

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9155

DATE 5-27-21

TITLE

RESOLUTION TO APPROVE AN AMENDMENT TO THE 2015 PHARE SUB-RECIPIENT MONITORING AGREEMENT BETWEEN THE COUNTY OF LYCOMING AND THE CITY OF WILLIAMSPORT

WHEREAS, the City of Williamsport, referred to as the "Subrecipient", accepted an Agreement from the County of Lycoming for \$200,000 of 2015 Pennsylvania Housing Affordability and Rehabilitation Enhancement (PHARE) funds for the City of Williamsport Brodart Neighborhood Improvement Program targeting residential rental occupied properties in the Brodart area; and

WHEREAS, by Agreement dated the 30th day of July, 2017, the parties entered into an Agreement for the Rental Property Rehabilitation Program as part of the Brodart Neighborhood Improvement Program; and

WHEREAS, the current agreement terms will expire on June 30, 2021; and

WHEREAS, the Lycoming County and the City of Williamsport now mutually desire to amend the agreement to extend the term of the contract to June 30, 2022.

BE IT HEREBY RESOLVED that the Mayor and City Controller are authorized to execute the attached amendment with the County of Lycoming.

Approved

James M. Froul

City Clerk

Andalyn Allison

President

MEMORANDUM

TO: CITY COUNCIL

FROM: SKIP MEMMI

SUBJECT: RESOLUTION TO APPROVE AN AMENDMENT TO THE 2015 PHARE SUB-RECIPIENT MONITORING AGREEMENT BETWEEN THE COUNTY OF LYCOMING AND THE CITY OF WILLIAMSPORT

DATE: MAY 20, 2021

CC: CITY MAYOR, CITY ADMINISTRATION

This funding stream is for the Brodart Neighborhood Improvement Program (BNIP), also known as BNIP. These funds originate from the State's Pennsylvania Housing Affordability and Rehabilitation Enhancement (PHARE) Funds and are allocated to Lycoming County. The City of Williamsport was awarded these funds in 2017 for the amount of \$200,000. It is anticipated that the remaining funds will be used within the next 12 months.

These funds are used for the City Rental Program that targets the BNIP area by providing a 0%, 10 year term, deferred forgiveness Grant to encourage rental property owners to rehabilitate and retain affordable housing. The PHARE assistance received by any applicant is based on the number of units and does not exceed \$30,000 per applicant. A minimum 15% cash match from the property owner is required. The property must be repaired to minimum Williamsport Property Occupancy and Maintenance Standards. The work performed is completed by private contractors under a competitive bid process through the Community Development department and property owner. The following are the maximum funding levels by unit.

Number of Units	Maximum PHARE Funds	Owner Contribution 15% Minimum	Requires Project Cost All Sources
1 Unit	20,000	3,000	23,000
2 Units	25,000	3,750	28,750
3+ Units	30,000	4,500	34,500

PHARE requires at least 30% of the funds must benefit households that are less than 50% of the median area income.

The Agreement has been sent to Mr. Lubin. With your approval the agreement will be signed and sent back to the County.

**THIRD AMENDMENT TO SUBRECIPIENT MONITORING AGREEMENT
BETWEEN THE
COUNTY OF LYCOMING
AND
THE CITY OF WILLIAMSPORT**

THIS THIRD AMENDMENT is made and executed this _____ day of _____ 20____, by and between the County of Lycoming, a political subdivision of the Commonwealth of Pennsylvania, with a principal place of business at the Lycoming County Courthouse, 48 West Third Street, Williamsport, Lycoming County, Pennsylvania; hereinafter called the “County” and the City of Williamsport, a subrecipient of a grant to the county; sometimes hereinafter called the “SUB”.

WITNESSETH

WHEREAS, by Agreement dated the 30th day of July, 2017, the parties entered into an Agreement for the Rental Property Rehabilitation Program as part of the Brodart Neighborhood Improvement Program, hereinafter called the “Agreement”, and

WHEREAS, by Agreement dated the 28th day of February, 2019, the parties executed the First Amendment to extend the term until June 30, 2020.

WHEREAS, by Agreement dated the 19th day of May, 2020, the parties executed the Second Amendment to extend the term until June 30, 2021.

WHEREAS, the County and the Contractor now mutually desire to amend the Agreement, as set forth below.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and in the Agreement, and intending to be legally bound, agree as follows:

1. All provisions of the Agreement shall be renewed, shall continue in full force and effect as herein modified, and shall be binding upon and inure to the benefit of all parties to this Agreement.
2. The Agreement shall be amended to extend the term of the Agreement until June 30, 2022.
3. Except as expressly modified and amended herein, all other terms and conditions of the Agreement are hereby ratified and reaffirmed, shall remain in full force and effect, and shall be binding upon and inure to the benefit of the parties to this Agreement.
4. This Amendment and any attachments constitute the entire Agreement among the parties with respect to the matters set forth herein and in the Agreement.

5. In the event that any inconsistencies exist between this Amendment and the original Agreement, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers and/or representatives, have hereunto set their hands the day and year first written above.

COUNTY OF LYCOMING

ATTEST:

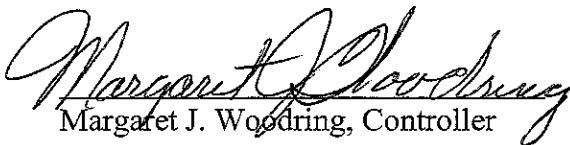
Scott L. Metzger, Chairman

Matthew A. McDermott, Chief Clerk

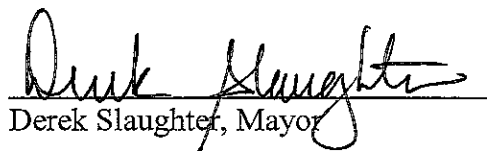
Tony R. Mussare, Vice Chairman

Richard Mirabito, Secretary

ATTEST:


Margaret J. Woodring, Controller

SUBRECIPIENT


Derek Slaughter, Mayor


Janice Frank, City Clerk