CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9992 DATE 1-8-26

TITLE

RESOLUTION AUTHORIZING AN AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Williamsport, that the Amendment to the Subrecipient Agreement, attached hereto, between the City of Williamsport and the Redevelopment Authority of the City of Williamsport, Amending the October 25, 2023, Agreement, related to the 2021 ARPA and 2023 SLFRF funds, is hereby approved.

HEREBY, the appropriate City Officials are authorized to execute the attached Amendment between the City of Williamsport and the Williamsport Redevelopment Authority and any other documents necessary to accept and execute the attached Amendment.

Approved

City Clerk

President

AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT FOR THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) AND CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) DATED OCTOBER 25, 2023

This **Amendment to the Subrecipient Agreement Dated October 25, 2023**, (the "Amendment") is made and entered this _____ day of _____, 2025, by and between **The City of Williamsport** (the "Pass-Through Entity") and the **Redevelopment Authority of the City of Williamsport** (the "Authority"/"Agency") (collectively the "Parties").

RECITALS

WHEREAS, by way of Ordinance 6450-A, approved March 2, 2023, the Pass-Through Entity allocated $1,196,432.00 of American Rescue Plan Act ("ARPA") funds to the Redevelopment Authority for the purposes of economic development;

WHEREAS, the Parties then entered into a Subrecipient Agreement between the City of Williamsport and the Redevelopment Authority of the City of Williamsport for the American Rescue Plan Act of 2021 (ARPA) and Coronavirus State and Local Fiscal Recovery Funds (SLFRF) (the "Agreement"), on October 25, 2023;

WHEREAS, Section 14 of the Agreement allows the Parties to Amend the Agreement, by a writing signed by the Parties; and

WHEREAS, the Pass-Through Entity desires to provide to the Authority, funding of certain eligible real property acquisitions, under contract, as allowed by the relevant laws, rules, and regulations related to ARPA and SLFRF funding.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties, intending to be legally bound, agree to amend the Agreement as follows:

1. The Parties Agree to remove the entire text of Section 3(b) (including subsections i-iii) of the Agreement, and replace it with the following:

    b. The Pass-Through Entity will make payment to the Agency for eligible acquisitions of real property provided the following:
        i. The Agency submits documentation to the Pass-Through Entity in the form of a contract for purchase of real property with a scheduled closing date within 60 days.
        ii. The Agency submits documentation to the Pass-Through Entity showing the total eligible costs to be funded by the Pass-Through Entity for payment of the costs at time of scheduled closing.

iii. The Agency submits a certificate of the authorized Agency representative stating that such costs are reasonable, accurate, and adhere to all applicable cost principles and audit requirements in accordance with the standard specified in 2 C.F.R. Part 200 as adopted and supplemented by the U.S. Department of Treasury and the current edition of the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds.

iv. The Agency provides any other documentation related to eligible Project Costs requested from the Pass-Through Entity.

v. The Agency agrees to provide all documentation detailing the actual expenses of the Agency after the closing is complete.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have made and executed this Amendment to be effective as of the date listed in the preamble of this Amendment.

[The Remainder of this Page is Intentionally Left Blank with the signature Page to Follow]

CITY OF WILLIAMSPORT:

_____

Derek Slaughter, Mayor

ATTEST:

_____

Margaret Woodring, Controller

Janice M. Frank

Janice Frank, City Clerk

Signed on _____/_____/2025

REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT:

By: Jennifer Matz

Name: JENNIFER MATZ

Attest: A

Name: August Memmi

Signed on 12 / 9 /2025

SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF
WILLIAMSPORT
AND
THE REDEVELOPMENT AUTHORITY OF THE CITY OF
WILLIAMSPORT FOR THE AMERICAN RESCUE PLAN
ACT OF 2021 (ARPA) AND
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)

This Subrecipient Agreement ("Agreement") is made and entered this 25th day of October, 2023 by and between the CITY OF WILLIAMSPORT (hereinafter referred to as the Pass-Through entity) and the REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT (hereinafter the "Authority"/"Agency"). The Pass-Through entity and Agency are collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

Whereas, the Pass-Through entity is a political subdivision, duly created and validly existing under the laws of the Commonwealth of Pennsylvania;

Whereas, the Agency was created as a separate body corporate and politic by Resolution of City Council on June 16, 1960 and officially incorporated by the Department of state on July 11, 1960, in accordance with the Urban Development Law;

Whereas, the Agency was formed to exercise all powers granted to it by the Urban Redevelopment Law, including to acquire, replan and redevelop blighted property or other properties adverse to the public interest, safety, or economic development;

Whereas, to date the Agency has successfully redeveloped multiple properties including Via Bella and the expansion of the Williamsport Hospital;

Whereas the Agency is currently engaged in discussions with private partners for potential development of the area along Basin Street to include among other things, a public parking deck and new retail and residential space.

Whereas, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program to support local governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses;

Whereas, on January 6, 2022, the U.S. Department of Treasury adopted the final rule under 31 C.F.R. part 35, Subpart A (the "Final Rule") implementing and establishing eligible uses for the funds allocated under SLFRF program;

Whereas, the Pass-Through entity received SLFRF funds and intends to distribute and allocate a portion of those funds to the Agency, and the Agency desires to accept and use the same, to cover the costs for the following: redevelopment of the City of Williamsport in various areas designated for economic development and in conjunction with the land bank and blight boards for redevelopment of blighted areas;

Whereas, the Pass-Through entity and the Agency find that SLFRF funds distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

Now, therefore, in consideration of the mutual covenants contained in the herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Necessary Investment in Development and Infrastructure Improvements.** The redevelopment of the City of Williamsport is the mission of the Agency. This is primarily though designated redevelopment zones in need of infrastructure or commercial and residential construction. The Agency has previously developed areas around UPMC Williamsport as well as the Via Bella area along the levy. The Agency is currently in talks to provide a public parking deck and improvements within the "Old City" neighborhood along Basin and 3rd streets. The Agency is also interested in renovating or replacing blighted properties with more viable housing or retail space.

2. **SLFRF Funds and Allowable Project Costs.** It is expressly agreed and understood that the total amount to be paid by the Pass-Through entity under this Agreement shall not exceed One Million, one hundred and ninety-six thousand, four hundred and thirty-two ($1,196,432.00) Dollars. The Agency anticipates the SLFRF funds may be used to cover eligible Project Costs incurred beginning on March 3, 2021 through December 31, 2024. The Agency acknowledges the SLFRF is federal funding from the Pass-Through entity and is made available to pay for the Project Costs. The Project Costs must be reasonable and allocable as outlined in 2 C.F.R. 200.404 and 2 C.F.R. 200.405. Agency shall ensure that all SLFRF funds are used in compliance with the Final Rule and in accordance with this Agreement.

3. **Disbursement of SLFRF Funds.** The Pass-Through entity will make available an amount of up to One Million, one hundred and ninety-six thousand, four hundred and thirty-two ($1,196,432.00) Dollars.to the Agency from the Pass-Through entity's SLFRF funds for Agency Project Costs related to eligible uses of the SLFRF funds as outlined in the Final Rule and in accordance with the terms and conditions below:

    a. The Agency may submit to the Pass-Through entity CFO a request of disbursement of the SLFRF funds for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. Each such funding request shall be deemed a "complete request" if it contains the following:

        i. Request for funding of eligible Project Costs under the SLFRF program;
        ii. Invoices for applicable Project Costs;
        iii. Certificate of the authorized Agency representative stating that such costs are reasonable, accurate, and adhere to all applicable cost principles and audit requirements in accordance with the standard specified in 2 C.F.R. Part 200 as adopted and supplemented by the U.S. Department of Treasury and the current edition of the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds; and
        iv. Any other documentation related to eligible Project Costs under the SLFRF program requested from the Pass-Through entity for the requested funding.

    b. The Agency may be granted funds in advance on a quarterly basis provided the following:
        i. The Agency submit a quarterly budget proposal outlining what the proposed funds would be used for.
        ii. All invoices, payroll, or other documentation of fund expenditures be forwarded to The Passthrough entity prior to the next quarterly request.
        iii. A statement or balance of how much funding from the previous quarter remains in possession of the Agency.

    c. The Pass-Through entity shall approve and pay funding requests to the Agency within thirty (30) days of receipt of a complete request. Errors or insufficient documentation may result in payment delays. The Agency is responsible for submitting a complete and accurate funding request.

4. **Standards for Financial Management.** In accordance with 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Agency will develop, implement and maintain financial management and control systems which include at a minimum, accurate accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, generally identifying direct and indirect costs and treating each cost consistently in like circumstances, a determination of reasonableness, allowability of costs, and timely and appropriate audits and resolution findings. Agency shall implement policies and controls that calculate, document, and record any income the Agency receives from SLFRF. Agency shall ensure that procurements using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 C.F.R. Section 200.317 through 2 C.F.R. Section 200.327, as applicable.

5. **Monitoring and Audit.** The Agency agrees Pass-Through entity will, until the expiration of the federal retention periods as referenced in 2 C.F.R. 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy as well as computer generated data) of the Agency involving transactions related to this Agreement. The Agency must provide records within ten (10) business days or a mutually agreed upon timeline. If the Agency expends more than $750,000 in Federal awards during its fiscal year, Agency shall submit to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F.

6. **Transparency, Public Accountability, Compliance and Reporting Guidance.** The Agency, as a subrecipient under ARPA, shall comply with the ARPA guidelines set out in the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds (Version 4.0)*, which is incorporated herein by this reference, and shall manage SLFRF funds consistent with the Federal Administration guidance Memorandums M-21-20 and M-20-21, which are incorporated herein by this reference.

7. **Suspension or Termination.** The Pass-Through entity may suspend or terminate this Agreement, in whole or in part, upon prior written notice to the Agency (with an opportunity to cure) if the Agency materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions applicable to the SLFRF program. In the event of any termination, copies of all finished or unfinished documents, data, reports, receipts, invoices, or other materials prepared by Agency under this Agreement shall be submitted to the Pass- Through entity no later than the effective date of the termination.

8. **Hold Harmless.** To the extent permitted by applicable law, each Party shall hold harmless, defend, and indemnify the other Party, and the indemnified Party's elected officials, officers, employees, agents, and consultants from and against any and all claims, damages, actions, suits, charges, judgments, losses and expenses, including but not limited to attorney fees (collectively,

"Claims"), to the extent the Claims were caused by the indemnifying Party's breach of its obligations under this Agreement. Nothing herein shall be construed to be a waiver of sovereign immunity by either Party.

9. **Maintenance of Audit Records.** The Agency shall maintain records, books, documents and other materials relevant to the Agency's performance under this Agreement. These records shall be subject to inspection by the Pass-Through entity or its designee, as well as any State or Federal agency. Records are to be retained for five (5) years following successful closeout of this Agreement. If it is determined during the course of an audit the Agency was reimbursed for unallowable costs under this Agreement, the Agency agrees to promptly reimburse the Pass-Through entity for such payments upon request.

10. **Notice.** Communication and details concerning this Agreement shall be directed to the following:

<u>City of Williamsport:</u>

WILLIAMSPORT:
Derek Slaughter
Mayor
100 W. Third Street
Care of: Office of the Mayor
Williamsport, PA. 17701

REDEVELOPMENT AUTHORITY OF THE CITY OF

August Memmi
Executive Director
100 W. Third Street
3rd Floor, Care of Community and Economic Dev.
Williamsport, PA. 17701

With a copy to:
Chairman of Members of Authority
ADDRESS_____

11. **Cooperation.** The Parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the Parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other Party. The Parties shall refrain from taking any action that is inconsistent with the terms hereof.

12. **Conflict of Interest.** The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which give rise to a conflict of interest. Should such conflicts exist, that official shall disclose the nature of the conflict and recuse themselves from proceedings relating to this project.

13. **Assignment.** The Agency shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the Pass-Through entity.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by the Parties of this Agreement.

15. **Severability.** In the event one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

16. **Governing Law.** The effect and meaning of this Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

17. **No Obligation to Third Parties.** This Agreement is not intended to, and does not create any rights or benefits on behalf of any person or entity other than the Parties to this Agreement. The Pass-Through entity shall not be obligated or liable hereunder to any entity or person other than the Agency.

18. **Forbearance Not Waiver.** The failure or neglect of either Party to enforce any of its rights under this Agreement shall not be deemed a waiver of such Party's rights.

19. **Incorporation of Recitals.** The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.

20. **Authorization.** Each Party signing below warrants to the other Party, that they have the full power and authority to execute this Agreement on behalf of the Party for whom they sign.

21. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

[Signature pages to immediately follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Subrecipient Agreement to be executed and delivered as of the dates hereinafter indicated.

Executed by [name of Pass-Through entity] this _____day of _____, 2023.

City of Williamsport
A Political Subdivision

By _____
Mayor

Attest:

_____
Title:

Approved as to form:

_____
Solicitor

Executed by the **REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT** this 25-Th day of October, 2023.

REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT

An Authority created under the Urban Redevelopment Law

By _____
Vice Chairman

Attest:

_____
Executive Director, **REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT.**

CITY OF WILLIAMSPORT

REDEVELOPMENT AUTHORITY | LANDBANK AUTHORITY

November 28, 2023

Mayor Derek Slaughter
City of Williamsport
100 West Third Street
3rd Floor
Williamsport, PA. 17701

RE: First Quarterly ARPA Funding Request for RDA and Land Bank.

Dear Mayor Slaughter:

The following contains the proposed budget of the Williamsport Redevelopment Authority and Land Bank Authority for the following quarter. Per section 3(b) of the subrecipient agreements between the city and the RDA/Land Bank Authority, the agencies are able to request an advance on ARPA funds provided a budget be proposed.

Attached to this letter you will find a proposed budget for the period of October-December of 2023. This proposed budget includes solicitor fees, and other operating expenses incurred by the RDA/Land Bank prior to October 2023 as the agencies currently lack operating funds.

The requested funds are intended to be put directly to work on the projects on Mosser Avenue and Scott Street. At Mosser Ave. the RDA is looking to take by eminent domain a property which had been burnt in a house fire in approximately 2020 and remained on the blighted property list for some time. With these funds the RDA can look to remove this blight from our city for the benefit of the neighbors and the city.

The funds will further serve as operating funds for the remainder of the quarter which would help the RDA/Land Bank with administrating the funding for the Habitat for Humanity redevelopment project on Scott Street. Pending final approval of the RDA board, the RDA may choose to serve as a passthrough entity for SHARE (gambling revenue) funds to facilitate this project.

With the requested funds RDA/Land Bank will be able to take an active role in the city for the first time in a long time and help to make the city a better place to live with increased housing and business opportunities within the city.

Sincerely,

August Memmi
Executive Director Williamsport RDA/Land Bank

Trade & Transit Center | 100 West Third Street, 3rd Floor | Williamsport, PA 17701
Phone: (570) 327-7577 | Fax: (570) 327-7509

Redevelopment Authority/Landbank Authority Budget
January 2023 - December 2023

	RDA	LBA
Salaries	$ 40,000.00	$ 20,000.00
Website	$ 300.00	$ 300.00
Marketing	$ 500.00	$ 500.00
Computer	$ 600.00	$ 600.00
Software	$ 125.00	$ 125.00
Notary	$ 225.00	$ 225.00
Insurance	$ 1,000.00	$ 1,000.00
Pro Services	$ 1,000.00	$ 1,000.00
Legal	$ 4,500.00	$ 4,500.00
Acquisition	$ 45,000.00	$ 45,000.00
Demo	$ 40,000.00	$ 40,000.00
Env Study	$ 2,000.00	$ 2,000.00
Maintenance	$ 2,000.00	$ 2,000.00
Auditing	$ 2,000.00	$ 2,000.00
Total	$139,250.00	$119,250.00

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Redevelopement Authority of the City of Williamsport

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ goverment enity

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 West 3rd Street 3rd fl

Requester's name and address (optional)

6 City, state, and ZIP code
Williamsport Pa. 17701

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

6	9	-	0	2	3	5	3	7	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 12/1/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*