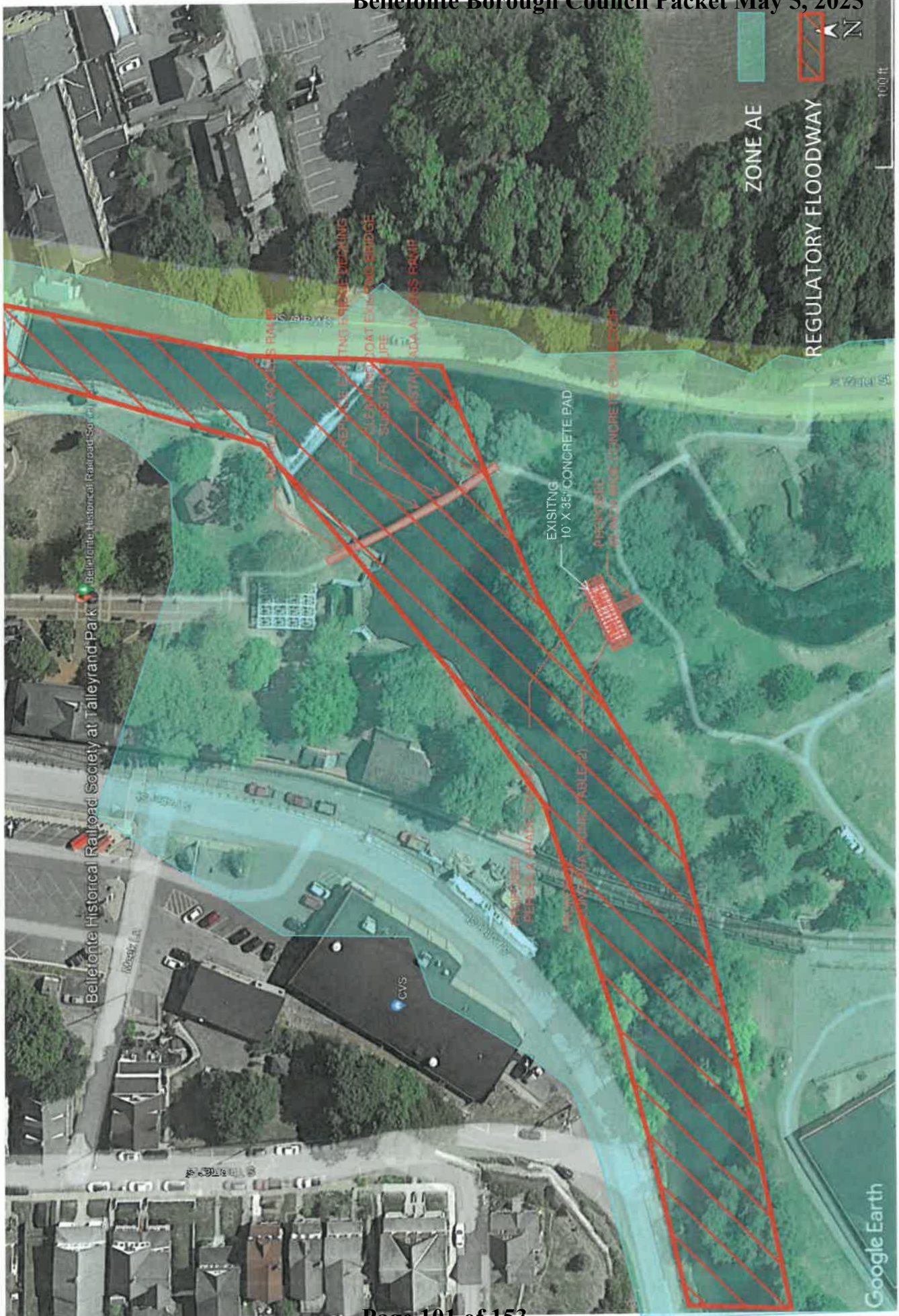
Bellefonte Borough

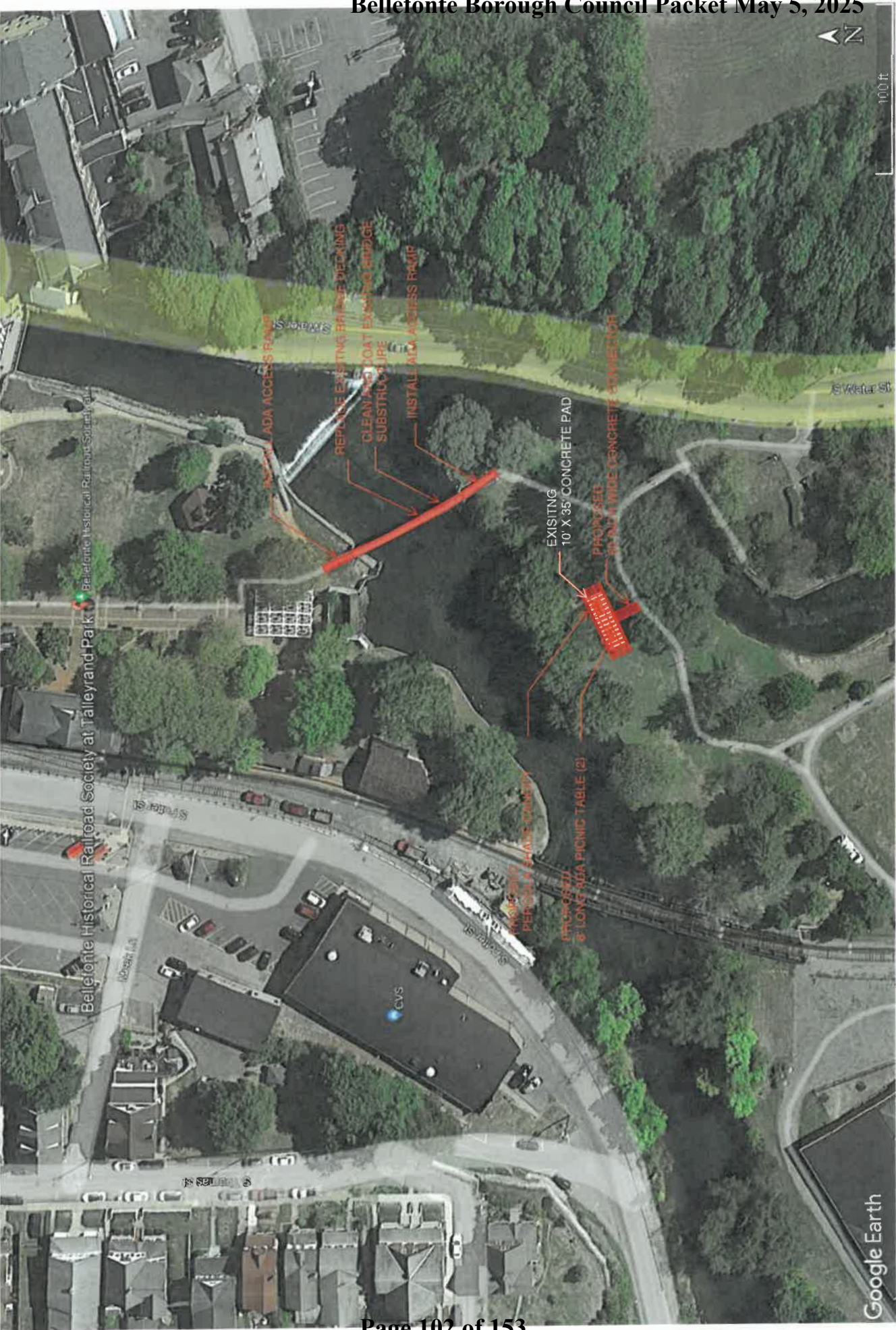
Talleyrand Park Suspension Bridge RAB project

Presumed benefit, disabled residents, 707 total per HUD
exchange/census/acs/disability data



project locations







Stairs are inaccessible
Need replaced with ramps

Talleyrand Suspension Bridge
wood decking is an accessibility issue -
warping, gaping.





Talleyrand Suspension Bridge

Stairs are inaccessible to disabled residents, making it impossible to cross

Picnic area is inaccessible to disabled residents – no ADA pathway to area and table not accessible.





Talleyrand Bridge Decking

Current design/material is wood, which has created a barrier for disabled residents, as the wood is slippery, has warped, and is “gapped” so that the presumed LMI group of disabled residents who utilize wheelchairs, walkers, canes, etc., do not have accessibility over the bridge.



ATTACHMENT B
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established worksite.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each

subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract, or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**ATTACHMENT C
GRANTEE INTEGRITY**

- A. Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:
- i. “Affiliate” means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50 % of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. “Grantee” means the individual or entity, that has entered into the funding agreement with the Commonwealth.
 - iii. “Grantee Related Parties” means any Affiliates of the Grantee or the Grantee’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
 - iv. “Financial Interest” means ownership of more than five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position in management.
 - v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
 - vi. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.
- B. Representation and Warranties.
- i. Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 1. Been indicated or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. Been suspended, debarred, or otherwise disqualified for entering into any contract with any governmental agency;
 3. Had any business license or professional license suspended or revoked;
 4. Had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. Been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
 - ii. Contractor Explanation. If the Grantee cannot make the representation and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth’s best interest to execute the agreement.

- iii. Further Representations. By submitting any bills, invoices, or request for payment to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
 - iv. Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of this agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- C. Grantee Responsibilities. During the term of this agreement, the Grantee shall:
- i. Maintain the highest standards of honesty and integrity.
 - ii. Take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - iii. Establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. Not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
 - v. Not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date of the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - vi. Comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01et seq.) regardless of the method of award.
 - vii. Comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - viii. Immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- D. Investigations. If a State Inspector General investigation is initiated, the Grantee shall:
- i. Reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be

- responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. Cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
 - iii. Upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. The information may include, but is not to be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- E. Termination. For violation of any of these Grantee Integrity Provision, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- F. Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontractors shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure their compliance with provisions.

Bellefonte Borough Council Packet May 5, 2025

**COUNTY "ON BEHALF OF"
SUBRECIPIENT AGREEMENT**

**CENTRE COUNTY
OFFICE OF THE COMMISSIONERS
OBO BELLEFONTE BOROUGH
FEDERAL FISCAL YEAR 2024**

THIS SUBRECIPIENT AGREEMENT made and entered into this 5th day of May, 2025.

BY

AND

BETWEEN

Centre County, hereinafter referred to as "COUNTY", with its principal place of business at:

420 Holmes Street,
Bellefonte, PA 16823-1401

AND

Bellefonte Borough, hereinafter referred to as an "on behalf of" recipient "OBO", with its principal place of business at:

301 North Spring Street,
Bellefonte, PA 16823

WITNESSETH:

WHEREAS, the Pennsylvania Department of Community and Economic Development (DCED) has awarded the OBO an FFY 2024 Community Development Block Grant (CDBG); and

WHEREAS, the COUNTY is required by P.L. 179 and the contract from DCED to apply for CDBG funding and assist OBO with grant administration, project development, and project management; and

WHEREAS, OBO acknowledges that they shall comply with federal and state regulations.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
THE SERVICES OF OBO**

- A) Subject to the terms of this AGREEMENT, the COUNTY hereby grants to the OBO out of FFY 2024 appropriated to the COUNTY by DCED in accordance with the CDBG Program funds in the amount of ninety-six thousand one hundred sixty-three dollars (\$96,163), or such portion thereof as may be required. Which said grant is made subject to the condition that it shall be used by the OBO to carry out the following activity:

Talleyrand Park Suspension Bridge RAB

- B) This grant is further conditioned upon the Activity Description (DCED-CDBG-007), Project Budget (DCED-CDBG-012), Project Timetable (DCED-CDBG-0013), maps, and other project activity documentation submitted to and approved by Pennsylvania Department of Community and Economic Development (DCED), as included in Appendix A, hereto attached, and any budget revision/modification subsequently approved by DCED.

**ARTICLE II
COMPLIANCE WITH DCED, UNIFORM GUIDANCE, AND COUNTY REQUIREMENTS**

All activities authorized by this AGREEMENT shall be performed in accordance with the CDBG Program Entitlement Grant Regulations 24 CFR Part 570 and other applicable federal and state statutes and regulations and special conditions, relevant directives and guidelines provided by DCED and/or the COUNTY. The OBO acknowledges that this AGREEMENT is subject to all requirements as set forth in the AGREEMENT and further agrees that it will comply with all future requirements established by DCED or the COUNTY.

The OBO also agrees to comply with Office of Management and Budget 2 CFR 200, entitled "Uniform Administrative Requirements for Federal Awards."

**ARTICLE III
CONSULTANT**

COUNTY has designated SEDA-Council of Governments' (SEDA-COG) Community Development Program, 201 Furnace Road, Lewisburg, PA 17837, as its Consultant for the implementation, oversight, and administration of this Program. OBO hereby agrees to recognize this agency designation, engage SEDA-COG, cooperate fully, and accept direction from SEDA-COG's Community Development staff in the same manner as if provided by COUNTY. OBO further acknowledges that SEDA-COG shall review and approve any and all release of CDBG funds allocated to OBO under the terms of this AGREEMENT, and decisions of SEDA-COG and COUNTY shall be final.

**ARTICLE IV
EFFECTIVE DATE AND TERMINATION DATE**

Subject to the provisions of this AGREEMENT and the availability of state and federal funds, the term of this AGREEMENT shall be effective on November 13, 2024, and shall terminate on November 30, 2026 The OBO acknowledges that failure to complete the entire project, assisted in whole or in part by

these funds, on or before this termination date, shall render the project ineligible and require repayment/surrender of all CDBG funds.

**ARTICLE V
FISCAL DUTIES OF THE SUBGRANTEE**

- A) The funds under this AGREEMENT will be paid upon receipt of copies of approved, eligible invoices and receipt of funds by the COUNTY. COUNTY checks will be payable to the contractor/vendor, or in special circumstances, as preapproved by COUNTY or its Consultant to the OBO as reimbursements.
- B) In the case of direct costs incurred by the OBO, payment will be made by the COUNTY upon receipt of a certified statement of said costs. Requests shall be on the attached form(s) or as provided by the COUNTY.
- C) The OBO agrees that it will use the funds granted hereunder or as much as may be necessary to complete the aforesaid approved activity in accordance with the terms proposed. If, after all or any part of the funds have been paid, the OBO decides to terminate or alter the activity, and said activity is not consistent with federal and state program regulations, DCED or COUNTY may require repayment or redirection of the funds theretofore paid.
- D) In the event that DCED or COUNTY shall require repayment or redirection of use of all, or a portion of the funds granted herein, the repayment or redirected use shall include, if any, all interest, income, accumulations, and the monetary equivalent of any appreciation in value of any property (real, personal, or mixed) purchased with the funds granted herein. Upon request by DCED or the COUNTY for repayment, a check shall be written by the OBO for the principal plus the total of any such interest, income, accumulations, or appreciation in value.
- E) The OBO agrees to avail all books and records to the COUNTY in order to facilitate any audit required by the COUNTY and/or DCED.
- F) Any income received by the OBO resultant from the use of these CDBG funds are to be transferred to the COUNTY. COUNTY shall document and report this income as required by DCED and reallocate to the OBO any entitled share of this income in accordance with the existing DCED policies, except that COUNTY may set aside up to 20% for administrative costs (pending approval from DCED). Income shall include, but is not limited to, repayments of interest and/or principal on loans, interest on revolving funds, proceeds from the sale or lease of property or equipment purchased with CDBG funds, and as further delineated in 24 CFR, Part 570.500, excluding, however, any income received through special assessments of non-low and non-moderate-income residents which shall be retained and expended for the activities for which the OBO received these CDBG funds as specified herein at ARTICLE I, Paragraph (A).

If the aggregate amount of income received by the COUNTY in a single year (January 1 – December 31) from CDBG funded activities is equal to or exceeds \$35,000, it shall be declared as Program Income. Income received from a Revolving Loan Fund, regardless of the amount, is considered Program Income. Program Income generated from a CDBG project funded by the OBO shall be allocated to an eligible, fundable activity by the OBO with approval by the COUNTY in accordance with all of the terms hereof. Program Income must be expended before a draw of funds from the U.S. Treasury (reference COUNTY'S adopted Program Income Reutilization Plan).

If the aggregate income received by the COUNTY in a single year (January 1 – December 31), the exception being income received from Revolving Loan Funds as noted in the previous paragraph, is \$34,999.99 or less and does not meet the definition of Program Income, it shall be declared as Miscellaneous Income. The County shall refund Miscellaneous Income generated from a CDBG project funded by the OBO to the OBO. The OBO shall apply the Miscellaneous Income to any CDBG eligible activity.

The COUNTY shall report on the aggregate of all income earned by the COUNTY and the OBO during the reporting year.

G) Budget and Costs

- 1) The OBO shall request disbursement of activity costs in accordance with the budget. No other request shall be made. In no event may the OBO's share of the budget be increased unless and until a properly submitted amended budget proposal is considered, approved, and made a part hereof by the COUNTY.
- 2) The OBO shall charge to the account all approved costs of the activity. All such costs, including services contributed by the OBO or others and charged to the account, shall be supported by properly executed payroll records, time records, invoices, contracts, vouchers, or other records indicating, in proper detail, the nature and propriety of the charge.

**ARTICLE VI
TERMINATION FOR DEFAULT, CONVENIENCE
OR AVAILABILITY OF FUNDS**

A) Termination for Default

If, through any cause, the OBO shall fail to fulfill, in a timely and proper manner, its obligations under this AGREEMENT, or in the event of violation of any of the covenants contained herein, the COUNTY shall thereupon have the right to terminate this AGREEMENT by giving written notice to the OBO specifying the effective date of termination. Said notice shall be given in writing to the OBO and will be effective upon receipt by the OBO. In such event, all records and such grant monies as may have been expended contrary to the terms of this AGREEMENT, shall be turned over to the COUNTY.

B) Termination for Convenience

The COUNTY or OBO may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

C) Any and all payment from the COUNTY to/for the OBO under this AGREEMENT is conditioned upon receipt of appropriately budgeted funds from DCED's CDBG Program.

D) Termination of this AGREEMENT shall be in accordance with 2 CFR 200, subpart D.

**ARTICLE VII
TEMPORARY SUSPENSION OF PROJECT**

The OBO shall suspend all or any part of its activities utilizing funds granted by the COUNTY, at any time during the period covered by this AGREEMENT, upon receiving written notice from the COUNTY. The COUNTY may give notice to suspend:

- 1) For violations of regulations, audit exceptions, misuse of funds or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity;
- 2) When, in the opinion of the COUNTY, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster; or
- 3) When, for any reason, DCED gives notice of termination or suspension to the COUNTY.
- 4) Temporary suspension of this AGREEMENT shall be in accordance with 2 CFR 200, subpart D.

**ARTICLE VIII
INTEREST OF THE OBO**

- A) The OBO covenants that it and its employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its activities hereunder. The OBO further covenants that in the performance of this AGREEMENT, it will not knowingly employ any person having any such interest.
- B) The OBO will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**ARTICLE IX
INTEREST OF MEMBERS OF THE COMMONWEALTH AND OTHERS**

No officer, member or employee of the COMMONWEALTH and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this AGREEMENT shall participate in any decision relating to this AGREEMENT which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the COMMONWEALTH and no member of its governing body have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

**ARTICLE X
ASSIGNMENT, TRANSFER, COLLATERAL USE**

The OBO shall not assign any interest in this AGREEMENT, nor shall any interest be transferred by novation or assignment without prior written consent of the COUNTY.

**ARTICLE XI
RESPONSIBILITIES OF OBO**

- A) The OBO shall perform the activities under this AGREEMENT as an independent contractor and 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, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this AGREEMENT.
- B) It is understood and agreed that the OBO's standard liability insurance policies protect, or shall be endorsed to protect, the COUNTY from claims of bodily injury and of property damage arising out of any services performed by the OBO or its employees or agents 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 activity when validly present on OBO's premises, whether or not actually engaged in the activity at the time the claim inures.

**ARTICLE XII
INDEMNIFICATION**

COUNTY shall indemnify, save harmless and defend OBO, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from COUNTY, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

OBO shall indemnify, save harmless and defend COUNTY, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from OBO, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

**ARTICLE XIII
PATENT RIGHTS**

- A) Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the OBO, or its employees, in the course of, in connection with or under the terms of this AGREEMENT, the OBO shall immediately give the COUNTY written notice thereof and shall promptly, thereafter, furnish the COUNTY with complete information thereon. The COUNTY shall notify DCED, who shall have sole and exclusive power to determine whether or not and where a patent application shall be filed, and to determine the disposition, improvement, or discovery, including title to and rights under any patent application or patent that may issue thereon. The OBO warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

- B) Except as otherwise authorized in writing, the OBO shall obtain patent agreements to effectuate the provisions of this ARTICLE from all persons who perform any part of the work under this AGREEMENT, except such clerical and manual labor personnel as will have no access to technical data.
- C) Except as otherwise authorized in writing, the OBO will insert in each subcontract, having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.
- D) If DCED obtains patent rights pursuant to this ARTICLE, the OBO shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

**ARTICLE XIV
RIGHTS IN DATA, COPYRIGHTS AND DISCLOSURE**

A) Rights in Data

Data submitted to and accepted by the COUNTY under this Agreement shall be the property of the COUNTY, and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval of the OBO.

B) Copyright

The OBO relinquishes any and all copyrights and/or privileges to data developed under this AGREEMENT.

C) Disclosure and Confidentiality

The OBO agrees not to divulge or release any information, reports or recommendations developed or obtained in connection with the performance of this AGREEMENT for private use; however, divulgence or release of information, reports or recommendations shall be permitted at such times and in such manners as expressly provided for in such concurrent agreements between the OBO and other governmental agencies, whether federal, state or local, as may directly relate to the performance of this AGREEMENT.

D) The Term "Data"

The term "data," as used in this AGREEMENT, includes written reports, studies, drawings or other graphic, electronic, chemical, or mechanical representations, and work of any similar nature that is required to be delivered under this AGREEMENT.

**ARTICLE XV
RECORDS**

The COUNTY and OBO shall maintain full and accurate records at their principal office or place of business, or other approved location, with respect to all matters covered by this AGREEMENT. The COUNTY, or any designee, shall have full access thereto during regular business hours and at all times necessary to original instruments, including records or copies thereof in possession, custody, or control

of the OBO. This shall include the right to examine and audit, the right to make transcripts therefrom, the right to inspect all activity data, documents, proceedings, records, or notes of activities. It shall be the duty of the COUNTY and OBO to retain all activity records for a period of four (4) years after the final audit and the DCED grant is closed by the U.S. Department of Housing and Urban Development (HUD).

**ARTICLE XVI
PROGRESS REPORTS**

The OBO shall furnish to the COUNTY such information as may be necessary for the COUNTY to report to DCED. These reports include, but are not limited to, status reports of the activity, activity accounts, statements, certificates, approvals, proposed budgets, copies of all contracts executed and proposed, employment placement, follow-up reports, any and all other information relative to the activity as may be requested by DCED.

**ARTICLE XVII
SUBCONTRACTS**

- A) The COUNTY reserves the right to require the OBO to submit contracts for prior review and approval. If the COUNTY exercises such right by notifying the OBO of the requirement, the OBO shall not execute or concur in any contract with any person or entity in any respect concerning the activity herein without prior written approval of the COUNTY.
- B) If the COUNTY does not notify the OBO of the requirement of prior review and approval of contracts, the OBO shall submit copies of executed contracts for informational and reporting purposes.
- C) The OBO shall be responsible for the quantity and quality of the performance of any of its contracts.

**ARTICLE XVIII
AMENDMENTS**

This AGREEMENT shall not be subject to any alterations, amendments, extensions, or revisions by any previous, contemporary, or subsequent purported written or oral statement or agreement, except by an AGREEMENT amendment properly executed by the parties. However, revisions to the scope of work, to the proposal or to the AGREEMENT budget may be proposed by the OBO and approved and made a part hereof upon written notification from the COUNTY.

In addition, the OBO is subject to COUNTY directives as stated in ARTICLE II of this AGREEMENT. Thus, a directive may be issued by DCED that would result in amending a requirement or provision of this AGREEMENT.

**ARTICLE XIX
ASSURANCES**

- A) The OBO makes assurances that it will carry out its responsibilities under this AGREEMENT in compliance with the following statutes, regulations, or guidelines:
 - 1) Davis-Bacon Act, P.L. 86-624, as amended (40 U.S.C. 276a - 276a-5).
 - 2) Contract Work Hours & Safety Standards Act, P.L. 87-581 (40 U.S.C. 327 et seq)

3) Copeland "Anti-kickback" Act (40 U.S.C. 276c)

DOL regulations at 29 CFR Parts 1, 3, 5, 6 and 7. These regulations implement the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act.

Section 110 of the Housing and Community Development Act of 1974, P.L. 93-383, as amended.

- 4) Section 3 of the Housing and Urban Development Act of 1958, P.L. 90-448 (12 U.S.C. 1701u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment should be given to low-income persons residing within the unit of local government in which the activity is located, and that contracts for work in connection with the activity may be awarded to eligible business concerns which are located in or owned, in substantial part, by persons residing within the local government unit.
- 5) Title VI of the Civil Rights Act of 1964, P.L. 88-352 (42 U.S.C. 2000d et seq) and HUD regulations at 24 CFR Part 1. Title VI prohibits discrimination on the basis of race, color, or national origin in any federally assisted program.
- 6) Title VII of the Civil Rights Act of 1964, Sexual Harassment.
- 7) Title VIII of the Civil Rights Act of 1968, P.L. 90-284, (42 U.S.C. 3601 et seq), popularly known as the Fair Housing Act. Title VIII prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental, or financing of housing.
- 8) Executive Order 11063, Equal Opportunity in Housing, November 20, 1962 (27CFR 11527), as amended by Executive Order 12259, December 31, 1980 (46CFR 1253), and HUD regulations at 24 CFR Part 107. Activities related to housing and urban development should be administered affirmatively in accordance with Title VIII of the Civil Rights Act of 1968.
- 9) Section 109 of the Housing and Community Development Act of 1974, P.L. 93-383 (42 U.S.C. 5309), as amended by the Housing and Urban-Rural Recovery Act of 1983, P.L. 98-181. Section 109 prohibits discrimination on the basis of race, color, national origin or sex in any program or activity funded under the Housing and Community Development Act.
- 10) Age Discrimination Act of 1975, P.L. 94-135 (42 U.S.C. 6101 et seq).
- 11) Section 504 of the Rehabilitation Act of 1973, P.L. 95-602 (29 U.S.C. 794).
- 12) Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30CFR 12319), as amended by Executive Order 12086, October 5, 1978 (43CFR 46501), and HUD regulations 24 CFR, Part 130 and 41CFR, Chapter 60. This Executive Order prohibits discrimination and directs affirmative action efforts in federally assisted programs.
- 13) Pennsylvania Act 43 (May 11, 2006) prohibiting employment of illegal alien labor.
- 14) Executive Order 11625, Minority Business Enterprise, October 14, 1971 (36 CFR 19967)
- 15) Executive Order 12138, Women's Business Enterprise, May 18, 1979 (44 CFR 29637)

- 16) Pennsylvania Human Relations Act P.L. 47 (43 P.S. 951 et seq.)
- 17) Public Works Verification Act.
- 18) Title IV of the Lead-Based Paint Poisoning Prevention Act P.L. 91-695, as amended (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- 19) Architectural Barriers Act of 1968 P.L. 90-480, as amended (42 U.S.C. 4151 et seq.).
- 20) Section 6002 of the Resources Conservation and Recovery Act of 1976, P.L. 94-580, as amended (42 U.S.C. 6962), and regulations at 40 CFR Part 249. 24 CFR Part 39, Cost Effective Energy Conservation Standards.
- 21) Pennsylvania Steel Products Procurement Act P.L. 6 (73 P.S. 1881 et seq.).
- 22) Separate specifications for general construction, plumbing, HVAC, and electrical work: separate bids and contracts, P.L. 155 (71 P.S. 1618).
- 23) OBO shall comply with the PA Prevailing Wage Act of 1962, as amended (43 PS 165-1 through 165-17), when applicable.
- 24) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), when applicable. The required certification must be on file for awards exceeding \$100,000.
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 25) COUNTY and OBO shall comply with the Grantee Integrity provisions in Attachment C.
- 26) During the term of this AGREEMENT, OBO agrees as follows:
 - a) OBO shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation. OBO shall take affirmative action to ensure

that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. OBO shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause, as included in Attachment B, hereto attached.

- b) OBO shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation.
- c) OBO shall establish and maintain a written Sexual Harassment Policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. OBO shall include the provisions of this sexual harassment clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- d) OBO shall send each labor union or workers' representative, with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by OBO.
- e) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that OBO had delegated some of its employment practices to any union, training program or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that the OBO was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- f) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that OBO will be unable to meet its obligations under this nondiscrimination clause, OBO shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- g) OBO shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of OBO'S noncompliance with the nondiscrimination clause of this AGREEMENT or with any such laws, this AGREEMENT may be terminated or suspended, in whole or in part, and OBO may be declared temporarily ineligible for further COMMONWEALTH contracts, and other sanctions may be imposed, and remedies invoked.
- h) OBO shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If OBO does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

- i) OBO shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- j) OBO shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- k) OBO obligations under this clause are limited to the OBO's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

B) Access to Information

COUNTY and OBO will provide reasonable access to citizens to all information regarding its CDBG-assisted activities and management.

C) Displacement

OBO will minimize displacement of persons as a result of activities assisted by CDBG funds in compliance with the COUNTY'S Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of The Housing and Community Development Act of 1974, as amended.

D) Benefit Assessments for Public Improvement

OBO will not attempt to recover any capital costs of public improvements assisted in whole or part by CDBG funds or with amounts resulting from a guarantee under Section 108 of the 1974 Housing and Community Development Act, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvement, unless (i) funds received under CDBG are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the OBO shall certify to the COUNTY, as the case may be, that it lacks sufficient funds received under CDBG to comply with the requirements of clause (i).

E) Mandatory Tap-in Ordinance

OBO will adopt and enforce an ordinance mandating that all residents intended to benefit from water or sewerage extensions funded in whole or in part with CDBG funds must tap into the extended system.

F) Violating Facilities List

OBO will ensure the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of a program, are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify COUNTY of the receipt of any communication from the Director of EPA Office of Federal Activities indicating that a facility to be used in the activity is under consideration for the listing by the EPA.

G) Project Sign

OBO shall require all contractors to erect a sign at the activity site indicating that "This activity is financed in whole or part by a grant from the Pennsylvania Department of Community and Economic Development, Community Development Block Grant Program."

H) Fire Protection and Safety Standards

OBO will comply with the provisions of the Fire Administration Authorization Act of 1992 (PL. 102-522).

I) Section 504 Compliance

COUNTY shall conduct a Section 504 self-evaluation for any CDBG funded activity. COUNTY shall develop a transition plan, for any structural barriers identified during the self-evaluation, inviting public review and comment.

J) Compliance with State Contractor Responsibility Program

- 1) OBO certifies for itself that, as of the date of execution of this contract, it is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
- 2) OBO certifies for itself that, as of the date of execution of this contract, it has no unsatisfied tax liabilities or other Commonwealth obligations.

K) Redundant CDBG Policies

Based on direction provided by the COMMONWEALTH, OBO is no longer a grantee of the CDBG program, but remains an Entitlement community under PA Act 179. Accordingly, the CDBG funding for OBO flows through COUNTY, as grantee. Therefore, previously required CDBG policies, procedures and plans adopted by OBO shall only be applicable as deemed necessary and appropriate by OBO or COUNTY. Further, OBO agrees to cooperate with COUNTY in implementation of County policies and procedures as may be required of CDBG grantees.

**ARTICLE XX
CHANGE OF USE OF REAL PROPERTY**

In compliance with 24 CFR 570.489(j) real property which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement of 2 CFR 200.88 shall not be changed. These standards shall apply from the date CDBG funds are first spent for the property until the closeout of the unit of subrecipient's grant unless:

- A) The subrecipient provides affected citizens with reasonable notice of and opportunity to comment on any proposed change and;
 - 1) The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government, or;

- B) If the subrecipient determines after consultation with affected citizens that it is appropriate to change the use of the property to a use which does not qualify under paragraph A of this section, it may retain or dispose of the property for the changed use if the unit of general local government's CDBG program is reimbursed or the State's CDBG program is reimbursed at the discretion of the State.

**ARTICLE XXI
ENVIRONMENTAL REVIEW**

The OBO shall have no direct responsibility for the environmental review required by the National Environmental Policy Act of 1969. Satisfaction of this review procedure shall be the responsibility of the COUNTY. OBO shall verify that environmental clearance has been obtained by COUNTY before entering into any CDBG reimbursable contracts. The OBO shall provide the COUNTY with any information required during this review and further certifies to the COUNTY that it has and will comply with the following:

A) Historic Properties

- 1) The National Historic Preservation Act of 1966, P.L. 89-665, as amended (16 U.S.C. 470 et seq), particularly Section 106 (16 U.S.C. 470f).
- 2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36CFR 8921); particularly Section 2(c).
- 3) The Reservoir Salvage Act of 1960, P.L. 86-523 (16 U.S.C. 469 et seq), particularly Section 3 (16 U.S.C. 469a-1), as amended by the Archaeological and Historic Preservation Act of 1974.

B) Floodplain Management and Wetlands Protection

- 1) Flood Disaster Protection Act of 1973, P.L. 90-448, as amended (42 U.S.C. 4001 et seq), particularly Sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)].
- 2) Executive Order 11988, Floodplain Management, May 24, 1977 (42CFR 26951 et seq), particularly Section 2(a).
- 3) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42CFR 26961 et seq), particularly Sections 2 and 5.

C) Coastal Zone Management

The Coastal Zone Management Act of 1972 P.L. 89-454, as amended (16 U.S.C. 1451 et seq), particularly Section 307(c) and (d) [16 U.S.C. 1256(c) and (d)].

D) Sole Source Aquifers

The Safe Drinking Water Act of 1974, P.L. 93-523, as amended (42 U.S.C. 201, 300(f) et seq, and 21 U.S.C. 349), particularly Section 1424(e) [42 U.S.C. 300(h) - 303(e)].

E) Endangered Species

The Endangered Species Act of 1973 P.L. 93-205, as amended (16 U.S.C. 1531 et seq), particularly Section 7 (16 U.S.C. 1536).

F) Wild and Scenic Rivers

The Wild and Scenic Rivers Act of 1968, P.L. 90-542, as amended (16 U.S.C. 1271 et seq), particularly Sections 7(b) and (c) [16 U.S.C. 1278 (b) and (c)].

G) Air Quality

The Clean Air Act, P.L. 88-206, as amended (42 U.S.C. 7410 et seq), particularly Sections 176(c) and (d) [42 U.S.C. 7506 (c) and (d)].

H) Environmental Standards

HUD environmental standards [24 CFR Part 51, Environmental Criteria and Standards (44CFR 40860 - 40866, July 12, 1979)].

I) Water Quality

Federal Water Pollution Control Act, P.L. 92-500, as amended (33 U.S.C. 1251 et seq).

J) Solid Waste

Solid Waste Disposal Act, P.L. 89-272, as amended (42 U.S.C. 6901 et seq).

**ARTICLE XXII
ACQUISITION/RELOCATION**

In the event that the activity funded under this AGREEMENT includes acquisition and/or relocation, the OBO will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended (42 U.S.C. 4601 et seq), HUD regulations at 24 CFR 570.606 and the Eminent Domain Code, Act of June 22, 1964, Special Session, P.L. 84, as amended, 26 P.S. 1-101 et seq.

The OBO further ensures that any real property under the OBO's control that was acquired or improved, in whole or in part, with CDBG funds in excess of Twenty-Five Thousand (\$25,000) Dollars, is either:

Used to meet one (1) of the national objectives in 24 CFR 570.208 until five (5) years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by DCED;

or

Is disposed of in a manner which results in the COUNTY being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property. Said reimbursement to be treated by COUNTY as Program income in accordance with Article IV, § F. Such reimbursement is not required after the period of time specified in accordance with (1) above.

**ARTICLE XXIII
PROHIBITION AGAINST POLITICAL ACTIVITIES**

The OBO makes assurances that it will comply with the Hatch Act, P.L. 89-554 (5 U.S.C. 1501 et seq), which prohibits certain political activities by state or local officers or employees whose principal employment is financed entirely by loans or grants made by the United States or a federal agency.

**ARTICLE XXIV
SEVERABILITY**

Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this AGREEMENT.

**ARTICLE XXV
CONSTRUCTION**

This AGREEMENT shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the COMMONWEALTH. All of the terms and conditions of this AGREEMENT are expressly intended to be construed as covenants, as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXVI
ENTIRE AGREEMENT**

This AGREEMENT, when signed by all of the parties hereto, and Appendix A, constitutes the full and complete understanding and agreement of all parties and may not be, in any manner, interpreted or fulfilled in contradiction of its express terms as provided above.

**ARTICLE XXVII
PAYMENT PROVISIONS**

The OBO'S award, as stipulated in ARTICLE I, may be made based upon the determination of the OBO'S needs. The OBO must provide documentation to the COUNTY for all payments in accordance with directives and on forms supplied by the COUNTY. This grant, or parts thereof, shall become payable under this AGREEMENT when the OBO has complied with the following conditions, if applicable.

- A) No activity may be undertaken by the OBO until OBO has obtained notice from the COUNTY that the Environmental Review process is satisfactorily completed.

- B) No funds may be requested by the OBO until the OBO is in full compliance with the Pennsylvania Flood Plain Management Act.
- C) No activities may be undertaken, or funds requested without the explicit approval by COUNTY or CONSULTANT.

**ARTICLE XXVIII
CONDITIONS FOR RELIGIOUS ORGANIZATIONS**

In compliance with 24 CFR 570.200(j)(1), CDBG funds may not be used for the acquisition of property or the construction or rehabilitation of structures to be used for religious purposes which will otherwise promote religious interests.

CDBG funding may be used to rehabilitate buildings owned by primarily religious entities to be used for a secular purpose in compliance with 24 CFR 570.200(j)(2)(i-vii).

Generally, CDBG funding may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the COUNTY or SUBRECIPIENT from which the CDBG funds are derived per regulations 24 CFR 570.200(j)(3)(i-iv).

Where the public services provided under 24 CFR 570.200(j)(3) are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes only an incidental portion of the CDBG expenditures for the public services.

**ARTICLE XXIX
AUDIT**

In compliance with Uniform Guidance 2 CFR 200.330, COUNTY shall monitor the level of federal expenditures within a single year by the SUBRECIPIENT to ensure compliance with the Single Audit Act. In the event the SUBRECIPIENT expends more than \$1,000,000 of any federal funding within its fiscal year, the SUBRECIPIENT will be required to comply with the Single Audit Act, 2 CFR 200.501. To ensure compliance with the Uniform Guidance, should the Single Audit Act be triggered by the SUBRECIPIENT, the COUNTY shall secure a copy of the SUBRECIPIENT'S single audit.

Bellefonte Borough Council Packet May 5, 2025

Program: Community Development Block Grant (CDBG)
Contract No.: C000091422
CFDA No.: 14.228
County Federal ID Number: 24-6000724

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year aforesaid.

OBO Federal ID Number: 24-6000566
OBO UEI Number: ZM88RQT21NR9

ATTEST: **BELLEFONTE BOROUGH**

(Seal) Barbara Dann, Council President

ATTEST: **CENTRE COUNTY**

John Franek Jr., Administrator Mark Higgins, Chairman

Amber Concepcion, Vice-Chairperson

Steven G. Dershem, Commissioner



ATTACHMENT A

Attachments:

Activity Description (DCED-CDBG-007)

Project Budget (DCED-CDBG-012)

Project Timetable (DCED-CDBG-0013)

Maps

Any other project activity documentation submitted

Project Activity and budget as described herein and further described in the Grantee application documents attached hereto.

Bellefonte Borough Council Packet May 5, 2025

DCED-CDBG-007 (04/2024)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
CENTER FOR COMMUNITY & HOUSING DEVELOPMENT

ACTIVITY DESCRIPTION

(Complete one for each Activity Eligibility)

1. APPLICANT/GRANTEE NAME: Centre County obo Bellefonte Borough		2. DATE: November 1, 2024																						
3. TYPE <input checked="" type="checkbox"/> Original <input type="checkbox"/> Revised		4. FUNDING YEAR FFY 2024																						
5. MULTI-YEAR FUNDED (IF YES, IDENTIFY FY): Yes, FFY 2022, 2023																								
6a. HUD MATRIX CODE: 03B Facilities for Persons with Disabilities		6b. ACTIVITY NAME Talleyrand Park Suspension Bridge RAB																						
7. ACTIVITY LOCATION: Talleyrand Park, Bellefonte, PA		8. COST: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">CDBG \$</th> <th style="text-align: right;">96,163</th> <th style="text-align: center;">Committed</th> </tr> <tr> <th></th> <th></th> <th style="text-align: center;">Yes No</th> </tr> <tr> <td>Federal \$</td> <td style="text-align: right;">195,945</td> <td style="text-align: center;"><input checked="" type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td>State \$</td> <td></td> <td style="text-align: center;"><input type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td>Local \$</td> <td></td> <td style="text-align: center;"><input type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td>Private \$</td> <td></td> <td style="text-align: center;"><input type="checkbox"/> <input type="checkbox"/></td> </tr> <tr> <td>TOTAL \$</td> <td style="text-align: right;">292,108</td> <td></td> </tr> </table>		CDBG \$	96,163	Committed			Yes No	Federal \$	195,945	<input checked="" type="checkbox"/> <input type="checkbox"/>	State \$		<input type="checkbox"/> <input type="checkbox"/>	Local \$		<input type="checkbox"/> <input type="checkbox"/>	Private \$		<input type="checkbox"/> <input type="checkbox"/>	TOTAL \$	292,108	
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10. NATIONAL OBJECTIVE JUSTIFICATION (USE FEDERAL STATE REGULATION CITATION NUMBERS 24 CFR 570.483 SERIES - 24CFR570.483(b)(2)(ii)(A) Benefit a clientele who are generally to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low and moderate income: disabled persons																								
11. GOAL ADDRESSED: 4. Public infrastructure and community facility projects - Provide flexibility to local govt																								

A. LMI BENEFIT TESTS (CHOOSE ONE)

1. LMI AREA BENEFIT (CHOOSE ONE): <input type="checkbox"/> ACS DATA C.T.: _____ B.G.: _____ CDP: _____ Area Pop.: _____ LMI Pop.: _____ % LMI: _____ OR <input type="checkbox"/> SURVEY Date of Survey: _____ Total Families: _____ # Responses: _____ # Persons: _____ # LMI Persons: _____ % LMI Persons: _____ <input type="checkbox"/> Required Survey Info Provided	2. LMC LIMITED CLIENTELE: Choose one of first 3 categories. <input type="checkbox"/> Income Eligibility <input type="checkbox"/> Nature/Location <input checked="" type="checkbox"/> Presumed Benefit (choose one, if applicable) <input type="checkbox"/> Abused Children <input type="checkbox"/> Battered Spouse <input type="checkbox"/> Elderly Persons <input type="checkbox"/> Homeless Persons <input type="checkbox"/> Illiterate Adults <input type="checkbox"/> Persons w/ Aids <input type="checkbox"/> Migrant Farm Worker <input checked="" type="checkbox"/> Disabled	3. LMH HOUSING INCOME ELIGIBILITY: <table style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> <tr> <td><input type="checkbox"/> Rehabilitation</td> <td></td> <td></td> </tr> <tr> <td> One-Unit Structures- Each Household LMI?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td> Two-Unit Structures- At least 1 Unit is LMI?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td> Multi-Unit Structures- 3 or more units</td> <td></td> <td></td> </tr> <tr> <td> 51% of Units are LMI?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Housing Assistance</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td> Support of New Housing</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td> Direct Homeownership Assistance</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td># of New Rental Units:</td> <td colspan="2">_____</td> </tr> <tr> <td>% LMI units (20% - 50%):</td> <td colspan="2">_____</td> </tr> <tr> <td>CDBG funds limited to:</td> <td colspan="2">_____</td> </tr> </table>		Yes	No	<input type="checkbox"/> Rehabilitation			One-Unit Structures- Each Household LMI?	<input type="checkbox"/>	<input type="checkbox"/>	Two-Unit Structures- At least 1 Unit is LMI?	<input type="checkbox"/>	<input type="checkbox"/>	Multi-Unit Structures- 3 or more units			51% of Units are LMI?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Housing Assistance	<input type="checkbox"/>	<input type="checkbox"/>	Support of New Housing	<input type="checkbox"/>	<input type="checkbox"/>	Direct Homeownership Assistance	<input type="checkbox"/>	<input type="checkbox"/>	# of New Rental Units:	_____		% LMI units (20% - 50%):	_____		CDBG funds limited to:	_____		4. LMJ JOB CREATION/RETENTION: <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Number of Jobs</th> </tr> <tr> <td>Created</td> <td>_____</td> </tr> <tr> <td>Retained</td> <td>_____</td> </tr> <tr> <th colspan="2">Number of LMI Jobs</th> </tr> <tr> <td>Created</td> <td>_____</td> </tr> <tr> <td>Retained</td> <td>_____</td> </tr> <tr> <th colspan="2">% LMI Jobs</th> </tr> <tr> <td>Created</td> <td>_____</td> </tr> <tr> <td>Retained</td> <td>_____</td> </tr> </table>	Number of Jobs		Created	_____	Retained	_____	Number of LMI Jobs		Created	_____	Retained	_____	% LMI Jobs		Created	_____	Retained	_____
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Created	_____																																																								
Retained	_____																																																								
Describe how this activity will benefit the above designated clientele: Removal of steps to pedestrian bridge, creation of ramps, creation of accessible picnic/rest area																																																									

B. SLUMS/BLIGHT TEST (CHOOSE ONE)

1. Area: <input type="checkbox"/> Area has been designated as slum, blighted or deteriorated under state or local law (Provide a copy of the designation and any support documentation)	<input type="checkbox"/> Activity Addresses Conditions
2. Spot: <input type="checkbox"/> Acquisition <input type="checkbox"/> Relocation <input type="checkbox"/> Clearance <input type="checkbox"/> Rehab <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Conditions detrimental to public safety & health	

C. URGENT NEED TEST – ALL 4 CRITERIA MUST BE MET AND DOCUMENTED

<input type="checkbox"/> Serious, Immediate Threat	<input type="checkbox"/> Critical Within Previous 18 months
<input type="checkbox"/> Urgent Condition	<input type="checkbox"/> Insufficient Local Funds

ACTIVITY DESCRIPTION

D. ACTIVITY DESCRIPTION

Describe the activity sufficiently to demonstrate that it is an eligible activity, and that its scope is adequate to meet the identified needs of intended beneficiaries. Particular attention must be focused on the impact the proposed solution will have upon low and moderate income people, e.g. user fees, benefit assessments, etc. (For activities with user fees, complete "Local Effort/User Fee Analysis".)

For Competitive Applicants - Due to the competitive review process, the activity should be described comprehensively to substantiate the cause and magnitude of the need, and "third party" support (reports, newspaper articles, letters from affected residents, businesses, etc.), should be provided. Focus as specifically as possible on the impact of the problem on the residents of the affected area.

All activities for entitlement and competitive submissions are requested to upload a satellite image or photographs of the project area. Please label all photos.

1. Identify what is the problem and location of the problem. Identify the location of the project by street name(s) if applicable.

Talleyrand Park is a community park, heavily used by the residents of the Borough, as a place to recreate, relax and enjoy nature, which includes the Borough's beloved duck population and well stocked fish population. Currently, the pedestrian suspension bridge, located on the SW side of the park, is inaccessible to disabled residents. The bridge currently has two sets of steps as access to the bridge. This does not allow disabled residents to traverse the bridge (see attached pictures.) This leaves the disabled resident population unable to travel over the popular bridge, to view the fish species. Disabled residents are forced to use the eastern park access and are limited to where in the park they can easily travel. Additionally, the decking or floor of the bridge is made of wood, which is slippery and unsafe, has warped, split and is uneven, with large gaps, creating a barrier for disabled residents to travel across the bridge.

Furthermore, the park currently does not have an accessible area for disabled residents to rest, eat, feed the ducks or enjoy nature, off of the park pathway. The current rest/picnic area is not tied to the pathway, and has grass area between the rest/picnic area and the pathway, making it inaccessible to disabled residents. Disabled residents are stuck in the middle of the pathway if they want to stop and rest, try to eat or try to feed the ducks, which is unsafe not just for the disabled residents, but everyone in the park, as the disabled resident is stuck in the middle of the pathway. The current picnic table in this rest area is also not accessible, as it has built-in benches on all four sides of the table, making it inaccessible to disabled residents in a wheelchair or motor scooter.

2. This project has been reviewed to determine if any of the project is within the designated FLOODWAY using the best available data, and it has been determined that it is ☒ or is not ☐ located in the FLOODWAY.

Identify FIRM MAP or other source used for this determination. 42027C0367F effective 5/4/2009

3. How will the problem be corrected: Specify type and quantity of materials to be used to correct the problem. You must answer the questions posed in the activity description instructions, as applicable.

The project proposes to remove both sets of steps on each side of the pedestrian suspension bridge, removing the architectural barrier, and constructing ADA ramps on each side of the bridge, making it accessible to disabled residents. The wood decking of the bridge will be replaced with anti-skid Ameri-Board type material, that will remove the accessibility barrier, and ensure the bridge can be safely traveled by disabled residents.

Additionally, a concrete connector path will be constructed from the current park pathway, to the existing rest/picnic area, making it accessible. A new, accessible, permanent, concreted picnic table will be installed to provide an accessible rest and picnic area for disabled residents to eat, rest, and feed the ducks.

The pedestrian suspension bridge is located within the floodway, however, all work to the bridge and ramps is functionally dependent. The rest/picnic area is located out of the floodway, and no construction for the connector path or picnic table will take place in the floodway. (see attached flood layer map)

4. Who are the primary beneficiaries; who will receive the daily benefits of the proposed project. Grantee must confirm that the project serves a primarily residential area. The project and service area must be identified on the map and may be different. (Include photos)

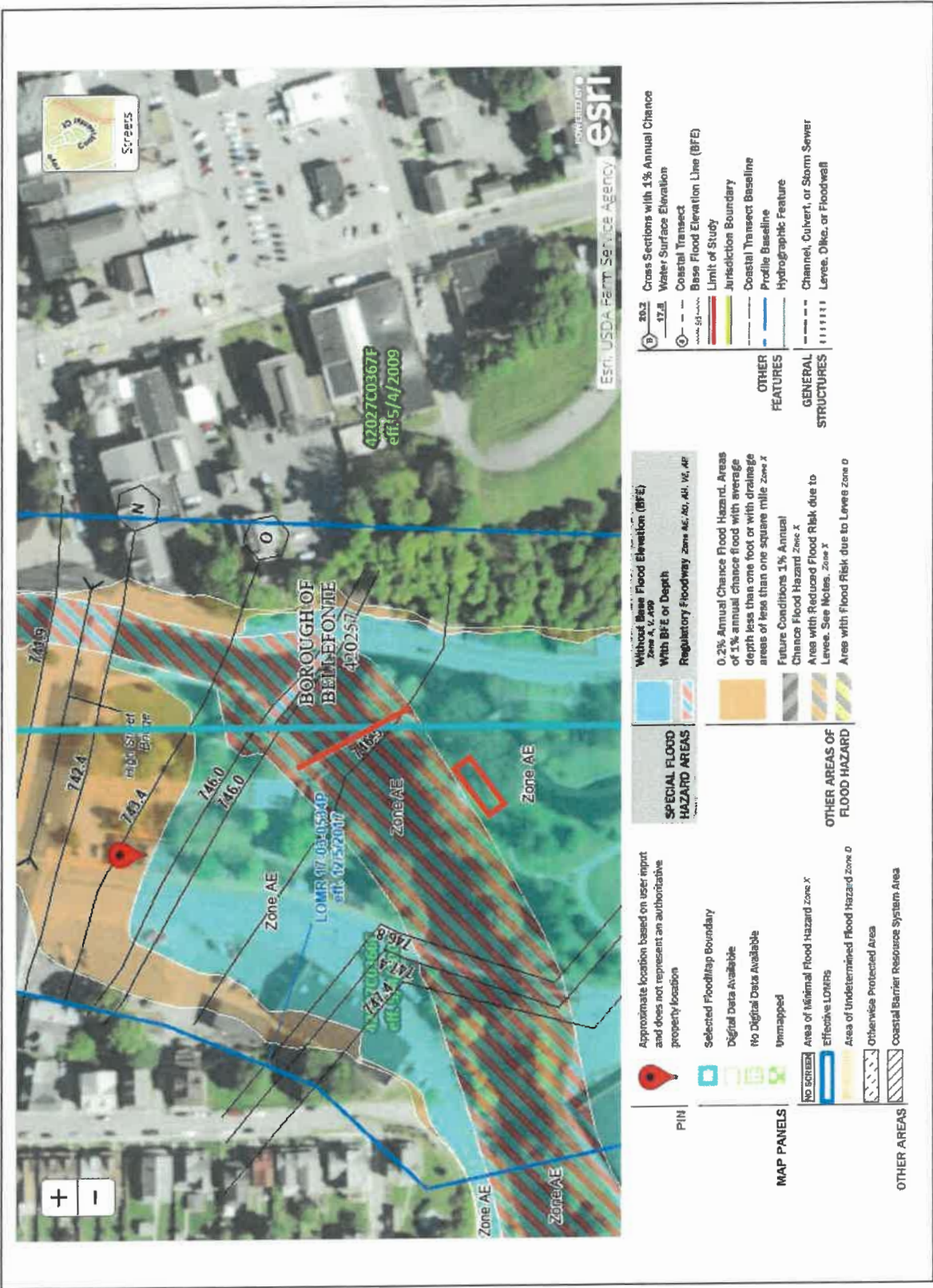
The primary beneficiaries are the disabled population of Bellefonte Borough residents, who are considered a presumed Low-to Moderate income population. 707, per HUD disability data.

(Attach Additional sheets as necessary.)

Appendix A: Talleyrand Park Suspension Bridge RAB

Public Facilities and Improvements:

1. Who owns the facility? Bellefonte Borough
2. Is the facility open to the general public? yes
3. Who are the principal users of the facility? Residents of Bellefonte Borough
4. What are the hours of operation? 24 hours/365
5. What are the fees for membership or to rent the facility? N/A
6. Are the fees reasonable when compared to similar facilities in the general area so as not to preclude low and mod-income persons from using the facility? N/A
7. Provide a list of services/programs/amenities available. Playground; covered picnic/rest areas; gazebo; walking path; restrooms; fish and duck viewing.
8. Provide the website, if applicable, for the facility <https://bellefonte.net/departments/parks-rec/talleyrand-park/>



Bellefonte Borough Council Packet May 5, 2025

DCED-CDBG-014 (04/2024)

LIMITED CLIENTELE WORKSHEET REPORTING

To Be Completed as part of the Application for CDBG Funding – LMC Activity

NAME OF ACTIVITY: Talleyrand Park Suspension Bridge RAB	CONTRACT YEAR: 2024
------------------------------------------------------------	------------------------

PART 1: IDENTIFY THE CLIENTELE TO BENEFIT

PRESUMED BENEFIT

To qualify under Limited Clientele criteria, the activity must exclusively benefit clientele who are generally presumed by HUD to be principally low-moderate income (L/M) persons (24CFR570.483(b)(2)(ii)(A)). Please select one of the following groups that are generally presumed by HUD to be principally L/M persons for this project.

Please select one of the presumed categories that the beneficiaries of the proposed activity will be qualified as.

- | | |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Abused children | <input checked="" type="checkbox"/> Severely disabled adults (as defined by Bureau of Census*) |
| <input type="checkbox"/> Elderly persons (age 60 and older) | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Battered spouses | <input type="checkbox"/> Persons living with AIDS |
| <input type="checkbox"/> Homeless persons | <input type="checkbox"/> Migrant farm workers |

*Persons are considered severely disabled if they:

- Use a wheelchair or another special aid for 6 months or longer;
- Are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs and walking);
- Need assistance with activities of daily living (getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating and toileting) or instrumental activities or daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone);
- Are prevented from working at a job or doing housework;
- Have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation; or
- Are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).

Note: Exclusively means that all of the beneficiaries of the activity must meet the criteria for being presumed.

If the beneficiaries fall into any other category but those above, then Presumed Benefit category may not be used to qualify for Limited Clientele.

OTHER OPTIONS FOR QUALIFYING FOR THE LIMITED CLIENTELE CATEGORY

Please select one of the other options to qualify the activity as LMC, if the Presumed Benefit option above cannot be used.

- ☐ Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI; For example: A summer lunch program that uses other funding with an income requirement; or
- ☐ Have income eligibility requirements limiting the activity to LMI persons only; have income eligibility requirements limiting the activity to LMI persons only; or
- ☐ Be of such a nature and in such a location that it can be concluded that clients are primarily LMI. For example, is a day care center that is designed to serve residents of a public housing complex.

Please complete Part 2 to complete this form

Bellefonte Borough Council Packet May 5, 2025

DCED-CDBG-014 (04/2024)

LIMITED CLIENTELE WORKSHEET REPORTING

NAME OF ACTIVITY:

Talleyrand Park Suspension Bridge RAB

CONTRACT YEAR:

2024

PART 2: DOCUMENTATION

(attach separate sheets of paper if necessary)

Provide the following information as applicable to the proposed activity based on your responses in Part 1 of this form.

PRESUMED BENEFIT

Number of estimated beneficiaries (persons) in the Service Area: 707
(This may be from ACS, or actual membership information)

Source : ACS 2008-2012 HUD data from link below

For disability data, please use the HUD provided disability data located at:
www.hudexchange.info/programs/census/acs-cdbg-disability-data/all-tracts-summarized-by-grantee/

**Please attach documentation that the facility or service will exclusively benefit clientele who are generally presumed to be principally LMI persons. If the activity is qualifying on more than one presumed category, for example seniors and disabled, grantees must remove any duplicate counts of beneficiaries.*

ACTIVITIES REQUIRING DOCUMENTATION ON FAMILY SIZE AND INCOME

Number of estimated beneficiaries (total persons): _____

Total number of LMI persons _____ LMI % _____

**Please attach a blank sample of the intake document used to acquire this information.*

INCOME ELIGIBILITY REQUIREMENTS THAT LIMIT THE ACTIVITY EXCLUSIVELY TO LMC PERSONS

Explain the income eligibility requirements that will limit the activity to LMC persons of which 51% must be low and moderate income:

**Please attach activity guidelines.*

NATURE OR LOCATION OF ACTIVITY ESTABLISH THAT IT WILL BE USED PRIMARILY BY LMC PERSONS

Explain the intent of the activity or its location that would presume the beneficiaries to be LMC persons:

**Please attach a map of the location of the activity and the service area.*



PROJECT BUDGET

APPLICANT NAME:

Centre County obo Bellefonte Borough

Total Sources and Uses of Funds

Activity	CDBG	Other CDBG	Local (with eligible in-kind)	Program Income	Total
1 Construction Costs	96,163	126,045			222,208
2 Delivery Costs					
a. Environmental Review		4,000			4,000
b. Professional Fees		62,000			62,000
c. Labor Compliance		3,900			3,900
d. Other (please explain)					
3. Land Acquisition (if any)					
TOTAL	96,163	195,945			292,108

* **DO NOT** include any general administrative costs, miscellaneous, contingency costs, etc. in budget.

Complete the table above. The budget is to reflect full project cost.

Immediately following this page, attach itemized cost estimate for each line item, identifying each source and use of funds.

Bellefonte Borough Talleyrand Park Improvements Opinion of Probable Project Cost						
Construction Costs						
Item	Description	Quantity	Unit	Unit Price	Extended Cost	
1	Demo Bridge Decking	585	Sq Feet	\$40.00	\$23,400.00	
2	Replace Bridge Decking	585	Sq Feet	\$75.00	\$43,875.00	
3	Demo – remove stairs – both sets	2	EA	\$4,000.00	\$8,000.00	
4	ADA ramp 1	80	LF	\$750.00	\$60,000.00	
5	ADA ramp 2	97	LF	\$750.00	\$72,750.00	
6	Concrete connector path	16	SF	\$75	\$1,200.00	
7	ADA picnic tables and installation	2	EA	\$1,800.00	\$3,600.00	
				Construction Sub Total	\$212,825.00	
				Construction Contingency (4.5%)	\$ 9,383.00	
				Total Construction Cost	\$222,208.00	
Related Costs						
Item	Description	Quantity	Unit	Unit Price	Extended Cost	
8	Engineering Services	1	1	\$62,000	\$62,000.00	
				Total Project Budget (without ER and Labor Compliance)	\$284,208.00	

Cost Estimate provided by Bellefonte Borough Assistant Borough Manager, Don Holderman

Costs based on project knowledge from 16 years with the Borough, and discussions with several engineering firms in the area about this project.

Anticipate 12 weeks construction



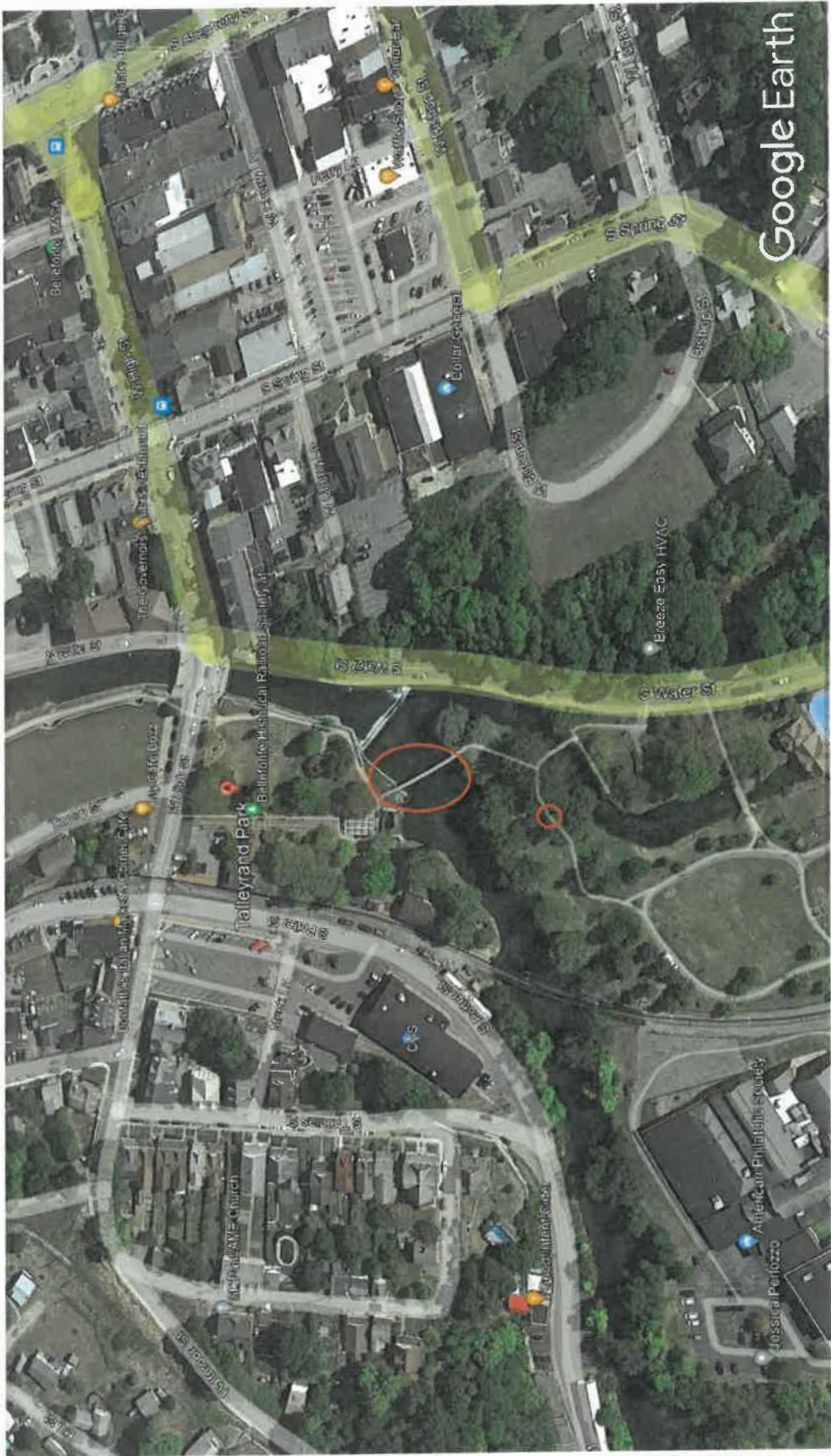
PROJECT COMPLETION TIMETABLE

APPLICANT NAME:

Centre County obo Bellefonte Borough

Beginning with the application submission date, outline below a reasonable timetable for project completion. Include all significant milestones, emphasizing those related to environmental clearance, procurement of third party services, plans, permits, bids, contracts, financing, acquisition of property, construction, and completion. Timeline must identify a month and year. In addition, grantees are to keep in mind each activity is to be completed within 3 years of the start of the contract.

Task	Date Completed or Projected Completion
Environmental Clearance for Activity	12/2024
Executing Sub-recipient Agreement (if applicable)	5/2025
Request for Professional Services	6/2024
Income Eligibility Verification (Direct Benefit Only)	N/A
Bid Specification Preparation	6/2025
Bid Project	7/2025
Bid Opening/Tabulation	8/2025
Contract Award	8/2025
Notice to Proceed	9/2025
Contracting/Project Implementation	10/2025
Activity Completion (National Objective is met.)	4/2026
IDIS Updated (Should be completed within 60 days of activity completion.)	6/2026



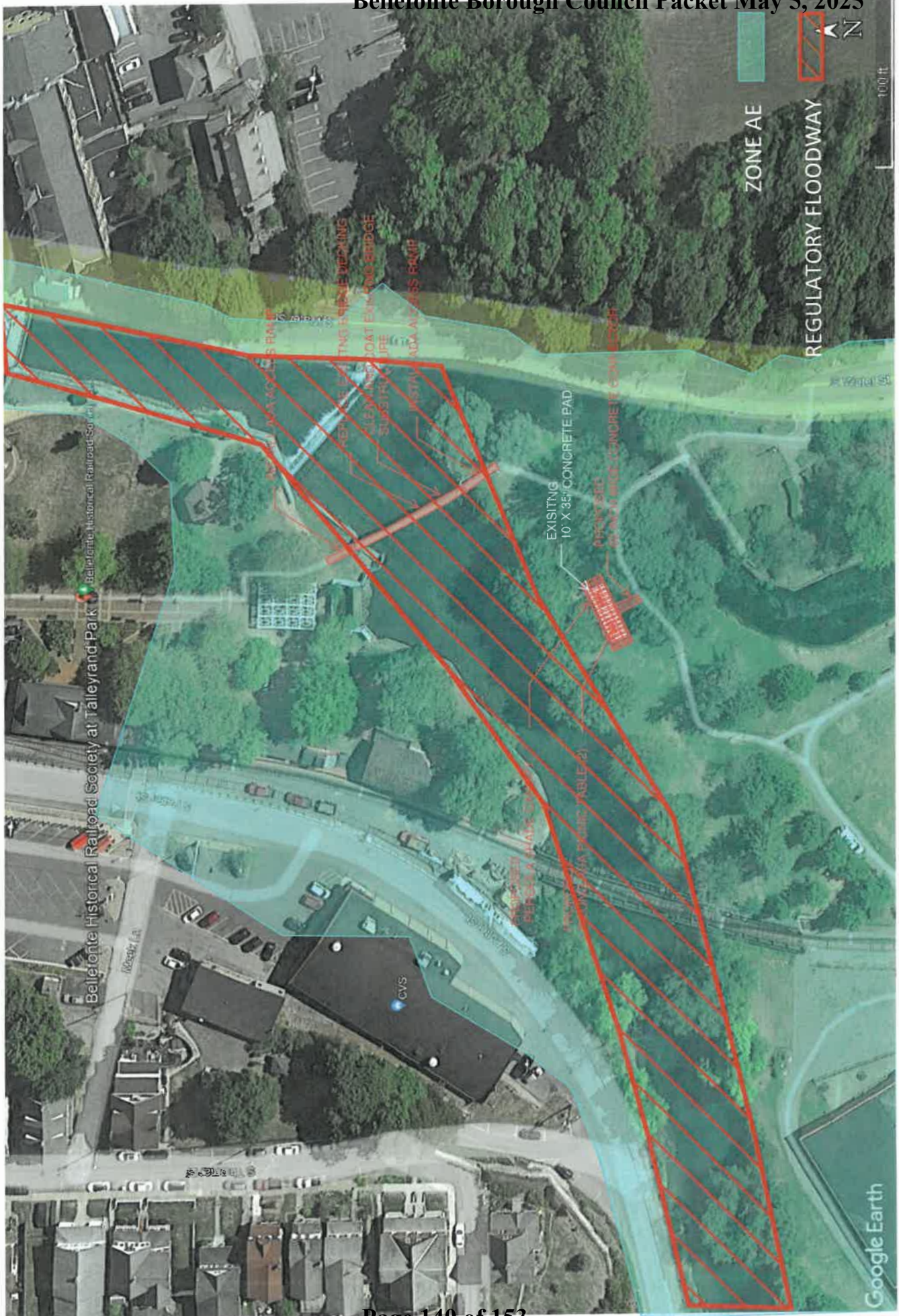
Bellefonte Borough

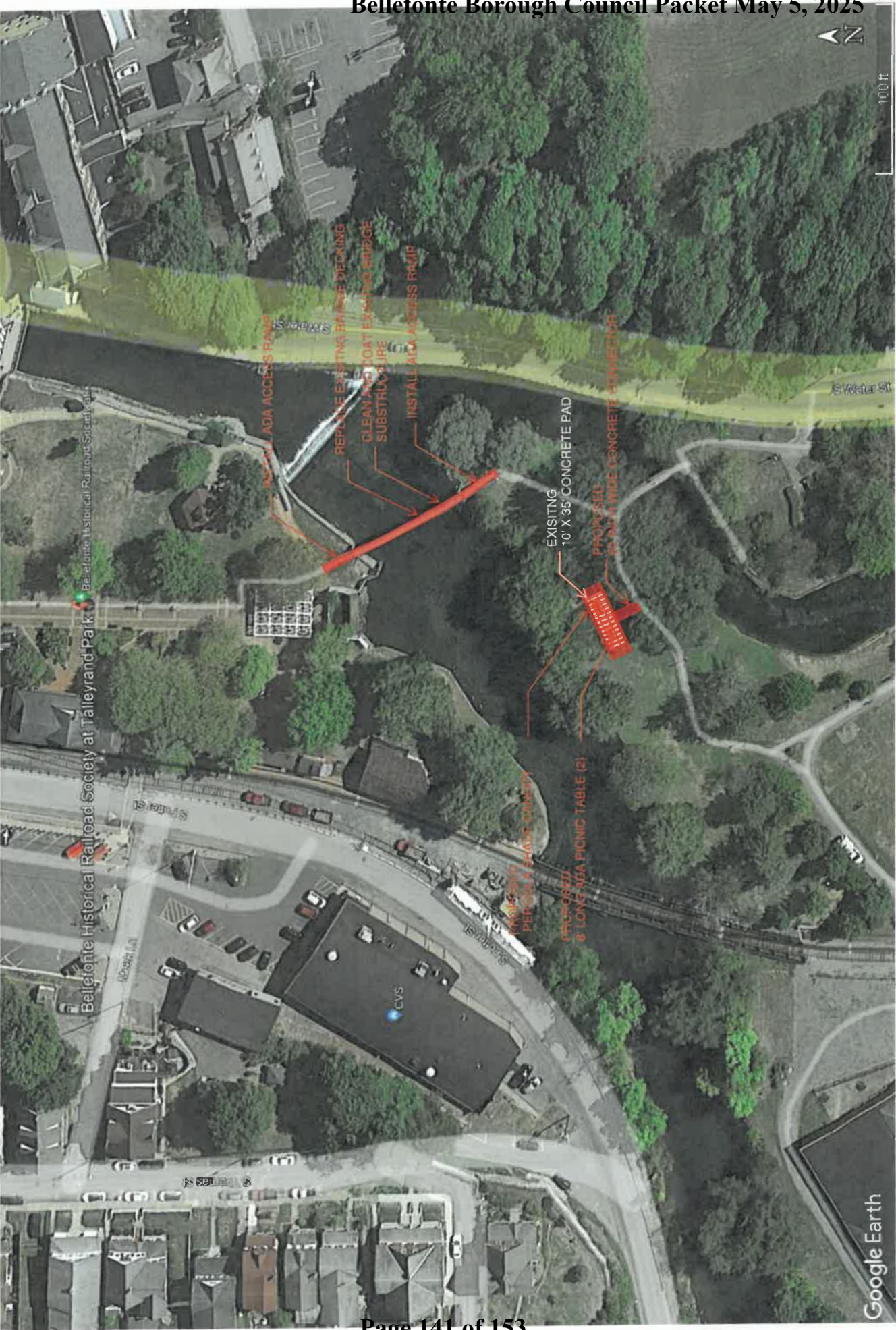
Talleyrand Park Suspension Bridge RAB project

Presumed benefit, disabled residents, 707 total per HUD
exchange/census/acs/disability data



project locations







Stairs are inaccessible
Need replaced with ramps

Talleyrand Suspension Bridge
wood decking is an accessibility issue -
warping, gaping.





Talleyrand Suspension Bridge

Stairs are inaccessible to disabled residents, making it impossible to cross

Picnic area is inaccessible to disabled residents – no ADA pathway to area and table not accessible.





Talleyrand Bridge Decking

Current design/material is wood, which has created a barrier for disabled residents, as the wood is slippery, has warped, and is “gapped” so that the presumed LMI group of disabled residents who utilize wheelchairs, walkers, canes, etc., do not have accessibility over the bridge.



ATTACHMENT B
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established worksite.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each

subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract, or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**ATTACHMENT C
GRANTEE INTEGRITY**

- A. Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:
- i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50 % of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Grantee" means the individual or entity, that has entered into the funding agreement with the Commonwealth.
 - iii. "Grantee Related Parties" means any Affiliates of the Grantee or the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
 - iv. "Financial Interest" means ownership of more than five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position in management.
 - v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
 - vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.
- B. Representation and Warranties.
- i. Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 1. Been indicated or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. Been suspended, debarred, or otherwise disqualified for entering into any contract with any governmental agency;
 3. Had any business license or professional license suspended or revoked;
 4. Had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. Been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
 - ii. Contractor Explanation. If the Grantee cannot make the representation and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

- iii. Further Representations. By submitting any bills, invoices, or request for payment to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
 - iv. Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of this agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- C. Grantee Responsibilities. During the term of this agreement, the Grantee shall:
- i. Maintain the highest standards of honesty and integrity.
 - ii. Take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - iii. Establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. Not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
 - v. Not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - vi. Comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01et seq.) regardless of the method of award.
 - vii. Comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - viii. Immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- D. Investigations. If a State Inspector General investigation is initiated, the Grantee shall:
- i. Reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be

- responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. Cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
 - iii. Upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. The information may include, but is not to be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- E. Termination. For violation of any of these Grantee Integrity Provision, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- F. Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontractors shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure their compliance with provisions.



HISTORIC
Bellefonte[™]
Est. 1795

MEMO

Date: For Council meeting May 5, 2025
To: Bellefonte Borough Council
From: Julie Brooks
Subject: Loading and unloading zone on South Spring Street and McAllister and High intersection.

The following is recommended after reviewing the area on South Spring Street in front of Dollar General, (141 South Spring Street) on site with Mark Hood, a PennDOT Local Technical Assistance Program (LTAP) engineer:

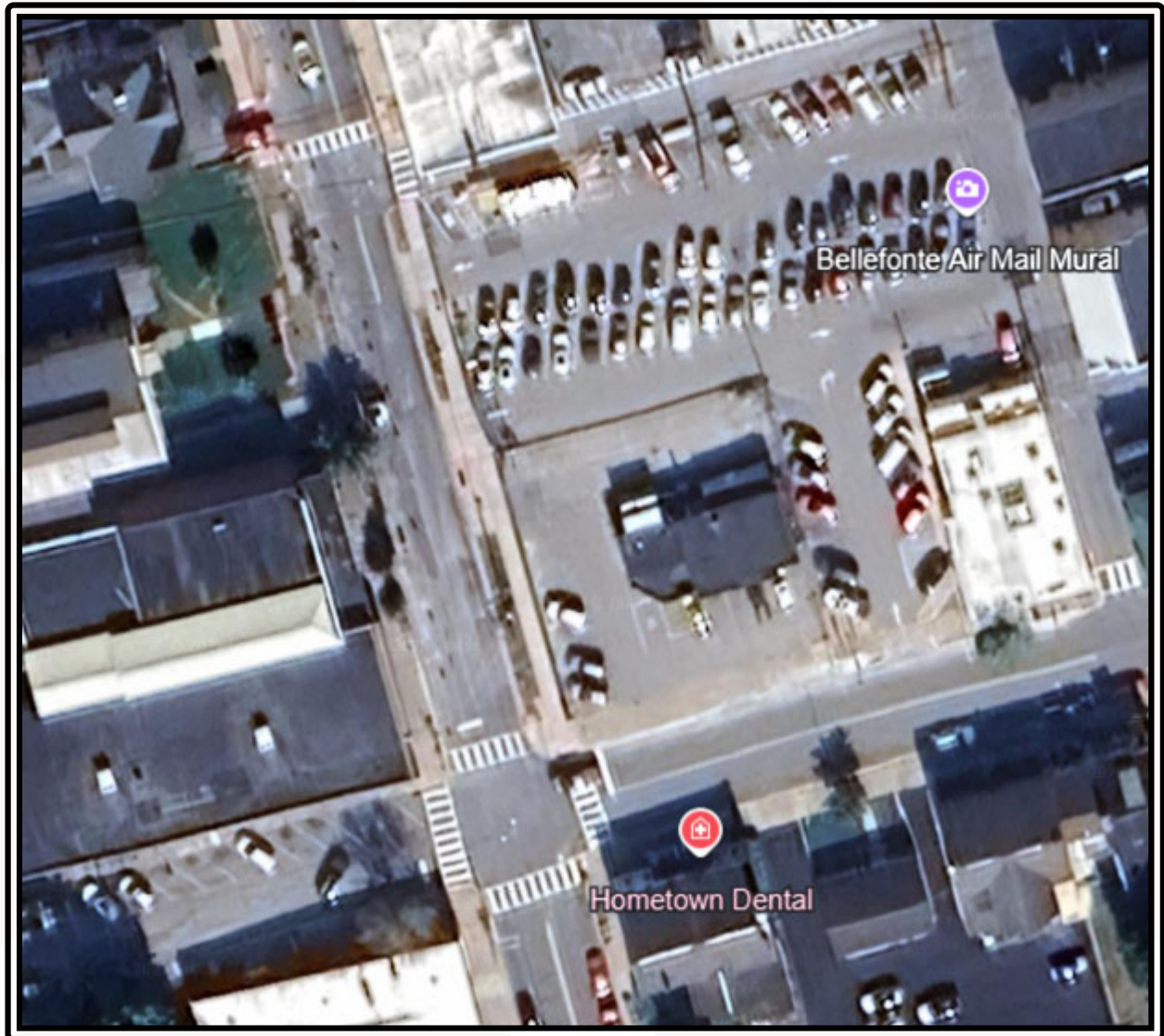
The location for the load/unload zone should be in front of the Dollar General since it can be used without trucks backing up in the intersection or using the Pine street area. The loading zone would be 30 feet from the stop sign and 3 to 4 parking spaces would be needed for a full-sized truck to use the space.

One of the spaces to be eliminated is a handicapped space. The municipal lot across the street provides safer access than the street parking in the area and the lot has more than 50 spaces with only one handicapped space. ADA recommendations are for 3 spaces for a lot that size. Two handicapped spaces should be added in the Cherry street corner of the lot since it is closest to the crosswalks.

Mark took sight measurements at the High Street / McAllister street intersection and he will update the 2013 recommendations with current speed sign data provided by Chief Witmer and available crash information.



HISTORIC
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Est. 1795



Overview of the Spring street area discussed in the memo.



HISTORIC
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Street view of recommended loading zone area.



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Current Handicapped space at Cherry street.