

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9364

DATE 9-28-22

TITLE

**RESOLUTION EXECUTING AGREEMENT BETWEEN LYCOMING COUNTY AND THE  
CITY OF WILLIAMSPORT FOR ACT 13 FUNDING**

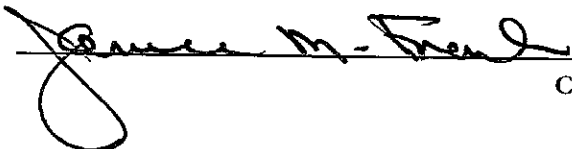
**WHEREAS**, the City intends to execute the enclosed agreement between Lycoming County and the City of Williamsport for various Old City Projects, located within the City of Williamsport.

**WHEREAS**, that the City of Williamsport will repay the County **\$235,662.00** in PA Act 89 Fee for Local Use funds previously awarded under the expired Agreement for PA Act 89 Fee for Local Use Funds of October 2, 2018. Old Agreement expired December 31, 2021.

**WHEREAS**, Subsequent to repayment of PA Act 89 for Local Use Funds, the County will make available Act 13 funds in an amount not to exceed **\$511,822.00**, as reimbursement for work completed on the Project.

**BE IT RESOLVED**, that the attached agreement is approved, and the appropriate city officials are authorized and directed to execute the agreement.

Approved

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
President

**AGREEMENT BETWEEN  
COUNTY OF LYCOMING  
AND  
CITY OF WILLIAMSPORT  
FOR  
ACT 13 FUNDS**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, between the COUNTY OF LYCOMING, a political sub-division of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as "COUNTY", and the City of Williamsport, a municipality of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as "GRANTEE."

**WHEREAS**, the GRANTEE is completing an Old City Revitalization Transportation Improvement Project as described in Resolution of Williamsport City Council of August 30, 2018 included as EXHIBIT (A) and whose total cost is \$7,000,000; and,

**WHEREAS**, COUNTY adopted a resolution on May 15, 2018 committing funds in the amount of \$511,822 to this project included as EXHIBIT (B); and

**WHEREAS**, COUNTY and GRANTEE had previously executed an Agreement for PA Act 89 Fee for Local Use Funds on October 2, 2018 which expired on December 31, 2021 included as EXHIBIT (C); and,

**WHEREAS**, COUNTY now seeks to provide GRANTEE Act 13 funds to complete the Project; and,

**WHEREAS**, the COUNTY recognizes the GRANTEE's project as an Act 13 fund eligible initiative; and

**WHEREAS**, the COUNTY wishes to allocate \$511,822.00 to enable GRANTEE to complete the Project.

**NOW THEREFORE**, it is hereby agreed as follows:

1. GRANTEE will repay to COUNTY \$235,662.00 in PA Act 89 Fee for Local Use funds previously awarded under the expired Agreement for PA Act 89 Fee for Local Use Funds of October 2, 2018.
2. Subsequent to repayment of PA Act 89 for Local Use Funds, the COUNTY will make available Act 13 funds in an amount not to exceed \$511,822.00, as reimbursement for work completed on the Project.
3. If the Project is not completed by the grant term, the COUNTY will consider granting an extension to complete the project upon mutual agreement by both parties.

4. GRANTEE shall comply with Davis Bacon Act or Pennsylvania Prevailing Wage Act regulations. For construction projects partially or fully funded with federal funds over \$2,000.00, the Davis Bacon Act shall apply. For construction projects where the total project cost is \$25,000.00 or more, the Pennsylvania Prevailing Wage Act shall apply.
5. Disbursement of Act 13 funds shall be done as a drawdown request. Drawdown requests may be done as an advancement or as a reimbursement by completing and submitting a letter of request.
6. In its administration of any and all contracts awarded in association with this agreement, GRANTEE will comply with all applicable federal, state, and local laws, rules and regulations.
7. GRANTEE will provide the COUNTY with completed reports and other documents requested by the COUNTY and forward copies to the COUNTY's Planning and Community Development Department within a reasonable time frame or no later than expiration of the Agreement. The requested documents include, but are not limited to, those that:
  - a) Demonstrate that Act 13 funds have been spent in accordance with this agreement.
  - b) Provide the COUNTY with plans of the Project, as appropriate, and other related documentation.
8. GRANTEE shall supply the COUNTY with information and records as requested by the COUNTY to support the COUNTY's audit of these funds and shall otherwise cooperate fully with the COUNTY to satisfy audit requirements pertaining to the funds.
9. GRANTEE will allow independent and/or COUNTY auditors access to its records, financial and otherwise, in order to determine compliance with all laws, rules, regulations, and terms and conditions of this Agreement. If non-compliance arises, GRANTEE will be directed to take corrective action. Upon receiving a directive for such corrective action, GRANTEE will, in writing, inform the COUNTY of its timetable for implementation of the required corrective action and, after the completion of the timetable, certify to the COUNTY the completion of the necessary corrective action. All costs associated with such corrective action will be the responsibility of the GRANTEE.
10. In the event the GRANTEE fails to comply with the requirements of this Agreement, to include completing the Project on a timely basis, the COUNTY may terminate this Agreement and will be entitled to seek reimbursement from the GRANTEE for all funds it has expended under this Agreement.

11. Should it be determined in any regulatory or judicial proceeding that the GRANTEE use of any of the subject funds is an improper expenditure of Act 13 funds, the GRANTEE shall reimburse the COUNTY for any and all funds so expended.
12. GRANTEE agrees to indemnify and hold the COUNTY harmless from any and all claims of any kind whatsoever arising out of the GRANTEE's expenditure of the funds which are the subject of this Agreement.
13. COUNTY Act 13 funds allocated to the Project shall be subject to the availability of funds.
14. Under no circumstances shall the COUNTY be liable on any claims, demands, damages or causes of action arising out of or pertaining to any unavailability of the Act 13 funds

This AGREEMENT shall commence on \_\_\_\_\_, 2022 and shall expire on December 31, 2023 unless extended by mutual agreement of the COUNTY and the GRANTEE.

IN WITNESS WHEREOF, and intending to be legally bound hereby, this agreement has been executed as of the date and year first written above.

**COUNTY OF LYCOMING**

**ATTEST:**

\_\_\_\_\_  
Scott L. Metzger, Chairman

\_\_\_\_\_  
Matthew M. McDermott, Chief Clerk

\_\_\_\_\_  
Tony R. Mussare, Vice Chairman

\_\_\_\_\_  
Richard Mirabito, Secretary

**ATTEST:**

**GRANTEE**

\_\_\_\_\_

\_\_\_\_\_  
Derek Staughton  
Mayor  
\_\_\_\_\_  
Margaret J. Goodson  
Controller  
\_\_\_\_\_  
James M. Fraw  
City Clerk

**EXHIBIT (A)**

**AGREEMENT BETWEEN  
COUNTY OF LYCOMING  
AND  
CITY OF WILLIAMSPORT  
FOR  
PA ACT 89 FEE FOR LOCAL USE FUNDS**

THIS AGREEMENT made the 2<sup>nd</sup> day of October, 2019, between the COUNTY OF LYCOMING, a political sub-division of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as "COUNTY", and CITY OF WILLIAMSPORT, a municipality of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as "GRANTEE."

WHEREAS, the GRANTEE is completing a Old City Revitalization Transportation Improvement Project as defined in EXHIBIT (A) and whose total cost is \$7,000,000; and,

WHEREAS, GRANTEE seeks PA ACT 89 FEE FOR LOCAL USE funds to complete the Project; and,

WHEREAS, the COUNTY recognizes the GRANTEE's project as a collaborative effort of the County, City of Williamsport, River Valley Transit, Lycoming College, private community leaders and local residents as a partnership to develop a plan of growth and redevelopment for this historic section of Williamsport through strategic transportation infrastructure investments along Basin Street, Franklin Street, East Fourth Street and East Third Street; and

WHEREAS, the COUNTY wishes to allocate \$511,882.00 to enable GRANTEE to complete the Project.

NOW THEREFORE, it is hereby agreed as follows:

1. The COUNTY will make available PA Act 89 Fee for Local Use financial assistance in an amount not to exceed \$511,882.00, as reimbursement for work completed on the Project.
2. GRANTEE estimates completing the Project by December 31, 2021.
3. If the Project is not completed by then, the COUNTY will consider granting a one-time extension of up to 24 months. If the Project is not completed by the estimated completion date, together with the one-time extension (if allowed), the County will consider the contract to be in default, and it will be entitled to a return of any funds advanced under this Agreement, as authorized by paragraph 9.

4. Remittance of PA ACT 89 FEE FOR LOCAL USE funds will be made following the receipt of the GRANTEE's invoice and in accordance with the COUNTY's monthly accounting cycle.
5. In its administration of any and all contracts awarded in association with this agreement, GRANTEE will comply with all applicable federal, state, and local laws, rules and regulations.
6. GRANTEE will provide the COUNTY with completed reports and other documents requested by the COUNTY and forward copies to the COUNTY's Planning and Community Development Department within a reasonable time frame. The requested documents include, but are not limited to, those that:
  - a) Demonstrate that PA ACT 89 FEE FOR LOCAL USE funds have been spent in accordance with this agreement.
  - b) Provide the COUNTY with plans of the Project, as appropriate, and other related documentation.
7. GRANTEE shall supply the COUNTY with information and records as requested by the COUNTY to support the COUNTY's audit of these funds and shall otherwise cooperate fully with the COUNTY to satisfy audit requirements pertaining to the funds.
8. GRANTEE will allow independent and/or COUNTY auditors access to its records, financial and otherwise, in order to determine compliance with all laws, rules, regulations, and terms and conditions of this Agreement. If non-compliance arises, GRANTEE will be directed to take corrective action. Upon receiving a directive for such corrective action, GRANTEE will, in writing, inform the COUNTY of its timetable for implementation of the required corrective action and, after the completion of the timetable, certify to the COUNTY the completion of the necessary corrective action. All costs associated with such corrective action will be the responsibility of the GRANTEE.
9. In the event the GRANTEE fails to comply with the requirements of this contract, to include completing the Project on a timely basis, the COUNTY may terminate this Agreement and will be entitled to seek reimbursement from the GRANTEE for all funds it has expended under this Agreement.
10. Should it be determined in any regulatory or judicial proceeding that the GRANTEE use of any of the subject funds is an improper expenditure of PA ACT 89 FEE FOR LOCAL USE funds, the GRANTEE shall reimburse the COUNTY for any and all funds so expended.

11. GRANTEE agrees to indemnify and hold the COUNTY harmless from any and all claims of any kind whatsoever arising out of the GRANTEE's expenditure of the funds which are the subject of this Agreement.
12. COUNTY PA ACT 89 FEE FOR LOCAL USE funds allocated to the Project shall be subject to the availability of funds.
13. Under no circumstances shall the COUNTY be liable on any claims, demands, damages or causes of action arising out of or pertaining to any unavailability of the PA Act 89 FEE FOR LOCAL USE funds

This AGREEMENT shall commence on August 1, 2018 and shall expire on December 31, 2021 unless extended by mutual agreement of the COUNTY and the GRANTEE.

IN WITNESS WHEREOF, and intending to be legally bound hereby, this agreement has been executed as of the date and year first written above.

**COUNTY OF LYCOMING**

ATTEST:

  
 R. Jack McKernan, Chairman

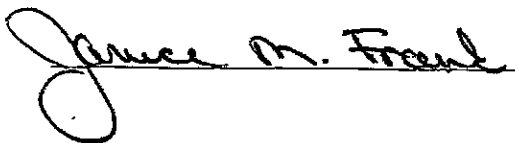
  
 Matthew M. McDermott, Chief Clerk

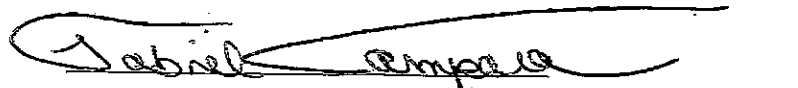
  
 Tony R. Mussare, Vice Chairman

  
 Richard Mirabito, Secretary

ATTEST:

GRANTEE



  
 Margaret J. Goodring 8/31/18  
 Controller



**Exhibit B**

**COUNTY OF LYCOMING**

**RESOLUTION NO. 2018-13**

**RESOLUTION REGARDING LYCOMING COUNTY FINANCIAL  
COMMITMENT OF \$511,882 TO OLD CITY/EAST THIRD STREET  
GATEWAY REVITALIZATION PROJECT**

**WHEREAS**, the Old City/East Third Street Gateway Revitalization Project ("Project") represents a collaborative vision for a re-imagined section of the Williamsport downtown that had been underutilized and non-descript for many decades; and,

**WHEREAS**, the Project represents the collaborate effort of Lycoming County, the City of Williamsport, River Valley Transit, Lycoming College, private community business leaders and local residents ("Project Partnership") to develop a plan of growth and redevelopment for this historic section of the Williamsport downtown as serve as a catalyst for the resurging success of the Williamsport downtown ("Project Plan"); and,

**WHEREAS**, the Project Plan balances the history and aesthetics of this section the Williamsport downtown while advancing 21<sup>st</sup> Century community and economic development strategies to attract and retain businesses, people and investments; and,

**WHEREAS**, the Project Plan represents a combination of revitalization strategies from branding and marketing to adaptive reuse, historic preservation, mixed-use development, streetscape improvements, and walkable/bikeable connectivity; and

**WHEREAS**, the Project Partnership represents the type of collaborative effort between the public and private sectors which is critical to success and implementation of community revitalization projects generally; and,

**WHEREAS**, the Project was the Number One (No. 1) Priority Project for the Greater Williamsport Alliance (GWA) as identified under Issue No. 7 in the Greater Williamsport Alliance (GWA) Multi-Municipal Comprehensive Plan – *Downtown and Village Center areas across the county are not thriving or achieving their maximum potential*; and,

**WHEREAS**, the Greater Williamsport Alliance (GWA) consists of the following six (6) municipalities in the greater Williamsport area: Armstrong Township; Loyalsock Township; Old Lycoming Township; *City of Williamsport*; South Williamsport Borough; and, Duboistown Borough; and,

WHEREAS, advancement of the Project, given its status as the Number One (No. 1) Priority Plan for the Greater Williamsport Alliance (GWA), is not just for the benefit of the City of Williamsport but is a project with larger regional significance; and,

WHEREAS, Lycoming County's financial commitment of \$511,882.00 will serve to fill the financing gap need to advance and complete the required transportation infrastructure improvements for the Project.

NOW, THEREFORE, be it resolved by the County of Lycoming as follows:

1. Lycoming County will commit the sum of \$511,882 of County non-tax payer dollars to the Project for the required transportation infrastructure improvements.
2. The County commitment of \$511,882 ("County Funds") will assist in making up the local match for the State multimodal grant funds request from DCED in the amount of \$644,514 and the associated design and engineering costs required for the Project.
3. These County Funds will leverage funds committed by a dozen other public and private funding sources, including Lycoming College, the City of Williamsport, the Williamsport Water and Sewer Authority, the Pennsylvania Department of Transportation, the Pennsylvania Department of Community and Economic Development, the Appalachian Regional Commission and the First Community Foundation Partnership, to complete the \$7,000,000 funding package for required transportation improvements.
4. The total Project costs, including Lycoming College investments, is nearly \$20,000,000.

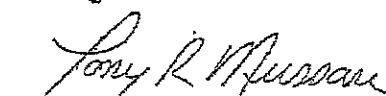
THIS RESOLUTION is duly adopted this 10<sup>th</sup> day of May, 2018, by the Lycoming County Board of Commissioners at its duly noticed public meeting.

COUNTY OF LYCOMING

ATTEST:

  
Matthew A. McDermott, Chief Clerk

  
R. Jack McKernan, Chairman

  
Tony R. Mussare, Vice Chairman

  
Richard Mirabito, Secretary