

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

WEDNESDAY, JUNE 24, 2026

9:15 a.m. – Conference Room #701, 7th Floor

The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the June 17, 2026 Evening Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:

- a. **EDC Finance Corporation –**
Daniella Tristaino, Portfolio Officer

Resolution No. 33 of 2026: Next Generation Farm Loan with John S. and Malinda F. Lapp

Resolution No. 34 of 2026: Next Generation Farm Loan with Mattilio Farms LLC

Resolution No. 35 of 2026: Next Generation Farm Loan with Daniel S. and Mary L. Smucker

Resolution No. 36 of 2026: Next Generation Farm Loan with Henry F. and Fannie G. Stoltzfus

Resolution No. 37 of 2026: Next Generation Farm Loan with Eli B. and Tina R. Weaver

- b. **Agricultural Preserve Board – Resolution No. 38 of 2026: Agreement of Sale for Conservation Easements**
Matt Knepper, Director
- c. **South Central Transit Authority – Resolution No. 39 of 2026: Local Match for State Funding**
Greg Downing, Executive Director
Keith Boatman, Director of Capital Projects & Planning
- d. **Lancaster County Correctional Facility (LCCF) Financing - Resolution No. 40 of 2026: County Reimbursement of Tax-Exempt Obligations Relating to Prison Project**
Tim Horstmann, Eckert Seamans
- e. **Prison – Approval of the Design Development Phase for Lancaster County Correctional Facility (LCCF)**
Linda Schreiner, Director, Purchasing Department
Cheryl Steberger, Warden, Prison
Bob Devonshire, Director, General Services
- f. **Commissioners' Office – Renewal Agreement with Tenfold**
Amy Campbell, Deputy Chief Clerk

g. Lancaster County Solid Waste Management Authority – Authorization to Sign Department of Environmental Protection (DEP) Form for Lancaster County Solid Waste Management Authority (LCSWMA)

Dan Youngs, Executive Director, LCSWMA

h. Controller’s Office – Resolution No. 41 of 2026: Fiscal Year 2025 Ending General Fund Balance and Transfer to Capital Reserves

Scott Wigglesworth, Controller

6. Business from Guests

7. Adjourn

RESOLUTION NO. 33 OF 2026

**FUNDING THROUGH THE
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$1,311,000.00 for the Next Generation Farm Loan for John S. and Malinda F. Lapp. The Industrial Development Authority financing is in the amount of \$561,000.00. The farm is located at 228 Gibble Hill Road, Quarryville, Bart Township Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

BE IT FURTHER RESOLVED that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

ADOPTED this ___ day of June 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Ray D’Agostino, Chairman

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

**Penn Township Lancaster County
Industrial Development Authority**

Board Members

Thomas Kifolo,
Chairman

Seth Obetz, Treasurer

Mark Hiester,
Assistant Secretary

Jennifer Tulonen,
Secretary / Assistant
Treasurer

Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

Robert Brubaker,
Board Member

Richard Landis,
Board Member

PROJECT

John S. and Malinda F. Lapp

Next Generation Farm Loan

Project Description: John S. and Malinda F. Lapp will purchase a farm of approximately 74-acres from their parents, Benjamin S. and Elizabeth E. King. The farm is located at 228 Gibble Hill Road, Quarryville, Bart Township, Lancaster County, PA. The farm has a dairy operation marketed to Dairy Farmers of America. Crops grown on the farm are corn and alfalfa for feed along with tobacco that is contracted with Lancaster Leaf Tobacco Company. The farm is being sold to John and Malinda for \$1,311,000 which includes \$11,000 for closing costs. The NGFLP program will be funding \$561,000 of the total, with Farm Service Agency funding \$550,000, and the sellers financing the remainder. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$1,311,000

Amount of IDA Financing: \$561,000 (NGFL)

Location of Project: 228 Gibble Hill Road, Quarryville. PA

Is Farm Preserved: Yes No X

Bank: Bank of Bird-in-Hand, Jared Eckardt

Timeline: The Lapps plan to close this loan by the end of August 2026.

RESOLUTION NO. 34 OF 2026

**FUNDING THROUGH THE
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$2,250,000.00 for the Next Generation Farm Loan for Mattilio Farms LLC. The Industrial Development Authority financing is in the amount of \$682,000.00. The farm is located at 2089 Robert Fulton Highway, Peach Bottom, Fulton Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

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Ray D’Agostino, Chairman

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Township Manager

Sean B. Frederick, Esq.,
Solicitor

Robert Brubaker,
Board Member

Richard Landis,
Board Member

PROJECT

Mattilio Farms LLC

Next Generation Farm Loan

Project Description: Mattilio Farms LLC, a Pennsylvania Limited Liability Company that is owned equally by members Dominic S., Amanda M., and Victor G. Mattilio at 33.33%, will purchase a farm of approximately 23.5-acres from unrelated parties, Nelson R. and Norene N. Burkholder. The farm is located at 2089 Robert Fulton Highway, Peach Bottom, Fulton Township, Lancaster County, PA. The real estate will be owned by the real estate holding entity, Peach Bottom Farms LLC, which is also owned equally by members Dominic S., Amanda M., and Victor G. Mattilio at 33.33%. The farm has a small beef operation. They also have a broiler operation that is contracted with Tyson. Crops grown on the farm are corn and soybean for feed. The farm is being sold to Mattilio Farms LLC for \$2,250,000. The NGFLP program will be funding \$682,000 of the total, Ephrata National Bank financing \$968,000, and the remaining \$600,000 financed by Farm Service Agency.

Project Cost: \$2,250,000

Amount of IDA Financing: \$682,000 (NGFL)

Location of Project: 2089 Robert Fulton Highway, Peach Bottom, PA

Is Farm Preserved: Yes No X

Bank: Ephrata National Bank, Ethan Crane

Timeline: Mattilio Farms LLC plans to close this loan by the end of August 2026.

RESOLUTION NO. 35 OF 2026

**FUNDING THROUGH THE
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$1,600,000.00 for the Next Generation Farm Loan for Daniel S. and Mary L. Smucker. The Industrial Development Authority financing is in the amount of \$682,000.00. The farm is located at 4240 Red Well Drive, Gordonville, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

BE IT FURTHER RESOLVED that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

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ATTEST:

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Ray D’Agostino, Chairman

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

**Penn Township Lancaster County
Industrial Development Authority**

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Seth Obetz, Treasurer

Mark Hiester,
Assistant Secretary

Jennifer Tulonen,
Secretary / Assistant
Treasurer

Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

Robert Brubaker,
Board Member

Richard Landis,
Board Member

PROJECT

Daniel S. and Mary L. Smucker

Next Generation Farm Loan

Project Description: Daniel S. and Mary L. Smucker will purchase a farm of approximately 83-acres from their parents, John F. and Rachel S. Smucker. The farm is located at 4240 Red Well Drive, Gordonville, Leacock Township, Lancaster County, PA. Crops grown on the farm are corn and alfalfa for feed along with tobacco that is contracted with Lancaster Leaf Tobacco Company. The farm is being sold to Daniel and Mary for \$1,600,000. The NGFLP program will be funding \$682,000 of the total with Farm Service Agency financing \$600,000, \$200,000 in seller financing, and the remainder coming from borrower equity. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$1,600,000

Amount of IDA Financing: \$682,000 (NGFL)

Location of Project: 4240 Red Well Drive, Gordonville, PA

Is Farm Preserved: Yes No X

Bank: Univest Bank, Randy Ringler

Timeline: The Smuckers plan to close this loan by the end of August 2026.

RESOLUTION NO. 36 OF 2026

**FUNDING THROUGH THE
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$1,100,000.00 for the Next Generation Farm Loan for Henry F. and Fannie G. Stoltzfus, The Industrial Development Authority financing is in the amount of \$350,000.00. The farm is located at 234 Bartville Road, Kirkwood, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

BE IT FURTHER RESOLVED that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

ADOPTED this ___th day of June 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Ray D’Agostino, Chairman

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

RESOLUTION NO. 37 OF 2026

**FUNDING THROUGH THE
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$600,000.00 for the Next Generation Farm Loan for Eli B. and Tina R. Weaver. The Industrial Development Authority financing is in the amount of \$600,000.00. The farm is located at 364 North Maple Avenue, Leola, West Earl Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

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ADOPTED this ___th day of June 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Ray D’Agostino, Chairman

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

**Penn Township Lancaster County
Industrial Development Authority**

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Township Manager

Sean B. Frederick, Esq.,
Solicitor

Robert Brubaker,
Board Member

Richard Landis,
Board Member

PROJECT

Eli B. and Tina R. Weaver

Next Generation Farm Loan

Project Description: Eli B. and Tina R. Weaver will purchase a farm of approximately 54-acres from their parents, Eli N. and Eunice W. Weaver. The farm is located at 364 N. Maple Avenue, Leola, West Earl Township, Lancaster County, PA. The farm has a seed operation. Crops grown on the farm are hay, alfalfa, and grass. The farm is being sold to Eli and Tina for \$600,000 and will be financed in whole by the NGFLP program. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$600,000

Amount of IDA Financing: \$600,000 (NGFL)

Location of Project: 364 N. Maple Ave., Leola, PA

Is Farm Preserved: Yes No X

Bank: Univest Bank, Nathan Hoover

Timeline: The Weavers plan to close this loan by the end of August 2026

RESOLUTION NO. 38 of 2026

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to enter into Agreements of Sale for Agricultural Conservation Easements with the following property owners:

<u>Name/Township</u>	<u>Type of Easement</u>	<u>County Share</u>	<u>State Share</u>
Dwight Martin and Ashley Martin 2025-008 East Donegal Township	Perpetual	\$0.00	\$164,400.00

The Commissioners certify that the Dwight Martin and Ashley Martin farm, consisting of 43.32 acres, 41.10 of which is proposed for preservation, is located in the Agricultural Security Area of East Donegal Township.

<u>Name/Township</u>	<u>Type of Easement</u>	<u>County Share</u>	<u>State Share</u>
Smuckerland, LLC 2015-027 Upper Leacock and East Lampeter Townships	Perpetual	\$0.00	\$134,472.96

The Commissioners certify that the Smuckerland, LLC., farm, consisting of 43.06 acres, 38.91 of which is proposed for preservation, is located in the Agricultural Security Area of Upper Leacock Township (with consent of East Lampeter Township).

ADOPTED this ___ day of June 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST, to each:

Ray D’Agostino, Chairman

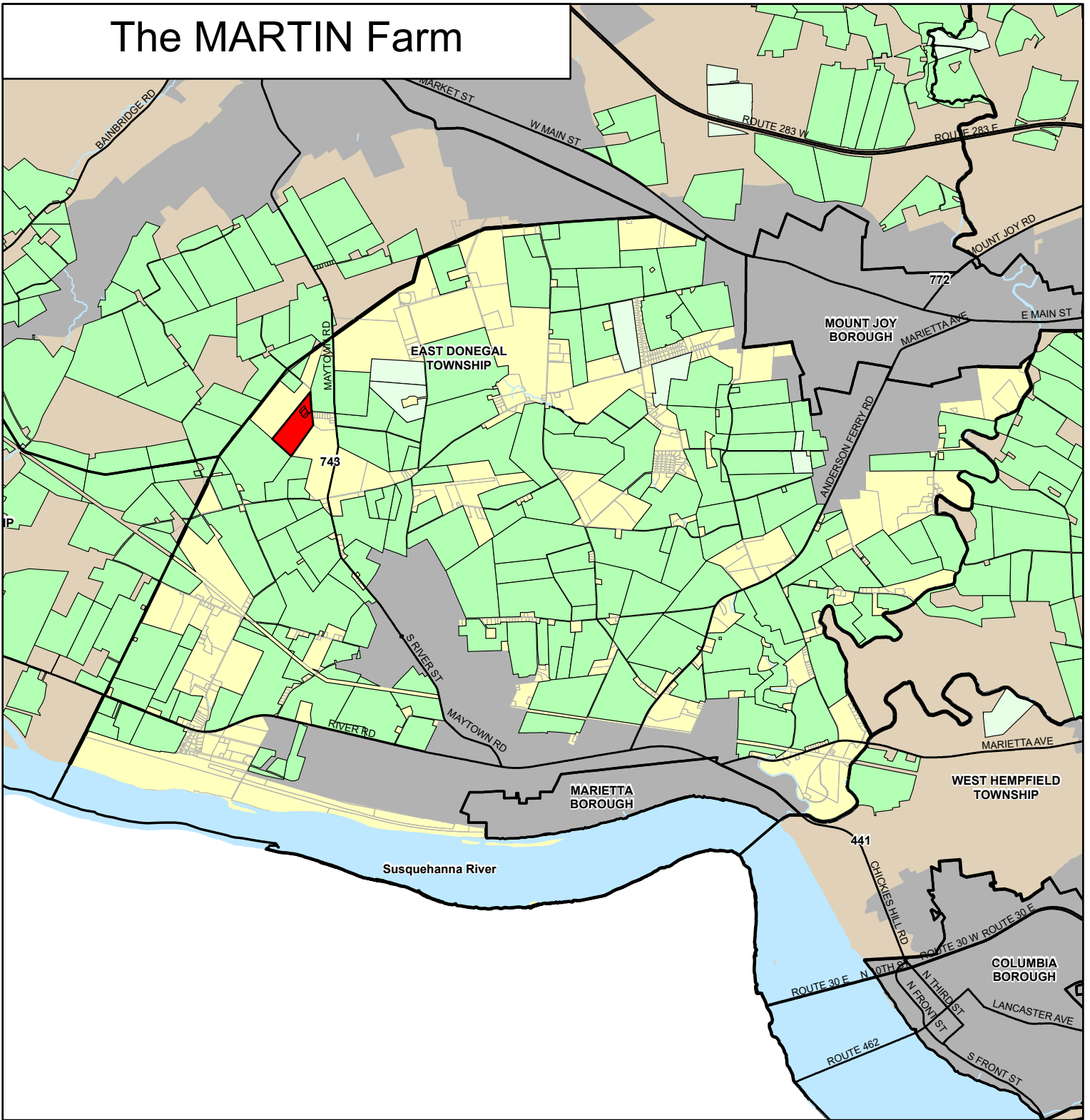
Lawrence M. George
Administrator/Chief Clerk
County of Lancaster, PA

Joshua G. Parsons, Vice Chairman







Alice Yoder, Commissioner

Board of Commissioners,
Lancaster County, Pennsylvania

The MARTIN Farm



Features

- | | |
|--|--|
|  MARTIN Farm |  Exclusion |
|  Easements |  Major Road |
|  Applications |  Minor Road |
|  Water Feature |  Parcel |
|  Urban Growth Boundary |  Selected Municipality |
|  Village Growth Boundary |  Surrounding Municipalities |



0 0.275 0.55 1.1
Miles

The MARTIN Farm
150-10051-0-0000
East Donegal Township
2025-008 monitoring 2026

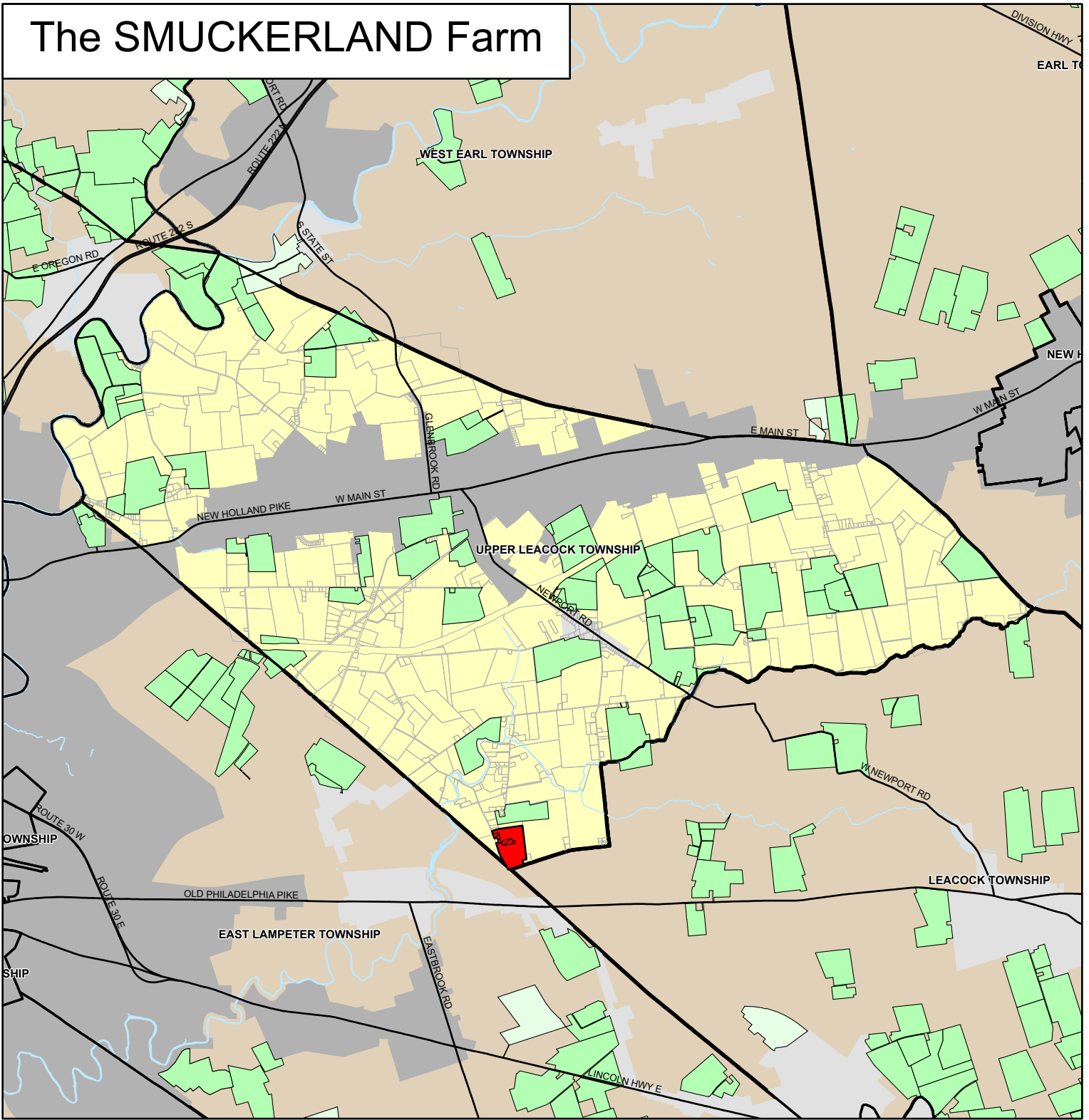
Farmland information furnished to the Lancaster County Agricultural Preserve Board, and contained in this data, was obtained from sources considered reliable and believed to be accurate. However, this information is not warranted, and no responsibility for the accuracy of this information is assumed by the Lancaster Agricultural Preserve Board or the Lancaster County Geographic Information Systems Department.

Produced by:
 Baer Kevin
 June 10, 2026



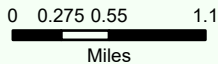
Lancaster County

The SMUCKERLAND Farm



Features

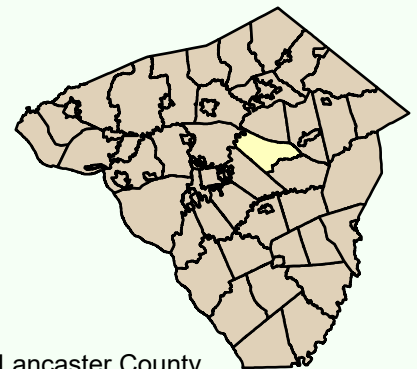
-  SMUCKERLAND Farm
-  Exclusion
-  Easements
-  Major Road
-  Applications
-  Minor Road
-  Water Feature
-  Parcel
-  Urban Growth Boundary
-  Selected Municipality
-  Village Growth Boundary
-  Surrounding Municipalities



The SMUCKERLAND Farm
360-69438-0-0000
Upper Leacock Township
2015-027 monitoring 2026

Farmland information furnished to the Lancaster County Agricultural Preserve Board, and contained in this data, was obtained from sources considered reliable and believed to be accurate. However, this information is not warranted, and no responsibility for the accuracy of this information is assumed by the Lancaster Agricultural Preserve Board or the Lancaster County Geographic Information Systems Department.

Produced by:
 Baer Kevin
 June 10, 2026



Lancaster County

RESOLUTION NO. 39 OF 2026

**RESOLUTION CERTIFYING PROVISION OF LOCAL MATCH
FOR STATE OPERATING ASSISTANCE**

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, The Lancaster County Board of Commissioners resolves and certifies that it will provide the South Central Transit Authority local operating financial assistance of \$602,323.00 to match state funds provided pursuant to 74 Pa. C.S. Section 1513 in Fiscal Year 2026-2027 of which \$502,470.00 is the local match and \$99,853.00 is for Capital assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER COUNTY BOARD OF COMMISSIONERS that the required amount of local matching funds will be provided no later than the end of the State Fiscal Year, June 30, 2027.

ADOPTED this ___th day of June 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

Ray D'Agostino, Chairman

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Joshua G. Parsons Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, PA



45 Erick Road, Lancaster, PA 17601-3111 ■ Phone: 717—397—5613 Fax: 717—397—4761

April 16, 2026

Commissioner Ray D'Agostino, Chair
Lancaster County Board of Commissioners
Lancaster County Government Center
150 North Queen Street
Lancaster, PA 17603

RE: **SCTA Proposed FY 2026-2027 Capital Budget/FFY 2026 Program of Projects**

Distributed by Email and Mail

Dear Commissioner D'Agostino:

SCTA's proposed FY 2026-27 Capital Budget/FFY 2026 Program of Projects was introduced at the SCTA Board meeting on March 18, 2026. The proposed Program of Projects identifies and describes the projects SCTA plans to advance in the upcoming fiscal year with its federal 5307 and 5339 funds. A copy of the proposed Program of Projects document released to the public is attached for your information. The attached document describes the projects being advanced in Lancaster County.

The proposed Capital Budget/Program of Projects is available for public review and comment. Written comments may be submitted to SCTA, Proposed Program of Projects, 45 Erick Road, Lancaster, PA 17601 or emailed to info@sctapa.com. A public hearing will be held regarding the proposed Program of Projects at 4:00 PM on Monday April 13, 2026 at the SCTA Lancaster Headquarters Office, 45 Erick Road, Lancaster, PA.

Under the provisions of Section 1514(c) of Act 89, PennDOT requires that the local match for SCTA's capital budget must be provided by the local municipality sponsoring the transit authority. As a result of this requirement, the funding breakdown for a typical capital project is 80% Federal, 19.355% PennDOT and 0.645% Local. The Lancaster County local match to support the capital projects described in the attached Program of Projects is \$99,853.00. SCTA plans to submit an July 2026 letter formally requesting the \$99,853.00 be included in the Lancaster County 2027 budget. The July 2026 letter will also identify the funds Lancaster County will be requested to provide as the local match for the operating assistance SCTA receives through PennDOT. This would amount to \$502,470.00 in operating assistance.

This would equate to a Total Capital and Operating assistance of \$602,323.00.

Please contact me at 717.358.1925 or by email at gdowing@sctapa.com if you have any questions or would like to further discuss this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gregory C. Downing", is written over a faint, larger version of the same signature.

Gregory C. Downing
Executive Director

BOARD OF DIRECTORS

Chairman James Schlegel Vice-Chairwoman June Wolf Secretary Gail Landis Treasurer Cheryl Love

Bonnie Glover Joy Ashley Timothy Snyder Jessica Jones Sandra Burke

Executive Director Gregory Downing

Fed 5307

South Central Transit Authority
 Capital Project Funding - Lancaster
 FY 2026-27 (FFY2026 Allocations are Estimated)

Lancaster Projects (Federal - 5307)	FUNDING				State			Local	Notes
	Total Cost	Federal		5310 (State)	1513 OPERATING	1514	1516 CTC		
		Apportion FFY24	CMAQ FFY25, 26, 27						
1. Purchase Fixed Route Buses & Shared-Ride Cutaway Buses									
a. Purchase 7 Buses (2012)(2013)(2015)	\$ 6,000,000.00		\$ 4,800,000.00			1,161,300.00		\$ 38,700.00	Local Match
b. Purchase 1 Bus - FFY26 Section 5339 (2016)	\$ 700,403.00	\$ 560,322.00				\$ 135,563.00		\$ 4,518.00	Local Match
c. Purchase 18 Shared-Ride Cutaway Buses (2022)	\$ 2,914,000.00	\$ 1,747,881.00		\$ 583,319.00					
2. ADA Services	\$ 764,475.00	\$ 611,580.00			\$ 152,895.00				
3. Access to Jobs Program	\$ 300,000.00	\$ 150,000.00			\$ 150,000.00				
4. Public Transportation Agency Safety Plan (.75% of FFY24)	\$ 57,335.00	\$ 45,868.00			\$ 11,467.00				
5. Facilities Rehab, Upgrades and Improvements									
a. Erick Road Acquire Support Equipment Replacements: In-Ground Lift, Gate Operator, Shop Floor, Radio Dispatch System, Lighting System	\$ 900,000.00	\$ 720,000.00				\$ 174,195.00		\$ 5,805.00	Local Match
b. Erick Road Operations Center Facility Rehab/Renov: Shop Breakroom, Admin Office Reception Area, Driver Breakroom/Quiet Room, Dispatch Office/Money Room	\$ 2,650,583.00	\$ 2,120,466.00				\$ 513,020.00		\$ 17,097.00	Local Match
c. Queen St Station: Elevator Controls; Parking Equipment	\$ 425,000.00	\$ 340,000.00				\$ 82,259.00		\$ 2,741.00	Local Match
6. Finance ERP Software	\$ 475,000.00	\$ 380,000.00				\$ 91,936.00		\$ 3,064.00	Local Match
7. Microtransit Service Implementation	\$ 4,330,000.00		\$ 3,464,000.00			\$ 838,072.00		\$ 27,928.00	Local Match
8. Shared Ride Facility Construction	\$ 14,598,629.00				\$ 14,598,629.00				
Total	\$ 34,115,425.00	\$ 6,676,117.00	\$ 8,264,000.00	\$ 583,319.00	\$ 14,912,991.00	\$ 2,996,345.00	\$ 582,800.00	\$ 99,853.00	
		\$ 6,115,795.00	<i>FFY24 5307 Actual</i>						
		\$ 6,765,362.00	<i>FFY25 5307 Actual</i>						
		\$ 6,934,496.00	<i>FFY26 5307 Estimated</i>						

(FFY2024, FFY2025, FFY2026 Allocations)

Lancaster Projects (Federal - 5307)	FUNDING				State			Local	Notes
	Total Cost	Federal		5310 (State)	1513 OP	1514	1516 CTC		
		Apportion FFY24							
Public Transportation Agency Safety Plan	\$ 7,587,409.00	\$ 6,069,927.00				\$ 1,468,543.00		\$ 48,939.00	Local Match
	\$ 57,335.00	\$ 45,868.00			\$ 11,467.00				
Total	\$ 7,644,744.00	\$ 6,115,795.00	\$ -	\$ -	\$ 11,467.00	\$ 1,468,543.00	\$ -	\$ 48,939.00	
		\$ 6,115,795.00	<i>FFY24 5307 Actual</i>						
		\$ 6,115,795.00	<i>Less : FY26-27 Capital Budget</i>						
		\$ -	<i>Unobligated Balance</i>						

Lancaster Projects (Federal - 5307)	FUNDING				State			Local	Notes
	Total Cost	Federal		5310 (State)	1513 OP	1514	1516 CTC		
		Apportion FFY25							
Public Transportation Agency Safety Plan	\$ 8,393,278.00	\$ 6,714,622.00				\$ 1,624,519.00		\$ 54,137.00	Local Match
	\$ 63,425.00	\$ 50,740.00			\$ 12,685.00				
Total	\$ 8,456,703.00	\$ 6,765,362.00	\$ -	\$ -	\$ 12,685.00	\$ 1,624,519.00	\$ -	\$ 54,137.00	
		\$ 6,765,362.00	<i>FFY25 5307 Actual</i>						

<u>Lancaster Projects (Federal - 5307)</u>	Federal				State			Local	Notes
	Total Cost	Apportion FFY26	5310 (State)		1513 OP	1514	1516 CTC		
	\$ 8,603,109.00	\$ 6,882,487.00				\$ 1,665,132.00		\$ 55,490.00	Local Match
Public Transportation Agency Safety Plan	\$ 65,011.00	\$ 52,009.00			\$ 13,002.00				
Total	\$ 8,668,120.00	\$ 6,934,496.00	\$ -	\$ -	\$ 13,002.00	\$ 1,665,132.00	\$ -	\$ 55,490.00	
		\$ 6,934,496.00 FFY26 5307 Estimated							

<u>Projects (State)</u>	Federal				State			Local	Notes
	Total Cost	Apportion FFY	Flex	5310 (State)	1513 OP	1514	1516 CTC		
1. Purchase 13 35Foot Replacement Buses (2012, 2013, 2015) (L)	\$ 2,401,709.00					\$ 2,324,253.00		\$ 77,456.00	Local Match
2. Purchase 18 Shared-Ride Vans (2022) (L)	\$ 1,166,119.00			\$ 583,319.00			\$ 582,800.00		
3. Facility Rehab, Upgrades/Improvements, Acquisitions (L)	\$ 795,117.00					\$ 769,474.00		\$ 25,643.00	Local Match
4. Finance ERP Software (L)	\$ 95,000.00					\$ 91,936.00		\$ 3,064.00	Local Match
Total	\$ 4,457,945.00			\$ 583,319.00	\$ -	\$ 3,185,663.00	\$ 582,800.00	\$ 106,163.00	

Funding:

Federal 5307 Capital	\$ 4,968,347.00
Federal 5307 Operating	\$ 807,448.00
Federal 5339 Capital	\$ 560,322.00
Federal CMAQ Flex	\$ 8,264,000.00
State - Federal 5310 Capital	\$ 583,319.00
State Operating - 1513	\$ 14,912,991.00
State Capital - 1514 Discretionary	\$ 4,159,298.00
State Capital - 1516 CTC	\$ 582,800.00
Local - Capital Reserves	\$ -
Local - Lancaster Match	\$ 99,853.00
Total Capital Budget	\$ 19,217,939.00
Total Capital Budget for Operating	\$ 15,720,439.00

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RESOLUTION NO. 40 OF 2026

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, COMMONWEALTH OF PENNSYLVANIA, EXPRESSING THE COUNTY'S INTENT TO REIMBURSE ITSELF FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE COUNTY FOR CERTAIN EXPENDITURES RELATING TO THE COUNTY CORRECTIONAL FACILITY (PRISON) PROJECT.

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the County of Lancaster, Commonwealth of Pennsylvania (the "County"), is a county of the second class A existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth") and is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa.C.S. § 8001 *et seq.*, as amended and supplemented (the "Debt Act"); and

WHEREAS, the Board of Commissioners of the County has determined that it may be necessary and desirable to provide for the funding, planning, design, purchase, acquisition, and construction of a new county correctional facility, including related appurtenances, suitable fixtures, furnishings, and equipment for governmental use by the County (the "Capital Project"); and

WHEREAS, the County intends to initially finance a portion of the costs and expenses of the Capital Project through the issuance of one or more series of general obligation, nonelectoral debt, in the estimated maximum aggregate principal amount of \$50,000,000 (the "Bonds"), with the interest on all or a portion of such debt intended to be excluded from gross income for federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended and supplemented (the "Code"), and may issue in the future additional general obligation, nonelectoral debt, in such amounts and such series, to pay costs and expenses of the Capital Project as may be determined based on market conditions, cost projections, and availability of funding sources for the Capital Project; and

WHEREAS, the County, prior to the issuance of the Bonds, expects to incur costs and to make capital expenditures for the Capital Project with monies from other available sources, which capital expenditures herein are referred to as the "Original Expenditures"; and

WHEREAS, the County desires to reimburse the Original Expenditures with proceeds of the Bonds; and

WHEREAS, a declaration of intent to so reimburse the Original Expenditures with said proceeds is required by the regulations promulgated under Sections 103 and 141-150 of the Code; and

WHEREAS, the County, in compliance with the Code, desires to so declare its official intention to reimburse Original Expenditures with proceeds of the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Lancaster, Pennsylvania, as follows:

1. The foregoing recitals to this Resolution, and the defined terms therein, are incorporated herein and made a part hereof. It is the intent of the County to undertake the Capital Project by the issuance of the Bonds.

2. The reasonably expected source of funds that will be used to pay the Original Expenditures related to the Capital Project is the County's General Fund, which the County reasonably expects to reimburse from proceeds of the Bonds. All Original Expenditures to be reimbursed will be permitted expenditures under the Code including, but not limited to, capital expenditures or costs of issuance with respect to the Bonds. The Original Expenditures made by the County which are to be reimbursed in accordance with the intent of this Resolution relate to the expenditures deemed reasonably necessary for the Capital Project prior to the Bonds.

3. This Resolution constitutes a declaration of official intent, under the United States Treasury Regulations, 26 C.F.R. §1.150-2, to reimburse the County for expenditures made with respect to eligible costs of the Capital Project. This official intent encompasses payment of Original Expenditures made not more than sixty (60) days prior to the date of adoption of this Resolution and thereafter, for which the County reasonably expects to reimburse itself from proceeds of the Bonds.

4. The general, functional description of the Capital Project set forth in the recitals to this Resolution is incorporated herein.

5. In connection with the Capital Project, to the extent that a specific designation is to be made for each expenditure paid from County funds for which a reimbursement allocation will be made under authority of this Resolution, the appropriate officers of the County shall designate such expenditures and specify the amount of each expenditure.

6. The County shall allocate the proceeds from the Bonds to reimburse an Original Expenditure related to the Capital Project by making the allocation on its books and records maintained with respect to the Bonds. Such allocation shall specifically identify the actual Original Expenditures to be reimbursed. Such allocation shall occur not earlier than the date on which the Original Expenditure is paid and not later than eighteen (18) months after the later of: (a) the date on which the Original Expenditure was paid; or (b) the date on which the Capital Project was placed in service, but in no event more than three (3) years after the Original Expenditure was paid.

7. The proceeds from the Bonds used to reimburse the Original Expenditures related to the Capital Project will not be used for any of the following purposes: (a) within one (1) year of the date of the reimbursement allocation to "refund" another issue of tax-exempt obligations within the meaning of Section 148 of the Code; (b) within one (1) year of the date of the reimbursement allocation to create or increase the balance in a "sinking fund"; (c) within one (1) year of the date of reimbursement allocation to create or increase the balance in a "reserve or replacement fund" within the meaning of the Code with respect to any tax-exempt obligation; and (d) to reimburse any person or entity of the County for any expenditure or any payment with respect to financing an expenditure that was originally paid with proceeds of any tax-exempt obligation.

8. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the County that such remainder shall be and shall remain in force and effect.

9. This Resolution shall become effective immediately, and all resolutions or parts of resolutions inconsistent herewith are expressly repealed.

DULY ADOPTED, by the Board of Commissioners of County of Lancaster, Commonwealth of Pennsylvania, in lawful session assembled, this 24th day of June 2026.

COUNTY OF LANCASTER

ATTEST:

Ray D'Agostino, Chairman

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Joshua G. Parsons, Vice Chairman

(SEAL)

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Lancaster County Prison, to accept and approve the Design Development Phase for the Lancaster County Correctional Facility project as presented to the Board of Commissioners inclusive of the changes voted upon by the Board of Commissioners on June 17, 2026.

This approval authorizes the project team, including the County's design professionals, construction manager, and appropriate County staff, to proceed with the development of Construction Documents and Bid Documents consistent with the approved Design Development scope, project budget, and applicable County procurement and review requirements.

This action is intended to advance the project into the next phase of design and bidding preparation only and does not constitute an authorization to commence bidding or construction. Any future bidding, construction contracts, guaranteed maximum price approvals, or other required project authorizations shall be presented to the Board of Commissioners for separate consideration and approval.

6/24/26

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to approve the following:

Renewal Agreement With:

Tenfold
Lancaster, PA

Purpose:

To provide certain rental assistance services to people with mental health, intellectual and developmental disabilities, as well as fair housing advocacy and education for Lancaster residents and oversight of units designated as low-income tax credit properties.

Amount/Term:

\$105,000.00 for the period July 1, 2026 through June 30, 2027.

Funding:

Human Service Development Funds.

6/24/26



**COUNTY OF LANCASTER, PENNSYLVANIA
SERVICE CONTRACT**

This agreement made this 2 day of **June 2026**, between the **COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA**, and

**Tenfold
308 East King Street
Lancaster, PA 17602**

(hereinafter referred to as "**Contractor**")

Program Name: 811 Rental Assistance Program
Total Contract Amount: \$105,000

WITNESSETH:

WHEREAS, the County of Lancaster, Pennsylvania, as a county organized under the laws of the Commonwealth of Pennsylvania is required to provide certain rental assistance services to people with mental health, intellectual, and developmental disabilities; and

WHEREAS, the County of Lancaster, Pennsylvania designated Human Service Development Funds to provide said services by direct action or by contract arrangement; and

WHEREAS, the above named Contractor is desirous of providing certain services as hereinafter described is desirous of acquiring or purchasing said services on behalf of the County of Lancaster.

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

1. This agreement shall commence on the 1st day of July 2026, and shall extend for a period of 12 months to 30th of June 2027. (This agreement, however, with all terms, conditions and covenants hereof, shall thereafter renew or continue for an additional period of one year and so on from year to year until amended or terminated by either party giving to the other ninety (90) days prior written notice of intention to terminate this agreement as provided in the General Terms and Conditions, attached hereto.)
2. Contractor hereby agrees to furnish the following services for the term of this contract, as set forth and fully described in the attached Attachment B (Contract Provision Sheet), which is attached hereto, incorporated by reference as though fully set forth herein.
3. A) X For the performance and supplying of said services, the Contractor shall receive from the County of Lancaster as compensation the amount set forth in the attached Attachment B (Contract Provision Sheet) which is attached hereto and made a part hereof.
B) X Only units and rates as set forth on the Contract Provision Sheet, attached hereto, and made a part hereof, will be reimbursed.
4. Contractor agrees that all services, supplies, and other matters will be furnished under, and subject to, and in strict compliance with all the general terms and conditions set forth in this agreement, and Attachment B, as well as the special conditions, if any, made a part hereof as though fully set forth herein, and special conditions, if any, attached hereto as Attachment D and/or E.
5. Contractor agrees and understands that this contract is subject to the availability of state and federal funds and that the unavailability thereof shall automatically terminate this agreement and render it void without liability to the County of Lancaster, Pennsylvania.
6. Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original of this agreement.
7. The parties acknowledge that the provisions of the General Terms and Conditions as promulgated and effective May 12, 2021 are part of this contract and are incorporated by reference as though fully set forth herein.
8. The parties acknowledge that the provisions of the below indicated Attachments are part of this contract and are incorporated by reference as though fully set forth herein. All contracts may include Attachment A, B, C, D, and E.

Attachment A - General Terms and Conditions

Attachment B - Contract Provision Sheet (for Financial Terms and Conditions/Cap)

Attachment C - Special Terms & Conditions

Attachment D – Program Description

Attachment E – Contractor Rate/Revenue Sheets

9. Indemnification

The Contractor, its heirs, successors and assigns shall indemnify and hold the County of Lancaster, its Commissioners, officers, employees, representatives, and agents harmless and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature, including reasonable attorney’s fees and costs, which may arise against the County of Lancaster, its Commissioners, officers, employees, representatives and agents arising from or related to its performance, including but not limited to Contractor’s negligence, neglect, intentional acts, malfeasance, or omission, or refusal or failure to perform, such responsibilities, and for breach of any provision, including the terms, conditions, and attachments, of the contract.

10. Liability and Other Insurance

Unless waived in writing by the County, Contractor, at its sole cost and expense, shall maintain: (1) commercial general liability insurance against any claims for bodily injury, death or property damage; (2) workers’ compensation insurance to the extent necessary under applicable law; (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the County may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by Contractor. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance with an AM Best Rating of A- or higher and shall be maintained continuously in full force and effect:

Minimum Insurance Requirements for this County Contract:

General Liability:	\$ 3,000,000	General Aggregate
	\$ 3,000,000	Products Completed Operations
	\$ 1,000,000	Aggregate
	\$ 1,000,000	Personal & Advertising Injury
	\$ 20,000	Each Occurrence
		Medical Expense (any one person)
Auto Liability:	\$ 1,000,000	Combined Single Limit
	\$ 1,000,000	Non-owned Auto
		*Required by amounts will differ case by case
Workers' Compensation:	Statutory	
Employers Liability:	\$ 500,000	Bodily Injury By Accident (Each Accident)
	\$ 500,000	Bodily Injury By Disease (Each Employee)
	\$ 500,000	Bodily Injury By Disease (Policy Limit)
Umbrella Liability:	\$ 2,000,000	

- A. The County requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least 10 calendar days before work is begun. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than 30 days after the effective date of the policy.
- B. Contractor shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Contractor for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Contractor or any employee or agent thereof. This includes, but is not limited to, any breach of any law or regulation governing confidentiality of Protected Health Information (as defined under the Health Insurance Portability and Accountability Act, commonly known as HIPAA), and Personal Information (as defined under all Pennsylvania and Federal Acts or Regulations that pertain to confidentiality). Upon request, Contractor shall furnish the County, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Contractor shall not cancel or reduce any such insurance without the prior written consent of the County. Contractor shall notify the County in writing within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or errors and omissions insurance.
- C. With the exception of the Professional Liability Insurance Policy and Automobile Insurance Policy, each policy and Certificate of Insurance shall contain an endorsement naming the County as an "additional insured," not "named" insured thereunder; and a provision that at least 30 calendar days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage reduced.
- D. If Contractor desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- E. The County reserves the right to review categories and levels of insurance coverage held by Contractor in an on-going program of risk management. Contractor will be notified, in writing, of coverage requirements as determined by this review and the firm agrees to secure such requested coverage.
- F. If Contractor fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.
- G. Contractor shall include all subcontractors as insured under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on their behalf this _____ day of _____.

Shelby Nauman
Chief Executive Officer (Contractor)

BY: County Commissioners

Shelby Nauman, CEO
Printed Name and Title of Signator
(Agency/Contractor)

Chief Clerk or Designee (County)

ATTEST: Chief Clerk

This contract and the above indicated Attachments have been reviewed for content by Chief Clerk.

Reviewed for Form and Legality by:

Jacquelyn Pfursich
Lancaster County Solicitor's Office
150 N. Queen Street, Suite 714
Lancaster PA 17603
Date:

Solicitor approved: Initials JEP Date: 6.11.25 Title: Solicitor

Attachment A
GENERAL TERMS AND CONDITIONS (Revised 04/2022)
County of Lancaster, Human Services Block Grant

1) REPRESENTATIONS:

- a) Contractor agrees that services shall be provided on premises that constitute an environment conducive to personal dignity, that the health, safety, confidentiality, and social well-being of each consumer will be protected at all times, and that services will be provided in surroundings and under circumstances as close as possible to those which are typical for the general population.
- b) Contractor agrees to provide services directed primarily to enhancing the capacity of persons with mental illness and/or intellectual and/or developmental disabilities to achieve optimum levels of self-care, social competence, economic self-sufficiency, and personal satisfaction. Specifically, Contractor agrees to deliver experiences to all consumers that facilitate development of their physical, intellectual, social, and emotional capabilities to the fullest possible extent and that promote development of skills, habits, and attitudes essential for adaptation to community living.
- c) Contractor agrees that each person served shall be considered capable of additional growth, learning, and development, regardless of progress or lack thereof made to date. Further, Contractor agrees to establish a procedure by which applicants for and recipients of services and/or members of their families may present grievances about the operations of the service program and/or about their treatment by the program and its personnel. Contractor shall advise consumers of their right to a fair hearing by the Chief Clerk.
- d) Contractor agrees to recognize members of a consumer's family as an important and effective system of support available to the consumer by including them in treatment and service planning whenever feasible and ensuring that their questions about the consumer's status are answered whenever such communication is not potentially harmful to the consumer or inconsistent with the demands of confidentiality laws and regulations.
- e) Contractor agrees to furnish services to persons as described in the supporting documentation that is incorporated by reference into this Contract. Material changes to the supporting documentation such as changes in staffing pattern, facilities, etc. may not be made without prior written approval from the County. Staff positions not filled within sixty days, inadequate supervision, and other forms of neglect in the quality of services provided will constitute breaches of Contract and grounds for termination. The supporting documentation is subject to continuing evaluation, revision, and updating during the term of this Contract as judged necessary by the County to assure the quality of services provided.
- f) Contractor agrees to perform a comprehensive review of internal procedures as they may relate to the County's quality assurance program for persons with mental illness and/or developmental disabilities. Contractor further agrees to assist the County and to join in a comprehensive effort to assure that high-quality services are delivered to persons with mental illness and/or developmental disabilities. This agreement includes a comprehensive evaluation of Contractor's own quality assurance procedures and their responsiveness to the County's quality assurance policy, as well as participation in the design and implementation of a county-wide system to effectively assess and optimize the quality of services delivered to persons with mental illness and/or developmental disabilities.
- g) Contractor agrees, at all times during the period services are delivered, to comply with policies and procedures set forth by the County of Lancaster (the "County"). Such policies and procedures include, but are not limited to, occupancy/vacancy policies, unusual incident reporting procedures, admission/discharge procedures, grievance procedures, case management procedures, and billing procedures.
- h) All notices, informational pamphlets, press releases, research reports, and similar public notices prepared and released by the Contractor shall include the following statement: "This project is funded in part under a contract County of Lancaster."

2) LAWS:

- a) Contractor agrees, at all times during the period services are delivered, to comply with the provisions of the Mental Health and Intellectual Disability Act of 1966 and all regulations and policy bulletins promulgated by agencies of state and federal government legally authorized to regulate implementation of programs authorized under the Act. In addition, Contractor agrees that, at all times during its operations, it shall follow all provisions of Act 33, the Child Protective Services Law, as amended, 23 Pa.C.S.A. § 6301 , et seq., and shall follow all rules and regulations of the Department of Human Services adopted under authority of said law as amended from time to time. The Contractor also agrees to comply with all requirements of the 'Drug Free Workplace Act of 1988'.
- b) The Contractor is responsible for its compliance with all applicable laws and regulations pertaining to this Contract. In the event an audit or compliance review by any federal, state, or other authority reveals any instances of noncompliance that results in penalties or payment reductions, the County shall be held harmless by Contractor for any such penalties or reductions, and Contractor hereby indemnifies County against any such penalties or payment reductions in accordance

with the provisions of Item 16 herein.

- c) Contractor will comply with all applicable federal, state, and county fiscal regulations and Contract requirements. These include, but are not limited to, The Code of Federal Regulations Title 45; the Uniform Guidance; 2 CFR Part 200 (Single Audit) as amended, the US Office of Management and Budget's Government Auditing Standards, Audits of States, Local Government and Non-Profit Organizations as amended, 2 CFR, Part 225, Cost Principles for State, Local and Indian Tribal Governments as amended, 2 CFR, Part 220, Cost Principles for Educational Institutions as amended, 2 CFR, Part 230, Cost Principles for Nonprofit Organizations as amended, 2 CFR, Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as amended, Title 55, Chapter 4300 of the Pennsylvania Code as amended, SAB-98-01 Pennsylvania Department of Public Welfare's Single Audit Bulletin, as amended, and the Pennsylvania Department of Human Services Single Audit Compliance Supplement, as amended.
- d) Contractor shall not utilize criteria or procedures in administering the Contract which have the effect of subjecting individuals or categories of individuals to discrimination or substantially impairing the accomplishment of the objectives of the Program due to an individual recipient's race, religion, national origin, age, sex, physical or mental disability, or other status protected by law. Contractor shall not, on the basis of race, religion, national origin, age, sex, physical or mental disability, or other status protected by law;
 - i. Deny any individual or category of individuals any service or other benefits provided under the program;
 - ii. Provide any services or other benefits to an individual or category of individuals that are different or in a different manner from that provided to other consumers of the program;
 - iii. Subject an individual to segregation in any manner; or
 - iv. Treat an individual differently from others when determining eligibility or other requirements or conditions which individuals must meet to receive any benefits provided under the Contract.
- e) Contractor shall not discriminate against employee, applicant for employment, independent provider, or any other person because of race, religion, national origin, age, sex, physical or mental disability, or other status protected by law. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notices setting forth the provisions of this nondiscrimination clause. In addition, Contractor shall state in advertisements or requests for employment placed on its behalf that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, age, sex, physical or mental disability, or other status protected by law.
- f) In the event that two or more regulatory documents within the scope of this contract are contrary to one another, the following priority of documents will govern the contract:
 - i. Federal laws and regulations;
 - ii. State laws and regulations;
 - iii. Contractual terms (or the most current amendment, if applicable);
 - iv. Letters, e-mails, and other clarification of terms and conditions.

3) COMPENSATION:

- a) Contractor specifically acknowledges that the County, on occasion, authorizes services in excess of Contract amount because, historically, some of the consumers for whom services have been authorized choose not to receive service. Contractor further acknowledges and agrees that:
 - i. Regardless of the services authorized, the County shall only be responsible to pay for or reimburse services up to the Contract amount;
 - ii. Contractor is solely responsible for determining whether services provided have exceeded the Contract amount;
 - iii. Contractor shall be responsible for all services exceeding the Contract amount; and
- b) The Contract, including the Contract amount, can only be changed in writing with the mutual agreement of the parties. The parties acknowledge that at times, the County has paid, and may in the future pay, for services in excess of the Contract amount. Contractor agrees, however, that such practice by the County is strictly voluntary and does not establish a precedent or bind the County to pay for services in excess of the Contract amount absent a written modification of the Contract.
- c) The Contractor agrees to reimburse the County for any overpayments resulting for reasons, including, but not limited to, errors, Contract limitations, actual or audited cost adjustments, allowable cost standards, additional room and board or third-party collections, unapproved budget modifications in excess of \$5,000, retention in excess of Contract limits, etc. All such reimbursements will be due within thirty days of notification from the County. Alternatively, the County may authorize the withholding of amounts to be reimbursed from subsequent payments owed to the Contractor under this or any other Contract with the County with simultaneous notification of such withholding made to the Contractor.
- d) Any Contractor that has funds designated for its benefit or has the ability to control the designation of funds directly or indirectly for its benefit by another legal entity must disclose the existence of such resources to the County when negotiating Contract budgets. Any expenses incurred by a related but separate entity may not be charged to this Contract, regardless of any underlying direct or indirect financial benefit to the Contractor. Failure to disclose said resources may

be grounds for Contract termination.

- e) If the services that the Contractor delivers are eligible for retained revenue pursuant to Title 55, Chapter 4300 of the Pennsylvania Code, special terms and conditions will apply (see attached Special Terms & Conditions or Contractor Specific Terms & Conditions, if applicable).
- f) Contractor certifies that any use of additional federal funds will result in commensurate program expansion.
- g) Contractor acknowledges payments are contingent upon the county's receipt of funds specific to this contract.

4) AUDIT REQUIREMENTS:

- a) Audit requirements for all Contractors classified by the County as sub-recipients (including Nonprofit and For-Profit) are as follows:
 - i. Contractors who expend more than \$750,000 in federal and state funds must have an independent audit of their financial statement conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), also known as the Yellow Book, see section 1.22a. These Contractors are required to submit a complete set of financial statements, including notes and SAS-114 and SAS 115 letters thereto, prepared in accordance with Generally Accepted Accounting Principles (GAAP) as of the Contractor's fiscal year end. In instances where Contractors expend \$750,000 or more in federal funds, they are subject to OMB Uniform Guidance 2 CFR Part 200 (Single Audit) and any other federal requirements. The audit will be due within nine months of the Contractor's fiscal year end.
 - ii. Contractors who expend less than \$750,000 in federal and state funds are exempt from audit requirements but are required to maintain auditable records that will be available for review by the County or its designee. The audit will be due within nine months of the Contractor's fiscal year end. If the Contractor is audited for other reasons, a copy should be sent to the Lancaster County Commissioners' Office.
- b) Regardless of the Contractor's fiscal year, the audit, if required, will include supplemental information isolating County revenues and expenses on a June 30th fiscal year.
- c) Contractor's facilities and relevant books and records shall be available for inspection and/or audit in accordance with applicable federal, state and county requirements. Such records shall remain available for inspection and/or audit for a period of five years following the final payment on the Contract.

5) BUDGETING AND RATE NEGOTIATIONS:

- a) The County's Rate Request Form, which is incorporated into its contracts, serves as the Contract budget.
- b) When submitting material for rate negotiations, for new or additional services, or budget revisions for existing programs, Contractor shall submit all information required by the Rate Request Form instructions and any additional information requested by the County for its use in evaluating the request and will become part of the Contract.

- 6) **ASSIGNMENT:** Contractor may not assign any portion of this Contract without the prior written approval of the County. Except for those subcontracts specifically provided for in the Rate Request Form that serves as the budget and is incorporated into this Contract, the Contractor may not enter into any subcontracts without the prior written approval of the County. In any event, assignments and subcontracts will not create obligations for the County beyond those specified in the original Contract. Furthermore, all subcontracts shall specifically name the County as "third party beneficiary" of the subcontract.

- 7) **AMENDMENT:** Amendment or modification of this Contract may be proposed by either party. Such a proposal shall be made at least thirty days prior to such proposed change. Changes proposed shall be negotiated, and written approval shall be obtained from Lancaster County, state, and/or federal granting authorities. Any alteration, modification, or waiver of a provision of this Contract shall be valid only when reduced to writing, duly signed by the parties of the Contract, and attached to the original of the Contract. This Contract and performance of it are subject to review by the appropriate county and state authorities.

8) TERMINATION:

- a) In the event that reimbursement to the County from state and federal sources is not obtained and continued at a level sufficient to allow for the purchase all services contracted, the County may, at its discretion, terminate all or part of this agreement and any outstanding service authorizations, and related reimbursement in amounts consistent with shortfalls in reimbursement from state and federal sources without financial recourse to County.
- b) If Contractor loses accreditation, license to practice or other authorization to legally perform any services under this Contract, the County shall be notified immediately. Loss of legal authority to perform contracted duties is a breach of Contract and will result in the immediate termination of this Contract.
- c) The County may terminate all or any part of this Contract in the event the Contractor fails to perform contracted services, or for noncompliance with any provisions of this Contract or any applicable laws or regulations governing delivery of

services under this Contract. Notice of termination will be in writing. Upon receipt of notification of termination of the agreement, the Contractor will:

- i. Immediately stop work for any part of Contract activities terminated;
 - ii. Place no further orders for material, services or facilities related to the services that have been terminated; and
 - iii. Cancel existing orders related to services that are being terminated.
- d) The County, as of the date of termination, shall at its discretion settle or pay any outstanding claims to suppliers and subcontractors related to the receipt of goods or performance of services occurring prior to the notice of termination. The County shall also identify any outstanding liabilities or claims that are obligations to be satisfied by the Contractor.
- e) In the case of termination of the Contract in whole or in part, the Contractor is not relieved of liability for damages sustained by the County or its consumers. The rights and remedies contained in Sections 2 2(b), 3(c), 6, 7 and 8(a) shall not be exclusive and are in addition to those provided by law, regulation, or other sections of this Contract.
- f) In addition to reasons specified above, the Contract to which these General Terms and Conditions are attached, may be terminated after the initial term by either party, without cause, upon ninety days written notice delivered in person or by certified mail. The initial term of the Contract shall be the term stated on any Contract or any executed renewal or extension thereof.
- 9) **FORCE MAJEURE:** No party to this Contract shall be held responsible for delay or failure to perform when such delay or failure is due to fires, floods, force majeure, legal acts of public authorities, or delays or defaults caused by public carriers which cannot reasonably be foreseen, except that both parties are responsible for implementing existing emergency management policies in such emergencies.
- 10) **FIXED ASSETS:**
- a) The County will participate in a usage payment for fixed assets which were not expensed to the County or paid for with County funds. To claim a depreciation allowance, the following conditions shall be met:
 - i. The straight-line method of depreciation shall be used. The useful life may not be less than the relevant useful life published by the Internal Revenue Service;
 - ii. For the year of acquisition and the year of disposal, the number of months of depreciation may not exceed the number of months that the asset was in service;
 - iii. The method and procedure, including the assigned useful lives, for computing depreciation shall be applied from year-to-year on a consistent basis and may not be changed, even if the depreciated item is purchased as an on-going operation;
 - iv. Assets shall be recorded at cost. Donated assets shall be recorded at the current appraisal value. If an asset is acquired by a trade-in, the cost of the new asset is the sum of the book value of the old asset and cash or issuance of debt as consideration paid;
 - v. A Contractor that previously did not maintain fixed asset records and did not record depreciation in prior years may be reimbursed for straight-line depreciation of the remaining useful life of the asset. The depreciation shall be based on the cost of the asset at the time of original purchase. No depreciation may be taken on an asset that is fully depreciated.
 - b) Income received when disposing of fixed assets, or received by the County in refunds from agencies, shall be used to reduce gross eligible expenditures in determining the amount eligible for County participation. Gains on the sale of assets shall offset the Contractor's total depreciation expense for the last twelve months prior to the date the asset was sold or retired from service. Gains in excess of that amount shall be used to reduce gross eligible expenditures in determining the amount eligible for County Participation.
 - c) Title to fixed assets which are funded by depreciation allowances shall remain with the Contractor. Where the title remains with the Contractor, the fixed asset shall be made available for use in the County program for its useful life. If the Contractor holds title to the asset, it may pledge the asset as collateral for any financing it may incur.
 - d) Title to fixed assets which are expensed to County contracts shall remain with the County. If title remains with the County, Contractor may not sell, leave, donate, or dispose of fixed assets without permission from the appropriate County authority. Upon termination or cancellation of the Contract and within a fixed period determined in that Contract, the County shall at its discretion:
 - i. Retain possession for county use or permit the use of fixed assets by another Contractor of services;
 - ii. Dispose of fixed assets purchased upon obtaining an independent appraisal of the fixed assets; or
 - iii. Allow the contracted agency to purchase the fixed assets upon obtaining an independent appraisal of the fixed assets.
 - e) If the County is required to refund any money to the Department of Human Services that has been used by the Contractor for renovations or improvements to real property, the Contractor shall be liable to County for this amount and shall make an immediate refund of this amount to the County.

- f) Purchases shall be obtained at the lowest practicable cost. Purchases in excess of \$4,000 require two or more quotes or written estimates. In order to be considered for County reimbursement, proposed purchases of fixed assets should be itemized in the worksheets accompanying the County's Rate Request Form.
- g) The Contractor agrees to maintain a fixed asset ledger for all assets procured using County funds.
- h) The Contractor agrees to maintain and administer a program for the maintenance, protection, repair, preservation, and insurance of fixed assets to assure their full availability and usefulness.
- i) The Contractor shall utilize insurance proceeds, or any other form of reimbursement, for the loss, destruction, or damage of fixed assets solely for the repair, renovation, and replacement of such fixed assets and shall credit the proceeds as an income source to be applied against the cost of services rendered. In the event the County, in its sole discretion, determines that the fixed asset is no longer necessary for the rendition of services under the contract, then Contractor shall forward the insurance proceeds or other form of reimbursement to the County or whatever other funding source provided the fixed asset or the funds to purchase the fixed asset to the Contractor.
- j) The Contractor agrees to perform an annual physical inventory by sighting and verifying the inventory listings. Discrepancies shall be documented and kept on file with bid proposals, invoices, and inventory reports, all of which are subject to audit.

11) COLLECTION OF FEES:

Collection of fees for consumers' liability shall be the responsibility of the County and shall be carried out by the Base Service unit in accordance with Title 55, Chapter 4305 of the Pennsylvania Code. Other third-party payments including, but not limited to, insurance, room and board, and Medical Assistance payments, shall be the responsibility of the Contractor. The Contractor agrees that Lancaster County HSDF funds are last to be obligated and are used only when the consumer has fully utilized all other third-party payment sources and such resources are not sufficient to cover the lesser of the negotiated per diem rate or actual allowable costs as defined in this Contract. Contractor agrees that it shall pursue all reasonable means of collecting delinquent accounts. Unpaid consumer debts exceeding \$150 shall be turned over to a collection agency if other reasonable means fail, except for the following:

- a) The County reserves the right to change this requirement as it applies to the Base Service Unit; and
- b) If in consultation with case management, it is documented that aggressive collection tactics could nullify the results of care, treatment, service, or other benefits, and where the County has granted a clinical abatement, the Contract cap shall remain unchanged.

12) CONFIDENTIALITY AND RIGHTS IN DATA:

- a) The County and its designees may duplicate, use, and disclose in any manner and for any purpose all data delivered under this Contract not covered by copyright.
- b) The Contractor hereby grants to the County and its designees a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, and dispose of all data now or hereafter covered by copyright; provided that with respect to data not originated in the performance of this or other contracts between the Contractor and the County, such license shall be granted only to the extent that the Contractor has the right to grant such license without becoming liable to others because of such grant.
- c) The Contractor shall not affix any restrictive markings upon any data not covered by copyright and, if such markings are affixed, the County shall have the right at any time to modify, remove, or ignore such markings.
- d) The Contractor acknowledges that the County is subject to the Pennsylvania Right to Know Law and acknowledges that any response to a request for information in accordance with the Right to Know Law is not a breach of this agreement.

13) HIPAA/HITECH:

- a) The Contractor shall ensure, and shall require all agents, business associates, and employees to ensure, that the confidentiality of unique identifiable information and protected health information is maintained, except where disclosure is permitted by law. The Contractor shall comply with all statutes, regulations, and policies of the County concerning retention, protection, and disclosure of consumer records and confidentiality. The Contractor shall be solely responsible for all levels and degrees of compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009. In addition, the Contractor must comply with all Pennsylvania state laws that supersede HIPAA and/or HITECH. The Contractor is responsible to complete the "Declaration by Contractor of Entity Type" annually and return to the County. If such declaration identifies all or part of the Contractor as a "Business Associate" as defined by HIPAA/HITECH, the Contractor must have a current Business Associate Agreement on file with the County. Any costs or fees associated with the development of HIPAA/HITECH compliance shall be the responsibility of the Contractor. Any costs, fees, or fines related to non-compliance with HIPAA/HITECH shall be the sole responsibility of the Contractor and Contractor hereby indemnifies and holds the County harmless against any such costs, fees, or fines, in accordance with the provisions of

Item 16 herein. County confidentiality policies are outlined in the Business Associate Agreement on file with the County and provided to a Contractor who is identified as a "Business Associate" in full or part.

- b) The use or disclosure of any information concerning a consumer for any purpose not connected with the administration of the County's or the Contractor's responsibilities under this Contract is prohibited except on written consent of the consumer, the consumer's attorney, or the consumer's legally responsible parent or guardian. Disclosure of such information shall include the following disclaimer: "This information has been disclosed to you from records whose confidentiality is protected by state and federal laws. Federal regulations prohibit you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information is not sufficient for this purpose."
- 14) **EXPERIMENTATION:** All experimentation with human subjects involving any physical, mental, or emotional risk to those subjects shall be prohibited unless *all* of the following are obtained prior to involvement of the subjects:
 - a) Prior written approval from the Department of Human Services and the County;
 - b) Receipt of informed and voluntary written consent of each individual subject obtained without any form or appearance of coercion; and
 - c) Receipt of informed and voluntary written consent of the subject's parent or legal guardian if the subject is a minor or has been legally declared incapacitated.
 - 15) **STAFF PERSONNEL:** Contractor acknowledges and agrees that it is an independent contractor and, as an independent contractor, the Contractor and its employees are not covered by workers' compensation or unemployment compensation insurance provided by the County to its employees. The Contractor further agrees to provide workers and unemployment compensation coverage to its employees as may be required by law, including the payment of premiums with respect to said coverage. The Contractor further agrees that it is solely responsible for the withholding of any federal, state, or local taxes, Social Security, or other taxes whatsoever for Contractor, its employees, and for subcontractors and their employees.
 - 16) **INDEMNIFICATION:** Contractor, its heirs, personal representatives, successors, and assigns, shall indemnify, save, and hold the County of Lancaster, its Commissioners, officers, employees, representatives, and agents harmless and defend them against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the County of Lancaster, its Commissioners, officers, employees, representatives, and agents from or by reason of this Contract, including but not limited to Contractor's negligence, neglect, intentional acts, malfeasance, misfeasance, omission, refusal or failure to perform, or breach of any provision, term or condition of the Contract.
 - 17) **SUSPENSION AND DEBARMENT:** Contractor hereby certifies, covenants, warrants, and agrees that:
 - a) It is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the Contractor cannot so certify, then it agrees to submit along with the bid/proposal written explanation of why such certification cannot be made;
 - b) If it subcontracts with or employs subcontractors or individuals who are currently suspended or debarred by the Commonwealth or federal government during the term of this Contract or any extension or renewals thereof, the Commonwealth shall have the right to require the Contractor to terminate such subcontracts or employment;
 - c) It shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the Contractor's compliance with terms of this or any other agreement between the Contractor and the Commonwealth which result in the suspension or debarment of the Contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment;
 - d) Contractor may obtain the current list of suspended and debarred Contractors by contacting:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

Telephone No.: (717) 783-6472
Fax No.: (717) 787-9138

18) FRAUD, WASTE AND ABUSE:

- a) Contractor agrees that any waste, fraud, and abuse of any resources belonging to the County of Lancaster (the "County"), including but not limited to, funds and services, will not be tolerated by Contractor or employees or subcontractors of Contractor. The County uses both the Federal and State definitions of waste, fraud, and abuse:
 - i. Waste: Thoughtless, careless expenditure, consumption, mismanagement, use, or squandering of social service resources, including incurring costs because of inefficient or ineffective practices, systems, or controls.
 - ii. Fraud (Commonwealth of Pennsylvania definition): Any intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in an unauthorized benefit to the entity, him/herself, or another responsible person in a managed care setting.
 - iii. Fraud (Federal definition 42 C.F.R. § 455.2): An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. This definition includes any act that constitutes fraud under applicable Federal or State law.
 - iv. Abuse (Commonwealth of Pennsylvania definition): Any practices in a capitated Managed Care Organization (MCO), Primary Care Case Management (PCCM) program, or other managed care setting that are inconsistent with sound fiscal, business, or medical practice and which result in unnecessary cost to the Medical Assistance (MA) Program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards or contractual obligations (including the terms of the Program Standards & Requirements (PSR), contracts, and requirements of state or federal regulations) for health care in the managed care setting. The abuse can be committed by an MCO, Contractor, subcontractor, Contractor, State employee, MA beneficiary, or MA managed care enrollee, among others. It also includes beneficiary practices in a capitated MCO, PCCM program, or other managed care setting that result in unnecessary costs to the MA program or MCO, Contractor, or subcontractor. A Contractor can be described as any individual or entity that receives MA funds in exchange for providing a service (MCO, Contractor, or subcontractor).
 - v. Abuse (Federal definition 42 C.F.R. § 455.2): Contractor practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. This definition includes recipient practices that result in unnecessary cost to the Medicaid program.
- b) The County is prohibited from contracting with Contractors who have been terminated by the Department of Health and Human Services' Office of the Inspector General (HHS-OIG) for fraud and abuse. Accordingly, in compliance with 42 U.S.C. § 1396b(i)(2)(A), (B) and 42 C.F.R. § 1001.1901(b), and other applicable Federal and State statutes and regulations, the County will not participate with any Contractor, service provider, or entity that has been excluded from participation in a Federal health care program. Federal health care programs include, but are not limited to, Medicaid and Medicare. To ensure compliance with these requirements, Contractor agrees to do the following:
 - i) Conduct monthly searches of the following databases for all current employees and subcontractors, and conduct searches of each database at the time of hiring or contracting with all new employees or subcontractors:
 - (1) Pennsylvania Medichex List: A database maintained by the Department of Public Welfare that identifies Contractors, individuals and other entities that are precluded from participation in Pennsylvania's MA Program: <http://www.dhs.pa.gov/publications/medichexsearch/>
 - (2) If an employee's resume indicates that he/she previously worked in another state, Contractor is also required to check that state's individual list. The List of Excluded Individuals/Entities (LEIE) is a database maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program: <https://exclusions.oig.hhs.gov/>
 - (3) System for Award Management (SAM): A worldwide database maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits: <http://www.sam.gov/portal/public/SAM/##11>
 - ii) Notify the County immediately in writing if an employee or subcontractor with whom Contractor has entered into an agreement is subsequently suspended, terminated, or voluntarily withdraws from participation as a result of suspected or confirmed fraud or abuse.
 - iii) Notify the County immediately in writing if Contractor terminates or suspends an employee because of suspected or confirmed fraud or abuse. Notification should include information about the specific underlying conduct that led to the suspension or termination.

- iv) Create and adopt a written procedure that outlines immediate reporting to the proper authorities, including the County, all internal or external suspicion of waste, fraud, or abuse that would encompass any resources provided to Contractor by the County.
- c) Contractor further agrees that the County will not be liable for any waste, fraud, and/or abuse conducted by Contractor or Contractor's subcontractors or employees. The County reserves the right to recover from Contractor all funds or costs of services in cases of substantiated waste, fraud, and/or abuse by Contractor or Contractor's employees or subcontractors. The County can terminate the contract with Contractor if it deems that Contractor willfully conducted fraud and/or abuse, if Contractor neglects to do due diligence to assure that Contractor's employees and/or subcontractors are not engaged in fraud or abuse of the County's resources, or if Contractor fails to comply with any of the requirements set forth in this document.

Attachment C
SPECIAL TERMS & CONDITIONS (Revised 10/2023)
Lancaster County Human Service Development Funds

Program Funded Contractors:

The following applies to the “program funded” service line(s) of the contract:

- Payment will be made upon receipt of a written request (letter or invoice) detailing incurred eligible expenses.
- Requests should be made on a one-time, monthly, quarterly, or semi-annual basis, as specified on the contract provision sheet.
- Requests should be on company/agency letterhead and include: company/agency name and billing address; a reference number (e.g. an invoice number); the service period dates (e.g. PE 03/31/19, or 03/01/19–03/31/19); the contract number; units of service, if applicable; amount requested; and for MH Contractors only, the most recent year-to-date financial report.
- Send the request to the attention of Chief Clerk, Lancaster County Commissioners’ Office.
- To ensure that your company/agency receives all contractual payments due, please make sure your requests are received in a timely manner.
 - Requests should be received no later than 45 days after of the date of service, month end, or quarter end, as specified in the contract
 - Due to state reporting deadlines, requests made 45 days after the end of the fiscal year (approximately mid-August) WILL NOT be processed/paid.

Start-Up Programs or One-Time-Only Purchases:

The following applies to the “start-up” or “one-time-only” portion of the contract:

- Payment will be made upon receipt of a written request (letter or invoice) detailing incurred eligible expenses.
- Request should include: company/agency name and billing address; a reference number (e.g. an invoice number); the service period dates (e.g. PE 03/31/19, or 03/01/19–03/31/19); the contract number; amount requested; and back-up documentation (e.g. budget, quote, or bid information).
- Send the request on your company/agency letterhead to the attention of Chief Clerk, Lancaster County Commissioners’ Office

Contractors Requesting Advances:

- Contractor is authorized to receive an advance in the amount of <amount> for <all services under this contract> or <indicate which ones>.
- In order for the advance to be released for payment, reporting requirements and claim submissions must be current.
- The advance payment will need to be repaid to the County in full by the end of the contract period, or June 30th of the fiscal year, whichever comes first.
- The County will recover the amount of the advance by either:
 - Offsetting the payment of submitted authorized contracted service claims or program funded invoices; or
 - Claim or program funded invoice payments will be offset at a percentage rate that is *at least* fifty (50) percent of the submitted claims/invoices.
 - Repayment directly from the Contractor if those claims/invoices are insufficient to reimburse the County.

Contractors Waived from Audit & Agreed Upon Procedure Requirements:

- Contractor is defined to be a “contractor” (not a “sub-recipient” or “pass-through entity”) to the County as provided in Uniform Guidance 2 CFR Part 200, Audit Clause E – Contractor,

- Accordingly, terms #2c, 3e-f, 4, 5, 10a-d, 10g-j, and 11 of the General Terms and Conditions do not apply.

Contractors Completing the County’s Profit/Loss Statement:

Contractors that receive revenues from THE COUNTY for services are required to complete and submit THE COUNTY Profit/Loss Statement three times a year:

- (a) Report due on January 31st of each year for the period of July through December (6 months) of current fiscal year.
- (b) Report due on April 30th of each year for the period of July through March (9 months) of current fiscal year.
- (c) Report due August 31st of each year for the entire contract period (July 1st through June 30th).

Residential Contractors Billing On A “Net Rate” Basis:

- A financial summary of gross costs to consumers, Contractor collections, and net costs to THE COUNTY is required on a bi-annual basis.
- These reports should be completed on the County “Profit/Loss Statement” template and sent to the attention of the Chief Clerk by January 31st (for PE 12/31) and April 30th (for PE 03/31).

Retained Revenue:

Only contractors of services that are being charged based on a negotiated rate need to adhere to the following guidelines:

- Contractor may retain an amount not to exceed 3.0% of the total gross revenues applicable to this contract.
 - Total gross revenues will be defined as County funds paid or applied against advances, room and board income, third party payments, donations, interest and any other revenue received.
 - Revenue and expenditures will be determined using generally accepted accounting principles as defined in 4300.146(a) of the fiscal regulations.
- The contractor must request the retained revenue clause in their contract negotiation budget packet.
 - Retained revenue may be included in the contract budget as a provision or incentive to operate more efficiently; these are not one-time-only funds.
 - Retained revenue must not be obtained through a reduction in units or quality of service.
- Contractor must complete the County Profit/Loss Statement form for periods ending December 31st, March 31st, and June 30th. This form serves as the back-up documentation for the retained revenue amount.
- Once the June 30th Profit/Loss Statement is completed, Contractor must complete the County “Retained Revenue Approval Form” on company letterhead formally requesting the retained revenue.
- Money otherwise not spent at the end of the fiscal year shall be considered unexpended funds available to the County.

Lobbying Prohibition:

Section 1352 of Public Law (P.L.) 101-121 imposes prohibitions and requirements for disclosure and certification related to lobbying by recipients of Federal contracts, grants (including block grants), cooperative agreements and loans. For grants awarded on or after December 23, 1989, the prospective recipients (and their sub-tier contractors and/or sub-grantees) will be prohibited from using Federal funds (other than profits from a Federal contact) for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition,

for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their sub-tier contractors and/or sub-grantees (this requirement flows to the lowest sub-tier):

- to certify that they have neither used nor will use any appropriated funds for payment to lobbyists;
- to disclose the name, address, payment details, and purpose of any agreements with lobbyist whom recipients or their sub-tier contractors or sub-grantees will pay with profits or non-appropriated funds on or after December 23, 1989;
- to file quarterly updates about the use of lobbyists if material changes occur in their use.

The law establishes civil penalties for noncompliance.

Copies of the certification and/or disclosure forms are included and must be completed and returned to the agency with the signed contract.

Attachment D: Program Description

Program Name: Stabilization, Prevention, and Growth (SPG)

Tenfold seeks to spark the power in all people to achieve equitable housing and financial security. We accomplish this by providing person centered case management and financial coaching to place individuals in housing, support their stability, prevent crises that will lead toward housing displacement and homelessness, while supporting their growth to meet their goals. This occurs through a variety of programs and services that seek to meet people where they are including homeless outreach, rapid rehousing, emergency shelter, transitional housing, permanent supportive housing, education, case management, housing counseling, down payment assistance, eviction prevention, and foreclosure prevention.

HSDF funding will support Tenfold's Barshinger Empowerment Center's work to support Lancaster County residents' Housing Stabilization, Prevention and Growth. Tenfold is a HUD Certified Housing Counseling agency. Services to meet these initiatives include budget counseling, rental housing counseling, mortgage foreclosure prevention counseling, eviction prevention counseling, fair housing consultations, pre-purchase home buyer counseling, post-purchase homebuyer counseling, credit counseling, and group education. Tenfold engages clients through 1:1 counseling sessions as well as group education to create actionable steps towards their goals. Additionally, HUD Counselors support clients in understanding their rights in fair housing and support individuals to file fair housing complaints to HUD and PARC.

Information & Referral and Local Lead Agency Description of Services:

The Local Lead Agency (LLA) Initiative stems from a 2009 agreement between the Department of Human Services (DHS) and the Pennsylvania Housing and Finance Administration (PHFA) which required all counties to appoint an entity that would serve as the local steward ensuring that Low Income Housing Tax Credit (LIHTC) projects comply with a mandate to set aside 5% of residences for the DHS priority group. Other LLA responsibilities included being the central referral source, coordination of supportive services for tenants, and mediation with property managers in case of landlord/tenant disputes. Of note is that this mandate was, and remains, completely unfunded by DHS or the PHFA. Tenfold is the County's Local Lead Agency and over the past year forged Memorandums of Understanding promoting and incentivizing affordable housing with the following entities and agencies: Community Basic Inc., Housing Development Corporation MidAtlantic, Pennsylvania Housing Finance Agency and Landis Community.

Program Goals and Objectives

Program: Stabilization, Prevention, and Growth (SPG)

Enhance Housing Stability for Vulnerable Populations

Objectives:

- Provide individualized housing counseling and financial coaching to at least 300 clients annually.
- Conduct monthly follow-ups with clients for 6 months post-placement to ensure continued stability.

Prevent Housing Displacement and Homelessness

Objectives:

- Deliver prevention counseling to 150 households per year including eviction and foreclosure prevention.
- Facilitate access to emergency financial assistance to clients facing imminent eviction or foreclosure.
- Partner with local landlords and legal aid to resolve 75% of landlord-tenant disputes without displacement.

Promote Financial Growth and Homeownership

Objectives:

- Conduct quarterly group education workshops on budgeting, credit, and homeownership.
- Provide pre-purchase and post-purchase counseling to prospective and current homeowners annually.

Advance Fair Housing and 811 Program Awareness and Advocacy

Objectives:

- Identify and report fair housing violations through education, advocacy, and housing counseling.
- Assist clients in filing fair housing complaints with HUD and PARC annually.
- Administer 811 program wait list for Lancaster

Serve as the Local Lead Agency

Objectives:

- Ensure Compliance with LIHTC 5% Set-Aside Requirements
- Serve as Central Referral and Coordination Hub for residents
- Mediate landlord-tenant disputes
- Provide Memorandum of understanding for LIHTC projects

Attachment E: Program Budget

Salaries	\$58,163.00
Benefits	\$13,929.00
Staff Training/Development	\$500.00
Administrative Supplies	\$1,000.00
Staff Travel	\$250.00
Printing	\$13,400.00
Program Activities	\$1,475.00
Administrative Costs	\$16,283.00
Total	<u>\$105,000.00</u>

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Lancaster County Solid Waste Management Authority (LCSWMA), to approve Section 901 grant reimbursement funding from the Department of Environmental Protection (DEP) associated with the completed Rail Waste Transfer Feasibility Study and to authorize execution of necessary grant documents so the funds may be received directly by LCSWMA to receive reimbursement for eligible consultant expenses.

6/24/26

May 28, 2026

Lancaster County Board of Commissioners
150 North Queen Street
Lancaster, PA 17603

Re: Section 901 Grant Reimbursement Acceptance – Rail Waste Transfer Feasibility Study

Dear Commissioners:

The Lancaster County Solid Waste Management Authority (LCSWMA) respectfully requests approval to accept Section 901 grant reimbursement funding associated with the completed Rail Waste Transfer Feasibility Study.

The Rail Waste Transfer Feasibility Study was undertaken in 2025 to evaluate long-term waste transfer and disposal alternatives that could strengthen the resiliency, sustainability, and operational flexibility of Lancaster County's waste management system. The study assessed the technical, economic, and environmental feasibility of incorporating rail-based waste transport into the County's infrastructure and evaluated potential transfer opportunities at existing LCSWMA facilities, including the Transfer Station Complex and the Lancaster Waste-to-Energy Facility, as well as other potential sites within Lancaster County.

The project was completed by HDR Engineering, Inc., which was selected through a competitive public procurement process based on its qualifications, technical expertise, and experience with similar rail and solid waste infrastructure projects. The study included evaluations of site suitability, transportation logistics, environmental and permitting considerations, and comparative cost analyses of truck versus rail transportation methods.

LCSWMA fully funded the study using Authority operating funds and has already been awarded Section 901 grant funding for eligible consultant expenses associated with the project. Commissioner approval is now required to formally accept the grant reimbursement and authorize execution of the necessary grant documents so the awarded funds may be received directly by LCSWMA. Outside of this approval, no further action will be needed by the County.

Acceptance of this grant funding will allow LCSWMA to recover a portion of the professional service costs associated with this completed planning initiative while continuing to support long-term infrastructure planning and responsible solid waste management for Lancaster County.

Thank you for your consideration and continued support of LCSWMA's efforts to responsibly plan for the County's future waste management needs. Please contact me if you require any additional information regarding this request.

Sincerely,



Daniel G. Youngs
Executive Director

**DEP GRANT AGREEMENT-
MUNICIPAL WASTE PLANNING GRANT PROGRAM**

This Grant Agreement is entered into, by and between **Lancaster County** (“Grantee”) and the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department” or “DEP”).

WITNESSETH:

WHEREAS, Grantee has submitted a grant application for the **Municipal Waste Planning Grant project** (“Project”) and DEP has approved the application; and

WHEREAS, DEP is authorized to enter into this Grant Agreement pursuant to Section 901 of the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101), 53 P.S. § 4000.901, provides for the award of grants to counties in support of municipal waste management planning and related activities.

1. MAXIMUM GRANT DOLLAR AMOUNT – DEP grants to Grantee the amount not to exceed **\$75,000.00**.

2. GRANT TERM – This Grant Agreement shall not be a legally binding agreement until this Grant Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Grant Agreement is fully executed by the Commonwealth, and shall terminate three (3) years from the later to occur of: (a) the Project Completion Date (as defined below) or; (b) the date of final payment.

3. PERIOD OF PERFORMANCE – Upon full execution of this Grant Agreement, Project work: (a) may, at the discretion of the Department, be reimbursed through two years from the encumbrance date less one day (the “Project Completion Date”). All Project work under this Grant Agreement shall be completed no later than the Project Completion Date.

4. STANDARD COMMONWEALTH ATTACHMENTS – Grantee shall comply with the terms and conditions applicable to “Contractor” in the following standard Commonwealth attachments, each attached hereto and made a part hereof. See Attachment A and B – Commonwealth Standard Terms and Conditions, Grant Version.

5. DEP GENERAL CONDITIONS – Grantee shall perform all Project work in accordance with the referenced General Conditions attached hereto as Attachment B and made a part hereof. For the purposes of the attached, “Grantee” and “Contractor” are synonymous. See Attachment C – DEP General Conditions.

6. SCOPE OF WORK; BUDGET – Grantee shall perform all Project work in accordance with the Project Scope of Work set forth in Attachment D attached hereto and made a part hereof.

Intending to be legally bound, the parties have signed this Agreement below.

ATTEST/WITNESS:

Lancaster County

To be signed electronically

To be signed electronically

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

To be signed electronically
Deputy Secretary for Waste, Air, Radiation and Remediation

APPROVED AS TO LEGALITY AND FORM:

To be signed electronically
Office of Chief Counsel
Department of Environmental Protection

PRE-APPROVED 7C-FA-28.0
Office of General Counsel

PRE-APPROVED 7C-FA-28.0
Office of Attorney General

To be signed electronically
Comptroller

applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;
 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.

investigative costs for investigations that do not result in the Grantee's suspension or debarment.

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

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth.

6. AMERICANS WITH DISABILITIES ACT

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

7. APPLICABLE LAW AND FORUM

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

8. RIGHT TO KNOW LAW

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

9. OFFSET

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

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

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

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

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

11. WORKER PROTECTION AND INVESTMENT

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

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;

ATTACHMENT B

Intentionally omitted and included as Section 6 of Attachment A

6. Termination. The Department may terminate the agreement, in whole or in part, at any time before the Project Completion Date:
 - A. if it, in its sole discretion, determines that terms and conditions of the Agreement have not been met, by providing written notice of termination to the Grantee. Payments or recoveries by the Department will be in accordance with the legal rights and obligations of the parties.
 - B. if anticipated state or Federal funds are not obtained or continued at a sufficient level, by providing written notice of termination to the Grantee.
 - C. for its convenience or for any other reason if the Department determines, in its sole discretion, that termination is in the best interest of the Commonwealth, or is otherwise appropriate, by providing written notice of termination to the Grantee. Payments or recoveries by the Department will be in accordance with the legal rights and obligations of the parties.
7. Extension of Time. Extensions of the period of performance are minor adjustments that may be accomplished by a letter of mutual consent signed by the parties, subject to the approval of the Commonwealth's Comptroller.
8. Conflict of Interest
 - A. Interest of Parties and Others. No officer, member, employee, independent contractor, or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this agreement may participate in any decision relating to this agreement that affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; nor may any such officer, member, elected official, or employee of the Commonwealth or any member of its governing body have any interest, direct or indirect, in this agreement or the proceeds of the grant award.
 - B. Interest of Contractor. The Grantee represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its work under this agreement. The Grantee further covenants that in the performance of this agreement, it shall not knowingly employ any person having such interest. The Grantee further represents and warrants that no member of the board of directors of the Grantee or any of its officers have an adverse interest.
9. Payments. The Department shall make payment to the Grantee as stipulated in the agreement or Attachment A, as applicable. The Grantee shall pay its subcontractors or vendors for purchases or work performed under this agreement within 45 days of receipt

except with the consent of that person or establishment. This limitation does not apply to information that the Grantee solely discloses to the Commonwealth or to matters of public record. Personal data, including names and addresses obtained in conjunction with grant activities (“Personal Data”), may not be used in any manner other than that contained in the scope of work. The Grantee shall not sell or use Personal Data to create solicitation lists of any kind, including donor solicitation lists.

17. Indirect Costs – If the Grantee requests payment for indirect costs it incurred performing the Project work set forth in the Statement of Work, the Grantee shall specify the method of determining those costs and provide sufficient documentation to support those costs. Regardless of the method used to calculate indirect costs, the amount charged must not exceed actual costs incurred.
18. Independent Contractor - Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Grantee as the representative or general agent of the Department for any purpose whatsoever.
19. Severability - The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this agreement and the applicability thereof to any government, agency, person, or circumstance will not be affected.
20. Non-English Translations - This agreement has been prepared and written in English. Any non-English translation provided is for convenience only and is not valid or legally binding.

ATTACHMENT D – PLANNING BUDGET

**Lancaster County
Project Cost and Budget Data**

The Grantee will complete the tasks as set forth in “Attachment D - Scope of Work Narrative” of this Agreement. Grant funds will be utilized for funding for the costs associated with a rail feasibility study for the County’s solid waste management system.

BUDGET ITEM	TOTAL APPROVED COSTS	DEP SHARE	APPLICANT MATCH
A. County Personnel Costs	0.00	0.00	0.00
B. Benefits	0.00	0.00	0.00
C. Supplies/Printing	0.00	0.00	0.00
D. Travel	0.00	0.00	0.00
E. Consultants and Subcontracts	93,750.00	75,000.00	18,750.00
F. In-Kind Services*	0.00	0.00	0.00
Total Approved Cost	\$93,750.00	\$75,000.00	\$18,750.00

*Maximum of 10% of Total Project Costs

6. Grantee agrees to comply with Office of Management and Budget Circular (OMB) A-102 entitled: Uniform Administrative Requirements for Grants-In-Aid to States and Local Governments.
7. Disbursement requests shall be submitted on forms provided by the Department. Payment for disbursement requests shall be based on evidence of having completed, significantly, the Scope of Work, evidence of expenditures incurred, and expenditure of required match share. All costs must be incurred in accordance with Project Cost/Budget Data. Any deviation from this must be approved by the Department. All disbursement requests must be submitted to the Department within two months after the Project Completion Date.
8. Each disbursement request shall be submitted electronically and accompanied by a Progress Report summarizing the work completed to date on each task in Item D Scope of Work. At a minimum, however, such Progress Reports, whether or not accompanied by a disbursement request, shall be submitted on a semi-annual basis commencing six (6) months after the execution date of this Agreement. One (1) copy of the final Project Report shall be submitted to the Department's Central Office and once (1) copy to the Regional Office within six (6) months after the project completion date. The Grantee shall submit with the Final Project Report a copy of all reports, studies, pamphlets or other documents prepared under this Agreement.
9. All reimbursable work under this Agreement shall be completed not later than two years after the date funds were encumbered by the Department for this Agreement. The "Date of Encumbrance" is indicated on the signature page of this Agreement. The Department, however, shall monitor this Agreement and shall have the authority to terminate its existence prior to the termination date when, in its sole discretion, it finds:
 - a. The Grantee has breached any of the terms or conditions of this Agreement, and/or
 - b. The Scope of Work is not being completed in a timely fashion, as shown in the Project Cost/Budget Data section of this Agreement.
 - c. At the discretion of the Department upon written notification to the Grantee with the effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.

In taking steps to terminate this Agreement, under subsections a. or b. above, the Department shall provide the Grantee with a written notice outlining its reasons for such intended action and providing the Grantee with a minimum of ten (10) working days during which time the Grantee may provide comment to the Department's notification. Should the Grantee fail to submit justification, Agreement termination shall take effect at the end of the ten (10) working day comment period specified in the notification letter. If the Department finds justification submitted by the Grant to be unacceptable, termination shall be in writing and the Department shall provide reasons for nonacceptance.

13. The Grantee shall use no funds available under this Agreement to pay anyone on the payroll of the Department unless such payments are specifically and previously approved by the Executive Board of the Commonwealth. The Grantee shall also refund to the Department any funds received from the Department which exceed a total of eighty percent (80%) of the approved costs incurred by the Grantee to fulfill its obligations hereunder.
14. A grant offering shall lapse automatically if funds for the grant are not encumbered within one year of the offering.
15. Funds encumbered under this agreement shall lapse automatically to the Recycling Fund if funds are not expended on a timely basis as herein agreed upon. An extension of the Agreement termination date set forth in Section 3 Period of Performance above through implementation of a formally executed Amendment may be agreed upon by the Department, not to exceed three (3) months.
16. Upon request of the Department, the Grantee shall provide the Department's Regional and Central Offices with one copy each of all subcontracts proposed to be executed with any consultant/subcontracts for the completion of any portion of the Section D Scope of Work. The Department shall also be afforded an opportunity to discuss the Grantee's intentions regarding the selection of any such consultant/subcontractor that will entail the expenditure of 50% or more of the grant funds provided under this agreement. All subcontracts must contain a provision requiring the consultants/subcontractors to adhere to any and all provisions applicable to the Grantee in the performance of work under this Agreement. In all events, the Grantee shall be responsible for the quality of the performance of all such subcontracted work.
17. The Grantee agrees to appoint a Project Officer who, on its behalf, shall constitute its primary contact with the Department during the completion of the Scope of Work. The Department shall be so notified in writing within ten (10) working days of the Grantee's receipt of this Agreement. Such Project Officer shall constitute the primary Department contact during the term of this Agreement.
18. The terms and conditions of the Grantee's grant application are incorporated by reference, as if fully stated herein; provided, however, that the provisions of this Agreement shall supersede any conflicting provisions of the Grant Application.
19. Plans/reports/materials, resulting from this Agreement, must identify on the cover the fact that they have been partially funded by an Act 101 Municipal Waste Planning Grant from the Pennsylvania Department of Environmental Protection.
20. The Department's acceptance of any plan/report arising out of the completion of the Agreement's Attachment D Scope of Work and payment of disbursement related to the Agreement shall not constitute its approval of the document as a Solid Waste Management Plan, as required by Act 101.

Contract: C990005428 - Signature Log
The effective date of this agreement is 01/14/2026 ("Effective Date")

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Grantee	12/30/2025	Daniel Becker	Vice-Chair
Grantee	12/30/2025	John Blowers	Chair
Executive	12/31/2025	Gilcrest, Tara	CWOPA Employee
Chief Counsel	12/31/2025	Demjanick, Jennie	CWOPA Employee
OGC		PRE-APPROVED 7C-FA-28.0	
OAG		PRE-APPROVED 7C-FA-28.0	
Comptroller	01/14/2026	Michelle Santos-Light	Comptroller

RESOLUTION NO. 41 of 2026

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to allocate \$475,000.00 from its General Fund Balance to the Capital Improvement Reserve Fund for the purposes of providing additional funding for the Lancaster County Capital Improvement Plan.

The Lancaster County Board of Commissioners approved the Lancaster County Capital Improvement Policy and Plan by Resolution No. 11 of 2022, which permits the Board of Commissioners to transfer funding as available and desirable for the continuation of the Lancaster County Capital Improvement Program.

Fund Balance:

Lancaster County General Fund Balance A1120 00000 A-2951	(\$475,000.00)
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Fund Balance:

Lancaster County Capital Improvement Reserve Fund (Fund TT)	\$475,000.00
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ADOPTED this ___rd day of June 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

Ray D'Agostino, Chairman

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, PA