

Policy 1
Introduction, Adoption and Rejection of a Policy

In order to assist in orderly and consistent management of Hanover Township, the Board of Supervisors will from time to time develop policies. These policies are not ordinances or resolutions, but are intended to be guidelines on matters of daily governing. A policy may be introduced by any member of the Board of Supervisors and, after two readings with at least one week interval between readings, be added to the policy list by a majority vote (three). Discussion, deletion, additions, and/or any other changes to a proposed policy should be made before the first formal reading. In addition to a policy being recorded in the minutes, a separate listing of all policies will be made available in the Township Office. In proposing policies, a suggested time table is shown below.

Proposed policy circulated Week 1

Discussion and Adoption Week 2

Adopted October 13, 2020

Policy 2
Use of Municipal Building

The Municipal Building shall be used only for meetings of the Board of Supervisors, Township Commissions, Committees and Boards and for functions sponsored by them. Dates and times of unscheduled meetings are to be arranged with the Secretary/Treasurer to avoid conflicts. Permission to use the building can only be granted by the Chairman of the Board and/or Township Manager.

Adopted October 13, 2020

Policy 3
Copier Use and Cost

The prime purpose of the copier in the Hanover Township Office is for official Township Business. The clerical staff may make copies of Township material for residents and/or their representatives at a cost of 25 cents per page.

Adopted October 13, 2020

Policy 4
Agendas

It is the policy of the Board of Supervisors that any developer/landowner wishing to be placed on the Board of Supervisors Agendas with any items must give notice to the Township Secretary **five (5)** working days before the scheduled meeting date. Agenda will be furnished to the Board and will be placed on the website by noon on Friday prior to the meeting.

Adopted October 13, 2020

Policy 5
Developers Approvals

It is the policy of the Board of Supervisors that all approvals of plans are conditioned upon payment of any and all outstanding bills in the Plans & Appeals Account of the developer.

Adopted October 13, 2020

Policy 6
Organization Chart

The Township Manager shall prepare an organization chart and submit the same to the Board of Supervisors one month before the Reorganization Meeting. In addition, an organization chart must be submitted to the Board within one month after appointment to the position of Manager.

Adopted October 13, 2020

Policy 7
Expenditure Funds

The Township Manager & Treasure will have the authority to expend Township Funds without Board approval up to limits set by the 2nd Class Township Code. Purchases in excess of limits set by the 2nd Class Township Code require the approval of the Chairman of the Board of Supervisors, followed by authorization of the entire Board.

Adopted October 13, 2020

Policy 8
Release of Escrow Funds

It is the policy of the Board of Supervisors that it will not consider a developer's request for the release of funds held in Escrow until the developer's Plans & Appeals Account is fully paid up to date and the Township Engineer has given his written recommendation after he has made a physical inspection.

The Township Secretary will notify any developer requesting such release of this policy and also inform the developer that the request will not be placed on the Board of Supervisors Agenda until the above requirement is satisfied.

Requests for release of Escrow Funds are due by noon the 2nd proceeding Wednesday of a regularly scheduled Board of Supervisors meeting.

Adopted October 13, 2020

Policy 9
Security for Improvement or Maintenance

It is the policy of the Board of Supervisors that if Security for Improvements or Maintenance is received from the developers in the form of cash or check, such Security

shall be deposited into a specially marked interest-bearing account. These funds shall be accessible for withdrawal at such time as the Board of Supervisors have made and approved a motion to release these funds.

Adopted October 13, 2020

Policy 10
Earth Moving Permit

It is the policy of the Board of Supervisors that an Earth Moving Permit be established in accordance with §159-29 E. (6) of the Hanover Township Subdivision and Land Development Ordinance (01-03).

This permit will only allow general earth moving activities and will not allow excavation for any utilities, footers or structures. The permit is required for anyone who moves earth on any site being proposed for Subdivision or Land Development or Site Plan approval in Hanover Township, where such site has conditional plan approval, but when such site does not yet have a recorded Subdivision/Land Development Plan (Site Plan as required under the Zoning Ordinance) and/or a valid Building permit.

This permit shall be issued by the Zoning Officer.

The fee for the permit shall be identified on the Fee Schedule.

The Earth Moving Permit will not be issued until such times as the Subdivision/Land Development (Site Plan) Construction Plan sets have been signed and distributed by the Township Engineer's Office.

All earth moving activities and time limits followed during these activities shall be undertaken in accordance with the approved Soil Erosion and Sedimentation Control and Narrative.

Prior to the issuance of the Earth Moving Permit for any site of 5.0 acres or greater, security and a binding agreement with the Township, suitable to the Township Solicitor, shall be required. For those sites less than 5.0 acres in size, no security or agreement will be required.

The Earth Moving Permit is valid only for a period of sixty (60) days. If at the termination of the sixty days the proper building permits have not been received, then another Earth Moving Permit must be applied for and received by the Applicant, or the site will be stabilized and closed to any further earth moving until such permits are issued.

Earth moving activities associated with a valid Building Permit will not need a separate Earth Moving Permit.

Adopted October 13, 2020

Policy 11
Subdivision/Site Plan Improvements and Maintenance

The following is the policy of the Township of Hanover with respect to the improvements and maintenance period for all municipal and other required improvements to be installed within a Subdivision or Site Plan finally approved by the Board of Supervisors:

1. The primary concern of the Township is the preservation and protection of the security which has been posted for the installation of municipal or other improvements and maintenance. In order to insure that maintenance security is posted in a sufficient and timely manner, no improvement security will be finally released until maintenance security has been posted and approved by the Township Solicitor.
2. The Township Engineer will be responsible for monitoring all Subdivision and Site Plans finally approved by the Board of Supervisors to insure compliance with the time periods for completion of improvements and commencement of the maintenance period. Periodic written reports shall be made to the Township Manager at least on a monthly basis.
3. The Township Engineer will monitor all Subdivision and Site Plans finally approved by the Board of Supervisors to insure that the established improvements and/or maintenance security will not lapse prior to completion of all improvements or completion of the maintenance period. Periodic written reports shall be made to the Township Manager at least on a monthly basis.
4. The Township Manager shall have the authority to take whatever action is necessary in order to preserve and protect the Township's security for improvements and/or maintenance in any Subdivision or Site Plan finally approved by the Board of Supervisors.

Adopted October 13, 2020

Policy 12
Bid Bonds

It shall be the policy of the Board of Supervisors that whenever bids are awarded that the bid bond of the successful and the next lowest qualified unsuccessful bidder be held until the successful bidder has posted the necessary security for the performance of work to the satisfaction of the Township Manager and Township Solicitor.

Adopted October 13, 2020

Policy 13
Subdivision Approval

It shall be the policy of the Board of Supervisors that anyone who makes application for a Subdivision or Land Development with the Township has one year from the date of application to obtain preliminary plan approval and one year from preliminary plan approval to obtain final plan approval.

If these time limits are not met, the plan will be rejected without a request for an Extension being received by the Township Secretary.

Adopted October 13, 2020

Policy 14
Record Plan Conditions

It is the policy of the Board of Supervisors that a Record Plan shall not appear before the Board for a vote on approval that has any plan deficiencies. Additionally, any conditional approvals granted by the Board shall have no more conditions attached than those conditions mentioned below:

1. Improvement Agreement & Security
2. Maintenance Agreement & Security
3. Payment of fees, i.e. plans and appeals account fees, recreation fees, traffic impact fees and/or storm sewer interceptor fees
4. Receipt of any required Pennsylvania Department of Transportation Highway Encroachment Permit
5. Receipt of planning module approval from the Pennsylvania Department of Environmental Resources
6. Receipt of Pennsylvania Department of Environmental Resources Storm Water Discharge Permit and/or Stream Encroachment
7. Allocation of public sewer and public water service from the utility supplier

This policy does not prevent the Board from voting on the rejection of a Plan for any reason whatsoever.

Adopted October 13, 2020

Policy 15
Record or Preliminary/Record Plan Approval

It is the policy of the Board of Supervisors that any Plans being placed on the agenda of the Board for a vote of Record or Preliminary/Record Plan approval shall be complete in all aspects and must be received by the Township Secretary no later than the 2nd preceding Wednesday prior to the next regularly scheduled semi-monthly meeting of the Board of Supervisors.

Adopted October 13, 2020

Policy 16
Courtesy of the Floor

It will be the policy of the Hanover Township Board of Supervisors that the procedure for Courtesy of the Floor will be as follows:

1. Courtesy of the Floor will be limited to 15 minutes at the beginning of all meetings. After 15 minutes anyone else who wishes to speak must wait until the next Courtesy of the Floor at the end of the meeting.
2. Anyone wishing to speak on an Agenda item may do so prior to the Board's deliberation.
3. Anyone who wishes to speak on a topic that is not already on the agenda must sign in with the Secretary. Speakers will be called in the order in which they signed.

Adopted October 13, 2020

Policy 17
Plan Submissions Deadline

It shall be the policy of the Board of Supervisors, Hanover Township, Northampton County, that all plans to be reviewed by the Township Engineer's office and prior to being placed on the Planning Commission's agenda must be properly and completely submitted, including all submission fees, to the Township offices no later than Twelve (12) Noon three weeks prior to the first Monday of the month.

Adopted October 13, 2020

Policy 18
Plan Submissions Waiver

In accordance with the Pennsylvania Municipalities Planning Code, it shall be the policy of the Township that when plan submissions are made, the Developer shall be requested to sign a waiver for the 90 day review period with an open end date.

Adopted October 13, 2020

Policy 19
Bonding Company Rating

It shall be the official policy of Hanover Township, Northampton County, Pennsylvania, that in all cases where a performance and/or payment bond is required by a bidder pursuant to the provisions of the Pennsylvania Second Class Township Code or the Public Works Contractors Bond Law of 1967, as amended, the performance and/or payment bond to be provided by the successful low responsible bidder, selected by Hanover Township, shall be from a bonding company that has received at least a rating of A- or higher from the most recent edition of the Best's Key Rating Guide (Property Casualty).

Adopted October 13, 2020

Policy 20
Landscaping Acceptance

It is the policy of the Board of Supervisors to accept landscaping separately from other improvements if an agreement ends during the months of November, December, January, February or March.

Adopted October 13, 2020

Policy 21
Agenda Withdrawal from Planning Commission Meetings

It shall be the policy of the Board of Supervisors that Developers (individuals, partnerships, corporations, etc.) and/or their representatives (engineers, architects, legal counsel, etc.) are required to notify the Township by Noon (12:00 P.M.) the Friday preceding the Planning Commission meeting they are scheduled to attend, that they are withdrawing from the agenda.

Notification of their intention not to appear at the Planning Commission meeting after 12:00 P.M. the Friday preceding the Planning Commission meeting will result in items staying on the agenda and the review process being conducted.

The Planning Commission will inform them of their comments either directly with a letter, or a letter from the Township Engineer or their staff.

Adopted October 13, 2020

Policy 22
Resume to Board of Supervisors

It shall be the policy of Hanover Township, that any person wishing to apply for a volunteer position for a Township committee, commission or board shall submit a written resume to the Board of Supervisors. Any person selected to serve on a committee, commission or board shall appear before the Board of Supervisors at the next meeting to be introduced and appointed to said position.

Adopted October 13, 2020

Policy 23
Personal Reimbursement

It shall be the policy of Hanover Township that all personal reimbursements must be in the hands of the Secretary/Treasurer no later than 30 days after the expense date for proper payment. Anything after 30 days of the expense date will need Board approval for payment.

Adopted October 13, 2020

Policy 24
Emergency Call Response

It shall be the policy of the Board of Supervisors, Hanover Township – Northampton County, that when requested by the Fire Chief, Assistant Fire Chief and/or Officer-in-Charge (OIC), a Township employee who is a member of the Hanover Township Volunteer Fire Company #1, may respond to a working fire or other incident in support of the Hanover Township Volunteer Fire Company #1 emergency efforts, if their leaving is approved by either the Director of Public Works, Crew Leader or Township Manager and is deemed necessary for Public Health, Safety or Welfare. Township employees shall be compensated at their normal rate of pay. Responding to an incident, when requested, is strictly voluntary on the part of Township employee.

When deemed necessary, and again with the approval of either the Director of Public Works or the Township Manager, non-members of the Hanover Township Volunteer Fire Company #1, who are Township employees may be sent to a working fire or other incidents to assist with the operations of the Fire Company.

The Township will not be responsible for training and/or certifications required. Training would have to be arranged between the Township employee and the Fire Company and occur on the Township employee's own time.

Adopted October 13, 2020

Policy 25
Encroachment into Easements

1. Building permit applications should identify all easements affecting their property on a Plan that depicts the location of their proposed improvement, and should set all property corner markers.
2. The Zoning Officer should not grant any permits for buildings, fences, or other structures within easement areas except as noted below:
 - A. No portion of the fence material (except the posts) shall be closer to the ground than eight inches (8").
 - B. Access driveways or pathways crossing easements that run parallel and adjacent to public roads.
 - C. Fences within easements which fall into the category described as stated below. In this situation, issuance of the permit should not be granted until the property owner enters into the proper Release and Hold Harmless Agreement with the form of the Agreement to be satisfactory to the Township Solicitor and the Board of Supervisors.

Drainage and/or utility easements that may not be used for any common benefit: These easements provide no obvious benefit of providing a "common" benefit to upland property owners for allowing stormwater flow across lower elevation properties and provide no obvious "common" benefit for extension of common utilities. The example of this type of easement is often found on a Subdivision Plan where drainage and utility easements are shown along the side property line where adjoining properties may drain their stormwater flow to a property line swale draining toward the street or draining toward the rear yard, but where no other property owner's stormwater drains through that same easement. In this case, the Township has little interest in the protection of the easement rights since there is no "common" benefit identified. In these situations, the

Township, in my opinion, could allow encroachment of shrubbery, trees, and/or fences. It was recommended that the Township not allow the encroachment of structures such as patios, sidewalks, sheds, swimming pools, or portions of the principal structure to encroach into these easements.

Property owners who seek a "Permit" for the installation of a fence, should be requested to sign a Release or Acknowledgement Agreement indicating they recognize their fence is being built in an easement and that the Township and/or possibly other legitimate public utility agencies may be able to utilize that easement for legitimate interest of the Municipality or public utility and that the property owner recognizes that they must remove the fence at their expense, if the Municipality or utility company requires the access or use of the easement.

Also, the property owner should acknowledge that, if the Township or utility company removes or damages the fence during any utilization of that easement, the Township and/or utility company will not pay damages for the loss of the fence and will not be responsible for the restoration of the fence.

- D. Permits for utility structures that are necessary for the appropriate utilization of the easement by the appropriate Municipal or utility agency.

Adopted October 13, 2020

Policy 26 **Employee Travel Expenses**

It shall be the policy of the Board of Supervisors of Hanover Township to reimburse employees, including Supervisors, for expenses incurred attending training seminars or conferences.

Cost of Lodging: Reasonable rate based on government/market (least costly available) rate

Meals: Reasonable based on location of training, seminar, conference or meeting

Employees will not be reimbursed for expenses incurred by spouses, life partners or dependents.

Expenses for alcoholic beverages and other non-necessities will not be reimbursed.

It is recommended that receipts be submitted for all reimbursable employee expenses as outlined in this policy. It is required that employees provide detailed receipts for:

- all purchases made on a Township Credit Card, regardless of the amount;
- all lodging expenditures, regardless of the amount;
- other employee business travel and entertainment expenditures of \$30 or more; and
- all other expenses (e.g., materials, supplies, fees, etc.), regardless of the amount.

Overall responsibility and exceptions to this policy rests with the Township Manager or Chairman – Board of Supervisors.

Adopted October 13, 2020

Policy 27
Capitalization

In accordance with Generally Accepted Accounting Principles (GAAP), Hanover Township has established a capitalization threshold equal to or greater than \$10,000 with a useful life of 5 or more years to be depreciated on a straight line basis using the one-half (1/2) year convention.

Adopted October 13, 2020

Policy 28
Returned Checks

It is the policy of the Board of Supervisors of Hanover Township to charge a fee of \$35.00 (thirty-five dollars) plus bank charges, administrative fees and any other fees and charges incurred by the municipality for any check that is returned to the Township due to insufficient funds, an account being closed, or any other reason. The Township has the right to refuse payment by check from anyone who has previously had a check that was returned to the Township.

Adopted October 13, 2020

Policy 29
Emergency Notification Policy

It shall be a policy of the Board of Supervisors that the Hanover Township Volunteer Fire Company No. 1 and/or Colonial Regional Police Department notify the Township Manager and Township Emergency Management Staff on any major incidents within the Township as soon as operationally possible. Incidents include, but are not limited to:

1. Structure Fire – Residential & Commercial
2. Motor Vehicle Accident – Potential Fatality
3. Armed Robbery
4. Hostage Situation
5. Barricaded Individual
6. Bomb Threats
7. Missing Person
8. Potential for Mass Casualty
9. Active Shooter
10. Weather Warnings: Hurricanes, Snow & Significant Rain
11. PEERS Reportable Incident
12. Any other high profile, high risk situations

It will then be the Township Manager's responsibility to notify members of the Board of Supervisors depending on the nature of the incident.

Adopted October 13, 2020

Policy 30
Conditional Approval Requirement

It shall be a policy of the Board of Supervisors (the "Board") that the Board will not entertain a plan for Conditional Approval prior to the Board receiving an approval letter from the Northampton County Conservation District.

Adopted October 13, 2020

Policy 31
Home Improvement Permits

Act 132 of 2008 was adopted by the Pennsylvania Legislature in October of 2008 and signed by the Governor. The law establishes a mandatory registration for contractors who offer or perform home improvements in Pennsylvania. The statute also establishes minimum insurance requirement for contractor; requires contractors to provide their registration number in their ads and contracts; establishes required contract terms for home improvement contracts; prohibits unfair business practices; and creates a criminal penalty for home improvement fraud.

Effective July 1, 2009 Hanover Township will not issue a permit for home improvements unless the home improvement contractor complies with the requirements of Act 132 of 2008.

Adopted October 13, 2020

Policy 32
Credit/Debit Card Payments

It shall be a policy of the Board of Supervisors (the "Board") that the Township will accept Credit/Debit Card payments for all fees or payments with the exception of Real Estate Taxes.

A Convenience Fee will be charged when using a Credit/Debit Card.

☼	Master Card – Credit / Debit	2.45% of payment with a minimum of \$1.50
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☼	Visa Card – Credit / Debit	2.45% of payment with a minimum of \$1.50
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Adopted October 13, 2020

Policy 33
Snow Operations Policy

There are no annual public works activities that have more uncontrollable factors and that have more impact on our community than winter snow and ice control operations. Most of those uncontrollable factors relate to weather, the amount of snowfall, the rate of snowfall, the duration of the storm, conditions (wind or mixed with rain) and the type of

snow (wet or dry). These factors impact the planning of resources and associated costs, including manpower, equipment and materials.

Hanover Township budgets sufficient funds for winter road maintenance operations. The Public Works Department services 60.76 miles of township roads. We also provide winter services on Pennsylvania Department of Transportation (Commonwealth) Roads, specifically Hanoverville Road, between Jacksonville Road and S.R. 0512.

We have developed a snow plan which coordinates as many as fifteen (15) drivers in specific areas of the Township. The Board of Supervisors also provides for the hiring of additional plows and/or plow operators in the event of a “major” snow and/or ice event.

Our priority policy for addressing road clearing is:

- Main and collector roads
- Emergency facilities; CRPD headquarters & HTVFC
- Developments
- Cul-de-sac bulb clearing & intersection cleaning
- Township owned property and sidewalks

Operations may deviate from the above priority list in the case of unforeseen emergency requirements such as ambulance, fire or medical emergencies. It is the policy of Hanover Township to clear all roads from “curb to curb” or “edge of street” in anticipation of future storms and provide safe traveling for the motoring public as well as safe access for emergency vehicles and personnel.

Heavier populated areas of the township present a problem for snow removal due to vehicle parking. Always remove your vehicle from the roadway park in your driveway or elsewhere even when a Snow Emergency and Parking Ban are not declared.

The Board of Supervisors has adopted the “right-of-way” policies of PennDOT and neighboring municipalities. The policy references the placement of trees, flower gardens, fences, mailboxes, posts, etc., along the roadway. The Township will not reimburse for any damages to items placed in its “right-of-way” caused by snow removal. It is not the intent of any employee of Hanover Township, or sub-contractor, to willfully cause damage to property. Our equipment does discharge snow in driveways during the course of snow plowing. This is not done with willful intent, but is a result of normal plowing operation and the moving of snow. We will not pick up the plow blade or align the angle differently if requested.

Hanover Township may find it necessary to declare a “Snow Emergency” when the **anticipated effects** of the weather dictate. When Hanover Township declares a “Snow Emergency” it is broadcast on WAEB – 790 AM, WFMZ – Channel 69, via the Hanover Township Email Alert System and other broadcast and social media outlets. **If the Township declares a “Snow Emergency” parking on all Township streets is prohibited and vehicles may be tagged (\$75 fine) or towed at the owner’s expense.** (§172-29 of the Codified Ordinance reads: Whenever a snow emergency has been declared it shall be unlawful for any vehicle to be abandoned or parked, on any public highway.)

Hanover Township is not responsible should these outlets not broadcast a message in a timely manner after notification. Please plan your activities accordingly with predicted or actual snowfall or icing events. Your assistance and patience will aid us in providing a reasonable level of service during the winter months.

Departure from Policy

The Township recognizes that conditions may be so unusual or unexpected that a departure from this general policy should be authorized. Therefore, when conditions warrant, the Township Manager, or in his absence, the Public Works Director, may order a departure from this policy when, in the opinion of the Township Manager and Public Works Director conditions require such action.

No Duty or Right Created

The purpose of this policy is to establish information for our residents, the business community and visitors to the Township of Hanover regarding snow and ice control. This is not construed to create any duty to any individual, person or entity. This policy does not provide any special protection or duty to any particular individual or groups of individuals. No additional rights shall be granted to any individual or entity by adoption and enforcement of this policy. This policy may be affected in total or in part due to equipment breakdown, weather conditions, inadequacy of equipment, state or federal regulations, shortage of personnel, and any other unforeseen, uncontrolled or unanticipated acts.

Helpful Snow Plowing and Shoveling Information

- 1) Our crews do not intentionally plow in the ends of your driveways. In most storms we make several passes to open up the street and come back later to clean “curb to curb” or to the “edge of the road.” If possible, please delay cleaning the end of your driveway until the Township Public Works Department has completely cleared your street.
- 2) When shoveling or plowing your driveways place the snow to the right as you face the road from your home. Our plows *usually* come from the left and any snow placed to the left of your driveway will be pushed across the front of your driveway as the plows pass.
- 3) Do not park on municipal roadways when snow is in the forecast. Cars left on the roadway force plows to maneuver around them, slowing down plowing operations and resulting in piles of snow being left in the roadway. Additionally, you assume all liability if one of our plows causes damage to your vehicle.

The Township has enacted certain ordinances which cover this matter. To follow are the applicable sections of the Township’s Codified Ordinance:

§172-26 In order to facilitate the movement of traffic and to combat the hazards of snow and ice on the snow emergency routes as designated by the municipality, the municipality, in its discretion, may declare a snow and ice emergency (designated as a snow emergency). Information on the existence of a snow emergency shall be given by the municipality through radio, newspaper or other available media, and information on the termination of the emergency may be

given by use of the same media. A declaration shall be effective immediately and shall not be dependent on the advertisement through the media.

§172-29 Whenever a snow emergency has been declared it shall be unlawful for any vehicle to be abandoned or parked, on any public highway.

§172-31 The owner of any vehicle found in violation of any sections of this Ordinance shall pay a fine of \$75 for each violation, if payment is received by the CRPD or the Code Enforcement Officer within five days of the date of the violation, unless a fine in a different amount is specifically set forth herein. If payment is received after five days but within 10 days of the date of the violation the fine shall be \$100 for each violation. If payment is not received within the ten-day period, the CRPD or Code Enforcement Officer shall file a citation with the District Justice and, upon conviction, the violator shall pay a fine of \$200 plus costs of prosecution.

4) Do not place snow on the roadways. Placement of snow from sidewalks, driveways and/or parking lots onto municipal roadways is prohibited by Township Ordinance and makes plowing and cleanup by the Public Works Department staff more difficult.

The Township has enacted certain ordinances which cover this matter. To follow are the applicable sections of the Township's Codified Ordinance:

§172-28 It shall be unlawful for the owner, occupant or tenant of any property to place, throw, dump, or pile any snow or ice removed from such property upon or into any sidewalk, curb, gutter, alley, highway, or to permit or cause the same to be done by any other person or persons, partnership, firm or corporation. It is hereby declared that removal and disposal of snow and ice from such property is neither directly nor indirectly a function or responsibility of the municipality, and that, if the owner, occupant or tenant of any property shall desire or require that such snow and or ice be removed from such property, it shall be the sole responsibility of such owner, occupant or tenant, as the case may be, to remove the same and to transport it to a place of disposal other than a sidewalk, curb, gutter, alley or highway.

5) Township Ordinance requires that homeowners and commercial establishments clear their sidewalks of snow and ice within **forty-eight (48) hours** after the completion of the Township's snow removal operations.

The Township has enacted certain ordinances which cover this matter. To follow are the applicable sections of the Township's Codified Ordinance:

§155 14 C Where curbs and/or sidewalks have been constructed pursuant to any of the regulations provided herein, the abutting property owner shall be responsible for:

C. Clearing sidewalk of snow and ice as hereinafter provided:

(1) Within 36 hours of the termination of any fall of snow or accumulation of ice, a path must be cleared through a sidewalk allowing pedestrians to safely pass;

(2) Within 48 hours of the termination of the Township's snow removal operations, the entire width and length of the sidewalk must be cleared; and

(3) If the fall of snow exceeds six inches, or the natural accumulation of ice exceeds one inch, the Township Manager may, by public announcement or other appropriate notice to residents of the Township, set such longer period as may be appropriate for the clearing of said snow.

- 6) If there is a fire hydrant on your property please uncover it so emergency services personnel will be able to access them in an emergency.

Adopted October 13, 2020

Policy 34
Waste & Recycling Billings and Collections

In accordance with Ordinance No. 08-05 to set billing policies and procedures for Residential Waste and Recycling Fees as follows:

- 1.) Bills will be mailed by First Class U.S.P.S. on/or before February 15th of each calendar year.
- 2.) The Bills will include a Discount Period ending March 15th, which can be adjusted to the following Monday if the 15th occurs on a Saturday or Sunday. Payments must be postmarked on/or before the due date.
- 3.) All bills not paid on/or before April 15th will be subject to a late fee to be set by the Board of Supervisors.
- 4.) All fees will be due by May 1st, which can be adjusted to the following Monday if the 1st occurs on a Saturday or Sunday. Payments must be postmarked on/or before the 1st.
- 5.) All fees and costs associated with the collection of improper and past due fees (i.e. certified mail, postage, etc.) will be the responsibility of the account holder.
- 6.) Reminder Postcard #1 by May 7th.
- 7.) Reminder Postcard #2 by July 7th.
- 8.) Accounts that had a lien filed the previous year will automatically be lienied if current fees are not paid on June 1st.
- 9.) Accounts with an outstanding balance, other than those lienied will be turned over to an outside collection agency on or after August 1st, but no later than August 15th.
- 10.) Accounts not collected by the outside collection agency will be turned over to the Solicitor's Office for collection and liening
- 11.) Uncollected accounts will have a lien filed at the county's Prothonatory's office approximately February 1st of each year.

Adopted October 13, 2020

Policy 35
Petty Cash – Municipal Office

It is the policy of the Board of Supervisors that Petty Cash accounts for the following purposes are established at the Municipal Offices:

General Petty Cash: \$100.00

Waste & Recycling: \$200.00

Sewer \$50.00

The custodian of all Petty Cash accounts shall be the Treasurer. The General Petty Cash Fund shall be used to reimburse Township Staff for purchases made on behalf of the Township up to a **maximum** of \$20.00. All disbursements from the Petty Cash accounts require the appropriate documentation, approval and receipts.

Checks for replenishment shall be made payable to the Petty Cash Custodian and the funds shall be placed in a locked box, draw or file cabinet.

Adopted October 13, 2020

Policy 36
Petty Cash – Community Center

It is the policy of the Board of Supervisors that Petty Cash accounts for the following purposes are established at the Community Center:

General Petty Cash: \$100.00

Children's Services \$80.00

The custodian of all Petty Cash accounts shall be the Treasurer. The General Petty Cash Fund shall be used to reimburse Community Center Staff for purchases made on behalf of the Community Center up to a **maximum** of \$20.00. The Preschool Petty Cash Fund shall be used to reimburse Children's Services Staff for purchases made on behalf of the Township specifically for Children's Services up to a **maximum** of \$20.00. All disbursements from the Petty Cash accounts require the appropriate documentation, approval and receipts.

Checks for replenishment shall be made payable to the Petty Cash Custodian and the funds shall be placed in a locked box, draw or file cabinet.

Adopted October 13, 2020

Policy 37
Vehicle Expense Reimbursement Policy

It is the policy of the Board of Supervisors that reimbursement under the Hanover Township Volunteer Fire Company #1 **Vehicle Expense Reimbursement Policy (VERP)** program is as follows:

PURPOSE

To establish Hanover Township – Northampton County ("Hanover") policy for reimbursing members of the Hanover Township Volunteer Fire Company # 1 of Northampton County ("HTVFC"), for personal vehicle use while responding to station or scene of an emergency call within Hanover or in response to a mutual aid dispatch.

APPLICABILITY

Applicable to all volunteer members of the HTVFC who are a member in good standing and who possess a valid driver's license.

This policy is not applicable to paid Hanover Township employees (Road Crew/ Fire Fighters), who respond to emergency calls during the course of their employment with the Hanover. Should a Hanover employee respond to calls, as a volunteer, then this policy would be applicable.

POLICY

Fire / Ambulance / Fire Police Personnel:

HTVFC members who have obtained the required eight (8) service credits or more, as defined in the HTVFC, Volunteer Incentive Program (VIP), during any quarter of a calendar year, will be reimbursed for responding to emergency calls during that same quarter, at a rate of \$5.00 per call.

Emergency calls are defined and identified as on/off radio dispatches initiated by the Northampton County 911 Dispatch Center ("911 Center") that result in the logging of a call/incident in the Computer Aided Dispatch (CAD) system by the 911 Center

Additional dispatches while personnel are assigned to/or assisting in an actively logged CAD call will not constitute an additional call.

Payments outside those authorized under this policy are at the discretion of the HTVFC and are not reimbursable by Hanover under this policy.

PROCEDURE FOR PAYMENT REQUESTS & DOCUMENTATION:

1. A fire company designee shall forward the request for payment to the Township Treasurer.
2. The fire company designee shall receive the funds from the Township for disbursement.
3. Supporting documentation (log) is to be maintained by the HTVFC and made available to the Township for verification of payments requested. For Township reimbursement procedures the documentation must at a minimum contain the date of the call, time of the call and CAD number assigned (if applicable).

Adopted October 13, 2020

Policy 38

Sign Inventory, Assessment and Management Program for Retroreflectivity

It shall be a policy of the Board of Supervisors that Sign Retroreflectivity shall be managed per The Manual on Uniform Traffic Control Devices (MUTCD) standards, as most recently revised, as follows:

- Visual nighttime inspection of signs and

- Replacing signs at the end of their expected life.

When a sign is installed a sticker will be placed on the back of the sign with date of installation and future dates of inspections.

A spreadsheet will be created and maintained of specific sign information (i.e. when sign was purchased, installed, inspected, location of sign, type of sign, etc.).

Adopted October 13, 2020



County of Northampton

Department of Community & Economic Development

Northampton County Human Services Building

2801 Emrick Blvd 1st Floor Bethlehem, PA 18020-8015

CONTRACT

BY
AND BETWEEN

COUNTY OF NORTHAMPTON

And

HANOVER TOWNSHIP

AGREEMENT IDENTIFICATION NO.: CRBG COVID RELIEF 2020-17

THIS AGREEMENT, entered into by and between the **COUNTY OF NORTHAMPTON** (hereinafter referred to as **COUNTY**), Northampton is a County of the Third Class and a party to this agreement, principally located at 2801 Emrick Blvd, Bethlehem, Pennsylvania, and Hanover Township, a municipal corporation as authorized under 1 Pa.C.S. § 1991 (hereinafter referred to as **SUB-RECIPIENT**), with offices located at 3630 Jacksonville Road, Bethlehem, PA 18017, Commonwealth of Pennsylvania.

Witnesseth:

WHEREAS, the County Council of Northampton County established the Department of Community and Economic Development (hereinafter referred to as "DCED") by Ordinance No. 321 of 1998 and as amended by Ordinance No. 479 of 2007 incorporated by reference as though fully set forth, which includes a Community & Economic Development Division responsible, in part, for developing, implementing, and monitoring grants that enhance economic development, and improve the quality of life in the COUNTY; and

WHEREAS, Under the provisions of the Coronavirus Aid, Relief, and Economic Security Act, 2020 Enacted H.R. 748, 116 Enacted H.R. 748, (the "CARES Act"), the U.S. Department of the Treasury is authorized to transfer funds to the Commonwealth to cover costs of the Commonwealth that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, Under Article I-C entitled *Emergency COVID-19 Response*, Sub article D, Section 130-C entitled *County Block Grant* of the act of May 29, 2020 amending the Fiscal Code (the "Act")(Act 24), the Pennsylvania Department of Community and Economic Development (hereinafter referred to as "PADCED") is authorized to distribute funding to counties and has awarded Northampton County \$27,569,940 in funding with Agreement #C000073958 incorporated by reference as though fully set forth for the following purposes:

- (1) Offsetting the cost of direct county response, planning & outreach efforts related to COVID-19.

- (2) Small Business Grant Programs to support businesses with fewer than 100 employees & to support businesses and other entities that are primarily engaged in the tourism industry.
- (3) Grant programs to support the following entities for costs related to assisting businesses during the COVID-19 Disaster Emergency: Certified Economic Development Organizations, Local Development Districts, Industrial Resource Center, Small Business Development Centers, and Economic Development Corporations.
- (4) Assistance to cities, boroughs, incorporated towns or townships located within eligible counties for response and planning efforts related to COVID-19.
- (5) Behavioral Health & Substance use disorder treatment services.
- (6) Nonprofit assistance programs for entities that are an exempt organization under section 501(C)(3) or 501(C)(19) of the Internal Revenue Code of 1986.
- (7) Broadband internet deployment with priority given to unserved or underserved areas.

WHEREAS, Pursuant to Section 213 of the act of May 29, 2020 (2A of 2020), known as the COVID-19 Emergency Supplement to the General Appropriation Act of 2019, the General Assembly of the Commonwealth has appropriated funds to the COUNTY to carry out the provisions of the Act.

WHEREAS, the Council of the County of Northampton, through Resolution 101-2020 incorporated by reference as though fully set forth; has approved providing the RECIPIENT funding to be used for this purpose; and

WHEREAS, the RECIPIENT acknowledges its responsibilities and adherence to any and all applicable COUNTY and COVID-19 County Relief Block Grant regulations in carrying out its responsibilities under this Agreement, the COUNTY has determined to make available funds in the amount of **Fifteen Thousand One Hundred Eighty-Eight Dollars and No Cents (\$15,188.00)**, for the **Hanover Township CRBG COVID-19 Relief project** for use by SUB-RECIPIENT for the purposes set forth in SUB-RECIPIENT's "Project Scope of Work and Budget" (hereinafter referred to as "PROJECT") (a true and correct copy of which is attached hereto and made a part hereof as Exhibit A); and

WHEREAS, the Parties wish to set forth the duties and obligations of the RECIPIENT;

NOW, THEREFORE, the parties, intending to be legally bound hereby and for good and valuable consideration as further set forth herein, agree as follows:

Background

1. All "Whereas" clauses are incorporated herein, and made a part hereof, as though the same are fully set forth at length herein.

Scope of Services

2. The SUB-RECIPIENT agrees to perform the project activities, attached hereto and made a part hereof as **Exhibit A, (PROJECT)**, under this Agreement ("**AGREEMENT**") with support of the COUNTY's COVID-19 County Relief Block Grant up to but not to exceed the amount stated in the terms of **AGREEMENT**, Item 5, Page 3 of this **AGREEMENT**.
3. The SUB-RECIPIENT certifies that the activities carried out with funds provided under this **AGREEMENT** will provide a fair process for all Northampton County constituents during this crisis seeking assistance that have been impacted by the Covid-19 virus..
 - A. The COUNTY's "service jurisdiction" includes each city, borough and township within Northampton County.

4. The SUB-RECIPIENT agrees that the activities conducted under this AGREEMENT will act in accordance with the eligible activities as authorized by the aforementioned CARES ACT, Article I-C entitled *Emergency COV/0-19 Response*, Sub article D, Section 130-C entitled *County Block Grant* of the act of May 29, 2020 (ACT 24) amending the Fiscal Code of Pennsylvania and Section 213 of the act of May 29, 2020 (2A of 2020), known as the COVID-19 Emergency Supplement to the General Appropriation Act of 2019, concerning the use of these funds.

Terms of Agreement

5. The COUNTY shall designate from their grant to be utilized by the SUB-RECIPIENT in an amount not to exceed of **Fifteen Thousand One Hundred Eighty-Eight Dollars and No Cents (\$15,188.00)** for the services set forth in **Exhibit A**.
6. The term of this AGREEMENT shall commence **March 1, 2020** and end **December 30, 2020** ("Contract Activity Period"), subject to the other provisions of this AGREEMENT. The services enumerated under this contract shall commence upon receipt of a fully executed Agreement between the parties. Services shall be completed, to the greatest extent feasible, in accordance with the PROJECT described herein and made a part hereof as **Exhibit A**.
7. This AGREEMENT is not binding in any way, nor will the COUNTY be bound, until this document has been fully executed and received by the SUB-RECIPIENT. Any costs incurred by the SUB-RECIPIENT prior thereto are incurred at the SUB-RECIPIENT's risk. The date this document is executed by the COUNTY shall be the "EXECUTION DATE"
8. SUB-RECIPIENT will signify its agreement to conduct the project as described in **Exhibit A** when it executes this **AGREEMENT**.
9. The COUNTY will make a lump sum payment to the SUB-RECIPIENT for project costs, as made a part hereof as **Exhibit A**, incurred during the contract activity period. Any expenditure made by the SUB-RECIPIENT which is not in accordance with the terms of this AGREEMENT shall be repaid to the COUNTY. All costs in violation of the terms of this AGREEMENT shall be the sole responsibility of the SUB-RECIPIENT.
10. The COUNTY shall have the right to terminate this AGREEMENT at any time, for any reason, if the COUNTY determines termination of this AGREEMENT to be in its best interest. The SUB-RECIPIENT shall be paid for work completed satisfactorily and in compliance with all laws and regulations in accordance with this AGREEMENT and any costs incurred, prior to the effective date of the termination. The balance of the lump sum payment shall be returned to the County.

Payment Provisions

11. This AGREEMENT is contingent upon the availability of funds. In the event funds become unavailable at any time during the term of the AGREEMENT as would prevent the COUNTY from making payment under the terms and conditions of the AGREEMENT, the COUNTY may terminate the AGREEMENT without the assessment of any termination charges or financial penalties against the COUNTY, by providing written notice of intent to terminate to the SUB-RECIPIENT. If the COUNTY terminates this AGREEMENT due to the non-availability of funds, the COUNTY will pay the SUB-RECIPIENT for eligible work currently in progress, and SUB-RECIPIENT shall not begin any additional work or incur any additional costs under the AGREEMENT upon receipt of notification of intent to terminate by the COUNTY.

12. Subject to all other terms and conditions of this AGREEMENT, the SUB-RECIPIENT shall provide the COUNTY of itemized invoices supported by properly executed vouchers or other records indicating, in proper detail, the nature and propriety of expenditures made with the grant funds.
13. The SUB-RECIPIENT shall be responsible for reimbursing the COUNTY for any expense deemed ineligible or determined to be outside of the identified project costs in EXHIBIT A. Further, it shall be the duty of the COUNTY to notify the SUB-RECIPIENT of any such disagreement or discrepancy as soon as possible. In instances in which discrepancy may be corrected by a new statement, the SUB-RECIPIENT shall submit a corrected statement within thirty (30) days for consideration by the COUNTY.

Modification

14. This AGREEMENT represents the entire agreement of the parties. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by Authorized officials of both the SUB-RECIPIENT and COUNTY.
 - A. Modification to this AGREEMENT includes any and all modification to the scope of work as attached hereto as **Exhibit A**.
 - B. The SUB-RECIPIENT shall submit project change-orders to COUNTY to initiate approval of modification to any part of this AGREEMENT. Approval by COUNTY as per the requirements of the COUNTY Citizen Participation Plan and, if appropriate any change order that in any way modify the agreed-to scope or cost of said activities. Failure to obtain approval from COUNTY before the commencement of work relieves COUNTY from any obligation to make any payments to the SUB-RECIPIENT.
 - C. SUB-RECIPIENT shall submit copies of all project change-orders to COUNTY for use in audit reviews. Additionally, SUB-RECIPIENT shall retain any financial records relating to the project for at least three (3) years from the date of submission of the final fiscal report or three (3) years after the completion of the audit, whichever is greater.
15. In the event that the SUB-RECIPIENT is unable to complete the project within the terms of this AGREEMENT the SUB-RECIPIENT will notify the COUNTY in writing within thirty (30) days prior to the expiration date of this AGREEMENT. The COUNTY may not extend the terms of this AGREEMENT.
16. In the event the SUB-RECIPIENT is unable to complete the project within the terms of this AGREEMENT, the SUB-RECIPIENT shall be liable to the COUNTY for the amount of any funds unused or improperly used and shall return said funds to the COUNTY. In such event, the repayment shall include all interest, income, accumulations, and the monetary value equivalent of any appreciation in value of any property (real, personal, or mixed) purchased with the funds granted them.

General Conditions

17. The COUNTY and the SUB-RECIPIENT agree that all activities authorized by this AGREEMENT shall be performed in accordance with applicable statutes, regulations, conditions, directives, and guidelines as they pertain to the Community Development Programs of the COUNTY, CARES ACT, Article I-C entitled *Emergency COV/0-19 Response*, Sub article D, Section 130-C entitled *County Block Grant* of the act of May 29, 2020 (Act-24) amending the Fiscal Code of Pennsylvania, Section 213 of the act of May 29, 2020 (2A of 2020), known as the COVID-19 Emergency Supplement to the General Appropriation Act of 2019, and any other applicable state and federal laws or statutes.

Open and Competitive Bidding

18. As a SUB-RECIPIENT of funds awarded to a governmental entity, the SUB-RECIPIENT and all vendors of the SUB-RECIPIENT shall bid and contract for services in an open and competitive manner in accordance with 24 CFR 85.36 and the County of Northampton's Administrative Code.
19. As per the COUNTY's requirements under the laws of the Commonwealth of PA, the following thresholds shall be used in determining the appropriate method for purchases made in whole or in part with the funds provided through this AGREEMENT:

- A. Quoting requirements when the total expenditure in any one sale transaction, regardless of the number of individual items purchased and including any shipping costs during this transaction is as follows:
- \$1 to \$5,000 -- One quote, verbal or written.
 - \$5,001 to \$24,999 -- Minimum three (3) written quotes. Written documentation must be attached to the transaction, and shall indicate which qualified vendor(s) were contacted, their responses, the date, and other pertinent information besides price, such as delivery, etc.
 - Expenditures over \$25K need to be procured utilizing a formally advertised public bid.

Competitive sealed bids must be used to procure goods or services **in excess of \$25,000** for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of services of a professional consultant, other than architectural or engineering services.

20. SUB-RECIPIENT must provide to COUNTY records to detail the significant history of procurement. These records include, not are not limited to:
- A. Performance of a cost or price analysis for every procurement action, including change orders;
 - B. Files on the rationale for selecting the methods of procurement used and selection of contract type;
 - C. The contractor selection/rejection process;
 - D. Proof of compliance with Minority-Owned and Women-Owned Business requirements and Section 3 requirements as applicable; and the basis for the cost or price of a contract.
21. Rejection of bids is allowed as follows:
- A. SUB-RECIPIENT may reject all bids if bid price exceeds the cost estimate by more than ten (10) percent or the lowest bid exceeds the funds allocated for the project.
 - B. COUNTY requires all bids contain sufficient documentation to verify compliance with this section. Additionally, bids determined to be unresponsive according to a more stringent threshold as established by the SUB-RECIPIENT for all bidders may be utilized. In no way can a bid be accepted if it does not respond to the federal requirements as contained in this AGREEMENT.

22. SUB-RECIPIENT will ensure and document that awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs as required under Executive Order 12549.
23. SUB-RECIPIENT must take affirmative steps to use small firms, minority-owned firms, and women-owned firms in any financed activities exceeding \$25,000.00.
24. SUB-RECIPIENT must take affirmative steps to meet Section 3 requirements in its any financed construction activities that exceed \$200,000.00.

Subcontracts

25. It is the responsibility of the SUB-RECIPIENT to ensure subcontractors compliance with the terms of this AGREEMENT. The term "sub-contractor" shall include those vendors directly contracting with the SUB-RECIPIENT and any vendors contracting with the sub-contractor to complete the project. All services must be procured and provided in accordance with this agreement.
26. All provisions of this AGREEMENT "flow down" to sub-contractors. The SUB-RECIPIENT shall include/incorporate this AGREEMENT in all bid documents and contracts for this project. The SUB-RECIPIENT will maintain records sufficient to detail the significant history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Contractor Integrity

27. The SUB-RECIPIENT will make awards only to responsible subcontractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
28. The COUNTY shall automatically disapprove activities provided by a Subcontractor, without declaration, for all parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689; 48 C.F.R. § 9.404, and each agency's codification of the Common Rule for Nonprocurement Suspension and Debarment. The SUB-RECIPIENT may obtain a current list of suspended and debarred Commonwealth contractors by searching the internet at:

<https://www.epls.gov/eplsearch.do>

It is the responsibility of the SUB-RECIPIENT to notify COUNTY of any such suspension or debarment within seven (7) days of the date of notice of suspension or debarment by the Commonwealth.

29. The SUB-RECIPIENT shall be responsible for inspection of all work performed by any contractor, subcontractor, engineer or architect working on the project and shall certify completion of work.
30. The COUNTY retains the right to inspect the work of any contractor, subcontractor, engineer, or architect working on the project at any reasonable time.

Reporting Requirements

31. The SUB-RECIPIENT will provide reasonable access to citizens all information regarding its CARES ACT, Article I-C entitled *Emergency COV/0-19 Response*, Sub article D, Section 130-C entitled *County Block Grant* of the act of May 29, 2020 (Act-24) amending the Fiscal Code of Pennsylvania and Section 213 of the act of May 29, 2020 (2A of 2020), known as the COVID-19 Emergency Supplement to the General Appropriation Act of 2019 assisted activities and management.
32. The SUB-RECIPIENT shall submit reports as required under the CARES ACT, Article I-C entitled *Emergency COV/0-19 Response*, Sub article D, Section 130-C entitled *County Block Grant* of the act of May 29, 2020 (Act-24) amending the Fiscal Code of Pennsylvania and Section 213 of the act of May 29, 2020 (2A of 2020), known as the COVID-19 Emergency Supplement to the General Appropriation Act of 2019 regarding fiscal information and activity progress to COUNTY when requested. Reports are due when requested under this AGREEMENT and will remain in effect, until completion of the project.
33. The SUB-RECIPIENT shall submit reports at such time and in such form as may be prescribed, truthful and accurate information that COUNTY may deem necessary.
34. The COUNTY, in its sole discretion, will undertake monitoring of the PROJECT. The SUB-RECIPIENT shall cooperate with any monitoring and provide any documents or information requested by COUNTY. Monitoring documentation and assurances are included in **Exhibit B**.

Fiscal Responsibilities

35. The fiscal administration of this AGREEMENT shall be subject to such rules, regulations and policies concerning accounting, records, payment of funds, allowance of costs and submission of financial reports as may be prescribed by COUNTY or any other governmental entity. The SUB-RECIPIENT understands that it is required to file an annual information statement (IRS Form 1099) with the Internal Revenue Service for each contracted consultant or other supplier of personal services (other than employees subject to tax withholding) receiving payments under this AGREEMENT. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be established that are adequate to ensure that expenditures incurred under this AGREEMENT are for allowable purposes and that documentation is readily available to verify that the charges are accurate.
36. The COUNTY, in its sole discretion, may undertake an inspection and/or audit of the financial records of the SUB-RECIPIENT, and any contractors, subcontractors, engineers, or architects relating to the Project. The SUB-RECIPIENT shall provide COUNTY with full and complete access to all records relating to the performance of the project funded through this AGREEMENT and to all persons who were involved in the project.
37. The SUB-RECIPIENT shall retain all records pertinent to this AGREEMENT, including financial, statistical, property and participant, and supporting documentation for a period of at least three (3) years from the date of submission of the final fiscal report or three (3) years after completion of the audit, whichever is later. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it. COUNTY must be

informed promptly of any notice involving new or pending litigation that effects the SUB-RECIPIENT, whether or not it directly involves COUNTY.

38. The SUB-RECIPIENT hereby certifies, as a condition precedent to the execution of this AGREEMENT and as an inducement for COUNTY to execute same, it is not "delinquent" on any taxes owed to Northampton County or the Commonwealth of Pennsylvania nor is SUB-RECIPIENT nor any subcontractors or suppliers delinquent in the payment of taxes, or other Commonwealth obligations. Should the SUB-RECIPIENT become delinquent on any taxes or other obligations owed to the COUNTY or Commonwealth during the term of this AGREEMENT, the SUB-RECIPIENT may be deemed to be in breach of this AGREEMENT by COUNTY and, in addition to any other remedies at law for such breach, the SUB-RECIPIENT hereby specifically agrees and authorizes COUNTY to apply all funds when due to the SUB-RECIPIENT directly to the taxes owed to the COUNTY until said taxes are paid in full.

Contract Audit and Closeout Requirements

39. A project close out report shall be submitted no later than January 30, 2021 that will include itemized invoices supported by properly executed vouchers or other records indicating, in proper detail, the nature and propriety of expenditures made with the grant funds.
40. The SUB-RECIPIENT shall comply with all federal and state audit requirements including 2 CFR 200, Audits of States, Local Governments, and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. If the SUB-RECIPIENT is a local government or non-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, RECIPIENT is required to have an audit made in accordance with the provisions of 2 CFR 200.
- A. If SUB-RECIPIENT expends total federal awards of \$750,000 or more during its fiscal year received either directly from the federal government or indirectly from a recipient of federal funds, SUB-RECIPIENT is required to have a program-specific audit made in accordance with the provisions of 2 CFR 200, and in accordance with the laws and regulations governing the programs in which it participates.
- B. If SUB-RECIPIENT expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state matching funds, which supplement such awards, and to provide access to such records by federal and state agencies or their designees.
41. The SUB-RECIPIENT is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. The Federal Single Audit Act of 1984 (31 U.S.C. § 7501 et. seq., as amended) preclude public accountants licensed in the Commonwealth from performing audits of federal awards.
42. Audit working papers and audit reports shall be retained by SUB-RECIPIENT's auditor for a minimum of three years from the date of issuance of the audit report. Audit working papers shall be made available upon request to authorized representatives of COUNTY, the federal funding agency, or the General Accounting Office.

43. The SUB-RECIPIENT shall submit one (1) copy of the audit report package to COUNTY for each year in which this AGREEMENT is effective. The audit report package shall include:

- Financial statements and schedule of expenditures of federal awards;
- Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings and questioned costs;
- Summary schedule of prior audit findings;
- Corrective action plan; and
- Management letter comments.

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 audit guide and 2 CFR 200.

Indemnification, Hold Harmless and Insurance

44. The SUB-RECIPIENT and any sub-contractor under this AGREEMENT agree to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from any and all losses, claims, costs or damages, including reasonable counsel fees, resulting from SUB-RECIPIENT's performance under this AGREEMENT, including but not limited to:

- A. Breach of this AGREEMENT by SUB-RECIPIENT;
- B. Professional error or omission, fault or negligence by the SUB-RECIPIENT or by its employees, servants, agents, contacts, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of this AGREEMENT; and
- C. General public liability and malpractice claims arising in connection with the business or activities of the SUB-RECIPIENT in the performance of this AGREEMENT.

45. The SUB-RECIPIENT shall provide insurance coverage and limits as described below. All insurance carried by recipient must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the COUNTY. SUB-RECIPIENTS should note that any lack of insurance coverage does not negate any obligations under this Agreement. All SUB-RECIPIENTS shall maintain insurance coverage, at a minimum of \$1,000,000 for each occurrence, as follows:

- A. Property insurance,
- B. Commercial General Liability Insurance. Recipient shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement.
- C. Automobile Liability Insurance. SUB-RECIPIENT shall at all times carry Automobile Liability Insurance when transportation is involved in providing any service in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage for SUB-RECIPIENT'S vehicles, whether owned, hired, or non-owned.

- D. Professional Liability/Errors and Omissions Insurance. SUB-RECIPIENT shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by the COUNTY prior to commencement of the work.
 - E. Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, SUB-RECIPIENT shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail coverage" provided the retroactive date of the coverage be on or before the effective date of this AGREEMENT.
 - F. Umbrella Coverage-Certificate of Excess Liability. The COUNTY will accept Umbrella coverage to the Contractor's General Liability, Automobile, and Employer's Liability limits. The Umbrella policy may be used to provide excess liability in the aggregate to the Agreement's insurance limits as required by the COUNTY. A Certification of Insurance must provide evidence of an excess policy providing the additional limits of coverage. The Umbrella coverage needed levels of excess liability must be dedicated to this Agreement requirement.
46. The insurance coverage specified above must include the COUNTY as additional insured on said policies as follows: "The County, its agents, officers, elected officials and employees all while acting in their official capacity as such" must be named as additional insured's on all insurance, other than worker's compensation insurance and professional liability insurance, required under this Agreement. The additional insured status must include both ongoing and completed operations and must be continued for at least 24 months after the project is completed and accepted. Such insurance shall include "cross-liability" coverage as provided under the standard ISO forms "Separation of Insured" clause. A declaration of said insurance coverage shall be submitted to the COUNTY prior to execution of the Agreement. Recipient shall maintain the insurance coverage for the entire period of the Agreement at Recipient's sole cost and expense.
47. If any claim is made against the COUNTY, which would give rise to a right of indemnification, by COUNTY from SUB-RECIPIENT, COUNTY will give notice thereof to SUB-RECIPIENT. The COUNTY may permit the SUB-RECIPIENT to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for SUB-RECIPIENT, which will conduct the defense of such claim or litigation, must be approved by COUNTY, whose approval will not unreasonably be withheld. If COUNTY consents to permit SUB-RECIPIENT to assume defense, COUNTY may participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement without the written consent of the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to COUNTY all pertinent information under its control.

Interpretation

48. SUB-RECIPIENT agrees to waive the general rule of interpretation that, in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document. It is declared the intention of SUB-RECIPIENT and COUNTY that the public health, safety and welfare be protected and furthered by the AGREEMENT. Therefore, this AGREEMENT is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

Waiver

49. No waiver by COUNTY of any breach of this AGREEMENT shall constitute a continuing waiver or waiver of any subsequent breach either of the same or another provision of this AGREEMENT or addenda.
50. Undue Influence: The SUB-RECIPIENT agrees not to hire any County personnel who has exercised discretion in the awarding, administration or continuance of this contract for up to and including one year following the termination of the employee from County Service. Failure to abide by this provision shall constitute a breach of this contract.
51. Conflict of Interest - The SUB-RECIPIENT agrees to notify in writing the COUNTY as soon as the RECIPIENT learns that:

(1) A current employee of the county has commenced, or is intending to commence, employment with the RECIPIENT while continuing to maintain COUNTY employment, or

(2) A current employee of the COUNTY has performed, or is intended to perform, services to the SUB-RECIPIENT as an independent contractor while continuing to maintain COUNTY employment. Any written notice required to be given under this section shall specify the COUNTY employee's name, the nature of the county employee's employment, or the subject of the COUNTY employee's contract with the SUB-RECIPIENT and the date on which the COUNTY employee's employment or contract with the SUB-RECIPIENT commenced.

52. Breach of Agreement:

(1) The SUB-RECIPIENT agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, including delinquency on County owed taxes, shall constitute default of this agreement and payments are to be withheld.

(2) When a breach of agreement has occurred, the COUNTY, in the exercise of its discretion, may allow the SUB-RECIPIENT a specific period of time to correct its breach of the contract. Such period shall not exceed thirty (30) days.

(3) If SUB-RECIPIENT does not correct its violation of the contract as specified, the COUNTY may terminate the agreement in whole or in part of such termination is in the best interest of the COUNTY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on:

COUNTY OF NORTHAMPTON

Attest:

By:

Lamont McClure, County Executive
(Signature)

Date

HANOVER TOWNSHIP

Attest:

By:

Chief Official
(Signature)

Chief Official
(Print)

Title

Date

REVIEWED BY:

Solicitor

DCED

PREPARED BY:

_____
S. ORTIZ

EXHIBIT A

PROJECT SCOPE AND BUDGET



COVID-19 COUNTY RELIEF BLOCK GRANT PROGRAM MUNICIPAL ASSISTANCE APPLICATION

FULLY COMPLETE ALL SECTIONS

Project Overview

Organization Name: Hanover Township

One-line Description of Project: Technology Update

Address of Project Site: 3630 Jacksonville Road, Bethlehem, PA 18017

Chief Official's Name and Title: John N. Diacogiannis - Chairman, Board of Supervisors

Grant Administrator/Project Contact (must be employed by the applying organization)

Contact Name and Title: Elizabeth Ritter, Township Secretary

Organization Name: Hanover Township

Address: 3630 Jacksonville Road

City, State, Zip Code: Bethlehem, PA 18017

Phone: 610.866.1140, 223

Email: jfannigan@hanovertwp-nc.org

Budget Overview

a. COVID-19 County Relief Block Grant Program Request:

b. Federal funds committed to project: \$0

c. State funds committed to project: \$0

d. Local funds committed to project: \$0

e. Private/other funds committed to project: \$0

f. Subtotal of non-County funds committed to project (lines b+c+d+e) \$0

g. Please indicate if other County funds are committed to the project:

Source

\$17,188.00

h. Total Project Cost:

Has this project received past Northampton County funds? ☐ Yes ☒ No Amount:
Year:

Will you accept an award less than the amount requested? ☒ Yes ☐ No
Have you received any COVID-19 relief funding from ☐ Yes ☒ No
federal, state or local sources for this project?

If Yes, what Program did you received funds from and how much? _____ \$ _____

The grant contract will run until December 30, 2020.

1. Project Narrative

Describe the project concisely. Include the scope of work, how the funds will be spent, and the time frame of the project. Identify the need, describe how this project meets the need, and the benefit to the community. Use 500 words or less in the space below.

In order to maintain transparency with our residents and business community should another pandemic or similar situation arise we desire to update the Township's technology. We wish to purchase and supply the five person Board of Supervisors, Township Secretary, Township Treasurer and Township Manager with Microsoft Surface Pro 7's with Microsoft 365 capability. This will allow the board and essential office staff to operate remotely and conduct public meetings remotely.

Additionally, we desire to retrofit our meeting room to allow for video broadcasting of our meetings. That will require cameras, mounts, controller and various wiring to make it happen.

2. Project Budget, Budget Narrative and Attachments

Use the space below to provide the budget narrative. Please complete and attach the COVID-19 County Relief Block Grant Sources and Uses Budget spreadsheet (separate Excel document). Your written narrative should be concise and fully explain each budget line item relative to the project.

The project consists of \$15,188 in new purchases with Township staff doing the wiring and connectivity of Surface Pros and the new camera/video system for live broadcasting of meetings.

3. Required Attachments:

- ☐ Attach a project time line tracking key activities and dates of the project and outcomes.
- ☒ Attach copies of the organization's previous year's audited or accountant-prepared financial statements.
- ☒ Attach a brief description of your organization including the mission statement, population served, accomplishments and any other relevant information.
- ☒ Attach the COVID-19 County Relief Block Grant Program Sources and Uses budget spreadsheet.

Certifications and Official Authorization

I, John N. Diacogiannis, hereby certify that all parts of this application and all required attached documents are accurate to the best of my knowledge. I also certify that:

- ☒ I understand all grant funding is provided through the CARES Act of 2020 (Act 24 of 2020) by means of block grants for counties in the Commonwealth through the Pennsylvania Department of Community and Economic Development. Therefore, all projects must comply with applicable PA laws with regard to grant funding. This includes competitive procurement practices.
- ☒ If selected to receive COVID-19 County Relief Block Grant Program funds, the project will be operated in accordance with all applicable laws and regulations.
- ☒ I have read this Application and Program Guidelines in its entirety.
- ☒ I am authorized by the organization identified within to submit this application.
- ☒ By submitting this application, our organization agrees to reimburse the County of Northampton for any expenditures paid by the County that are determined by NC DCED to be ineligible under the COVID-19 County Relief Block Grant guidelines.


Signature of Chief Official

08/07/2020
Date

John N. Diacogiannis
Print or type name

Chairman
Title

Application Procedures:

1. Please register on our CRM system if you have not previously done so (<https://web.northamptoncounty.org/DCEDForms/views/Login.html>). Click on "Register". You only need to register one time. You will receive an email within 48 hours confirming your registration.
2. Visit the County website to download required documents (application, budget spreadsheet, program guidelines at (<https://www.northamptoncounty.org/CMTYECDV/Pages/Apply-for-Funding.aspx>).
3. Once all documents are filled out completely, return to the CRM website and log in.
4. Choose "Apply for Funding".
5. Fill in all required information.
6. Click "Browse" under Attachments and upload all required documents.
7. When all documents are uploaded, click on Submit.
8. You will receive a confirmation email containing your Application ID number.

The deadline for submitting a full application is Friday, August 7, 2020 @ 4:00 P.M

**COVID-19 County Relief Block Grant
Sources and Uses
Budget Spreadsheet**

Date: 8/13/2020
Project Name: Technology Update
Applicant: Hanover Township
Total Project Cost: \$17,187.95

Project Manager: Elizabeth Ritter
Phone: 610.866.1140, 223
E-Mail: britter@hanovertn-nt.org
Total Grant Requested: \$15,187.95

Funding Source	COVID-19 County Relief Block Grant	Township Staff	(Insert Funding Source)	(Insert Funding Source)	(Insert Funding Source)	(Insert Funding Source)	Total
Funding Type	County						
Acquisition							
Land							\$ -
Buildings							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Construction							
New Construction							\$ -
Rehabilitation/Renovation							\$ -
Leasehold Improvements							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Infrastructure/Street Repairs							
Roads/Streets							\$ -
Parking							\$ -
Water/Sewer							\$ -
Utilities							\$ -
Demolition							\$ -
Excavation/Grading							\$ -
Environmental Clean-up							\$ -
Other Public Capital Improvement i.e Parks							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Major Equipment/Equipment							
New Equipment Purchase	\$ 15,188						\$ 15,188
Used equipment Purchase							\$ -
Upgrade Existing							\$ -
Installation/building Modification		\$ 2,000					\$ 2,000
Vehicles							\$ -
Subtotal	\$ 15,188	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 17,188
Working Capital							
Working Capital							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs							
Salary/Fringe Benefits							\$ -
Training/Technical Assistance							\$ -
Consumable Supplies							\$ -
Travel							\$ -
Promotion							\$ -
Office Equipment							\$ -
Rent							\$ -
Utilities							\$ -
Audit							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs							
Professional Services/Consultants							\$ -
Engineering							\$ -
Inspections							\$ -
Fees							\$ -
Insurance							\$ -
Environmental Assessment							\$ -
Legal Costs							\$ -
Closing costs							\$ -
Contingencies							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals	\$ 15,188	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 17,188

	Quantity	Cost	Total
Microsoft Surface Pro 7 – 12.3" Touch-Screen			
- 10th Gen Intel Core i7-16GB Memory - 256GB Solid State Drive			
Microsoft 365	7	1,495.00	10,465.00
Avipas AV-1071 HDMI PTZ Video Camera with 12x Optical Zoom & Live IP Streaming	7	149.00	1,043.00
AVIPAS AV-3106 3D Joystick Keyboard Controller for Avipas HD P/T/Z Cameras	3	720.00	2,160.00
AVIPAS AV-C330 Ceiling Mount for Select Avipas PTZ Cameras	1	380.00	380.00
Avipas AV-W70 Wall mounting rack for AV-1070 & AV-1071 PTZ Cameras	2	60.00	120.00
KanexPro CBL-HT8181HDMI Active High Speed HDMI Cable CL3 Rated - 50 Foot	2	60.00	120.00
Misc. Supplies	5	79.95	399.95
Labor		500.00	500.00
			2,000.00
			17,187.95

HANOVER TOWNSHIP

Time line: Have everything installed and operational ASAP.
Absolute deadline: 12/31/2020

Purchases: Grant Award

EXHIBIT B

MONITORING DOCUMENTATION & ASSURANCES

**Contract Clauses Required for All
CDBG
Professional Services Contracts (Architects, Engineers,
Consultants)**

This contract and the work it will carry out is being funded in whole or in part with funding from the U.S. Department of Housing and Urban Development through the County of Northampton Department of Community & Economic Development CDBG program.

1. Access to Records and Retention of Records

The CDBG recipient, Northampton County Department of Community & Economic Development, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for three years after the recipient makes final payments and all other pending matters are closed.

2. Section 3 of the Housing and Community Development Act (Applicable to contracts/ subcontracts of \$100,000 or more when the recipient received a total of \$200,000 or more in federal funding.)

In hiring or soliciting businesses for goods, services or other types of work, consideration must first be given to local residents and firms. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 170(1)(u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income persons residing in the project's City and County, and contracts for work in connection with the project be awarded to eligible business concerns which are located, or owned in substantial part by persons residing, in the project City and County.

3. Emerging-Small (ESB), Minority-owned (MBE) and Women-owned (WBE) Business

Enterprises (Applicable to contracts/subcontracts of \$25,000 or more in federal funding.)

Affirmative steps must be taken to assure that small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Include any such qualified firms on solicitation lists.
- b. Assure that such firms are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through subcontracting.
- d. Where possible, establish delivery schedules which will encourage such participation.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority, Women and Emerging Small Business (State of Oregon) and other sources when appropriate.

4. Prohibition on the Use of Federal Funds for Lobbying *(Applicable to contracts/subcontracts of \$100,000 or more in federal funding.)*

The contractor hereby certifies that:

a. No federal funds have been paid or will be paid, by or on behalf of the APPLICANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. b. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the local government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

EXHIBIT B

NORTHAMPTON COUNTY MONITORING

The purpose of this document is to define the duties and responsibilities of the County of Northampton and the Recipient(s) in carrying out projects under any Community Development Block Grant Program or CARES ACT Program (CDBG). A Sub-Recipient(s) may be any appropriate organization that receives CDBG funds from the County of Northampton under an Agreement and is assigned responsibility for project and/or contact information.

The administration of a CDBG funded project represents a dual responsibility of both the County and the Sub-Recipient(s). The County of Northampton acts as the grantee recipient of CDBG funds, from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program. These are legally imposed upon the County through grant funding issued by HUD.

Once projects are identified, the County may allocate CDBG funds to Sub-Recipients for such activities such as they prevent, prepare for and respond to Covid-19. Some of these activities may include capital improvements, planning, housing activities, and support to non-profit organizations, in allocating these funds to a Recipient, the County advises its sub-recipients that requests for payment will only be honored when file documentation has been received by the Department of Community & Economic Development (DCED), that supports the expenditure of CDBG funds. In this manner, the recipient(s) is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a Sub-Recipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as the Sub-Recipient Agreement.

In most cases, the Sub-Recipient Agreement authorizes the recipient to contract for CDBG funded activities. The role of the County is to provide on-going direction, advice and assistance to the Sub-Recipient in meeting and/or carrying out the requirements of the Agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Sub-Recipient Agreement.

SUB-RECIPIENT MONITORING

Monitoring will be conducted as follows:

Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.

On a monthly basis or upon request for reimbursement, Sub-Recipients shall submit the following information:

- a. Time records indicating payroll costs
- b. Invoices for expenditures approved by sub-recipient
- c. Capital projects will require contractor payrolls for Davis-Bacon verification. County may conduct field monitoring.
- d. Program income, if any

The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment. At least one (1) time each year, a formal monitoring evaluation will be conducted of non-profit organizations receiving CDBG funding. The timing of the formal monitoring evaluation will be designed to meet any HUD performance reporting requirements.

RECIPIENT MONITORING SCHEDULE

Current	Twice a Year	Year Report on Activities
County conducts desk audits on sub-recipient data collection on individuals served. County provides field monitoring on Davis Bacon wage compliance	Sub-Recipient completes semiannual reporting. Reporting is due on each project: October/30 and on April 30.	County completes annual CDBG Grantee Performance Reports; submits to HUD

Upon completion of the annual monitoring evaluation, the County will make a determination as the overall capacity of the Sub-Recipient. The determination will be based on the following criteria:

- a. Progress toward achievement of assignment
- b. Compliance with program requirements, expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
- c. Staffing adequacy and quality of performance
- d. Adjustments necessary (if any) to the assignment adequacy of record keeping for grantor monitoring and audit purposes.

The County shall determine if more frequent formal monitoring is required.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1965, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 108(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED



October 5th, 2020

Hanover Township
Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017

RE: Hanover Senior Living Improvement Permit Extension

To Whom It May Concern:

Columbia Wegman Hanover, LLC requests Hanover Township grant an extension of all improvement permits for the Hanover Senior Living project located at 4700 Bath Pike, Bethlehem, PA 18017. We request a new expiration date of July 1st, 2022 to complete all improvements due to impacts related to the COVID pandemic.

Respectfully,

DocuSigned by:
Brit Funk
FCFED00DABCB44F...

Brit Funk
Development Manager

Columbia Wegman Hanover, LLC
By: Columbia Pacific Advisors, LLC
Its Manager