

Penn Lake Park Borough
Agenda-February 8th 2024 7:00pm Meeting
<https://global.gotomeeting.com/join/384401149> Ph.(312) 757-3117 Access Code: 384-401-149

Work Session-

- Computer backup of secretary and treasurer
- STR-Current status
- ...

Call to Order

Pledge of Allegiance

Roll Call

Public Comment-Public comment on the current agenda items

Introduction-Jimmy Sabatino, Luzerne County Councilman

Meeting Minutes Approval

Treasurers Report

Receipts and Bills

Petitions and Complaints

Correspondence

Committee Reports:

- Mayor
- Attorney
- Zoning
- Recreation
- Lake Management
- Goose Abatement
- Records
- Roads
- Sewer
- Short Term Rental
- Dam

Unfinished Business

- Code enforcement(Ongoing)
- ARPA Funds(Ongoing)
 1. Drainage 54 William Drive-project status-Complete
 2. Hollenback/Horseshoe
- Speed Bumps/Humps (Ongoing)
- Short term rental-Trash
- Short term rental-next steps

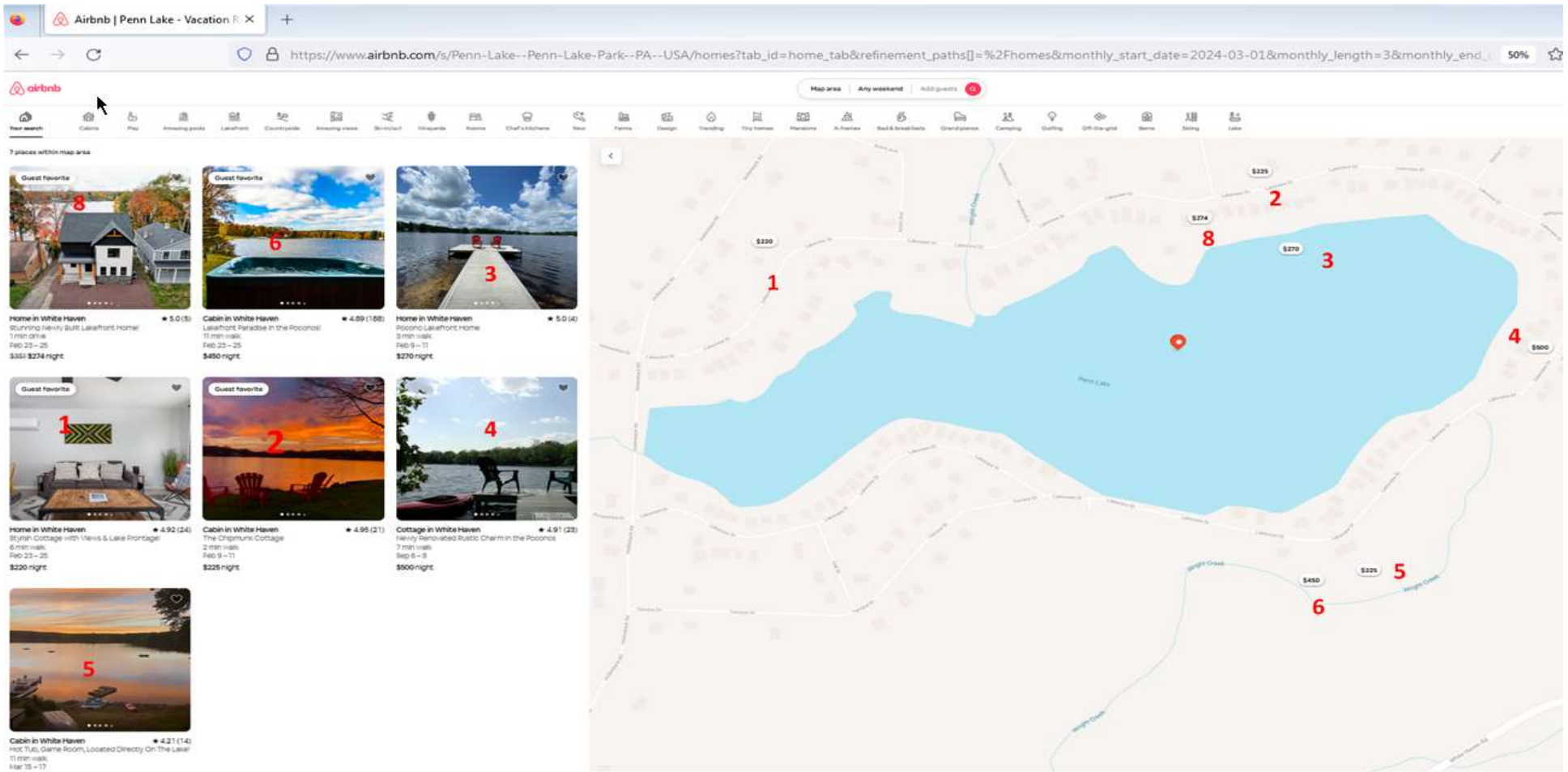
New Business

- Motion to endorse FEMA Bric \$307,500 grant agreement for review and digital signature
- Motion to ratify the decision by poll to pay the workmen's compensation insurance premium of \$630.
- Motion to ratify the decision by poll to adopt Streamline Change Order#1, the substance of which is support to Dean/Giarratono for Basler easement
- Aqua Main Replacement-Status
- LSA Grant 2020
 - Status
 - Vote to adopt Borton-Lawson design proposal for engineering
 - Vote to request extension for grant money

Final Public Comment

Adjourn

Penn Lake-Short Term Rental Advertisements AirBnB-2/6/24



Map	Owner	Address	PIN	Mail Addr	Advertised	Permit?
1	STONER CHRISTINE	1497 Lakeview	75N12S2 0010140	210 KOTNEEN WAY GLENMOORE PA 19343	Y	N
2	HONG EMMA Care Of: DEITEMYER DONN	1665 Lakeview	75N12S1 0050060	276 STONE RIDGE DRIVE, NORRISTOWN, PA 19403-5221	Y	2024
3	RINKER JAISON REBECCA	1679 Lakeview	75N12S1 0050090	4750 Bakerstown Culmerville Rd Gibsonia, Pa 15044	Y	2023
4	FISHER MICHAEL W KRISTEN C	1079 Lakeview	75N12S1 0060010	1089 Lakeview Drive White Haven Pa 18661	Y	2024
5	PENN LAKE HOMES LLC	1175 Lakeview	75N12S1 0040100	1194 e schuylkill rd Paottstown, Pa 19465	Y	N
6	MEDICO LUKE ANGELINA	1167 Lakeview	75N12S1 0040080	12 Eight Iron Drive Mountain Top Pa 18797	Y	2023
7	PERRONE RYAN	1177 Lakeview	75N12S1 0050240	Same	N	2023
8	CARTER GRANT	1623 Lakeview	75N12S2 0030180	1581 LAKEVIEW DR White Haven Pa 18661	Y	2024

REORGANIZATIONAL MEETING
PENN LAKE PARK BOROUGH
JANUARY 2, 2024

The Penn Lake Park Borough held its Reorganizational Meeting on January 2nd, 2024 in the Penn Lake Community House. Mayor Tom Carter called the meeting to order at approximately 6:33 and opened the meeting with the Pledge of Allegiance to the Flag.

ROLL CALL: Mayor Tom Carter, Council members Paul Rogan, John Burden, Susan George, and Corey Beltz. Dan Eustice was absent.

A **Motion** was made by Burden, 2nd by George to nominate Paul Rogan for President of Council, no other nominations were made.

Roll Call: Burden-aye, George-aye, Beltz-aye.
Motion Carried.

A **Motion** was made by Rogan, 2nd by Burden to nominate Susan George for Vice President, no other nominations were made.

Roll Call: Rogan-aye, Burden-aye, Beltz-aye.
Motion Carried.

Council President, Paul Rogan, made the following Committee Appointments:

RTK – John Burden

Engineering – Paul Rogan

Dam – Paul Rogan

Recreation – Susan George

Lake Management – Dan Eustice

Goose Abatement – Dan Eustice/ Paul Rogan

Roads – Dan Eustice

Sewer – Corey Beltz

Short-Term Rental - Burden

A **Motion** was made by Rogan, 2nd by George to pass **Resolution #1 of 2024** Adopting the following:

1. Tax collector salary will be \$1000.00 per year.
2. Appointment of Karen Burden as Borough Secretary, Salary at \$1700.00 per year.
3. Appointment of Teresa Wojchiechowski as Borough Treasurer, Salary at \$1700.00 per year.
4. Setting Council and Mayor Salary at \$120.00 per year, Council President Salary at \$240 a year.
5. Appointment of Barry Jacob as Zoning Officer, salary at \$350.00 per month, mileage of .54 cents per mile.
6. Appointment of Elliot Greenleaf law firm as Borough Solicitor, salary at \$350.00 per month.

7. Appointment of Donald Beckerman as Auditor, salary at \$500.00 per year.
 8. Two signatures are required on all borough checks, Treasurer, President, and Vice-President to have signatory authority.
 9. Appointment of Borton-Lawson as Borough Engineer.
 10. Appointment of Christopher Zweible as the EMA Coordinator.
 11. Appointment of Nick Argot as the Storm Water Engineer.
 12. Setting the White Haven Journal as the paper of record when available.
 13. Continue the use of PNC Bank and PLGIT as the Boroughs depositories.
- Roll Call: Rogan-aye, George-aye, Burden-aye, Beltz-aye, all ayes.
Motion carried.

A **Motion** to adjourn was made by Rogan, 2nd by Burden.
Roll Call: All in favor, all ayes.
Meeting adjourned at 6:39 PM.

JANUARY 2, 2024
PENN LAKE PARK BOROUGH COUNCIL MEETING

The Penn Lake Park Borough January Council meeting was held at the Penn Lake Park Community House. Council President Paul Rogan called the meeting to order at approximately 6:40 PM.

ROLL CALL: Mayor Tom Carter, Council President Paul Rogan, Council Members: Susan George, John Burden, and Corey Beltz. Dan Eustice was absent.

PUBLIC COMMENT: None

MINUTES:

Minutes from the December Council Meeting were distributed to council members via email and posted on the Penn Lake Borough website. The copies will be recorded as the official minutes. A **Motion** to accept the December Council Meeting Minutes was made by Beltz, 2nd by George. Roll Call: Beltz, George, Burden, and Rogan, all in favor, none opposed. Motion Carried.

TREASURERS REPORT:

The Treasurer's Report was presented. A **Motion** was made by Rogan, 2nd by Burden to accept the Treasurer's Report. Roll Call: Rogan, Burden, Beltz, and George, all in favor, none opposed. Motion carried.

RECEIPTS/BILLS:

A **Motion** was made by Rogan, 2nd by Beltz to pay the bills of \$34,328.06 and to accept the receipts of \$1,821.14. Roll Call: Rogan, Beltz, George, and Burden, all in favor, none opposed. Motion carried.

PETITIONS OR COMPLAINTS:

None

CORRESPONDENCE:

The Borough received information and applications for the Luzerne County ARPA Heating and Utility Program administered by the Commission on Economic Opportunity. The purpose of the program is to provide direct assistance to moderate income Luzerne County households impacted by the COVID 19 Pandemic. Income guidelines are defined as 200% - 300% of the federal poverty guideline. The one-time grant is in the amount of \$290.00.

The Luzerne County Recorder of Deeds informed the Borough that all signatures by the Local Planning Commission on maps for recording must be accompanied by the official seal for that office.

COMMITTEE REPORTS:

MAYOR – Carter – Received a noise complaint on New Year's Eve.

SOLICITOR – Keighlyn Oliver – Nothing to Report.

ZONING – No Report

RECREATION– **George** – Nothing to Report.

LAKE MANAGEMENT - **Eustice** – No Report.

GOOSE ABATEMENT – **Eustice/Rogan**– No Report.

RTK/RECORDS –**Burden** – Nothing to Report.

ROADS –**Eustice** – No Report.

SEWERS – **Beltz** – No Report.

SHORT TERM RENTALS- **Burden** – Nothing to Report.

DAM – **Rogan** – The Borough filed an application for a permit to DEP. The Borough was notified by the Director of Dam Safety of a High Hazard Potential Grant available. A face-to-face meeting with the Director was requested by Rogan with Jim Brozeena and Dan George attending as well.

Luzerne Bank contacted the Borough concerning additional money may be available for the Borough to fund the dam project.

UNFINISHED BUSINESS:

Code Enforcement – Will continue as Unfinished Business.

ARPA Funds – The Stormwater project at 54 Williams Dr. has been completed. The drainage project at Horseshoe and Hollenback Dr. was awarded to Kislun for \$9873.00, and will most likely begin in the spring of 2024.

Speed Bumps/Humps – Will continue as Unfinished Business.

NEW BUSINESS:

Vote to Advertise Ordinance #1 of 2024 for Recovery of Attorney and Filing Fees- A **Motion** was made by Rogan, 2nd by George to advertise Ordinance #1 of 2024 to recover Attorney and Filing Fees.

Roll Call: Rogan, George, Beltz, and Burden, all in favor, none opposed.

Motion Carried.

Vote to Authorize an Application for the HHPD Grant – A **Motion** was made by Rogan, 2nd by Burden to authorize Jim Brozeena to prepare and submit a grant application for the High Hazard Potential Dam Grant with the Borough as a sub-applicant to PEMA and the PA Dam Safety Department due February 29, 2024.

Roll Call: Rogan, Burden, George, and Beltz, all in favor, none opposed.

Motion Carried.

FINAL PUBLIC COMMENT – None

A **Motion** was made by Beltz, 2nd by Rogan to adjourn.

Roll Call: Beltz, Rogan, George, and Burden, all in favor, none opposed.

Motion Carried.

Meeting adjourned at 7:10 PM.

The February Council Meeting will be held on Thursday, February 8, at 7:00 PM.

Respectfully submitted,

Karen Burden, Secretary

TRIAL BALANCE – PENN LAKE PARK BOROUGH
DECEMBER 31, 2023

(All Accts except Liquid Fuels)

Checking Acct Balances on January 1, 2023

PNC General Fund	\$ 35179.56
PLGIT General	\$139880.27
PLGIT Garbage	\$ 8867.96
PLGIT Dam	\$182212.25
FNCB Sewer Fund	\$199125.27
Luzerne Bank	\$ 10500.00

CHECKING ACCTS TOTAL

\$575,765.31

ASSETS/INCOME

301.10	Real Estate Taxes –Current Year	\$ 20006.26
301.11	Real Estate Taxes-Dam Allocation	\$211829.25
301.40	Real Estate Taxes-Delinquent	\$ 2330.68
310.10	Real Estate Taxes- Transfer Tax	\$ 5985.35
310.20	Earned Income Tax	\$ 58022.41
321.80	Cable TV Franchise Fee	\$ 2477.00
330	Vehicle Code Violations	\$ 285.77
331.10	Court-District Magistrate	\$ 1.85
341	Interest – PLGIT General Fund	\$ 8042.95
341.01	Interest – PLGIT Dam Fund	\$ 91166.31
341.02	Interest-PLGIT Garbage Fund	\$ 1172.19
341.03	Interest – FNCB Sewer Fund	\$ 1727.94
351	Culture & Recreational	\$ 2168.70
355.01	Public Utility Realty Tax	\$ 270.13
355.99	Fire Relief	\$ 2941.21
361	General Government	\$ 835.06
361.33	Zoning Permits	\$ 800.00
361.34	Zoning Hearing Fees	\$ 2500.00
362.48	Short Term Rentals	\$ 5700.00
364.10	Sewer Charges – Mo Fees	\$168173.78
364.11	Sewer Connection Fees	\$ 11300.00
364.45	Sanitation – Garbage Fees Collected	\$ 79595.00
393.10	Luzerne Bank Loan	\$2940000.00

ASSETS/INCOME TOTAL

\$3,617,331.84

GRAND TOTAL

\$4,193,097.15

LIABILITIES/EXPENSES

400	Governing Body Salaries	\$ 720.00
400.34	Postage, Printing, Advertising	\$ 2371.47
400.35	Insurance & Bonding	\$ 6568.87
401	Mayors Salary	\$ 120.00
402	Auditor Salary	\$ 500.00
403.11	Tax Collector Salary	\$ 1000.00
403.30	EIT Tax Collection- HA Berkheimer	\$ 910.41
404.30	Lawyers/Other Services	\$21958.54
405.12	Salary Secretary & Treasurer	\$ 3400.00
406	General Government Admin	\$ 4375.85
406.21	General Government Office Supplies	\$ 748.39
408.31	Professional Services, Engineer	\$172480.23
409.38	Rent & Other Services	\$ 1057.00
411	Firemens Relief Fund	\$ 2941.21
414.12	Public Safety – Zoning Officer	\$ 4400.00
414.13	Zoning Officer mileage/postage	\$ 559.65
420	Health & Human Services	\$ 7854.00
426.45	Sanitation Hauler	\$ 81617.76
429.61	Sewer Construction/Repairs	\$114979.70
434	Streetlighting	\$ 382.60
438	Maintenance & Repairs to Roads/Bridges	\$ 18842.50
451	Recreation	\$ 3900.62
452.53	Arpa Funds	\$ 18820.82
471	Penn Vest Loan	\$123804.72
471.10	Dam Construction Costs	\$ 25650.29
472.10	Loan/Interest –Luzerne Bank	\$ 98258.33

LIABILITIES/EXPENSES TOTAL \$718,222.96

Balances in ACCTS on 12/31/23	PNC General Fund	\$ 17055.73	
	PLGIT General	\$167815.43	
	PLGIT Garbage	\$ 8017.39	
	PLGIT Dam	\$3140480.10	
	FNCB Sewer Fund	\$140498.52	
	Luzerne Bank	\$ 1007.02	
	Checking Accounts Balance TOTAL		\$3,474,874.19

GRAND TOTAL \$4,193,097.15

LIQUID FUELS

REVENUES

Balance on January 1, 20223	Checking –PLGIT Fund	\$27264.96
35.341	Interest Earned	\$ 1912.43
35.355.05	Fuel Tax Allocation	<u>\$21537.27</u>
	TOTAL	\$50714.66

LIABILITIES/EXPENSES

35.432	Snow Removal	\$11389.00
35.438	Maint Rds & Bridges	\$ 1365.00
	Balance in Liquid Fuels Acct on 12/31/23	<u>\$37960.66</u>
	TOTAL	\$50714.66

FOR DONNIE (AUDIT PURPOSES)

TRIAL BALANCE – PAGE 4
DECEMBER 31, 2023

PENN LAKE PARK BOROUGH

SEWER FUND

REVENUES

Balance on January 1, 2023	FNCB –Sewer Fund	\$199125.27
341.03	Interest Earned	\$ 1727.94
364.10	Sewer Charges	\$168173.78
364.11	Sewer Connection	\$ 11300.00
	TOTAL	\$380326.99

LIABILITIES/EXPENSES

406	Railroad Sewer Easement	\$ 1000.00
406.21	Office Supplies, Gen Gvt	\$ 44.05
429.61	Sewer Construction	\$114979.70
471	Penn Vest Loan	\$123804.72
	Balance in Sewer Acct on 12/31/23	<u>\$140498.52</u>
	TOTAL	\$380326.99

FOR DONNIE (AUDIT PURPOSES)

February 8th, 2024 MEETING

RECEIPTS:

\$ <u>3148.67</u>	HA Berkheimer, EIT (December & January)
\$ <u>1865.17</u>	Elite Revenue, Delinquent Taxes Collected
\$ <u>50.00</u>	Zoning Permit, (Boyd)
\$ <u>11085.82</u>	Aqua PA, Sewer Monthly Fees Collected –October
\$ <u>804.62</u>	Commonwealth of PA, Recycling Grant (Act 101)
\$ <u>1320.00</u>	Garbage fees collected (2023)
\$ <u>5040.26</u>	Realty Taxes Collected
\$ <u>2500.00</u>	Short Term Rental Fee 2024 (Fisher & Furino)

\$25,814.54

TOTAL RECEIPTS

BILLS:

\$ <u>10317.06</u>	Penn Vest Loan Monthly Payment – February
\$ <u>350.00</u>	Atty. John Dean, January Retainer
\$ <u>150.00</u>	Elliott Greenleaf & Dean, Dam Matters, December
\$ <u>350.00</u>	Barry Jacob, ZO Salary –January
\$ <u>16237.36</u>	Luzerne Bank, Loan Payment
\$ <u>7073.64</u>	GFL Environmental, February Garbage
\$ <u>32.62</u>	PPL Electric Utilities, Dec Streetlights
\$ <u>4.81</u>	HA Berkheimer, Admin & Comm December
\$ <u>4038.00</u>	Kislan's Trucking, Snow plowing/cindering 1/6-7-8/24
\$ <u>4647.00</u>	Kislan's Trucking, Snow plow/cindering 1/16 & 19/24
\$ <u>652.00</u>	Kislan's Trucking, Snow plow/cindering 1/23/24
\$ <u>3592.00</u>	DGK Insurance, Comm Excess Liability & Comm Pkg Policy
\$ <u>202.87</u>	DGK Insurance, Tax Collector Bond
\$ <u>1137.50</u>	Aqua PA, Repairs, Inv #14-2023 (Preedy, Beltz & Soranno)
\$ <u>630.00</u>	SWIF (State Workers Insurane Fund), WC App
\$ <u>3.00</u>	SWIF, Additional amt due for WC App
\$ <u>18.50</u>	CANWIN, Reorganization Mtg Ad, 12/14/2023
\$ <u>20.97</u>	PNC Bank Card, Go To Mtg & OOMA & Postage

\$49,457.33

TOTAL BILLS

TREASURERS REPORT February 8th , 2024

PNC GENERAL FUND

Balance as of 01/02/24	\$18176.87
Revenue Deposits 2/8/24 mtg	<u>+10260.05</u>
	28436.92
Transfer to Dam Acct	- 4601.98
Bills to be Paid 2/8/24	<u>- 5204.77</u>
Balance as of 2/8/24	\$18630.17
	-(2168.70 - PICKLEBALL GO FUND ME)
	- 13468.26 (AARPA Funds)
	<u>\$ 2993.21</u>

PLGIT GENERAL FUND

Balance as of 01/02/24	\$165257.16
Deposits (Dec & Jan EIT)	+ 3148.67
Deposits	
Interest earned 12/23&1/30	<u>+ 1533.95</u>
	\$169939.78
Bills to be Paid 2/8/24	<u>- 7073.64</u>
Balance as of 2/8/24	\$162866.14

DAM ALLOCATION FUND

	\$3110399.23
	+ 4601.98
	<u>+ 27516.88</u>
	\$3142518.09
	<u>- 16387.36</u>
	\$3126130.73

PLGIT GARBAGE

Balance 01/02/24	\$ 879.43
Deposits from 2/8/24 mtg	\$ 1320.00
Interest earned 12/2&1/30	<u>\$ 80.72</u>
	\$ 2280.15
Bills to be Pd 2/8/24	<u>- .00</u>
Balance as of 2/8/24	\$ 2280.15

LIQUID FUELS

	\$37789.92
	.00
	<u>\$ 336.68</u>
	\$38126.60
	<u>- 9337.00</u>
	\$28789.60

FNCB SEWER FUND

Balance 01/02/24	\$130181.46
Interest Earned	+ 113.25
Revenue Dep 2/8/24	<u>+ 11085.82</u>
	\$141380.53
Bills to be Pd 2/8/24	- 1137.50
Penn Vest Loan 2/8/24	<u>- 10317.06</u>
Balance as of 2/8/24	\$129925.97

LUZERNE BANK

	\$1007.02
	.00
	<u>+ .00</u>
	\$1007.02
	.00
	<u>- .00</u>
	\$1007.02

Itemized Categories

1/1/2024 through 2/8/2024

2/3/2024

Page 1

Date	Account	Num	Description	Memo	Tag	Clr	Amount
INCOME							77,807.02
301.10 REAL ESTATE TAXES							438.28
2/8/2024	PNC GENER...	DEP	S REALTY TAX...				438.28
301.11 REAL ESTATE TAXES -DAM							4,601.98
2/8/2024	PNC GENER...	DEP	S REALTY TAX...				4,601.98
301.40 DELINQUENT TAXES							3,686.31
1/2/2024	PNC GENER...	DEP	ELITE REVE...	DELINQUEN...			1,821.14
2/8/2024	PNC GENER...	DEP	ELITE REVE...	DELINQUEN...			1,865.17
310.20 EARNED INCOME TAX							1,372.91
1/31/2024	PLGIT GENE...	DEP	EIT	JANUARY			1,372.91
341 GENERAL INTEREST							751.44
1/31/2024	PLGIT GENE...	DEP	INTEREST	JANUARY			751.44
341.01 DAM INTEREST							13,673.37
1/31/2024	PLGIT DAM F...	DEP	INTEREST	JANUARY			13,673.37
341.02 GARBAGE INTEREST							16.40
1/31/2024	PLGIT GARB...	DEP	INTEREST	JANUARY			16.40
341.03 SEWER INTEREST							113.25
1/13/2024	FNCB SEWE...	DEP	INTEREST	INTEREST E...			113.25
35.341 LIQUID FUELS INTEREST							165.94
1/31/2024	PLGIT LIQUI...	DEP	INTEREST	JANUARY			165.94
354.15 RECYCLING GRANT ACT 101							804.62
2/8/2024	PNC GENER...	DEP	COMMONWE...	RECYCLING...			804.62
361.33 ZONING PERMITS							50.00
2/8/2024	PNC GENER...	DEP	ZONING PER...	BOYD			50.00
362.48 SHORT TERM RENTAL							2,500.00
2/8/2024	PNC GENER...	DEP	M/M FISHER	SHORT TER...			1,250.00
2/8/2024	PNC GENER...	DEP	EMMA FURINO	SHORT TER...			1,250.00
364.10 SEWER CHARGES							11,085.82
2/8/2024	FNCB SEWE...	DEP	SEWER MON...	OCTOBER			11,085.82
364.45 GARBAGE FEES COLLECTED							1,320.00
2/8/2024	PLGIT GARB...	DEP	GARBAGE F...	GARBAGE F...			1,320.00
392.03 TRANSFER FUNDS TO DAM FUND							4,601.98
2/8/2024	PLGIT DAM F...	DEP	PNC GENER...	TRANSFER			4,601.98
392.04 TRANSFER FUNDS FROM DAM FUND							32,624.72
1/2/2024	PLGIT GENE...	DEP	TRANSFER F...	LUZERNE B...			16,237.36
2/8/2024	PLGIT GENE...	DEP	TRANSFER F...	LUZERNE B...			16,387.36
EXPENSES							-121,012.09
35.432 SNOW & ICE EXPENSE							-9,337.00
2/8/2024	PLGIT LIQUI...	280	KISLANS TR...	SNOW PLO...			-9,337.00
400.34 POSTAGE- PRINT-ADV-RENT							-18.50
2/8/2024	PNC GENER...	6215	CANWIN/JOU...	INV #11972			-18.50
400.35 INSURANCE & BONDING							-4,427.87
2/8/2024	PNC GENER...	6206	SWIF	WC APPLIC...			-630.00
2/8/2024	PNC GENER...	6212	DGK INSURA...	TAX COLLE...			-202.87
2/8/2024	PNC GENER...	6213	DGK INSURA...	EXCESS LIA...			-3,592.00
2/8/2024	PNC GENER...	6214	SWIF	WC APPLIC...			-3.00
403.30 OTHER SERVICE CHARGES							-4.81
2/8/2024	PNC GENER...	6211	H. A. BERK...	DECEMBER...			-4.81
404.30 LAWYERS - OTHER SERVICES							-850.00
2/8/2024	PLGIT GENE...	783	ELLIOTT GR...	LEGAL SER...			-150.00

Itemized Categories

1/1/2024 through 2/8/2024

2/3/2024

Date	Account	Num	Description	Memo	Tag	Clr	Amount
1/2/2024	PNC GENER...	6204	ATTY JOHN ...	DEC RETAI...			-350.00
2/8/2024	PNC GENER...	6208	ATTY JOHN ...	JANUARY R...			-350.00
406 OTHER GENERAL GOV'T ADMIN							-20.97
2/8/2024	PNC GENER...	6216	PNC BANK	OOMA, GO ...			-20.97
414.12 ZONING OFFICER SALARY							-700.00
1/2/2024	PNC GENER...	6205	BARRY JACOB	DEC ZO SA...			-350.00
2/8/2024	PNC GENER...	6209	BARRY JACOB	JANUARY Z...			-350.00
426.45 SANITATION							-14,147.28
1/2/2024	PLGIT GARB...	415	GFL ENVIRO...	JANUARY G...			-7,073.64
2/8/2024	PLGIT GENE...	781	GFL ENVIRO...	FEBRUARY ...			-7,073.64
429.61 SEWER CONSTRUCTION							-1,137.50
2/8/2024	FNCB SEWE...	288	AQUA PA	REPAIRS 14...			-1,137.50
434 STREETLIGHTING							-32.62
2/8/2024	PNC GENER...	6210	PPL ELECTRI...	DECEMBER...			-32.62
471 PENN VEST LOAN							-20,634.12
1/2/2024	FNCB SEWE...	AUTO	PENN VEST -...	AUTOMATIC...			-10,317.06
2/8/2024	FNCB SEWE...	AUTO	PENN VEST -...	AUTOMATIC...			-10,317.06
472.10 INTEREST DUE ON LOAN							-32,474.72
1/2/2024	PLGIT GENE...	780	LUZERNE BA...	LOAN PMT			-16,237.36
2/8/2024	PLGIT GENE...	782	LUZERNE BA...	LOAN PMT			-16,237.36
492.01 TRANSFER TO PLGIT GENERAL FUND							-32,624.72
1/2/2024	PLGIT DAM F...		TRANSFER T...	LUZERNE B...			-16,237.36
2/8/2024	PLGIT DAM F...		TRANSFER T...	LUZERNE B...			-16,387.36
492.03 TRANSFER TO PLGIT DAM FUND							-4,601.98
2/8/2024	PNC GENER...	6207	TRANSFER T...	DAM ALLOC...			-4,601.98
OVERALL TOTAL							-43,205.07

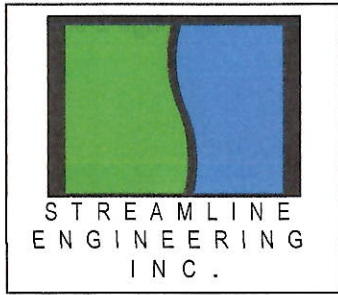
Income/Expense by Category

1/1/2024 through 2/8/2024

2/3/2024

Page 1

Category	1/1/2024- 1/31/2024	2/1/2024- 2/8/2024	OVERALL TOTAL
INCOME			
301.10 REAL ESTATE TAXES	0.00	438.28	438.28
301.11 REAL ESTATE TAXES -DAM	0.00	4,601.98	4,601.98
301.40 DELINQUENT TAXES	1,821.14	1,865.17	3,686.31
310.20 EARNED INCOME TAX	1,372.91	0.00	1,372.91
341 GENERAL INTEREST	751.44	0.00	751.44
341.01 DAM INTEREST	13,673.37	0.00	13,673.37
341.02 GARBAGE INTEREST	16.40	0.00	16.40
341.03 SEWER INTEREST	113.25	0.00	113.25
35.341 LIQUID FUELS INTEREST	165.94	0.00	165.94
354.15 RECYCLING GRANT ACT 101	0.00	804.62	804.62
361.33 ZONING PERMITS	0.00	50.00	50.00
362.48 SHORT TERM RENTAL	0.00	2,500.00	2,500.00
364.10 SEWER CHARGES	0.00	11,085.82	11,085.82
364.45 GARBAGE FEES COLLECTED	0.00	1,320.00	1,320.00
392.03 TRANSFER FUNDS TO DAM FUND	0.00	4,601.98	4,601.98
392.04 TRANSFER FUNDS FROM DAM FUND	16,237.36	16,387.36	32,624.72
TOTAL INCOME	34,151.81	43,655.21	77,807.02
EXPENSES			
35.432 SNOW & ICE EXPENSE	0.00	9,337.00	9,337.00
400.34 POSTAGE- PRINT-ADV-RENT	0.00	18.50	18.50
400.35 INSURANCE & BONDING	0.00	4,427.87	4,427.87
403.30 OTHER SERVICE CHARGES	0.00	4.81	4.81
404.30 LAWYERS - OTHER SERVICES	350.00	500.00	850.00
406 OTHER GENERAL GOV'T ADMIN	0.00	20.97	20.97
414.12 ZONING OFFICER SALARY	350.00	350.00	700.00
426.45 SANITATION	7,073.64	7,073.64	14,147.28
429.61 SEWER CONSTRUCTION	0.00	1,137.50	1,137.50
434 STREETLIGHTING	0.00	32.62	32.62
471 PENN VEST LOAN	10,317.06	10,317.06	20,634.12
472.10 INTEREST DUE ON LOAN	16,237.36	16,237.36	32,474.72
492.01 TRANSFER TO PLGIT GENERAL FU...	16,237.36	16,387.36	32,624.72
492.03 TRANSFER TO PLGIT DAM FUND	0.00	4,601.98	4,601.98
TOTAL EXPENSES	50,565.42	70,446.67	121,012.09
OVERALL TOTAL	-16,413.61	-26,791.46	-43,205.07



110 ALLAN STREET
LOWER BURRELL
PENNSYLVANIA 15068

TELE: 724-594-0326
FAX: 724-594-0328

WWW.STREAMLINEENGINEERING.NET

January 25, 2024

Project 21-107-5

Mr. Paul Rogan
President, Penn Lake Park Borough Council
P. O. Box 14
White Haven, Pennsylvania 18661

RE: Change Order No. 1 of Agreement 5/5/2023
Permitting of the Penn Lake Dam & Spillway Improvements
Engineering Services for Basler Easement
Penn Lake Park Borough, Luzerne County, Pennsylvania

Dear Mr. Rogan:

This proposal is for engineering services to support the Borough's activities to acquire an easement on the Carolyn Basler property related to the proposed dam and spillway improvements. The services are anticipated to be requested by the Borough on an as-needed basis.

Streamline proposes these services be identified as Task 9 – *Basler Property Easement Support* under the current contract with the Borough for the Permitting of the Penn Lake Dam and Spillway Improvements, and to be invoiced on time and materials per the attached Rate Schedule. All work under this additional task will be itemized separately on invoices submitted to the Borough.

If this proposal is acceptable, please sign and return the enclosed Project Authorization. If you have any questions, please do not hesitate to contact me.

Respectfully yours,

STREAMLINE ENGINEERING, INC.

Martha L. Frech, P.E.

President

Attachment

PROJECT AUTHORIZATION

RE: Change Order No. 1 of Agreement 5/5/2023
Permitting of the Penn Lake Dam & Spillway Improvements
Engineering Services for Basler Easement
Penn Lake Park Borough, Luzerne County, Pennsylvania

I _____, agree to the above scope of services and estimated cost and authorize Streamline Engineering, Inc. to perform the described services.

Signature _____ Date _____

Payment of Invoices is required within 45 calendar days of receipt of invoice. A late charge of 1% per month will be added to the invoice.

STREAMLINE ENGINEERING, INC.
110 Allan Street, Lower Burrell, PA 15068
724-594-0326

Billing Hourly Rate Schedule
(Effective through December 31, 2024)

Staff	Rate
Principal – Senior Manager	\$150.00
Project Manager/Engineer	\$125.00
Senior Engineer/Geologist/Biologist	\$100.00
Engineer/Geologist/Biologist	\$80.00
Designer	\$75.00
Senior Engineering/Environmental Technician	\$75.00
Engineering/Environmental Technician	\$65.00
Drafter	\$60.00
Clerical	\$50.00
Expert Witness	\$180.00
IRS vehicle reimbursement rate	\$0.67 / mile

Subject: Grant Contract Expiration
From: "Orth, Sandra" <sorth@pa.gov>
Date: 1/9/2024, 9:51 AM
To: "rogan@pobox.com" <rogan@pobox.com>

PLEASE READ THIS EMAIL – DO NOT DISREGARD, AS ACTION IS REQUIRED IN ORDER TO RECEIVE GRANT FUNDING.

Dear Grantee:

****If you are no longer the correct contact for this grant contract, please reply to this email to include the contact information and name of the correct person so I may update my records. Thank you for your assistance****

Your contract, C000080570, for the Penn Lake 2020 Drainage Upgrade project submitted by Penn Lake Park Borough under the Local Share Account - Luzerne Co program will be expiring on 6/30/2024. Currently, our records indicate that you have a balance remaining of \$86000. If you do not feel that you will be able to incur all costs associated with the project before the end of the contract period, please provide a letter on grantee letter head (via email as a PDF – No USPS mail) outlining the status of the project, the reasons your project is running behind schedule, your proposed justification for the contract extension, and when you plan to draw down the remaining funds. The deadline for receipt of this letter will be **March 1, 2024.**

Likewise, if you are not going to need an extension and your project will have incurred all costs by 6/30/2024, please confirm that via email.

Also, please include the names, titles and email addresses for the two authorized individuals who would be signing the electronic contract extension, if approved.

Below are the DCED Legal signature requirements that will be applicable unless your two parties were authorized via resolution.

Authorities – Chairman or Vice Chairman of Board or Executive Director with Secretary or Assistant Secretary as attestation

Borough - Mayor and someone from Mayor's office as witness or Council President and a second council member

City - Mayor and someone from Mayor's office as witness or Council President and a second council member

Corporation - President or Vice President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer

Council of Government - Executive Director and a second staff person as witness

County – Commissioner or Chairperson and a second commissioner/council member

General Partnership - All Partners

Home Rule Charter – Manager and another staff person as witness

Limited Partnership - General Partner AND a Witness

Member Managed LLC - Authorized Member and a Witness

Manager Managed LLC - Authorized Manager and a Witness

Non-Profit Organizations - President, CEO, Executive Director or Board Chair and the Secretary, Assistant Secretary or another board member as second signature

Sole Proprietorship – Sole Proprietor (owner) with any witness

School District – Superintendent or Assistant Superintendent and Staff person as witness

Township - Supervisor Chairperson and a second supervisor

Please contact me with any questions or concerns at the contact info below.

Thank you,

Sandi Orth | Economic Development Analyst
PA Department of Community & Economic Development
Office of Business Financing & Workforce Development
Commonwealth Keystone Building
400 North Street, 4th Floor | Harrisburg, PA 17120-0225
Phone: 717-720-7337 | sorth@pa.gov
dced.pa.gov | www.visitPA.com



Confidentiality Notice: This electronic communication is privileged and confidential and is intended only for the party to whom it is addressed. If received in error, please return to sender.

Please Note: If this email contains a PDF, then the attached PDF file must be produced exactly as provided; no alterations may be made to format or content. If changes are required for any reason, a new file must be provided by the Department of Community and Economic Development. Any alterations to the pdf file made by the recipient without the Department of Community and Economic Development's consent will render the pdf file and its contents null and void.



PENN LAKE PARK BOROUGH

P. O. Box 14

White Haven, PA 18661

570-443-8017

2/8/2024

Sandi Orth-VIA EMAIL ONLY

PA Department of Community & Economic Development

Office of Business Financing & Workforce Development

Commonwealth Keystone Building

400 North Street, 4th Floor | Harrisburg, PA 17120-0225

SUBJECT- Penn Lake Park Borough-LSA Grant C000080570

Dear Ms. Orth,

Responding to your email dated 1/9/24:

- We believe we will be able to incur all costs by 6/30, however we would like to request a contract extension just in case. Can we extend to 9/30?
- Status of the project, currently being designed/engineered by Borton-Lawson, our borough engineer
- This project fell behind on account of our dam and spillway replacement project took most of our time the last couple of years
- Signers for the extension:
 - Paul Rogan-PLPB council president, rogan@pobox.com
 - Susan George-PLPB council vice president, gammasue1955@gmail.com

Feel free to call me at any time if there are questions related to these projects.

Sincerely,

Paul Rogan – PLPB Council President

570-956-9784

cc. Karen Burden- PLPB Borough Secretary-email
Nick Argot- Borton Lawson, Penn Lake Engineer-email
Borough Council-email



Making Our Client's Vision a Reality

January 24, 2024

Mr. Paul Rogan
Penn Lake Park Borough
PO Box 14
White Haven, PA 18661

**RE: Project Bidding Package & Construction Support
Penn Lake Engineering for LSA Grant (Hollenback Road)**

Dear Mr. Rogan:

Below please find our scope of work and fee for the development of bidding documents for the Penn Lake Borough LSA Grant. The project entails the design of an approximately 174 foot rock lined drainage swale and asphalt paving along Hollenback Road.

We are pleased to submit this proposal for engineering services.

Scope of Services

1. Survey Services

- Complete a survey of the rock lined drainage swale project area to obtain existing site features and topography.

2. Design/Construction & Bidding Documents

- Complete PA One Call during design phase. Coordinate with utility companies to obtain utility sketches and information that is readily available.
- Prepare design/construction drawings anticipated to include the following:
 - Construction Plans & Profiles –
 - Construction Notes & Details –

Construction drawings will be prepared to show stormwater drainage, piping, swales, profiles, surface restoration, and pavement.

- Prepare a project manual to include in the bid package including technical specifications.

3. Bidding Services

- Obtain public bids using PennBid
- Prepare and issue Addenda as appropriate to clarify, correct, or change the design/construction drawings.
- Review received bids and assist owner in making a contractor selection.

Lehigh Valley
Pittsburgh
Wilkes-Barre

Wilkes-Barre
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA 18702

P: 570.821.1999
F: 570.821.1990

- Prepare notice of award, notice to proceed, and contract agreements.

4. Construction Services

- Provide periodic site inspections.
- Address contractor RFI's.
- Review contractor payment applications.

Assumptions

- BL will not provide full-time construction inspection under this scope of work.
- This scope does not include services for utility coordination efforts or roadway design.
- Pavement cores and/or other geotechnical investigations are not included.
- BL assumes this construction will not require an Erosion and Sediment (E&S) Pollution Control Plan and Design due to the proposed earth disturbance area being less than 5,000 square feet. BL will include a construction sequence and necessary E&S details. An NPDES Permit will not be required since the earth disturbance is expected to be less than one (1) acre.

Fees

Anticipated reimbursable expenses include vehicle travel expense and reproduction. These expenses will be billed at cost with no mark-up.

We propose the following lump sum fee structure for these services:

1.	Survey Services.....	\$ 3,500.00
2.	Design/Construction & Bidding Documents.....	\$ 4,500.00
3.	Bidding Services.....	\$600.00
4.	Construction Services.....	\$1,000.00
5.	Reimbursables.....	<u>\$100.00</u>
	Total:	\$ 9,700.00

Additional Services

Additional services, if requested, would be compensated at an additional lump sum fee.

Upon your review of this proposal, please contact undersigned if there are any questions. This proposal will be valid for 60 days from the date of this letter. If acceptable, please inform the undersigned via email at nargot@borton-lawson.com. Upon receipt of your acceptance, we will forward a Professional Design Services Agreement for execution.



Should you have any questions concerning the above, please do not hesitate to contact me at (570) 821-1994, ext. 1285.

Sincerely,



Nicholas Argot, P.E.
Project Manager



**U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL FISCAL YEAR 2021
BUILDING RESILIENT INFRASTRUCTURE & COMMUNITIES MITIGATION
GRANT AGREEMENT**

This U.S. Department of Homeland Security Federal Fiscal Year (“FFY”) 2021 Building Resilient Infrastructure & Communities Grant Agreement (“Agreement”) is entered into by and between the Pennsylvania Emergency Management Agency (“PEMA”) and Penn Lake Park Borough (“Subrecipient”).

WHEREAS, PEMA, designated as the State Administrative Agency with the responsibility to allocate funding for the FFY 2021 Building Resilient Infrastructure & Communities (“BRIC”), has applied for and received federal funding from the United States Department of Homeland Security (“DHS”), Federal Emergency Management Agency (“FEMA”);

WHEREAS, the BRIC Grant Program, authorized by Section 203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. § 5133), provides BRIC funds to states, local communities, tribes and territories for pre-disaster mitigation activities;

WHEREAS, the Subrecipient is determined to be eligible to receive BRIC funds for the purpose of the Subrecipient’s Penn Lake Park - Dennison Project; and

WHEREAS, the purpose of this Agreement is to set forth the responsibilities between PEMA and the Subrecipient in consideration of these federal funds.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

AWARD AMOUNT

1. PEMA shall award **\$307,500.00** in federal funds to the Subrecipient.

TERM

2. The term of this Agreement will commence on the Effective Date (as defined in paragraph 40) and will terminate on **June 29, 2026** (“Term”), unless sooner terminated pursuant to paragraph 31.
3. The term of this Agreement shall be deemed extended upon written notice to the Subrecipient by PEMA without the need to amend this Agreement.

PERIOD OF PERFORMANCE

4. The period of performance for this Agreement is **March 2, 2023 to March 1, 2026**.
5. The period of performance for this grant shall be deemed extended upon written notice to the Subrecipient by PEMA without the need to amend this Agreement.

METHOD OF FINANCING

6. The Subrecipient shall contribute **\$102,500.00** as the 25 percent match. The funding for this grant is as follows:

Federal Share	\$ 307,500.00
Subrecipient Share	<u>\$ 102,500.00</u>
TOTAL	<u>\$ 410,000.00</u>

7. The amount in Paragraph 1 is subject to the obligation of federal funds to the Commonwealth. The amount in Paragraph 1 may be increased or decreased through written notice to the Subrecipient from PEMA without the need to amend this Agreement.

TERMS AND CONDITIONS

8. The Subrecipient shall comply with the Commonwealth's Standard Terms and Conditions, attached as **Attachment A** and incorporated herein.
9. All expenditures shall be only for the Hazard Mitigation Plan as identified in the Subrecipient's approved Project Work Schedule and Budget, attached as **Attachment B** and incorporated herein. Changes to the Project Budget approved by FEMA/PEMA, including any associated award amounts, shall be incorporated into this Agreement by written notice by PEMA to the Subrecipient without the need to amend this Agreement. The Subrecipient shall complete and include any other documents as required by PEMA.
10. The Subrecipient shall comply with the FY 2021 DHS Standard Terms and Conditions, attached as **Attachment C** and incorporated herein.
11. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act, attached as **Attachment D**. This form shall be completed by the Subrecipient prior to the execution of this Agreement and is incorporated as part of this Agreement.
12. The Subrecipient shall not use any federal funds for lobbying and shall disclose the use of non-federal funds for lobbying by filing and documentation or forms that are required by either the federal government or the Commonwealth.
13. The duties of the Subrecipient imposed by the state and DHS/FEMA upon acceptance of this funding continue in force and effect past the end of the term and performance period of this grant.
14. The Subrecipient shall participate in all required grant training and workshops facilitated by PEMA.
15. If any provision of this Agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision shall be severed, and the remainder of this Agreement shall remain binding upon the parties.

16. PEMA, or the Commonwealth's failure to enforce any provision, or exercise any right or remedy, provided in this Agreement shall not be construed to be a waiver by PEMA or the Commonwealth of that provision, right, or remedy.
17. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the parties hereto unless otherwise agreed to herein.

GOVERNING LEGAL REQUIREMENTS

18. The Subrecipient shall comply with applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, PEMA grants policy, the DHS/FEMA award terms and conditions, the FFY 2021 BRIC guidelines, and the Code of Federal Regulations ("CFR") Title 2 Part 200, 28 CFR Part 17, and 44 CFR. All applicable provisions specified by applicable statutes, rules, regulations, directives and policies are an integral part of this Agreement and incorporated herein. It is the affirmative, non-delegable duty of the Subrecipient and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these federal grants.

FUNDS MANAGEMENT

19. PEMA shall not reimburse activities or expenditures that do not comply with, or are not eligible under, the regulations, policies, guidelines, and requirements applicable to this grant funding.
20. The Subrecipient shall retain a copy of all cost supporting records and documentation for a period of seven (7) years from the date that the federal awarding agency officially closes the grant.
21. The Subrecipient shall submit itemized invoices, timesheets for employee hours, receipts, reports, records, documents, or other such sources of information that may be required by PEMA or DHS/FEMA as proof of expenditures (hereinafter "proper documentation").
22. Reimbursements shall be made to the Subrecipient after PEMA determines that it has received all necessary proper documentation and verifies the proper documentation to its satisfaction. Reimbursement requests for payment shall be in accordance with the approved Project Budget.
23. Upon execution of this Agreement, the Subrecipient may obtain working capital advance funds based on the availability of funds, one phase at a time, for use in accordance with this Agreement and as follows:
 - a. The request for working capital shall not exceed 25% of the award amount in Paragraph 1 unless approval is requested and granted by the Office of Comptroller Operations, Bureau of Payable Services.
 - b. The request for working capital shall include a project cost itemization and payment timeline comprised of, but not be limited to, all anticipated Project costs, contractor

payment requirements, Project progression phase schedule and approximate Project payment due date(s);

- c. Upon receipt of working capital advance funds from PEMA, the Subrecipient shall promptly deposit working capital funds into a separate interest-bearing account in a bank or other financial institution insured by the Federal Deposit Insurance Corporation or Federal Savings and Loan Insurance Corporation.
 - d. Working capital advance funds in excess of actual allowable expenditures shall be returned to PEMA no later than 30 days after the end date of the period of performance of this grant.
24. The Subrecipient shall account for any and all interest earned on advanced funds received in accordance with Paragraph 23 and agrees that any interest in excess of \$500.00 earned on the advanced funds shall be returned to PEMA on a quarterly basis. Failure to return such interest may result in recapture of funds by PEMA and withholding of future disbursements of grant funds to the Subrecipient until reconciliation occurs.
 25. Each phase of the project shall be completed and accounted for prior to PEMA's release of additional federal grant funds to the Subrecipient.
 26. Any expenditure charged to this grant by the Subrecipient may not be included as a cost to any other federal or state award.

REPORTING REQUIREMENTS

27. The Subrecipient shall submit a quarterly reconciliation report to PEMA by the tenth working day of each month during and until the conclusion of the performance period of this Agreement, comprised of the following information:
 - a. Account balance and interest earned from account stated in subsection 23.c. above;
 - b. Monitoring report to include project progress and project cost breakdown to date.
28. The Subrecipient agrees that if it fails to submit the required quarterly reconciliation report to PEMA within the time allotted to submit such report, PEMA may withhold any further disbursement of grant funds to the Subrecipient until the report is submitted and deemed complete by PEMA.
29. The Subrecipient shall submit (in a format provided by PEMA) Hazard Mitigation Quarterly Progress Reports to PEMA on or before January 10, April 10, July 10 and October 10 of each year to document the progress achieved towards completing the project identified within its approved FEMA/PEMA BRIC Grant Program application.
30. The Subrecipient shall submit a final closeout report to PEMA no later than 30 days after the end of the performance period and will account for the final expenditure of all advanced funds by submitting copies of all invoices and any and all other documents related to the Project Budget.

TERMINATION

31. PEMA may terminate this Agreement in whole, or in part, at any time prior to the planned completion date of the performance period of this grant:
 - a. Whenever it is determined at the sole discretion of PEMA that the terms and conditions of the Agreement have not been met. Notification in writing of the termination, with effective date, will be made by PEMA. Payment or recoveries by PEMA or the Commonwealth shall be in accordance with the legal rights and obligations of the parties; or
 - b. In the event that anticipated federal funds are not obtained or continued at a sufficient level; or
 - c. At the discretion of PEMA upon written notification to the Subrecipient with effective termination date. Payments or recoveries by PEMA shall be in accordance with the legal rights and obligations of the parties.
32. At any time, PEMA reserves the right to offset, withhold, deobligate, or recoup grant funds or payments for grant expenditures if PEMA determines that there has been a violation of this Agreement by the Subrecipient or if PEMA determines that the Subrecipient expenditures are or were not eligible, proper, or allowable.

AUDIT

33. The Subrecipient shall give federal and state agencies access to, and the right to examine, all records and documents that are related to the grant. The Subrecipient shall permit access to facilities, personnel, and other individuals and information that the federal or state agency may determine is necessary. The Subrecipient shall comply with any compliance review conducted by DHS/FEMA or PEMA.
34. The Subrecipient shall comply with the Single Audit Act requirements, attached as **Attachment E** and incorporated herein.
35. The Subrecipient shall establish internal personnel safeguards that will prohibit employees, contractors, agents, member, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member or representative.

AUTHORITY TO EXECUTE AGREEMENT

36. This Agreement may be executed in counterparts. If signing this Agreement electronically, each individual executing the Agreement (“signer”) on behalf of the Subrecipient acknowledges that their electronic signature confirms they are an official authorized to sign this agreement and contractually bind the Subrecipient. Each signer acknowledges they are acting in compliance with applicable law and the organizational and governance documents of the Subrecipient and their signature confirms that each signer has the requisite authority to contractually bind the Subrecipient. The signer(s) and Subrecipient

understand PEMA will rely on these representations and confirmations in its subsequent review and execution of this Agreement.

37. If signing this Agreement electronically, pursuant to the Pennsylvania Electronic Transactions Act (Act 69 of 1999), each signer will engage in an electronic transaction with the Commonwealth of Pennsylvania. Each signer is submitting official information. Each signer certifies under penalty of law that this Agreement and all attachments were prepared or reviewed under their direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted.
38. Based on each signer's inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of the signer's knowledge and belief, true, accurate and complete. Each signer is aware that any false statement may be subject to substantial civil and criminal penalties, including 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).
39. The Parties agree that an electronically signed or scanned signed copy of this Agreement transmitted by one Party to the other Party by electronic transmission shall be binding upon the sending Party to the same extent as if it had delivered a signed original of this Agreement.

EFFECTIVE DATE

40. The term of this Agreement shall not commence until it is fully executed by all parties. Until that date, this Agreement is not binding upon the parties in any way.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

ATTACHMENT A

Commonwealth Standard Terms and Conditions Grant Version (Revised - 10/1/2023)

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, 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.
 - ii. 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.
 - iii. 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 this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - v. 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 the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those 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 the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. 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 this agreement with the Commonwealth.
- iii. “Grantee Related Parties” means any Affiliates of the Grantee and 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 a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of 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. **Representations 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 indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from 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 representations 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 requests for payment pursuant 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 the 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. § 13A01 et 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. This information may include, but is not 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 Provisions, 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 subcontracts 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 provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and

documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
 - i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

Attachment B

Penn Lake Park-Dennison EMP 2021-BR-42-0010 Scoping

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate
Land Survey	Contractual	1	LS	\$20,000.00	\$20,000.00
Design-Civil & Structural	Contractual	1	LS	\$200,000.00	\$200,000.00
Permitting	Contractual	1	LS	\$100,000.00	\$100,000.00
Property Acquisition	Contractual	1	LS	\$50,000.00	\$50,000.00
Project Bidding	Contractual	1	LS	\$25,000.00	\$25,000.00
Management Cost	Contractual	1	LS	\$15,000.00	\$15,000.00
Total Project Cost					\$410,000.00
Federal Share - Project	75%				\$307,500.00
Local Share - Project	25%				\$102,500.00
Total Federal & Non-federal					\$410,000.00

Attachment B

Penn Lake Park-Dennison EMP 2021-BR-42-0010 Scoping

Task description	Quantity	Unit of Time
Land Survey	2	Months
Design-Civil & Structural	9	Months
Permitting	9	Months
Property Acquisition	6	Months
Project Bidding	3	Months
Management	18	Months
Estimated total duration of the proposed activity:	18	Months

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances. Administrative Requirements. Cost Principles. Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub.L No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in

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buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3000](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§3729-3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

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overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969](#), (*NEPA*) [Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#)

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and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. **Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. **Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. **Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. **Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. **Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#).) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. **Reporting of Matters Related to Recipient Integrity and Performance**

1. **General Reporting Requirements**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. **Proceedings about Which Recipients Must Report**

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or

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procurement contract from the federal government;

- b. Reached its final disposition during the most recent five-year period;and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

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- c. *Total value of currently active grants, cooperative agreements, and procurement contracts includes—*
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

- a. *Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).*
- b. *Where and when to report.*
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.
- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;
 - 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. § 170.320](#) (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section

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6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)

- 3) *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - a) As part of the recipient's registration profile at <https://www.sam.gov>.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient

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5. Definitions For purposes of this award term:

- a. Federal Agency means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b. *Non-Federal Entity*: means all the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
- c. *Executive*: means officers, managing partners, or any other employees in management positions.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.

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- e. *Subrecipient*: means a non-federal entity or federal agency that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- f. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see [17 C.F.R. § 229.402\(c\)\(2\)](#)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.

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- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.
- 2. Provision applicable to recipients other than a private entity.**
DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.
- 3. Provisions applicable to any recipient.**
- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
 - b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

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4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102).

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference.

2. Definitions

For purposes of this term:

- a. *System for Award Management (SAM)*: means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
- b. *Unique Entity Identifier*: means the identifier assigned by SAM to uniquely identify business entities.
- c. *Entity*: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - 1) A foreign organization;
 - 2) A foreign public entity;
 - 3) A domestic for-profit organization; and

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- 4) A federal agency.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Federal Funding Accountability and Transparency Act Subrecipient Agreement Requirements

1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

2. Primary Location

Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

Subrecipient must provide this information to the Commonwealth along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

3. Compensation of Officers

Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if—**

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient. Subrecipient must provide information responding to this question along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides such information responding to this question.

**ATTACHMENT D
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

Federal Funding Accountability and Transparency Act Sub-recipient Data Sheet

Grantee must provide information along with Grantee's return of the signed grant agreement. The Commonwealth will not process the grant until such time that Grantee provides such information.

UEI

UEI:

[INSTRUCTIONS: Grantee must provide its assigned UEI. Grantee must maintain current registration in SAM (www.SAM.gov) at all times during which they have active federal awards funded. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.]

PRIMARY LOCATION

City:

State:

Zip+4:

[INSTRUCTIONS: Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.]

Compensation of Officers

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box
Grantee affirms they do not meet
the conditions for reporting highly
compensated officials

[INSTRUCTIONS: Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if --

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$30,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

ATTACHMENT E SUBRECIPIENT SINGLE AUDIT CLAUSE

The SUBRECIPIENT must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996*; *2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the SUBRECIPIENT is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the SUBRECIPIENT is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If the SUBRECIPIENT expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the SUBRECIPIENT is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit Subrecipients. The contract with the for-profit Subrecipient should describe applicable compliance requirements and the for-profit Subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit Subrecipients may include pre- award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with [*Government Auditing Standards*](#), a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit Subrecipients are electronically submitted to the Federal Audit Clearinghouse.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

SUBMISSION OF THE AUDIT REPORT

The SUBRECIPIENT must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION

The Subrecipients must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.

AUDIT OVERSIGHT PROVISIONS.

The SUBRECIPIENT is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the SUBRECIPIENT's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the SUBRECIPIENT.

Audit documentation and audit reports must be retained by the SUBRECIPIENT's auditor for a minimum of five years from the date of issuance of the audit report, unless the SUBRECIPIENT's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.