



*Tom's copy for file*

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Pennsylvania Department of Conservation and Natural Resources

Rachel Carson State Office Building  
P.O. Box 8475  
Harrisburg, PA 17105-8475  
July 13, 2009

Bureau of Recreation and Conservation

(717) 783-4122

Ms. Doniele Andrus  
Greenways Environmental Planner  
Aliquippa City  
810 Third Street  
Beaver, PA 15009

RE: Aliquippa City (Beaver)  
Trail Feasibility Study  
BRC-TAG-14-189 (ME2780189)  
GR4100048093  
Amendment #1

Dear Ms. Andrus:

Enclosed is the original amendment for the above referenced project. This amendment provides the change of project type/title and scope to ensure proper completion of the project as agreed.

In accordance with the grant agreement resolution page, please have the **Mayor** sign the amendment and return it with original signatures to this office for final processing by the Commonwealth. Upon full execution, a copy will be returned to you to be kept in your files for auditing purposes.

If you have any questions or concerns with the above, please do not hesitate to contact us immediately.

Sincerely,

Pamela Stouffer, Chief  
Contracting & Payments Section  
Planning, Outreach and Technical Support Division

Enclosures

Commonwealth of Pennsylvania  
Dept. of Conservation & Natural Resources  
Bureau of Recreation and Conservation

Grant Agreement Amendment # 1

RE: Aliquippa City (Beaver)  
Trail Feasibility Study  
BRC-TAG-14-189 (ME2780189)  
GR4100048093

**GRANT AGREEMENT AMENDMENT #1**

This Amendment to Grant Agreement No. **BRC-TAG-14-189** is hereby made and agreed upon by the COMMONWEALTH OF PENNSYLVANIA, DEPT. OF CONSERVATION AND NATURAL RESOURCES (the "DEPARTMENT"), and the **Aliquippa City, Beaver County** (the "GRANTEE").

The GRANTEE has requested and the DEPARTMENT has approved a change of project title and scope, which replaces the "Swimming Pool Feasibility Study" with "Trail Feasibility Study".

The DEPARTMENT and the GRANTEE, in consideration of the mutual promises made herein and intending to be legally bound, hereby amend the GRANT AGREEMENT by amending Appendix A as follows:

*The PROJECT TYPE/TITLE is amended as follows:*

PROJECT TYPE/TITLE:

Planning, Education and Technical Assistance  
Trail Feasibility Study

*The PROJECT SCOPE is amended as follows:*

PROJECT SCOPE:

Prepare a feasibility study for approximately 12-miles of trail along the Ohio River between Monaca Borough and Moon Township, Allegheny County. Work to include a written, bound report.

Except as provided above, all other terms and conditions of the GRANT AGREEMENT remain in full force and effect.







COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

GRANT AGREEMENT

GRANT AGREEMENT NO. **BRC-TAG-14-189**

**KEYSTONE RECREATION, PARK, AND CONSERVATION FUND**

This GRANT AGREEMENT is entered into by the COMMONWEALTH OF PENNSYLVANIA ("COMMONWEALTH"), acting through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES ("DEPARTMENT"), and Aliquippa City, Beaver County ("GRANTEE").

WHEREAS, the act of July 2, 1993, P.L. 359, No. 50 (32 P.S. 2011-2024), known as the Keystone Recreation, Park and Conservation Fund Act ("the Keystone Act"), authorizes the DEPARTMENT to grant funds for the rehabilitation and development of recreation and park facilities and areas, and zoos; for acquisition of recreation and park lands, open space, greenways and natural areas; for planning projects and special technical assistance initiatives; for planning, acquisition, and development of rails to trails; and for the protection and conservation of rivers; and

WHEREAS, under the Keystone Act, the DEPARTMENT has been allocated funds from realty transfer tax revenue for the purpose of issuing grants; and

WHEREAS, the GRANTEE qualifies to receive a grant under the Keystone Act; and

WHEREAS, the GRANTEE has filed an application with the DEPARTMENT for a grant, and the application has been selected by the DEPARTMENT for funding;

NOW THEREFORE, in consideration of the above and intending to be legally bound, the parties agree for themselves and their successors and assignees, as follows:

**ARTICLE I  
GRANT AMOUNT; PROJECT ACTIVITIES**

Subject to the availability of funds, the DEPARTMENT makes available to the GRANTEE a grant in the amount stated in Appendix A, which is attached hereto and incorporated herein, or such portion of that amount as may be required by the GRANTEE and authorized by the DEPARTMENT. The GRANTEE shall use the grant money and the local match, if any, specified in Appendix A to carry out the project activities.

"Project activities" for purposes of this GRANT AGREEMENT mean activities that have been authorized by the DEPARTMENT to be performed under this GRANT AGREEMENT. Such activities include those contained in (1) the GRANTEE'S grant application as approved by the DEPARTMENT and (2) the Project Scope, which is stated in Appendix A, both subject to any subsequent modifications authorized by the DEPARTMENT in accordance with this GRANT AGREEMENT. The GRANTEE'S grant application, the original of which is in the possession of the DEPARTMENT and a copy of which is in the possession of the GRANTEE, is incorporated herein.

**ARTICLE II  
EXECUTION OF GRANT AGREEMENT; GRANT AGREEMENT PERIOD**

This GRANT AGREEMENT is not binding on the DEPARTMENT until it has been properly executed by all required signatories for the COMMONWEALTH. Any cost incurred by the GRANTEE prior to such execution is incurred at the GRANTEE'S risk.

Costs for project activities incurred during the GRANT AGREEMENT period will be covered by this GRANT AGREEMENT. The dates of the GRANT AGREEMENT period are included in Appendix A. Costs incurred before the GRANT AGREEMENT period that are related to the performance of the GRANT AGREEMENT, such as costs for applications, appraisals, surveys, planning, drawings and specifications, may be eligible for funding at the discretion of the DEPARTMENT. Approval of these costs by the DEPARTMENT must be in writing. If an audit is required, and the cost of the audit is incurred after the GRANT AGREEMENT period, the cost may be eligible for funding at the discretion of the DEPARTMENT. Any other cost incurred after the GRANT AGREEMENT period is not eligible for funding.

**ARTICLE III  
COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS  
AND OTHER REQUIREMENTS**

Compliance with statutes, regulations, and other requirements: The GRANTEE shall comply with all applicable federal and state statutes and regulations and local ordinances; any correspondence and instructions that may be provided by the DEPARTMENT; all conditions and requirements in Appendix A; and all terms and conditions in this GRANT AGREEMENT. If the DEPARTMENT has provided a program manual, such manual, including any addenda, is incorporated herein by reference, and the GRANTEE shall comply with its provisions.

State Contractor Responsibility requirements: The GRANTEE shall comply with the provisions in Appendix B, which is attached hereto and incorporated herein.

Offset provision: The GRANTEE agrees that the COMMONWEALTH may set off the amount of any state tax liability or other debt of the GRANTEE or its subsidiaries that is owed to the

COMMONWEALTH and is not being contested on appeal, against any payments due the GRANTEE under this or any other contract with the COMMONWEALTH.

Nondiscrimination/sexual harassment provisions: The GRANTEE shall comply with the provisions in Appendix C, which is attached hereto and incorporated herein.

Contractor integrity provisions: The GRANTEE shall comply with the provisions in Appendix D, which is attached hereto and incorporated herein.

Americans With Disabilities Act: The GRANTEE shall comply with the provisions in Appendix E, which is attached hereto and incorporated herein.

Universal Accessibility Act; Rehabilitation Act, Architectural Barriers Act of 1968: In its performance under this GRANT AGREEMENT, the GRANTEE shall comply with applicable requirements of the following acts, as amended: Universal Accessibility Act, 71 P.S. 1455.1 et seq.; Section 504 of Rehabilitation Act of 1973, 29 U.S.C. 794; and the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq..

Environmental provision: The GRANTEE shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations in the performance of this GRANT AGREEMENT.

Federal funding: If any portion of the grant awarded to the GRANTEE is federal money, the GRANTEE, in addition to complying with the provisions of this article, shall also comply with the requirements in Appendix F attached hereto and incorporated herein.

Post-completion responsibilities: The GRANTEE'S responsibilities under federal, state, and local statutes, regulations, and ordinances with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

#### **ARTICLE IV PAYMENTS**

The DEPARTMENT will issue payments to the GRANTEE in accordance with the provisions in Appendix A.

The GRANTEE shall charge to the project account all project costs approved by the DEPARTMENT. All such costs, including services contributed by the GRANTEE or others, shall be supported by properly executed vouchers, invoices, cancelled checks and other records detailing the nature and propriety of the charge.

Payments under this GRANT AGREEMENT will be subject to the performance of all terms and conditions of this GRANT AGREEMENT.

The DEPARTMENT may deny or adjust payment for any expenditure that is not in accordance with the terms of this GRANT AGREEMENT.

The DEPARTMENT will not be liable for any expenditure by the GRANTEE that is not for project activities or that is for costs exceeding the amount stated in this GRANT AGREEMENT.

**ARTICLE V  
FISCAL DUTIES OF GRANTEE**

- (a) Deposit and accounting of grant funds: The GRANTEE shall deposit any advance payments of grant funds in an account in a bank or other financial institution insured by the FDIC or FSLIC until such time as they are expended. They shall be separately identified in the GRANTEE'S accounting as funds received under this GRANT AGREEMENT.
- (b) Interest: Appendix A states whether the account into which advance grant funds are deposited pursuant to (a) shall be interest-bearing or non-interest bearing. For grants in which interest bearing accounts are required, Appendix A contains provisions on the use and disposition of interest earned on grant funds.
- (c) Use of grant funds: The GRANTEE shall use the grant funds and the local match in the amounts stated in Appendix A, or as much of these monies as necessary, to carry out project activities.
- (d) Refund of grant funds: The GRANTEE shall refund to the DEPARTMENT any overpayment of grant funds, as determined by the DEPARTMENT. Occurrences that could result in an overpayment include but are not limited to the following:
  - (1) The GRANTEE fails to carry out project activities.
  - (2) Grant funds were used for ineligible costs.
  - (3) The ratio of grant funds to local match exceeds that permitted under the applicable grant legislation.
  - (4) The GRANT AGREEMENT is terminated. If the termination is for convenience, the GRANTEE is not required to refund any funds for which the GRANTEE is eligible and which the GRANTEE is legally or contractually obligated to pay as a result of project activities entered into prior to the date of receipt of the written notice of termination required under Article XIV (termination of grant agreement).

This provision does not limit the DEPARTMENT in exercising any other rights and remedies it may have under this GRANT AGREEMENT or under law or equity.

**ARTICLE VI  
ASSIGNMENT**

The GRANTEE may not assign this GRANT AGREEMENT without the prior written approval of the DEPARTMENT.

The GRANTEE may not assign any claim for funds due or to become due under this GRANT AGREEMENT as collateral without the prior written approval of the DEPARTMENT. If such approval is granted, both the GRANTEE and the assignee shall promptly notify the DEPARTMENT in writing of the actual assignment and the intended collateral use. Approval of an assignment does not establish any legal relationship between the DEPARTMENT and the assignee, or any other third party. The DEPARTMENT assumes no liability for any act or omission committed pursuant to such an assignment.

## ARTICLE VII RECORDS; AUDITS

The GRANTEE, at its principal office or place of business, shall maintain, using accepted procedures, complete and accurate records of costs, expenses and activities under this GRANT AGREEMENT. The DEPARTMENT may, at reasonable times, inspect, examine, copy and audit such records.

The records shall be maintained for three years from the date of final payment or, if an audit is subsequently performed, three years from the date of that audit. However, if such audit results in findings, the GRANTEE shall maintain all required records until the findings are resolved. The GRANTEE shall give full and free access to all such records to the DEPARTMENT.

The DEPARTMENT may perform, or require the GRANTEE to perform, a financial and/or performance audit. Any audit that the GRANTEE is required to perform shall be performed by a certified public accountant in accordance with procedures and standards specified by the DEPARTMENT.

## ARTICLE VIII FIDELITY BOND

- (a) The GRANTEE shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers, or handle or control funds, checks, securities or property. If a check-signing machine is used which is not operated under the direct supervision of the authorized signer or counter signer, the machine operator shall be bonded in the same amount as the check-signer. The bond shall be adequate to insure the security of all funds received under this GRANT AGREEMENT.
- (b) The DEPARTMENT may waive the fidelity bond requirement if the GRANTEE maintains an insurance policy or self-insurance that is adequate to protect the funds received under this GRANT AGREEMENT.

## ARTICLE IX CHANGES AND AMENDMENTS

- (a) Changes by letter: Any one or more of the following changes may be accomplished by means of a letter from the DEPARTMENT approving a written or electronic request or application by the GRANTEE: change in title of grant project, change in amount of grant funds, change in amount of the match, change in the GRANT AGREEMENT period, and change within the Project Scope in Appendix A.
- (b) Formal amendment: Any change in this GRANT AGREEMENT that is not addressed by paragraph (a) may be accomplished only by a fully executed amendment.
- (c) A change to or amendment of this GRANT AGREEMENT is not binding on either party unless and until the provisions of the appropriate paragraph (a) or (b) are carried out. Any cost incurred by the GRANTEE prior to the performance of such provisions is incurred at the GRANTEE'S risk.

**ARTICLE X  
INDEPENDENT CONTRACTOR; SUBCONTRACTS**

Independent contractor: The rights and duties granted to and assumed by the GRANTEE under this GRANT AGREEMENT are those of an independent contractor only. Nothing contained in this GRANT AGREEMENT shall be construed to create an employment or agency relationship between the DEPARTMENT and the GRANTEE.

Subcontracts: The GRANTEE shall not subcontract with any person or entity to perform all or any of the project activities without the express written consent of the DEPARTMENT.

**ARTICLE XI  
PROGRESS REPORTS; INSPECTIONS**

The GRANTEE shall furnish such progress reports as the DEPARTMENT may from time to time require. Such reports shall be in such form and contain such items as the DEPARTMENT requires.

The DEPARTMENT may make reasonable inspections and monitor the GRANTEE'S performance under this GRANT AGREEMENT.

**ARTICLE XII  
CLOSEOUT OF GRANT AGREEMENT**

The GRANTEE shall submit to the DEPARTMENT an application for final payment or a final report, as instructed by the DEPARTMENT, along with documentation required by the DEPARTMENT. The submission shall be made within 60 days of either completion of project activities or the end date of this GRANT AGREEMENT, whichever occurs first, or at such later time as determined by the DEPARTMENT. The application, or final report, and documentation shall be on forms or in a format as required by the DEPARTMENT and shall state whether the project activities have been completed and whether all costs have been paid.

The DEPARTMENT will determine any overpayment or underpayment amount and any additional documentation or audit that may be necessary and will provide the GRANTEE with this determination.

**ARTICLE XIII  
SUSPENSION OF PROJECT**

Upon written notice and at any time during the term of this GRANT AGREEMENT, the DEPARTMENT may suspend payments and/or request suspension of all or any part of the project activities. Such notice may be given if, in the opinion of the DEPARTMENT any of the following has occurred: (1) the GRANTEE has failed to submit a required report or may have violated a law or regulation or may have engaged in misuse of funds, mismanagement, malfeasance, or criminal activity; (2) an inspection or audit has resulted in unsatisfactory findings; (3) an act of God, strike, disaster, or other circumstance beyond the GRANTEE'S control prevents adequate performance of project activities; (4) the GRANTEE has not completed activities required under another agreement or contract with the DEPARTMENT,

including the submission of all required documentation; or (5) the GRANTEE has violated any term or condition of this GRANT AGREEMENT.

During a suspension, the DEPARTMENT and the GRANTEE shall retain any grant funds previously approved for use of project activities, no such funds may be expended, and the provisions of Article V (fiscal duties of grantee) continue to apply.

The DEPARTMENT may rescind a suspension if it determines that such rescission is appropriate.

#### **ARTICLE XIV TERMINATION OF GRANT AGREEMENT**

Termination for cause: The DEPARTMENT may terminate this GRANT AGREEMENT by giving written notice to the GRANTEE if, in the opinion of the DEPARTMENT, any of the following has occurred: (1) for any reason the GRANTEE fails to fulfill in a timely and proper manner its obligations under this GRANT AGREEMENT; (2) for any reason the GRANTEE breaches any of the conditions of this GRANT AGREEMENT; or (3) there is a violation of an applicable law or regulation, misuse of funds, mismanagement, criminal activity or malfeasance in the performance of this GRANT AGREEMENT. The notice of termination will be effective upon receipt.

Termination for convenience: The DEPARTMENT may terminate this GRANT AGREEMENT at any time by giving written notice to the GRANTEE. The notice shall be sent at least 15 days before the effective date specified in the notice. The 15-day period may be waived by mutual agreement of the GRANTEE and the DEPARTMENT.

Upon termination, all project records shall be made available if requested by the DEPARTMENT and any overpayment of grant funds and interest (as applicable) shall be refunded to the DEPARTMENT as required under Article V (fiscal duties of grantee).

Termination of this GRANT AGREEMENT under this article will not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

#### **ARTICLE XV HOLD HARMLESS**

The GRANTEE shall indemnify the DEPARTMENT against any and all claims, demands and actions based upon or arising out of any activities performed by the GRANTEE and its employees and agents under this GRANT AGREEMENT and shall, at the request of the DEPARTMENT, defend any and all actions brought against the DEPARTMENT based upon any such claims or demands.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

## ARTICLE XVI CONFLICTS OF INTEREST

The GRANTEE represents that the GRANTEE, including its directors, officers, members, agents and employees, has no direct or indirect interest that would conflict with the performance of activities under this GRANT AGREEMENT and agrees that no such interest shall be acquired.

## ARTICLE XVII RIGHTS IN INTELLECTUAL PROPERTY; COPYRIGHT; DISCLOSURE, USE

- (a) License to Department: For any copyrightable work created under the GRANT AGREEMENT, the GRANTEE, on behalf of itself and any employees, subcontractors, and other persons who create the work, agrees to grant to the DEPARTMENT, and upon creation of the work, expressly and automatically grants to the DEPARTMENT, a perpetual, royalty-free, irrevocable license to possess, use, display, reproduce and distribute the work and to create, possess, use, display, reproduce and distribute derivative works. The grant of license to the DEPARTMENT is binding on successors and assigns of the GRANTEE and any employees, subcontractors, and other persons who create the work.
- (b) Other intellectual property: For property developed under the GRANT AGREEMENT that is patentable or that can be subject to trademark or trade secret protection, the DEPARTMENT shall have the discretion to determine the rights and responsibilities of the parties to the extent permitted by federal law with respect to registration, ownership, and agreements to license, assign, or transfer rights.
- (c) Proprietary rights; right of privacy: In the performance of project activities, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.
- (d) Disclosure and use; acknowledgment: The DEPARTMENT shall have the right to access, possess and use any information or data produced under the GRANT AGREEMENT.  
  
In the disclosure, release, distribution, display, or use of any intellectual property produced under the GRANT AGREEMENT, acknowledgement of assistance shall be included in accordance with Article XVIII (acknowledgment of assistance).
- (e) Effectuation and implementation of this article: For intellectual property produced under the GRANT AGREEMENT by the GRANTEE or by any employee, subcontractor, or other person, the GRANTEE is responsible for the implementation and effectuation of this article.
- (f) Definition of "intellectual property": The term "intellectual property" means the type of property to which copyright, trademark, trade secret, or patent laws apply. It also includes any data or information.
- (g) Post-completion responsibilities: The rights and responsibilities under this article with respect to intellectual property developed under this GRANT AGREEMENT continue beyond the grant agreement period.

**ARTICLE XVIII  
ACKNOWLEDGEMENT OF ASSISTANCE**

Sign: The GRANTEE shall erect and maintain on the project site a permanent sign acknowledging assistance from the DEPARTMENT. The sign will state that the project is a public site provided by the GRANTEE with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the grant that was the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Publication: Any product of the grant, including a publication, will include a statement that it was produced with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the grant that was the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the grant agreement period.

**ARTICLE XIX  
MAINTENANCE AND OPEN USE RESPONSIBILITIES**

The GRANTEE shall insure that, throughout its natural life, the site is (1) maintained properly and in accordance with applicable state and local requirements, (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions and to encourage public use, and (3) kept open and accessible to the public at reasonable hours and times of the year consistent with the nature and intended use of the site.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

**ARTICLE XX  
NONDISCRIMINATION REGARDING ACCESS/RESIDENCY**

The GRANTEE shall insure that no person will be denied access to or use of the site on the basis of race, color, religion, ancestry, income, national origin, age, or sex.

The GRANTEE shall not discriminate in making the site, as well as reservation, membership, or permit systems for use of the site, available to all persons, except as to fees. Reasonable differences in admission, user or other fees are permitted on the basis of residency if the GRANTEE is a municipality, or on the basis of membership or other specific relationship with the GRANTEE if the GRANTEE is other than a municipality. Specifically, fees charged to non-residents or non-members for access to or use of the site may not exceed twice that charged to residents or members. Where no fee is charged for residents or members but a fee is charged to non-residents or non-members, the fee may not exceed that charged at comparable sites or facilities.

The GRANTEE shall not discriminate in making any publications, databases, software, or other products or services developed under this GRANT AGREEMENT available to the public. Specifically, prices or fees charged to non-residents or non-members may not exceed fair market value.

The term "municipality" means any county, city, borough, incorporated town, township, home rule municipality or any official agency created by the foregoing units of government under the laws of the COMMONWEALTH.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

## ARTICLE XXI OWNERSHIP AND CONTROL; NON-CONVERSION OF USE

Ownership and control: Ownership, control, or interest in the site shall not be transferred from or by the GRANTEE without prior written approval of the DEPARTMENT. If the DEPARTMENT attaches conditions to its approval, they shall be complied with by the GRANTEE.

Non-conversion: The site shall not be converted to any use or purposes other than for project activities as defined in Article I (grant amount; project activities) without prior written approval of the DEPARTMENT. If the project activities under this GRANT AGREEMENT include the development of a plan for the site, the site shall not be converted to any uses or purposes that are inconsistent with the authorizing legislation under which the DEPARTMENT awarded this grant.

Real property: For any real property or interest in real property acquired pursuant to this GRANT AGREEMENT or donated as a match for the grant, the instrument of conveyance, such as the deed, easement agreement, or declaration of taking, shall include the language specified in Appendix A and shall be promptly recorded in the recorder of deeds office of the applicable county or counties.

Definition of "site": The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Continuing responsibility: The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

Remedy: If a provision of this article is violated, the GRANTEE shall do one or both of the following as may be determined and required by the DEPARTMENT: (1) repay to the DEPARTMENT the amount paid under this GRANT AGREEMENT plus 10% annual interest compounded four times annually from the date(s) the grant payment(s) were received until repayment is completed; and (2) replace the disposed or converted property with other property that is determined by the DEPARTMENT to be equivalent to the original property.

## **ARTICLE XXII REMEDIES**

For violations by the GRANTEE of any provisions of this GRANT AGREEMENT other than those in Article XXI (ownership and control; non-conversion of use), the GRANTEE shall do the following as directed by the DEPARTMENT: (1) take corrective action at the sole expense of the GRANTEE, or (2) refund money paid by the DEPARTMENT under this GRANT AGREEMENT. The money to be refunded shall not include any funds for which the DEPARTMENT determines the GRANTEE is eligible under this GRANT AGREEMENT.

The exercise of any remedy specified in this GRANT AGREEMENT does not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

No delay, discontinuance, failure, or abandonment by the DEPARTMENT in exercising a right or power under this GRANT AGREEMENT, or any partial exercise of a right or power or any conduct or custom in refraining from exercising a right or power, shall preclude or otherwise affect any of the DEPARTMENT'S rights or powers of enforcement. The rights and powers of the DEPARTMENT are cumulative and concurrent.

All rights and remedies of the DEPARTMENT at law, in equity or otherwise shall expressly survive any expiration, termination or cancellation of this GRANT AGREEMENT, whether for breach or in accordance with its terms.

## **ARTICLE XXIII LOCAL PROJECT COORDINATOR**

The GRANTEE shall designate a local project coordinator who will be the authorized representative of the GRANTEE to deal with the DEPARTMENT in all matters relating to the GRANT AGREEMENT and the grant project. The local project coordinator will be the person identified in the grant application submitted by the GRANTEE unless changed by written notification from the GRANTEE.

## **ARTICLE XXIV SEVERABILITY**

If any portion of this GRANT AGREEMENT is rendered void, invalid or unenforceable by any court of law, such a determination will not render void, invalid or unenforceable any other portion of this GRANT AGREEMENT.

## **ARTICLE XXV CONSTRUCTION**

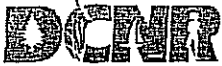
This GRANT AGREEMENT will be interpreted under the laws of the COMMONWEALTH, or under federal law where applicable. All terms and conditions of this GRANT AGREEMENT are intended to be covenants as well as conditions. The titles of the articles and paragraphs are inserted for convenience and do not control or affect the meaning or construction of any terms or provisions of this GRANT AGREEMENT.

**ARTICLE XXVI  
ENTIRE AGREEMENT; NO RIGHTS IN THIRD PARTIES**

Subject to the provisions in Article III (compliance with applicable statutes, regulations and other requirements) and Article IX (changes and amendments), this GRANT AGREEMENT constitutes the complete agreement of the parties.

No provision of this GRANT AGREEMENT may be construed to create rights in third parties not party to this GRANT AGREEMENT. This GRANT AGREEMENT defines specific duties and responsibilities between the DEPARTMENT and the GRANTEE and will not provide any basis for claims of any other individual or entity.

**ARTICLE XXVII  
SPECIAL CONDITIONS**



APPENDIX "A"  
KEYSTONE

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
BUREAU OF RECREATION AND CONSERVATION

COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM

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GRANTEE (APPLICANT):

Aliquippa City  
Beaver County

M.E. NO. 2780189

AGREEMENT NO. BRC-TAG-14-189

PROJECT TYPE/TITLE:

Planning, Education and Technical Assistance  
Swimming Pool Feasibility Study

FUNDING SOURCE:

Keystone Recreation, Park and  
Conservation Fund

PROJECT SCOPE:

Study the feasibility of rehabilitating the Community Swimming Pool in Aliquippa City, Beaver County. Work to include a written, bound report.

GRANT AGREEMENT PERIOD

Beginning Date: 7/1/2008

Ending Date: 12/31/2011

PROJECT BUDGET:

Total Estimated Project Cost:	\$40,000
Grant Amount:	\$20,000
Local Match:	\$20,000

## APPENDIX A

### Payment provisions (see Article IV)

Upon receipt of a written request from the GRANTEE, the DEPARTMENT may issue an advance payment to the GRANTEE. The advance payment will not exceed 25% of the approved grant amount.

Subsequent payments will be made to coincide, to the extent feasible, with the expenditure of cash by the GRANTEE. The GRANTEE must request such payments in writing based on the GRANTEE'S estimate of funds needed to meet current disbursements. The DEPARTMENT may set a minimum payment amount for each request for payment. The DEPARTMENT will withhold a percentage of grant funds for final payment in accordance with the paragraph below.

The DEPARTMENT will retain 10% of the funds available under this GRANT AGREEMENT until the following have occurred: the project activities have been concluded; the project has been inspected and approved by the DEPARTMENT; the GRANTEE has submitted the final payment application and documentation required by the DEPARTMENT under Article XII (closeout of grant agreement); and the DEPARTMENT has approved such application and documentation.

### Interest (see Article V (b))

Grant funds shall be deposited pursuant to Article V (a) in an **interest-bearing** account and maintained in the account until expended. The following provisions apply regarding interest:

- (1) *Interest shall be maintained in the account until used or paid to the DEPARTMENT in accordance with (2), (3), or (4) below. Interest earned and interest expended shall be reported as part of the closeout documentation required under Article XII (closeout of grant agreement).*
- (2) *Subject to the approval of the DEPARTMENT, the GRANTEE may use interest to carry out project activities.*
- (3) *Interest not used for project activities shall be paid to the DEPARTMENT.*
- (4) *If grant funds are required to be refunded to the DEPARTMENT under Article V (d), interest shall also be paid. The amount of interest will be the amount actually earned or, as determined by the DEPARTMENT, the amount that would have been earned if the grant funds had been maintained in an interest-bearing account as required above.*

### Acknowledgement of assistance (see Article XVIII)

The sign, publication, or other product of the grant will acknowledge financial assistance from the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, and will identify the Keystone, Recreation, Park and Conservation Fund.

### Ownership and control; non-conversion of use (see Article XXI)

For a fee simple interest in real property acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the declaration of taking or deed will include the following restrictive covenant:

*This property, or interest in property, was either acquired with, or donated as a match for, funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") under the Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("the Keystone Act"). This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur without the written consent of the Department or its successor. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.*

For an easement acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the instrument of conveyance of the easement will include the following restrictive covenant:

*This conservation easement was either acquired with, or donated as a match for, funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") under the Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("the Keystone Act"). This easement is a conservation servitude over the property in perpetuity and as such is binding on all current and subsequent easement holders and their personal representatives, successors and assigns. The Department and its successors have the following rights with respect to this easement: a) the right to compel transfer of the easement holder's rights and duties to another entity, including a municipality, if the easement holder fails to uphold and enforce the provisions of the easement, b) the right of prior approval of any amendment of this easement, c) the right of prior approval of any transfer of the easement holder's rights or interests under this easement, and d) the right to exercise the easement holder's rights and duties under this easement if the easement holder fails to uphold and enforce the provisions of the easement.*

**APPENDIX B  
CONTRACTOR RESPONSIBILITY PROVISIONS**

1. The GRANTEE certifies that as of the date of the full execution of this GRANT AGREEMENT the GRANTEE is not under suspension or debarment by the COMMONWEALTH or any governmental entity, instrumentality, or authority.
2. The GRANTEE certifies that as of the date of the full execution of this GRANT AGREEMENT it is not delinquent in any COMMONWEALTH obligation, including taxes.
3. The GRANTEE shall inform the DEPARTMENT if, at any time during the term of the GRANT AGREEMENT, it becomes delinquent in the payment of any COMMONWEALTH obligation, including taxes, or if it or any of its subcontractors are suspended or debarred by the COMMONWEALTH, the federal government, or any other state or governmental entity, instrumentality, or authority. Such notification shall be made within 15 days of the date of suspension or debarment.
4. An incorrect certification under paragraph 1 or 2 or a failure of the GRANTEE to comply with the notification requirements in paragraph 3 shall constitute an event of default of the GRANT AGREEMENT with the DEPARTMENT and will subject the GRANTEE to a termination for cause under Article XIV (Termination of Grant Agreement).
5. [The provisions in paragraph 5 have been deleted.]
6. The GRANTEE may obtain a current list of suspended and debarred COMMONWEALTH contractors by either searching the internet at the following address [www.dgs.state.pa.us](http://www.dgs.state.pa.us) or 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

Based on Management Directive 215.9 amended (4/16/99)

**APPENDIX C**  
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of this GRANT AGREEMENT, the GRANTEE agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the GRANT AGREEMENT or any subcontract, the GRANTEE, subcontractor, or any person acting on behalf of the GRANTEE or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this COMMONWEALTH who is qualified and available to perform the work to which the employment relates.
2. Neither the GRANTEE nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the GRANT AGREEMENT on account of gender, race, creed, or color.
3. The GRANTEE and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The GRANTEE shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the GRANT AGREEMENT relates.
5. The GRANTEE and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the DEPARTMENT and the COMMONWEALTH Department of General Services (DGS), for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the GRANTEE or any subcontractor does not possess documents or records reflecting the necessary information requested, the GRANTEE or subcontractor shall furnish such information on reporting forms supplied by the DEPARTMENT or DGS.
6. The DEPARTMENT shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The DEPARTMENT may cancel or terminate the GRANT AGREEMENT and all money due or to become due under the GRANT AGREEMENT may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the DEPARTMENT may proceed with debarment or suspension and may place the GRANTEE in the Contractor Responsibility File.

From Management Directive 215.16 amended (6/30/99)

**APPENDIX D  
CONTRACTOR INTEGRITY PROVISIONS**

1. The following definitions apply to this Appendix:
  - a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the DEPARTMENT.
  - b. Consent means written permission signed by a duly authorized officer or employee of the DEPARTMENT, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the DEPARTMENT shall be deemed to have consented by virtue of execution of this GRANT AGREEMENT.
  - c. THE GRANTEE means the individual or entity that has entered into this GRANT AGREEMENT including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
  - d. Financial Interest means:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The GRANTEE shall maintain the highest standards of integrity in the performance of this GRANT AGREEMENT and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the COMMONWEALTH.
3. The GRANTEE shall not disclose to others any confidential information gained by virtue of this GRANT AGREEMENT.
4. The GRANTEE shall not, in connection with this or any other agreement with the COMMONWEALTH, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the COMMONWEALTH.
5. The GRANTEE shall not, in connection with this or any other agreement with the COMMONWEALTH, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the COMMONWEALTH.
6. Except with the consent of the DEPARTMENT, neither the GRANTEE nor anyone in privity with THE GRANTEE shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this GRANT AGREEMENT except as provided therein.
7. Except with the consent of the DEPARTMENT, the GRANTEE shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The GRANTEE, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the DEPARTMENT in writing.
9. The GRANTEE, by execution of this GRANT AGREEMENT and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that THE GRANTEE has not violated any of these provisions.
10. The GRANTEE, upon the inquiry or request of the Inspector General of the COMMONWEALTH or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the GRANTEE'S integrity or responsibility, as those terms are defined by the COMMONWEALTH'S statutes, regulations, or management directives. Such information may include, but shall not be limited to, the GRANTEE'S business or financial records, documents or files of any type or form, which refer to or concern this GRANT AGREEMENT. Such information shall be retained by the GRANTEE for a period of three years beyond the termination of the GRANT AGREEMENT unless otherwise provided by law.
11. For violation of any of the above provisions, the DEPARTMENT may terminate this and any other agreement with the GRANTEE. This right is in addition to those the DEPARTMENT may have under law, statute, regulation, or otherwise.

From Management Directive 215.8 amended (12/20/91)

**APPENDIX E  
PROVISIONS CONCERNING  
THE AMERICANS WITH DISABILITIES ACT**

1. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the GRANTEE understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this GRANT AGREEMENT or from activities provided for under this GRANT AGREEMENT. As a condition of accepting and executing this GRANT AGREEMENT, the GRANTEE agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the COMMONWEALTH through contracts with outside contractors.
2. The GRANTEE shall be responsible for and agrees to indemnify and hold harmless the DEPARTMENT from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the DEPARTMENT as a result of the GRANTEE'S failure to comply with the provisions of paragraph 1.

**APPENDIX F  
TERMS AND CONDITIONS**

Appendix F does not apply to this GRANT AGREEMENT because no portion of the grant is federal money.

CITY OF ALIQUIPPA

Resolution No. 9 of 2008

2300-FM-RC0074 1/2008

**RESOLUTION PAGE**

WHEREAS, City of Aliquippa

(same on the Signature Page for the Grant Application and Grant Agreement)

("Applicant") desires to undertake the following project

[project title] Swimming Pool Feasibility Study; and  
(same as Section II of the Grant Application)

WHEREAS, the applicant desires to apply to the Department of Conservation and Natural Resources ("Department") for a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "Signature Page for Grant Application and Grant Agreement"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant; and

NOW THEREFORE, it is resolved that:

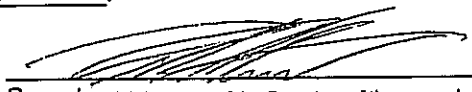
1. The ("Signature Page for Grant Application and Grant Agreement") may be signed on behalf of the Applicant by the Official who, at the time of signing, has TITLE of Mayor  
(Person appointed Must match "TITLE" on the Signature Page)
2. If this Official signed the ("Signature Page for Grant Application and Grant Agreement") prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "Signature Page for Grant Application and Grant Agreement", signed by the above Official, will become the Applicant/Grantee's executed signature page for the Grant Agreement, and the Applicant/Grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the TITLE specified in paragraph 1 and the Grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

Aliquippa City Council

(Identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

this 2nd day of April, 2008



Secretary (Signature of the Secretary of the governing body)

(SUBMIT TWO originals in Blue Ink)

<b>DCNR USE ONLY</b>
Project Number: <u>BPC-TAG-14-189</u>

**SIGNATURE PAGE FOR GRANT APPLICATION AND GRANT AGREEMENT**

*(All signatures must be ORIGINAL — please sign in BLUE ink; a hand stamp, FAX, or photocopy is not acceptable)*

Name of Applicant/Grantee

City of Aliquippa

(Legal Name of the Applicant/Grantee. This name must match the name on Section 1 of the Grant Application)

25-6000263

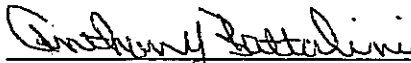
Federal Employer Identification No.

(10 digit number used to report withholdings to the IRS)

WITNESS:

  
Original Signature

**GRANTEE**

  
Original Signature

**Date:** April 21, 2008  
(typed or printed, but both dates for Witness and Grantee must match)

Name: Anthony Battalini  
(typed or printed name of the Official signing for the Grantee)

**Title:** Mayor  
(the Title of the Official must match the Title on the Resolution Page)

**Date:** April 21, 2008  
(the Witness and Grantee dates must match)

**(SUBMIT TWO originals in Blue Ink)**

**DCNR USE ONLY**

Project Number: BRC-TAG-14-189

**GRANT AGREEMENT SIGNATURE PAGE FOR THE COMMONWEALTH**

Name of the Grantee: Aliquippa City, Beaver County

E.I.N.: 25-6000263  
SAP Vendor #: 158696

*Commonwealth of Pennsylvania - Department of Conservation and Natural Resources*

*Daniel J. Suckell*  
Director, Bureau of Recreation and Conservation

2-13-09  
Date

Approved as to Legality and Form:

*Kimberly A. Hummel* *Angie M. Elliott*  
Chief/Assistant Counsel Office of Attorney General

N/A  
Office of General Counsel

80:2 NA 11 MAR 09  
DCMB-CHIEF COUNSEL RECEIVED

**Certification of Funds:**

I certify that funds in the amount of \$20,000 are available under Appropriation Symbol(s):

GR#: 4100048093

SAP Fund	Cost Center	G/L Account	Internal Order	Amount
3024207000	3842310001	6600400		\$20,000

Program KEYSTONE  
ME # 2780189  
Project # BRC-TAG-14-189  
CFDA # \_\_\_\_\_  
(Federal Grants)

*Pamela Lewis* 2/23/09  
PP&R Comptroller's Office Date

00 FEB 27 6X 13  
DCMB-CHIEF COUNSEL RECEIVED