Meeting Agenda
State College Borough Council Regular Meeting
Monday, January 9, 2017
7:00 p.m.

I. **Call to Order**

II. **Moment of Silence and Pledge of Allegiance**

III. **Roll Call**

IV. **Special Report/Business**

   A. The State Theatre's Annual Report

   B. Immigration Resolution

V. **Public Hour**

VI. **Items of Information**

VII. **Consent Items**

VIII. **General Policy and Administration**

   A. ABC Work Plans

   B. Centre County Tax Collection Committee Collection Agreement

   C. Regional Records Management Agreement and Ordinance

IX. **Planning & Zoning**

   A. Enactment of Zoning Odinance Text Amendment to Adjust the Inclusionary Housing Ordinance Waiver of Bedroom Mix Requirements

X. **Regional Issue**

XI. **Official Reports and Correspondence**

XII. **Adjournment**

Documents:

January 9, 2017 Agenda Packet.pdf

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State College Borough Council
Regular Meeting
Monday, January 9, 2017
7:00 p.m.

I. Call to Order

II. Moment of Silence and Pledge of Allegiance

III. Roll Call

Elizabeth A. Goreham, Mayor
Jesse L. Barlow
Catherine G. Dauler
Janet P. Engeman
Theresa D. Lafer
Evan Myers

IV. Special Report/Business

A. The State Theatre's Annual Report

Greg Ray, the State Theatre's Executive Director, will provide Council with an annual update on the Theatre's activities. [Page 5]

B. Immigration Resolution

Council members Evan Myers and Jesse Barlow have prepared a draft resolution on immigration for Council's consideration at tonight's meeting. The resolution expands on Resolution 1176, which was approved by Council at the December 5, 2016 meeting. [*Page 15*]

V. Public Hour – Hearing of Citizens

Anyone in the audience wishing to address Council with an item that is not on the agenda should ask to be recognized at this time. Each speaker will have up to four minutes to present comments to Council.

VI. Items of Information from Council Members

The Mayor will recognize any member of Council who wishes to bring up an item of information for the benefit of the full Council, including items that members may wish to have added to a future agenda.

VII. Consent Items

Recommendation: Staff recommends that Council approve the following consent items. (Attached to the agenda beginning on *Page 23* is the background information.)

A. Approve minutes from the meetings held in December:

December 5, 2016	Regular Meeting/Work Session	*Page 19*
December 6, 2016	Work Session	*Page 25*
December 12, 2016	Work Session	*Page 29*
December 19, 2016	Regular Meeting	*Page 33*

B. Approve payroll and voucher reports for the month of December 2016 in the amount of $ 3,013,547.01.

C. Approve *(with conditions)* the closing of the 100 block of South Allen Street, between College and Beaver Avenues, on Saturday, February 4, 2017, from 8 a.m. to 10 p.m., for the Centre Foundation's ice luminary event. [*Page 39*]

D. Award the professional consulting services contact for updating the Borough's Zoning Code to Clarion Associates, LLC, in an amount not to exceed $200,000. [*Page 47*]

VIII. General Policy and Administration

A. <u>ABC Work Plans</u>

Council received and reviewed the proposed 2017 Work Plans for the Redevelopment Authority, Planning, Transportation and Tree Commissions at their December 5 and 12 meetings. Council is asked to approve the various 2017 Work Plans at tonight's meeting. [*Page 49*]

<u>Staff Recommendation:</u> Staff recommends Council approve the 2017 Work Plans for the Redevelopment Authority, Planning, Transportation and Tree Commissions.

B. <u>Centre County Tax Collection Committee Collection Agreement(CCTCC)</u>

On December 21, 2016, the CCTCC approved an agreement with the Borough to collect county-wide Earned Income Tax beginning January 1, 2017. Council is asked to adopt the attached ordinance approving the agreement and authorizing the Manager to execute the agreement on behalf of the Borough. It should be noted that the agreement provides for a five-year term with two one-year optional extensions. A copy of the agreement is included beginning on *Page 57*.

Staff Recommendation: Staff recommends that Council approve the ordinance authorizing the agreement between the Centre County Tax Collection Committee and the Borough. A roll call vote is required.

C. Regional Records Management Agreement and Ordinance

On September 19, 2016, Council enacted Ordinance 2080 that approved an Intergovernmental Agreement for the purchase, operation and maintenance of a Regional Records Management and Mobile Computer System with Centre County, Penn State University, Ferguson and Patton Townships. After enacting Ordinance 2080, it was discovered additional language was needed in this regional system. All parties agreed the additional language was necessary and have agreed on this new agreement. Attached to the agenda is a copy of the Ordinance and Agreement repealing Ordinance 2080 enacted on September 19, 2016. [*Page 97*]

Staff Recommendation: Staff recommends that Council enact the Ordinance approving the new Intergovernmental Agreement and ratifying the purchase, operation and maintenance of a Regional Records Management and Mobile Computer System. A roll call vote is required.

IX. Planning & Zoning

A. Enactment of Zoning Ordinance Text Amendment to Adjust the Inclusionary Housing Ordinance Waiver of Bedroom Mix Requirements

A public hearing on the proposed text amendment to the Zoning Ordinance was held December 5, 2016. Borough Council reviewed the hearing comments and staff responses during the December 12, 2016 meeting. This amendment would modify the waiver process for adjusting the bedroom mix for the Inclusionary Housing Ordinance. [*Page 111*]

The current ordinance allows a waiver to be granted by the Planning Department to modify that mirroring requirement and change the bedroom mix of the inclusionary housing units based on the results of a market analysis of the affordable housing market. This proposed text amendment adjusts the waiver requirement for the bedroom mix for the affordable units to a conditional use permit process to be reviewed and approved by Council. The amendment would also require an applicant to submit documentation that the proposed inclusionary housing bedroom mix would retain an equivalent number of bedrooms as the market rate units. The waiver for the mirroring requirement for the inclusionary units could be modified if justified by a housing analysis that supports the affordable unit mix. Council may now take one of the following actions:

1. Enact the ordinance amendment, or

2. Take no action on the amendment and allow it to die without acting on the ordinance.

Staff Recommendation: Staff recommends Council adopt the amendment to the ordinance. A roll call vote is required.

X. Regional Issue

Council President, Tom Daubert, has announced that the COG Committee appointments and alternates will remain the same for 2017.

COG Committee	Appointment	Alternate
Executive	Thomas Daubert	Catherine Dauler
Finance	Evan Myers	Theresa Lafer
Human Resources	David Brown	Jesse Barlow
Parks Capital	Thomas Daubert	Evan Myers
Public Safety	Catherine Dauler	David Brown
Public Services & Environmental	Jesse Barlow	Janet Engeman
Transportation & Land Use/MPO	Theresa Lafer	Janet Engeman

Council is asked to approve the following policy on voting powers of meeting alternates for all COG Committees.

In addition to COG Committee appointments, each municipality should advise the Executive Director of the voting powers of any alternate representative to a Committee. The COG Articles of Agreement require that this information be relayed to the Executive Director during January of each year. COG will assume last year's status continues unless they hear something different.

Staff Recommendation: Staff recommends that Council approve the COG meeting alternate policy for all COG Committees.

XI. Official Reports and Correspondence

A. Mayor's Report

B. President's Report

Council met in an Executive Session prior to this meeting to discuss personnel matters.

C. Regional Liaisons Reports

- Executive – Thomas Daubert
- Finance – Evan Myers
- Human Resources – David Brown
- Parks Capital – Thomas Daubert
- Public Safety – Catherine Dauler
- Public Services – Jesse Barlow
- Transportation and Land Use/MPO – Theresa Lafer

D. Staff/Committee Reports

- Conflict of Interest Policy – *Page 117*

XII. Adjournment

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PennState

How the State Theatre Positively Impacts the Local Economy

This study was conducted by undergraduate students in the Community, Environment, and Development major to fulfill their capstone project requirement. The goal of the study was to determine how the State Theatre contributes to the local economy and gain an understanding of the attendee demographics.

Introduction

The two main objectives of our project were to determine the basic demographics of patrons to The State Theatre (TST), as well as The State Theatre's economic impact on the businesses of Penn State and downtown State College. Karen Gregg, the Administrative and Development Director of TST, is intending to use the data we collected to ultimately write grant proposals to present to the County Commissioner. She will use our data to understand The State Theatre's impact on the local economy, in hopes of finding a positive correlation with TST and downtown State College. The data collection timeline spanned from October 1 to November 15. We used both in-person and email surveys to collect data: the details surrounding the structure and context of the surveys are delineated below in the "Methodology" section. We are very proud of the number of survey responses we received, a total of 911! We firmly believe the information we collected through these surveys is invaluable in proving the financial and communal wealth The State Theatre brings to the State College community.

Methodology

Our methodology for collecting data was through two surveys. The two surveys varied so that one targeted people on the day of an event and the other survey targeted people on the State Theatre's listserv. The survey created for "day of" State Theatre events was done through in person collection and a drop box survey collection. The in-person survey consisted of more specific questions that were targeted towards what people do on the day of the State Theatre event. Examples of questions on the in-person survey included, "What kind of event are you attending today?" "Did you eat downtown before coming to the event? If so, where?". We gathered the data for the in-person survey at six different events recommended to us through our client. When approaching patrons of the State Theatre we tried to approach every 5th person to keep the data random and unbiased. We also had a drop off box for survey collection in the lobby of the State Theatre for patrons to complete at other events that our group members were unable to attend. In total we collected 67 surveys from our survey drop box and in-person collection.

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For our other survey, we created a more general questionnaire that was emailed out by the State Theatre marketing team to their patron listserv. In the email we laid out what the survey was about, who had access to the information collected, and a link to the online survey. The online emailed survey was the same length as the in-person survey and asked questions such as, "What kind of events do you generally attend at The State Theatre?" "Do you typically go out to eat in downtown State College beforehand?". We allowed access to the online email survey from Oct. 24 till Nov. 14th. Within the 20 days the online survey was open, we gathered 844 responses.

Through our three different types of survey data collection, we believe we were successful in gathering a large and varied range of responses. All the data collected was given to our client for use in grant writing.

Overall Results

After analyzing the data from the 911 respondents, the results from our study provide compelling evidence that the State Theatre's presence downtown contributes to the local economy. According to our study, nearly 3 out of 4 people who completed the online survey and over half of the in-person respondents said that they eat or get drinks before the show. The State Theatre brings business to 29 local restaurants and bars. Most notable are the Corner Room, the State College Diner, the Allen Street Grill,and Zeno's. Furthermore, the State Theatre's aim to serve the community is being met as just over 70% of the respondents reside in Centre County. The theatre is also successful in appealing to both males and females. However, there is a slightly higher percentage of females (56.7% of the total) than males (43.3% of the total). Attendees of the State Theatre are not very ethnically diverse. Most people who attend the State Theatre are white (94.7% of the total). However, this is comparable to the Centre County demographic profile where 89.5% of the community is white. Lastly, the Theatre appeals to people of varying income levels. The numbers are pretty evenly split between individuals making $25,001-$51,000, $51,001-$75,000, $75,001-100,000, and $100,001 or higher. Individuals making $25,000 or less make up only 6.1% of the respondent. This seems logical as the percent of students who attend the State Theatre only comprised 6.4% of the total responses.

Focus on Four Main Trends

Due to the enormity of data collected, we have opted to focus on four major trends, as requested by Karen Gregg. The first of these trends revolves around the percentage of people that choose to eat and/or drink at local State College restaurants either before or after a TST event. 72.5% of respondents reported that they eat or drink either prior to attending a show at the State Theatre, or immediately following the event. The top three restaurants which are most impacted by the State Theatre are, in this order, The Corner Room and the College Diner which received an equal number of attendees followed by The Allen Street Grill. In terms of bars, Zeno's is the bar most positively impacted, with Local Whiskey the next most popular bar among State Theatre attendees. Approximately 29 local restaurants and bars were reported as being visited before attending a show. The other three major trends we focused on analyzing

were of demographical nature. First, in terms of gender, out of the 898 patrons that chose to identify as either male or female, 388 patrons identified as male while 508 identified as female. This means that on average, 57% of the State Theatre's clientele identifies as female, while 43% identify as male. Next, we focused on ethnicity. The vast majority of clientele to the State Theatre falls under the "White" ethnic category. Out of 893 responses, 846 selected "White" as their ethnicity. As stated in our "Overall Results," that's a whopping 94.7% of the patrons surveyed. The next highest category was"Asian" which had 16 responses, followed by "Hispanic" with 11 responses, and "African-American" with 8. Combined, "Hispanic," "African-American," and "Asian" patrons only make-up 2.9% of the State Theatre patrons. Finally, we focused on the income ranges of attendees. We found that the State Theatre appeals to people of varying income levels. The numbers are reasonably split amongst the highest four income ranges. Individuals making $25,000 or less make up only 6.1% of the responses. This seems logical because the percent of students who noted their attendance at the State Theatre was only 6.4%. Although our surveys are confidential, we are aware that income questions can be uncomfortable for people to answer and therefore may have resulted in a high non-response bias.

Conclusion

The State Theatre's presence in the community stimulates the local economy. Since the study was only concerned with quantitative data regarding demographics and economics, it lacked a qualitative understanding of how the State Theatre affects the community in ways other than monetarily. However, a large number of comments received when asking for suggestions or comments were positive in nature. So, one can infer that the State Theatre provides a sense of community to the residents of State College and Centre County as a whole. Looking forward, it would be beneficial to study aspects outside of the financial perspectives. Furthermore, after doing this study we believe it would be worthwhile to collect data on which parking garages are used, in order to determine a correlation between State Theatre events and parking garage usage. Doing so would provide even more evidence of how the State Theatre positively impacts the local economy, and further add to positive data that would be supportive in writing successful future grant proposals.

Additional Information

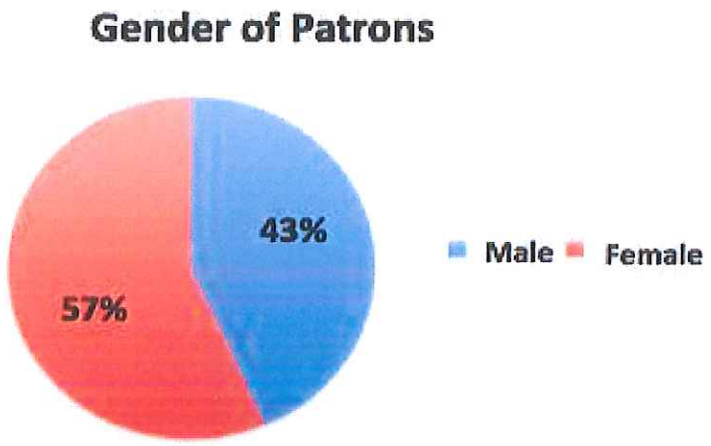
Due to the small number of surveys collected from our in-person and drop box collection methods, we decided to also include a more in-depth analysis of the in-person survey data as we found the in-person survey trends largely follow the overall survey trends we found. In total, we collected 67 of these in-person surveys. A total of 23 questions were asked on this survey covering topics such as demographics of the individuals who attended the events at State Theater and the economic impact.

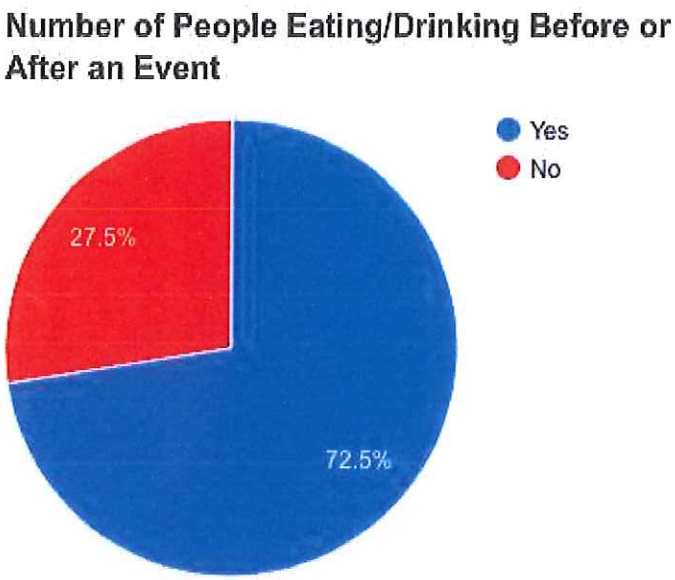
Demographical questions were asked to help assist in finding out who came to support the events that were held at The State Theater. Out of the 67 in-person surveyors, 48 of them were residents of Centre County, which is the home of The State Theater. It appears that out of these responders, only 20 of them were students attending The Pennsylvania State University. This implies that The State Theater primarily caters to non-student viewers. Thirty-four females attended events at The State Theater while 31 males attended these events. Based on this data, it is fair to say that the gender difference between State Theatre patrons is seemingly minimal. In terms of ethnicity, the in-person surveys depicted a mostly white pool, with 60 of the participants being of this ethnic group. There was only one participant who was of African-American ethnicity along with one Native American, two Asians, and two participants who identified themselves as being part of an unlisted ethnic group.

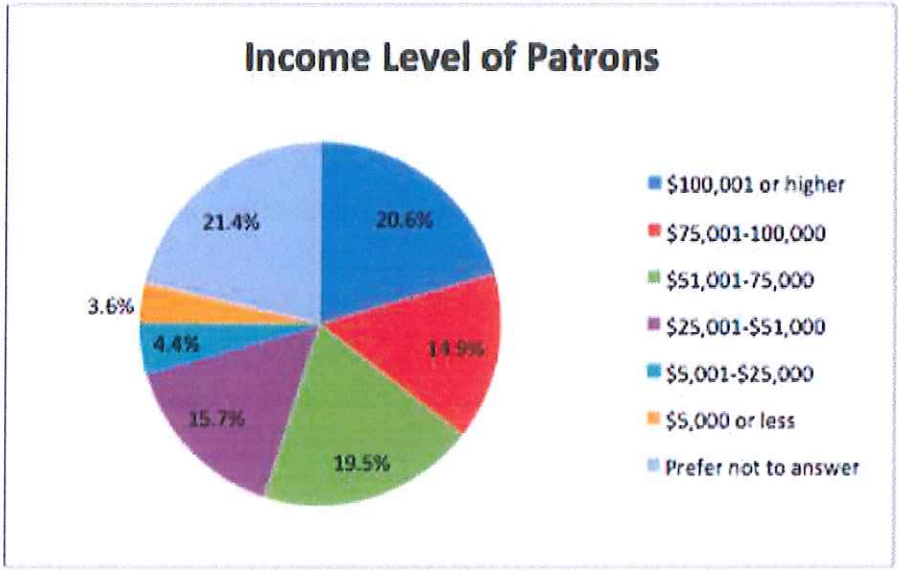
The State Theatre had a large impact on local businesses, according to our in-person survey results. 20 out of 67 patrons admitted to going out to eat before or after the event, while 23 people said they might go out after the performance. This led us to conclude that about 64% of people we interviewed had either already gone out to eat, or were thinking about going out after. The breakdown of the types of events that were viewed are as followed: 9 people watched a film, 20 people watched comedy, 3 people attended an event in The Attic, 12 people watched a music event, 15 people watched an opera, and 1 person watched a dance event. Most of the viewers did not plan on staying the night if they were visiting from out of town; only 3 people responded saying yes and 3 more people were unsure at the time if they were staying the night or not. Most of the survey participants attended their event at The State Theater via car; this was 49 of the participants method of transportation to their event at State Theater. 4 of the participants lived downtown or on campus which made it easier to navigate to The State Theater. 9 of the participants either walked or rode a bike to their event and last but not least, two of the participants either took a taxi, a Lyft or an Uber to their event.

Based on the data collected, 66 of the survey participants out of the 67 decided that they would attend another event at The State Theater and just one said that they might attend another event which indicates that The State Theater has satisfied its viewers and holds a strong a strong retention rate.

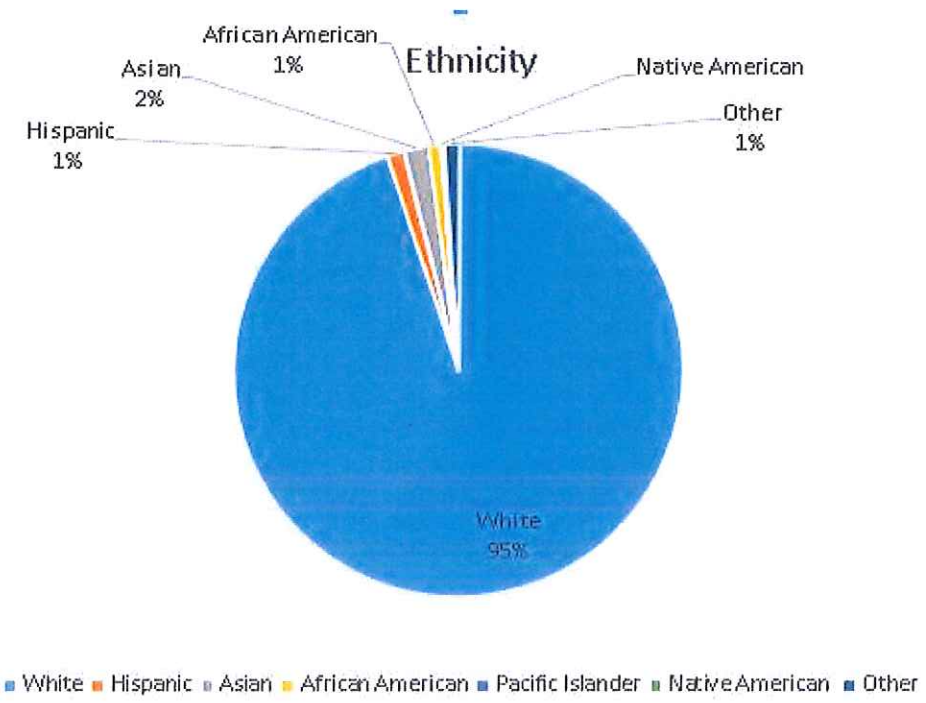
Appendix: Complementary Graphs

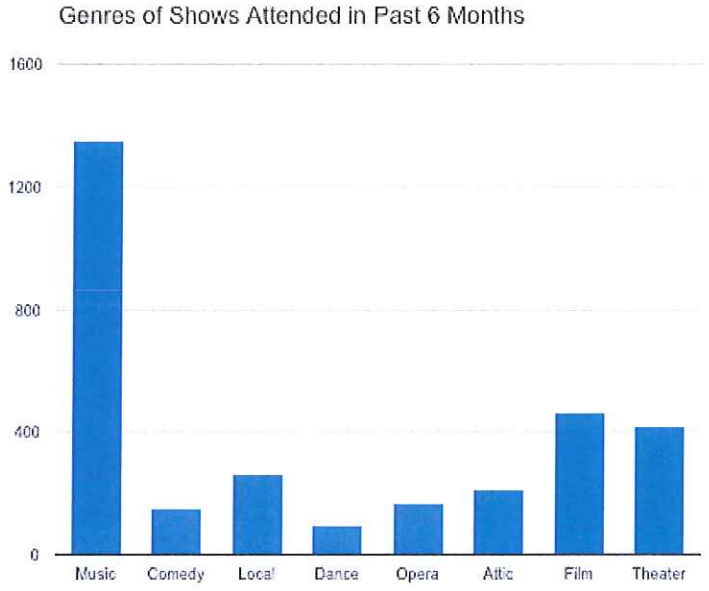






Income Level of Patrons	Number of People
$100,001 or higher	173
$75,001-100,000	125
$51,001-75,000	164
$25,001-$51,000	132
$5,001-$25,000	37
$5,000 or less	30
Prefer not to answer	180


Ethnicity
African American 1%
Asian 2%
Hispanic 1%
Native American
Other 1%
White 95%
White Hispanic Asian African American Pacific Islander Native American Other


Genres of Shows Attended in Past 6 Months
1600
1200
800
400
0
Music
Comedy
Local
Dance
Opera
Attic
Film
Theater

RESOLUTION _____

RESOLUTION ON IMMIGRATION ENFORCEMENT

WHEREAS, on December 5, 2016, that State College Borough Council adopted Resolution No. 1176, condemning Islamophobia, anti-Semitism, xenophobia, sexism and homophobia, in rhetoric or action, restating the Borough's commitment to serving all people and committing to supporting, promoting and standing up for the values of inclusion, equity and justice; and,

WHEREAS, the State College Council remains committed to the principles of non-discrimination as stated in Resolution No. 1176, including equal protection under the law; and,

WHEREAS, the Borough of State College will continue to welcome all persons, students and community members regardless of race, creed, color, sex, sexual orientation, gender, gender identity or expression, ethnicity, religion, disability status, genetic information, protected veteran status, military service, nationality, national origin or citizenship status, and support policies that do the same; and,

WHEREAS, all people present in the Borough of State College are members of the State College community and will be treated fairly and equitably; and,

WHEREAS, the State College Council believes that it is important to expand on the principles expressed in Resolution No. 1176, Commitment to Equity and Inclusion, to expressly address the State College Council's position on immigration enforcement in the State College Community.

NOW, THEREFORE, BE IT RESOLVED by the State College Council that it believes that enforcing immigration law is a federal responsibility and it is not the responsibility of local officials to enforce immigration law.

BE IT FURTHER RESOLVED, that the State College Council believes that entangling local officials in enforcing immigration law undermines the State College Council's commitment to non-discrimination, public safety and the equal provision of local services.

BE IT FURTHER RESOLVED, that the State College Council opposes any immigration policies at the local, state and federal level that seek to register or track individuals based on religion, ethnicity, national origin, nationality, or citizenship as a law enforcement tool as undermining the State College Council's commitment to non-discrimination and are counterproductive.

BE IT FURTHER RESOLVED, that the State College Council will partner with Penn State Law's Center for Immigrants' Rights Clinic on forums and teach-ins aimed at educating members of our community about immigration law, policy and rights, and to ensure that our

community has access to accurate information and legal resources for community members with questions concerning their immigration status.

BE IT FURTHER RESOLVED, that the State College Council will not voluntarily assist in any efforts by the federal government to apprehend, detain or deport community members.

BE IT FURTHER RESOLVED, that the State College Council supports the practice of State College Police Department that officers will not ask victims or witnesses about immigration status. To the extent the Borough obtains such information the Borough will not disclose the information to any other agency without the consent of the affected member, except as may be required by law.

RESOLVED this 9th day of January, 2017.

ATTEST: BOROUGH OF STATE COLLEGE

_____ _____

Sharon K. Ergler
Assistant Borough Secretary

Thomas E. Daubert
President of Council

CONSENT AGENDA
January 9, 2017

VI. Consent Items

Recommendation: Staff recommends that Council approve the following consent items.

A. Approve minutes from the meetings held in December:

December 5, 2016	Regular Meeting/Work Session
December 6, 2016	Work Session
December 12, 2016	Work Session
December 19, 2016	Regular Meeting

B. Approve payroll and voucher reports for the month of December 2016 in the amount of $3,013,547.01

C. Approve *(with conditions)* the closing of the 100 block of South Allen Street, between College and Beaver Avenues, on Saturday, February 4, 2017, from 8 a.m. to 10 p.m., for the Centre Foundation's ice luminary event.

D. Award the professional consulting services contract for updating the Borough's Zoning Code to Clarion Associates, LLC, in an amount not to exceed $200,000.

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Meeting Minutes
State College Borough Council
Regular Meeting/Work Session
Monday, December 5, 2016

The State College Borough Council met in a regular meeting on Monday, December 5, 2016, in the State College Municipal Building, 243 South Allen Street, State College, PA 16801. Mayor Goreham called the meeting to order at 7:00 p.m.

Present: Elizabeth A. Goreham, Mayor
Thomas E. Daubert, Council President
Jesse L. Barlow
David J. Brown
Catherine G. Dauler
Janet Engeman
Theresa D. Lafer
Evan Myers

Also present: Terry J. Williams, Borough Solicitor; Thomas J. Fountaine, Borough Manager; Sharon K. Ergler, Assistant Borough Secretary; Edward LeClear, Planning Director; Charles Jones, Interim Public Works Director; Dwight Miller, Manager of Financial Services; Amy J. Kerner, Borough Engineer; Courtney Hayden, Communication & Special Project Coordinator; Roger A. Dunlap, Assistant Borough Manager; Anne Messner, Planner/Zoning Officer; Morgon Goranson, UPUA Student Representative; John Gardner, Chief of Police; Thomas R. King, Assistant Borough Manager; Jenna Wargo, Planner; Borough residents and members of the media.

Moment of Silence

Mr. LeClear commented that Lu Hoover, the Borough's Senior Planner for the past 27 years, had passed way. He said Ms. Hoover had been an integral part of the community who had worked tirelessly and silently on efforts such as affordable housing, human services and human rights. She also played a huge roll in getting Addison Court, Yorkshire Village, House of Care, Women's Resource Center and Waupelani Heights up and running. She was someone that was always a grinder and saw everything in a positive light and was loyal to the Borough and to the community until the end. Mr. LeClear said Carl and Jan Hess, retired Borough employees, had said it best in an email that Lu was a selfless, modest person who never sought the limelight. She was an ideal employee and a great friend. Mr. LeClear said he was glad he had the privilege to work with her. He asked everyone to keep her mother and spouse in their thoughts.

Public Hearings

<u>2017 Operating Budget</u>

Mayor Goreham opened the hearing at 7:07 p.m.

Mark Huncik, 505 East McCormick Avenue and President of the Highlands Civic Association (HCA), stated that staff's budget recommendations were not aligned with the neighborhood's needs. Staff had recommended tax increases for several years forward. He requested a meeting to express the neighborhood's expectations and staff's role in the process. He said that meeting was being held later in the week to discuss the matter. He said in using the Highlands camera project as an example, the HCA had taken a lead role in that project and that was very successful and the project came in under budget by 60% with greater technical capacity then initially proposed. He said that project should be looked at as a model for success.

Mayor Goreham noted that Susan Venegoni, 323 West Fairmount Avenue, had submitted her comments regarding the proposed 2017 Budget via email earlier that day. She said Ms. Venegoni and Mr. Huncik's comments would be included in the budget matrix prepared by staff.

Mayor Goreham closed the public hearing on the Borough's 2017 Operating Budget at 7:11 p.m.

<u>Inclusionary Housing Ordinance Amendment</u>

Mr. Fountaine said the proposed inclusionary housing amendment adjusts the waiver requirement for the bedroom mix for the affordable housing units to a conditional use permit process to be reviewed and approved by Council. He

said the amendment would also require an applicant to submit documentation that the proposed inclusionary housing mix would retain an equivalent number of bedrooms as the market rate units. He noted that the waiver for the mirroring requirements for the inclusionary housing units could be modified, if justified by a housing analysis that supported the affordable unit mix.

Mr. Williams called the hearing to order at 7:12 p.m. He noted that the State College Planning Commission's Summary, attached to the agenda, would be added to the record.

Mr. LeClear provided an overview of the existing requirements and explained the details of the zoning amendment.

Mr. Williams said Susan Venegoni, 323 West Fairmount Avenue, had provided public comment in an email communication to Council about the proposed amendment. She had indicated she was opposed to the amendment and in her opinion it should remain as it was currently in affect.

David Stone, 539 East Foster Avenue, said he shared a lot of Ms. Venegoni's concerns because he also thought a waiver should not be granted because it would provide 28 more inclusionary housing opportunities. He said when the Planning Commission (PC) had discussed it, the PC had taken that concern and developed a solution. He briefly outlined what had occurred at THE RISE. The summary the applicant had prepared had included some numbers about graduate students and undergrads; however, they deliberately excluded seniors, graduates and undergraduates. He agreed that there may be some buildings being built that may not be appropriate for some kinds of families. He said he did not believe the way the ordinance was written worked. The proposed waiver would allow for smaller units. It would also serve to exclude these other categories or non-traditional, which included seniors, graduate students and veterans. Reform moves towards solving this and to exclude the other categories. Mr. Stone said there was evidence that the applicant could be challenged by the public. He urged Council to keep the existing ordinance and make it clear and be skeptical about applying the waiver.

Mr. Williams closed the public hearing at 7:23 p.m.

Public Hour

Terry Melton, 532 East Irvin Avenue, said in October the Borough had received a letter from the ClearWater Conservancy regarding the Meyer and Everhart properties, which are located in College Township, and explained in detail about a proposed conservation initiative. She said the Borough had postponed ClearWater's presentation on the initiative until later this month. She said the initiative was a once in a lifetime initiative for open space. She urged Council to support ClearWater's request to purchase the land and conserve it as soon as possible from future development.

Mr. Myers said he wanted to make a few comments about the incidents that had occurred two nights go. First, he praised local law enforcement and noted that they were the model of how to police in a college town. Second, he said he wanted to focus on justice and how to enforce the law. He said he knew the impacts of the students' behaviors would affect some of the students forever; however, there were consequences with a lifelong impact. He added with action becomes responsibility and at the same time, false equivalency. Mr. Myer said while Penn State had attempted to step up and address some of these issues, it was going to take a concerted effort/action by Penn State, the State College Borough, students and residents to see a change. He said he thought everyone would agree that we know what kind of community we want State College to be.

Ms. Lafer said there had been a civil discussion on the Highlands listserv about the recent riot. She said if the Penn State students wanted to celebrate something that had happened, why not keep the celebration on campus, particularly in front of Old Main or near the dorms. She said she knew of at least four broken streetlights. She said numerous students had complained and sent letters because Council had not wanted to add more streetlights. Why should the Borough be excited about installing replacements or new streetlights when they keep getting torn down. Once the students who were responsible for tearing them down were identified, these students would be responsible for paying restitution. She added that this kind of behavior was not acceptable, especially in the middle of a large crowd with the possibility of causing bodily injuries to others who are innocent bystanders. She said she had no sympathy for those who think it is okay to come downtown and cause destruction. She also agreed with Mr. Myers because she too thought the police did a fantastic job. She said the only people who deserved that win and the championship were the players and coaches.

Mr. Goranson said he did not think it was fair to make generalizations about any large groups of people. He commented that the students who were trying to make this town better and safer, were not the same people who were tearing the streetlights down. There were a few students who had made really bad decisions this past semester. He added that the student leaders do not condone the behavior. He said it hurts to watch it happen. We hate it but we cannot put all the blame on the entire student body. He asked Council to keep in mind going forward

that yes there were a few doing these actions, and there were also a few encouraging the actions; however, it was a small minority of students and some of the offenders identified were not students. He also congratulated the State College Police Department on the fantastic, peaceful way they calmed everything down.

ABC Reports

Mr. Fountaine said the various Authorities, Boards and Commissions had been asked to provide an update on the ABC's recent activities and to present their proposed 2017 work plans. Council was not being asked to take action on any of those items at the meeting. He stated that the 2017 work plans would be included on a future work session for discussion and Council would be asked to vote on the 2017 work plans early in 2017.

Design Review Board (DRB) – Rick Bryant, DRB Chair, provided Council with an update on the DRB's recent activities. He pointed out that the DRB was merging with the Historic Resources Commission in January 2017.

Historic Resources Commission (HRC) – Eric Boeldt, Chair of the HRC, also updated Council on the HRC's since they were merging with the DRB. He said the HRC had worked on the development of a Historic Architecture Review Board (HARB) Ordinance for State College, one that was like the state's recommended ordinance. He said as written, the proposed ordinance would not apply to the interior of any building. He said he was hopeful the drafted HARB Ordinance would be submitted to Council early in 2017 for their consideration.

Redevelopment Authority (RDA) - Sally Lenker, Chair of the RDA, said the RDA continued to work on the Homestead Investment Program and sold three homes in 2016. In addition, the RDA purchased another owner occupied home late in the year. She stated that the Real Estate Advisory Committee had made some program recommendations earlier in the year and she was hopeful the program would continue for the next three years. She also reported that the RDA worked with staff on the State College Towne Centre Project, including geotechnical drilling, reviewed qualifications from potential developers, and met with representatives from Verizon to discuss some additional floors for development.

Mr. Fountaine said the scope of the Towne Center project included the evaluation of a portion of the 200 block of South Allen Street as the potential site for redevelopment. The area included was from the Verizon Building at the corner of South Allen Street/Foster Avenue up to and including the First National Bank. He added that a lot of the work being done was preliminary and a final plan would be put together once the results of the geotechnical tests were in.

Ms. Engeman asked which Verizon Building was involved in the plan. Mr. LeClear said the RDA was exploring the option to build above the existing switching station. He stated that this could be very expensive and not very feasible; however, they would find that out later.

Transportation Commission (TC) – Paul Rito, TC Chair, said the TC continued to look at parking, safety issues, traffic flow, pedestrians and five intersections. He said the TC identified ten intersections with the most accident problems and rated them and prioritized five to be studied more in depth. Stahl Sheaffer, a local consulting firm, had been working on those. He said the TC also looked at the various municipal parking facilities, including the elevator replacements at the Fraser and Beaver Avenue and the Pugh Street Garages.

Mr. Rito said the TC was interested in doing a multimodal safety study at the intersection of Park Avenue and South Allen Street since there had been a few accidents at that location. He said the TC was in the process of drafting a letter to Senator Corman and Representative Conklin requesting all licensed drivers be required to go through a refresher test when renewing driver licenses any time traffic laws had been changed.

Ms. Lafer mentioned the Garner Street corridor where there was a high volume of pedestrians and motorists. She said the bigger problem was that motorists were failing to stop at various intersections. She asked if there were any ways to slow traffic down. She commented that people often pop up over the hill and they appear with great suddenness. She inquired about speed humps/bumps or raised inlets.

Mr. Rito said the latest traffic study showed that speeds were not excessive in that area. Ms. Lafer said she would encourage the SCPD to enforce the traffic laws.

Mr. Daubert stated that he regularly see bicyclists riding their bicycles in the dark without lights. He said he routinely sees a bicyclist along Beaver Avenue that consistently does not stop for the traffic light. He said the TC needs to work on an educational campaign reminding bicyclists they need to follow all state and local ordinances. Mr. Rito said the TC had been doing that for a long time.

Tree Commission (TC) – Nick Kerlin, Chair of the TC, updated Council on the Commission's recent activities, which included discussions on tree removals and plantings. He noted that 50% of the trees that had to come down were because of Emerald Ash Bore. Mr. Kerlin said there were 138 new plantings approved for the spring of 2017. To

date, there were 6,500 trees in the Borough, which included 150 varieties. He stated that for the 33rd consecutive year, State College was awarded a Tree City USA Award.

Ms. Dauler asked a question about more bike racks downtown. She said she had noticed that a lot of the newly planted trees were being used as a bike rack. She asked if that was something the trees could withstand or could they be protected from. Mr. Kerlin said the issue Ms. Dauler raised had never been brought to his attention before. He stated that the larger caliber trees were being planted in the downtown .

Consent Items

Ms. Lafer made a motion to approve the following Consent Items. Mr. Myers seconded the motion which passed unanimously.

- Approve the closing of various downtown streets on Saturday, December 31, 2016, from 6 p.m. to 8 p.m. for the First Night 5K Resolution Run.

- Approve the use of the Mayor Welch Plaza and the Municipal Building Lobby (with conditions) on Tuesday, December 27, 2016, from 5 pm. To 7 p.m. for the annual Menorah Lighting Ceremony.

General Policy and Administration

Ordinance for the Conduct of 2016 First Night

Mr. Barlow made a motion to enact Ordinance 2081 designating the area and time during which the First Night activities may take plan. Mr. Myers seconded the motion which passed unanimously in a roll call vote.

Equity and Inclusion Commitment Resolution

Ms. Dauler made a motion to adopt the Equity & Inclusion Commitment Resolution that was previously presented by Ms. Dauler in response to a National League of Cities (NLC) subcommittee meeting held at the 2016 City Summit. Ms. Lafer seconded the motion.

Mr. Barlow recommended rewording the fourth whereas, which Ms. Dauler agreed.

Mr. Myers thanked Ms. Dauler for bringing the resolution forward. He said the resolution was a fundamental statement for basic rights of all. He said some people think that equity and inclusion was not something Council should be concerned with; however, the welfare and safety of the Borough residents was Council's concern and he said he felt it was fitting and proper for Council to approve the resolution.

Mr. Fountaine said he would like to schedule an opportunity for Council to talk about the Borough's policies and how the Borough handles those matters.

Ms. Dauler said she thought that was a very good idea. She stated she appreciated everyone vocal support for the resolution. She said there may be some people that may think a resolution like the one prepared by the NLC was not necessary; however, some people were not faced with some of the egregious problems like other communities.

Mr. Brown said he agreed with the sentiments expressed tonight and added that he would like Council to explore the possibility of making State College a sanctuary city. He said he would like some time set aside to discuss the pros and cons of that.

The motion to adopt the amended resolution passed unanimously.

Public Works

Action on PennDOT's Request for Night Work on Atherton Street

Mr. Fountaine said following a lengthy discussion with PennDOT staff at the November 21 meeting, PennDOT had notified the Borough that the 16-hour/day option was not feasible. As a result, a new survey was not presented to the College Heights residents. He said staff was still recommending a 24-hour work day for the reconstruction over a 16 day period starting May 7 and running through May 24, 2018. He added that the 24-hour/day option minimized the exposure.

Mr. Brown made a motion to approve PennDOT's request for a waiver to the Borough Noise Ordinance to allow 24-hour work specifically for the reconstruction of North Atherton Street, between Michell Avenue and Hillcrest Avenue, over 16 days starting May 7 through May 24, 2018.

Ms. Engeman seconded the motion, which passed unanimously.

Official Reports and Correspondence

Mayor's Report – Mayor Goreham said she recently attended The State Theatre's 10th Anniversary celebration. She stated there was a lot of well-deserved enthusiasm, as well as a lot of wonderful entertainment.

President's Report – Mr. Daubert said prior to tonight's meeting, Council held an Executive Session regarding pending litigation.

Staff/Committee Reports – Mr. Fountaine said the most up-to-date budget comment matrix was distributed to Council. He said staff was not planning to discuss the budget during the work session. He asked that Council review the information contained in the matrix and be prepared to discuss it at Tuesday night's work session. He said he wanted to confirm that staff had captured all of Council's comments accurately.

Student Representative Report – Mr. Goranson reported that the UPUA recently passed a resolution asking University President, Eric Barron, to consider making Penn State a sanctuary campus.

Council recessed to a work session at 8:31 p.m.

Council reconvened at 8:45 p.m. and continued its review of the Property Maintenance Code Revisions.

Property Maintenance Code Revisions

Mr. King said Council was asked to begin its discussion on Chapter 8 of the PMC Code. He noted that Ms. Hayden was going to continue updating the PMC Code matrix during Council's review and discussion. Council completed its review up through Chapter 805.13. Council was asked to finish its review of the remainder of Chapter 8 and the review Chapters 9 and 10 at the December 12 work session.

The meeting adjourned at 10:04 p.m.

Respectfully submitted,

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Sharon K. Ergler
Assistant Borough Secretary

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Meeting Minutes
State College Borough Council
Work Session
Tuesday, December 6, 2016

The State College Borough Council met in a work session on Tuesday, December 6, 2016, in the State College Municipal Building, 243 South Allen Street, State College, PA 16801. Mayor Goreham called the meeting to order at 5:40 p.m.

Present: Elizabeth A. Goreham, Mayor
Thomas E. Daubert, Council President
Jesse L. Barlow
David J. Brown
Catherine G. Dauler
Janet P. Engeman
Theresa D. Lafer
Evan Myers

Also present: Thomas J. Fountaine, II, Borough Manager; John Gardner, Chief of Police; Thomas R. King, Assistant Borough Manager of Public Safety; Roger A. Dunlap, Assistant Borough Manager; Dwight Miller, Manager of Financial Services; Courtney E. Hayden, Communication & Special Project Coordinator; Cynthia S. Hanscom, Director of Human Resources, P. Rick Ward, Parking Manager; Morgon Goranson, UPUA Student Representative; Judy Altieri, Staff Assistant; and several area residents and students.

Public Hour – Hearing of Citizens

Pat Vernon, a College Township resident, indicated that he had recently participated in the College Heights Christmas Home Tour. He noted that it was amazing and the residents should be proud of their neighborhood.

General Policy & Administration

Property Maintenance Code (PMC) Revisions – Chapter 8, 9 & 10

Mr. Fountaine noted that following the conclusion of tonight's review, staff would compile all modifications into a draft proposal and present them to Council at an upcoming meeting to verify that the amendment was ready for a public hearing.

Council had a thorough discussion related to the point system described in Section 806.

Mr. King clarified that points were assigned at the time of violation and the maximum number of points that could be accumulated in one days' time was three points (unless the property did not have a valid rental permit). He noted that staff believed that the current point system was effective and addressed problem properties sufficiently. He also noted that the system provided the property owner with the opportunity to address issues with tenants before a suspension was instituted.

Ms. Lafer wondered if a property could ever get an automatic suspension. Mr. Fountaine noted that it occasionally happened and was usually related to a code violation.

Susan Venegoni, 323 West Fairmount Avenue, indicated that in the past, there had been properties that had received up to 28 points in a single day. She wondered if the Borough should rethink the proposed change. She added that a property still had to get to five points to get a letter from the Borough.

Pat Vernon, who spoke earlier that evening, stated that the PMC was just too big and it was almost impossible to see all the interactions between the sections. He stated that there were not any incentives for a landlord to maintain a good property. He noted that he believed that the Nuisance and Property Maintenance Code should be separated. He also commented on the 7-day visitor limitation. He also wondered how nuisance property owners were being notified.

Mr. King continued the review, noting that the Borough's notification would go out from his office and he would be happy to share a sample letter with Council. He added that most property owners were more than willing to meet and discuss options for a Corrective Action Plan.

Mr. Daubert stated that the letter from the Borough should go out via certified mail.

Mr. LeClear reviewed Section 807 with Council, which addressed Student Home Licensing.

Mr. Daubert wondered if this section should really be part of the code. Mr. LeClear noted that it was moved into the PMC in 2013 (an action which was approved and adopted by Council).

Henry Chiarkas, the rental property owner at 1215 Old Boalsburg Road, asked what the purpose of the Student Home Licensing fee was. Mr. Fountaine indicated the fee was adopted in 2013 and the Borough was just now starting its implementation. The purpose was to help the Borough identify legal student homes, reminding Mr. Chiarkas and Council that there were several homes illegally renting to students within the Borough.

Mr. LeClear noted that through the process, the Borough had identified 150 student homes that were previously not identified as student homes.

Mayor Goreham indicated she needed to limit the audience interaction with Council so Council could get through their work session discussion.

Mr. King noted that there were not any comments for Chapter 9, and only one for Chapter 10 (Well Drilling). He also addressed some general comments that were listed at the end of the matrix.

Mr. Fountaine noted that the review of the PMC had been a long process (1.5 years) of discussions and meetings with stakeholders, the public and the Code Administration staff. He indicated that the issues had been reviewed and addressed and the Borough needed to wrap-up the project for adoption in 2017.

Mr. King indicated he would work with Courtney to be sure everything was pulled together for one more Council review to be certain things were captured correctly.

Ms. Lafer asked a question related to one of the final general comments in the matrix. She wondered "who" made decisions regarding modernization.

Walter Schneider, Code Administration Director, indicated that all citations were appealable and that a clear hazard would have to be present. He noted that an appeal had several steps and the Appeal Board would have the final decision.

Mr. Fountaine stated that the Borough, as well as other surrounding municipalities, had designated Code Administration as the responsible party for the review, permit issuance and inspection of building construction, rental housing and commercial fire safety within the Borough. He added that the appeal process was put in place to assist homeowners.

Mr. Fountaine stated that the public hearing would be scheduled as soon as Council had the opportunity to do one last look through, with final adoption planned for early 2017.

2017 Operating Budget

Mr. Fountaine noted that several comments had been captured over the last few weeks in the budget matrix. He asked Council if they had any more questions, and if not, staff would continue to prepare the documents needed for budget adoption at the December 19, 2016 meeting.

Mr. Daubert indicated that there were still some areas of the budget documentation that were confusing, i.e., donations to the State Theatre, etc. He also stated that it would be helpful to be able to look forward and backwards 2-3 years in each direction.

Mr. Fountaine stated the budget was presented with two years of data and that Council continued to receive periodic year-to-date reports. He noted that formatting that much information would likely be an issue because the paper was only so big. He indicated the information could always be made available if requested by any Council member. He added that the community grants section was itemized.

He continued and reminded Council that the Borough was starting to fall behind on capital projects and it would be important for Council to set a funding goal for those projects. He indicated that staff would be recommending a funding mechanism for capital projects beginning with the 2018 budget process.

Mr. Daubert stated that since there were no other Council questions or recommendations, that Council cancel the meeting planned for December 13. If everyone agreed, then there were just two more meetings planned - December 12 and 19, 2016. Council agreed with Mr. Daubert's recommendation.

Adjournment

There being no additional business to discuss, the work session adjourned at 6:46 p.m.

Respectfully submitted,

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Sharon K. Ergler
Assistant Borough Secretary

Prepared by Judy Altieri, Staff Assistant

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Meeting Minutes
State College Borough Council
Work Session
Monday, December 12, 2016

The State College Borough Council met in a work session on Monday, December 12, 2016, in the State College Municipal Building, 243 South Allen Street, State College, PA 16801. Mayor Goreham called the meeting to order at 7:04 p.m.

Present: Elizabeth A. Goreham, Mayor
Thomas E. Daubert, President of Council
Jesse L. Barlow
David J. Brown
Catherine G. Dauler
Janet P. Engeman
Theresa D. Lafer
Evan Myers

Also present: Thomas J. Fountaine, II, Borough Manager, Edward W. LeClear, Director of Planning; Charles M. Jones, Interim Director of Public Works; Dwight J. Miller, Manager of Financial Services; Cynthia S. Hanscom, Human Resources Director; P. Rick Ward, Director of Parking; Thomas R. King, Assistant Borough Manager; John F. Gardner, Police Chief; Edward C. Holmes, Public Services Manager, Anne D. Messner, Senior Planner; Morgon Goranson, UPUA Student Representative and interested citizens.

Public Hour – Hearing of Citizens

Cynthia Hahn, Director of C-NET, reported C-NET had been awarded first place in the category of Local Events and Festivals from the Jam Video Festival. The video program submitted for the award was highlights of the 2016 Festival of the Arts. Applicants were accepted nationally for this program. The program was completed by C-NET interns and was funded by the Community Programming Grant.

Slab Cabin Run Initiative

Deborah Nardone, Executive Director of ClearWater Conservancy, presented a proposal for the Borough to participate in a funding request to allow ClearWater to proceed with the acquisition of a conservation easement to permanently conserve 300 acres of agricultural land immediately outside the regional growth boundary along the University Drive extension; this proposal included lands of the Meyers and Everhart Farms. ClearWater asked the Borough to contribute $100,000 to support the project. Similar requests have been made to other Centre Region municipalities and to the State College Borough Water Authority.

Mr. Fountaine stated this request was not received in time for the 2017 State College Budget, however, if Council wished to participate in the project funding, Council could take an action to either fund the request from a supplemental appropriation or pledge the financial support for appropriation in a future budget.

Ms. Nardone stated the proactive project would concentrate on three main factors. The program would protect the community's drinking water supply at the source, review ways to restore Slab Cabin Run water and to preserve the agriculture within Centre County. ClearWater would purchase the development rights of the land, but the land owners would continue to own the land.

Mr. Barlow asked how ClearWater decided the amounts each municipality should contribute. Ms. Nardone explained the community would pay for half of the project and local municipalities would assist paying the other half. Ms. Nardone also explained consideration was given for each municipalities' population, proximity to the project and how much was contributed to similar projects in the past.

Mr. Myers questioned where the money would come from to fund the ClearWater project. Mr. Fountaine commented that staff would likely recommend these funds to be dispersed over the next four years from real-estate taxes. However, if Council was to approve a lump sum, Mr. Fountaine recommended it be a supplemental appropriation next week.

Ms. Engeman asked what would happen if the Meyers choose to abandon farming and made the property a park. Kevin Abbey, Land Conservation Manager at ClearWater, stated it was possible for the Meyers to abandon farming, but the negotiations were to continue the land use as agriculture, however; in the future, the easement may be amended to create a park.

Kelly Ann Foster, ClearWater Board member, expressed the importance of the project and how it provided a long-term return to the community. Cynthia Berger, a Steward with ClearWater, asked Council to consider future costs to clean water if it was not protected now.

Planning Commission Report

Michael Roeckel, Planning Commission Chairman, reviewed the Commission's proposed 2017 work plan and provided an update on the Commission's recent activities.

ABC Work Plans and Summaries

Council was asked to review the 2017 Work Plans for the Design Review Board, Redevelopment Authority, Historic Resources, Planning, Transportation and Tree Commissions. Final approval of the Work Plans was anticipated to be scheduled following the adoption of the 2017 Annual Operating Budget.

2017 Borough Council Meeting Schedule

Council was asked to review the 2017 Borough Council meeting schedule and discuss any changes. The meeting schedule would be approved at the December 19, 2016 Council meeting.

2017 Budget Review and Wrap-Up

Council continued to review and discuss the 2017 Budget. As proposed, the 2017 Budget included total expenditures, after adjustments for inter-fund transfers, of $48,594,329, broken down by operating funds. The proposed 2017 Budget was posted on the Borough's website and on the website under Publications, titled "2017 Proposed Borough Budget." In addition, a copy of the full document was available for public inspection in the Borough Secretary's Office and at Schlow Centre Region Library.

Mr. Fountaine reminded Council the proposed 2017 General Fund Budget was balanced with recurring revenues of $27,627,810, an allocation of $331 from unreserved fund balance, an allocation of $271,761 from Insurance Reserves and expenditures of $27,628,141. He then reviewed the actions that would be required by Council at the December 19, 2016 meeting.

Council members had no additional comments on the proposed budget.

Amending the Zoning Ordinance to adjust the Inclusionary Housing Ordinance Waiver of Bedroom Mix Requirements

Mr. LeClear explained this amendment would modify the waiver process for adjusting the bedroom mix for the Inclusionary Housing Ordinance. The current ordinance requires that applicants develop the inclusionary units with the same bedroom mix as the market rate units – essentially mirroring the units between the inclusionary and market-rate program. The current ordinance allows a waiver to be granted by the Planning Department to modify that mirroring requirement and change the bedroom mix of the inclusionary housing units based on the results of a market analysis of the affordable housing market. This proposed text amendment adjusts the waiver requirement for the bedroom mix for the affordable units to a conditional use permit process to be reviewed and approved by Council. The amendment

would also require an applicant to submit documentation that the proposed inclusionary housing bedroom mix would retain an equivalent number of bedrooms as the market rate units. The waiver for the mirroring requirement for the inclusionary units could be modified if justified by a housing analysis that supports the affordable unit mix.

Council discussed comments received at the public hearing on December 5. Council then agreed this should be placed on the January 9 agenda for enactment.

There being no additional business, the work session adjourned at 8:50 p.m. Council met in an Executive Session following the work session to discuss personnel matters.

Respectfully submitted,

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Sharon K. Ergler
Assistant Borough Secretary

Prepared by Tammy Rinehart SHRM-CP, Human Resources Generalist

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Meeting Minutes
State College Borough Council
Regular Meeting
Monday, December 19, 2016

The State College Borough Council met in a regular meeting on Monday, December 19, 2016, in the State College Municipal Building, 243 South Allen Street, State College, PA 16801. Mayor Goreham called the meeting to order at 7:02 p.m.

Present: Elizabeth A. Goreham, Mayor
Thomas E. Daubert, Council President
Jesse L. Barlow
David J. Brown
Catherine G. Dauler
Janet Engeman
Theresa D. Lafer
Evan Myers

Also present: Terry J. Williams, Borough Solicitor; Thomas J. Fountaine, Borough Manager; Edward LeClear, Planning Director; Charles Jones, Interim Public Works Director; John Gardner, Chief of Police; Dwight Miller, Manager of Financial Services; Roger Dunlap, Assistant Borough Manager; Courtney Hayden, Communication & Special Project Coordinator; Amy Kerner, Borough Engineer; Thomas R. King, Assistant Borough Manager; P. Rick Ward, Parking Manager; Cindy Hanscom, Human Resources Director; Tom Brown, Facilities Coordinator; Anne Messner, Zoning Officer/Planner; Borough residents and members of the media.

Public Hour – Hearing of Citizens

There was no one that spoke during the public hour.

Items of Information from Council Members

Mr. Myers spoke about the trees the State College Area School District (SCASD) had planted in the community field earlier that year. He reminded Council that he had previously spoken about the issue because of concerns being raised by residents. He indicated that the hillside was now a compromised sledding area for children and would eventually (as the trees grew in height) offer an obstructed view of Mount Nittany. He noted that a few months ago, along with Alan Sam, he had met with SCASD administrators and they talked about having some of the trees removed from the hill. He indicated that he was aware of several letters of complaint that were sent directly to the SCASD and he was under the impression that they planned to relook at the issue sometime in the spring.

Consent Items

Mr. Barlow made a motion to approve the following consent items; Ms. Engeman seconded the motion, with one change to the November 21, 2016 meeting minutes. She noted that her language suggestion for the resolution discussed at that meeting was from a concerned citizen (not herself). The consent items were then unanimously approved as amended.

- Approve minutes from the meetings held in November:

November 7, 2016	Regular Meeting/Work Session
November 9, 2016	Work Session
November 14, 2016	Work Session
November 15, 2016	Work Session
November 21, 2016	Regular Meeting/Work Session

- Approve vouchers, payroll and debt services payments for the month of November 2016 in the amount of $5,582,700.98.

- Approve a resolution reappointing Stanford Lembeck and Lee Lowry as members of the Zoning Hearing Board, with terms ending on December 31, 2019.

- Appoint or reappoint the following individuals to various Authorities, Board and Commissions:

Appointment	Name of ABC	Person's Name	Date of Expiration
Reappointment	Airport Authority	Ron Filippelli	December 31, 2021
Reappointment	Authorities Board	Robert Gruver	December 31, 2021
Reappointment	Authorities Board	Elizabeth Kirchner	December 31, 2021
Appointment	Authorities Board	Lynn Herman	December 31, 2019
Reappointment	Board of Health	James C. Edwards	December 31, 2021
Appointment	CATA	Kelly J. Felix	December 31, 2021
Reappointment	CDBG Citizens Advisory Committee	Shelton S. Alexander	December 31, 2020
Reappointment	CDBG Citizens Advisory Committee	Rebecca Misangyi	December 31, 2020
Reappointment	CDBG Citizens Advisory Committee	Marcia Patterson	December 31, 2020
Reappointment	CDBG Citizens Advisory Committee	Selden W. Smith	December 31, 2020
Appointment	CDBG Citizens Advisory Committee	Shawn Bengali	December 31, 2020
Appointment	State College Community Land Trust	Peter Morris	December 31, 2019
Appointment	Human Relations Commission	Susan Bardo	December 31, 2019
Reappointment	Human Relations Commission	Michele Hamilton	December 31, 2019
Appointment	Design & Historic Review Board	Richard Bryant	December 31, 2020
Appointment	Design & Historic Review Board	Richard Devon	December 31, 2020
Appointment	Design & Historic Review Board	W. Bond Reinhardt	December 31, 2020
Appointment	Design & Historic Review Board	Eric Boeldt	December 31, 2020
Appointment	Design & Historic Review Board	Eric White	December 31, 2018
Appointment	Design & Historic Review Board	Wendy Schneider	December 31, 2018
Appointment	Design & Historic Review Board	Laird Jones	December 31, 2018
Reappointment	Schlow Centre Region Library Board	Ron Filippelli	December 31, 2019
Reappointment	Real Estate Advisory Committee	Jesse Weber	December 31, 2020
Reappointment	Real Estate Advisory Committee	Catherine Dauler	December 31, 2020
Reappointment	Rental Housing Revocation Appeal Board	Daniel Murphy	December 31, 2019
Reappointment	Tree Commission	Elaine Schuckers	December 31, 2019
Reappointment	Tree Commission	Bruce Rohrbach	December 31, 2019
Reappointment	State College Borough Water Authority	Jeffrey R. Kern	December 31, 2021
Reappointment	State College Borough Water Authority	Gary W. Petersen	December 31, 2021

- Appoint Charles F. Herr Jr., as the Borough's Sewage Enforcement Officer, and appoint Pamela R. Winter, as the Alternate Sewage Enforcement Officer, for a one-year term ending on December 31, 2017.

- Approve a resolution designating the Centre County Economic Development Partnership as the single point of contact for economic development in Centre County and approve the acknowledgement of program support.

General Policy and Administration

<u>2017 Budget Resolution</u>

Ms. Lafer made a motion to approve the resolution presented to formally approve and adopt the 2017 Budget appropriations and revenues, which included the following:

- The 2017 Pay Plan for non-union personnel included with the budget document as Appendix B
- The 2017 Schedule of Fees included in the budget document as Appendix C
- Set the employee contribution rates for 2017 for the General Government Pension Plan at 4%
- Set the employee contribution rates for 2017 for the Police Pension Plan at 5%

- An appropriation of $1,561,566 for the Borough's share of various Regional Programs to support the Centre Region COG 2017 Budget
- An appropriation of $132,428 for the Borough's share of CATA for 2017

Ms. Dauler seconded the motion, which was unanimously approved.

Ordinance Establishing the Real Estate Tax Rate for 2017 and Establishing Discount and Penalty Rates

Mr. Myers made a motion to enact an ordinance establishing the Real Estate Tax Rate for 2017 at $.0164 times the assessed value or 16.40 mills. The ordinance also established the discount period and penalty rates for the Real Estate Tax. Mr. Barlow seconded the motion, which passed 7-0 in a roll call vote.

Ordinance Authorizing Property Assessments for the Downtown State College Improvement District (DSCID)

Mr. Myers made a motion to enact an ordinance to authorize the assessment of properties located within the Downtown Neighborhood Improvement District for 2017. The millage rates authorized in the ordinance were the same as those assessed for the past nine years. Ms. Dauler seconded the motion, which passed 7-0 in a roll call vote.

Ordinance Approving the Sewer Tapping Fee Increase

Mr. Barlow made a motion to enact an ordinance approving the Sanitary Sewer Tapping Fee for 2017 (the University Area Joint Authority Board approved a 3.7% increase for their portion of the tapping fee.) Ms. Engeman seconded the motion.

Mr. Fountaine confirmed that the increase would be applied to new sewer taps only.

The motion to enact the ordinance passed 7-0 in a roll call vote.

Pension Investment Policy Statement Modification

Mr. Barlow made a motion to approve the amendment to the Pension Investment Policy Statement as recommended by Conrad Siegel, the Borough's independent pension investment advisor and co-fiduciary. The investment policy modification affected the allocation of funds within the fixed income segment of the portfolio. The overall effects of the change on the Borough's fixed income portfolio were:

1. Average blended duration will be increased by a little more than a year, from 2.73 years to 3.84 years
2. Credit quality of the fixed income portfolio will improve from "A" to "AA"
3. Due to the increase in duration, the risk of the fixed income portfolio will increase along with expected return.

Mr. Daubert seconded the motion, which then passed unanimously.

AFSCME Collective Bargaining Agreement

Mr. Myers made a motion to ratify a four-year Collective Bargaining Agreement between the Borough and AFSCME 1203-A, for the period beginning January 1, 2017 and ending December 31, 2020. Mr. Barlow seconded the motion, which passed unanimously.

Administrative Code Amendment to Personnel System

Ms. Engeman made a motion to enact an ordinance amending the Administrative Code (Chapter I, Part J. Personnel System). Mr. Myers seconded the motion, which passed 7-0 in a roll call vote.

2017 Meeting Schedule

Mr. Daubert made a motion to approve the 2017 Borough Council meeting schedule. Mr. Myers seconded the motion, which then passed unanimously.

Planning & Zoning

State College Area School District Zoning Amendment

Mr. Fountaine explained that Council was being asked to receive this item and to schedule a public hearing. He noted additional discussion would be planned following the public hearing and before Council voted on the proposed amendment.

He indicated that both the Corl Street and Radio Park Elementary Schools were in the R-2 Zoning District and that zoning regulated all uses with the setback, lot coverage and open space requirements. Additionally, the Flood Plain Conservation Ordinance does not permit development in areas where Nolin soils exist outside of the flood plain. He noted that these requirements had presented some challenges with the design of the renovation sites. Lastly, he noted that the Planning Commission had reviewed the request and voted in favor of the zoning amendment.

Ms. Lafer made a motion to receive the item and schedule a public hearing on February 6, 2017. Mr. Barlow seconded the motion, which was unanimously approved.

Regional Issue

Ordinance for the Centre Regional Pollutant Reduction Plan

Ms. Engeman made a motion to enact an ordinance to allow for the Centre Regional Pollutant Reduction Plan cooperative agreement of the MS4 Partners. Mr. Barlow seconded the motion, which passed 7-0 in a roll call vote.

Slab Cabin Run Initiative

Mr. Fountaine distributed the information that showed the current pledged funding status for the initiative from the other municipalities and the State College Borough Water Authority (SCBWA). He indicated that ClearWater had asked the Borough to contribute $100,000 toward the project. He explained the easement would permanently conserve 300 acres of agricultural land immediately outside the regional growth boundary along the University Drive extension.

He continued, noting that most of Council seemed willing to support the project at the December 12 meeting. He reminded Council that ClearWater's request was not received in time for the 2017 State College Budget and that if Council wished to vote in favor of the funding, they could take one of the following actions:

- Fund the request from a supplemental appropriation; or
- Pledge the financial support for appropriation in a future budget.

Ms. Dauler made a motion to support funding for the Slab Cabin Run Initiative, as presented by staff. Mr. Daubert seconded the motion.

Ms. Engeman indicated that the SCBWA had committed to providing matching funds to the project. She proposed an amendment to the motion, suggesting that that Borough pledge another $10,000, for a total amount of $110,000. Mr. Barlow seconded the amended motion.

Mr. Brown noted that he had concerns about protecting the water, but wondered what would happen to the Borough's money if the project was unable to get all the needed funds. Mr. Fountaine stated that if ClearWater did not meet their funding goal, the Borough would not make any contributions.

Mr. Brown added that he understood that the easement would protect again land development, but it would not protect against animal secretions. He noted that he would not be in favor of the easement unless it included a right-of-way. Mr. Fountaine indicated that the stream easement would be wide enough to meet the Pennsylvania Department of Environmental Protection requirements for the Chesapeake Bay Regional Pollutant Reduction Plan.

Don Snowden, 500 East Marylyn Avenue, stated that more people were using the water supply, and he noted that the Borough might be using more than College Township, who had pledged $125,000. He noted that was reason enough for the Borough to fund the project a little heavier, especially since the SCBWA was matching funds. He noted that the private property owners were willing to give up their rights for future development and the region would have just this one opportunity to save the property. He suggested that the Borough contribute another $50,000 toward the initiative.

David Stone, 539 East Foster Avenue, indicated his support for the proposed amendment. He stated that the organic material would not impact the recharge area for the wells. He added that the Borough would benefit immensely, because it would also protect the growth boundary. He noted that the Meyer and Everhart families deserve kudos for their contribution to the project and the environment. He suggested that the Borough should not pledge anything less than $125,000.

Mayor Goreham asked Council to vote on the amended motion, which was for a total pledge of $110,000. The amended motion was approved 5-2, with Ms. Lafer and Mr. Brown voting against the increased amount.

Mayor Goreham then asked for Council to vote on the motion to split the funding for the pledged amount over four years, beginning in 2018. This motion passed unanimously.

Official Reports and Correspondence

Mayor's Report - Mayor Goreham wished everyone a Merry Christmas and a Happy New Year.

President's Report - Mr. Daubert announced that Council had met in an Executive Session prior to the meeting to discuss litigation and personnel matters.

He also asked Council to refer to a draft ordinance amendment for the Signature Development Project area. He noted that the ordinance was passed several years ago, and it seemed appropriate to make some changes at this time. He indicated that if Council agreed, he would ask staff to schedule a public hearing on February 6, 2017.

Mr. Daubert made a motion to take the ordinance amendment forward to a public hearing. Ms. Lafer seconded the motion.

Ms. Dauler indicated support for the amendment and noted it was time to reduce the size of the development area.

Mr. Myers expressed some concern about only looking at one snapshot of the downtown. He added that there had been talk for several years about a comprehensive zoning review.

Mr. Fountaine noted that Michael Roeckel, Chair of the Planning Commission, had reported on this topic two times over the fall. He added that the ordinance came directly from the Downtown Master Plan and it would be subject to review during the comprehensive zoning review.

Mr. LeClear indicated that staff was in the process of hiring the consultant for the comprehensive zoning review/update. He noted that the process would take some time, at least 2-3 years. He added that enactment of the proposed amendment would be something to do in the interim, otherwise, development would continue to be implemented per the current ordinance.

Ms. Lafer noted some things needed to be addressed sooner and added that there had been some unintended consequences from the current zoning.

Mayor Goreham asked for a vote on the motion to move the ordinance amendment forward for a public hearing. The motion passed unanimously.

Regional Liaisons Reports

Executive Committee – Mr. Daubert noted that the committee's December 13, 2016 meeting was cancelled.

Finance Committee – Mr. Myers noted that the committee's December meeting was cancelled.

Human Resources Committee – Mr. Brown indicated that the committee's meeting was cancelled.

Parks Capital Committee – Mr. Daubert indicated they had met to talk about the Whitehall Road Park project. He noted that the Parks Capital Committee met today with the General Forum, and it was determined that there was not enough money for the project. He noted that the meeting was well attended and perhaps there would be more information in February so that the project could continue to move forward.

Public Safety Committee – Ms. Dauler indicated that the December meeting was cancelled.

Public Services Committee – Mr. Barlow noted that neither he nor Ms. Engeman could attend the December meeting. However, he had learned of several topics discussed: UAJA extension of services across I-99 and the beneficial reuse of the sewage water in the coming years.

Transportation and Land Use/MPO Committees – Ms. Lafer distributed a newsletter from the Centre County Metropolitan Planning Organization, which highlighted topics from their November 22, 2016 meeting. She noted that it was unclear how much funding would be available from state and federal government matching. She added that the matching was extremely important for the projects and there had also been some discussion about public/private funding support.

Staff/Committee Report

November Year-to-Date Financial Reports – Mr. Miller provided a brief presentation regarding the General Fund activity over the last eleven months. He noted that overall the budget was on track.

Adjournment

The meeting adjourned at 8:13 p.m.

Respectfully submitted,

_____
Sharon K. Ergler
Assistant Borough Secretary

Prepared by Judy Altieri, Staff Assistant

STATE COLLEGE, PA

Date of Submission: 12/19/16

Application for Use of Public Property
(Processions, Assemblages and Special Activities Form)

Name of Responsible Sponsor: Centre Foundation (Centre County Community Foundation)

Address of Sponsor: 1337 Ridge Master Drive Phone: 814-237-6229
State College, PA 16803 Cell:
E-mail address: ashley@centre-foundation.org Fax: 814-237-2624
Other Contacts: (Primary) Ashley Pipe Phone: same as above
(Secondary) Molly Kunkel Phone: same as above

Date of Activity: 2/4/2017 From: ~~8AM~~ 5pm To: 10 PM
Rain Date: (If applicable) 2/11/2017 From: ~~8AM~~ 5pm To: 10PM
Type of Activity: Assemblage No. Expected to Participate: 500

ACTIVITY DETAIL

Describe your proposed activity in detail: (Add additional sheets, if needed)
Please see attached sheets

Does your activity require a street closure for this activity? ☑ No ☐ Yes

If yes, select the type of road to be closed: (For more information see map and list provided)

- ☐ State Road(s) Only* (Additional Permit Required: PennDOT TE-300 Form)
- ☑ Local Road(s) Only
- ☐ State Road(s) and Local Road(s)* (Additional Permit Required: PennDOT TE-300 Form)

Listed in order of route, what street(s) would you like closed for this activity? (Add additional sheets, if needed)
100 block of South Allen for main participant space- all activities will occur on this block

How long will the street closure be in effect? From: 8 AM To: 10PM

Will you need barricades and/or signs? ☐ No ☑ Yes
Will you need assistance closing the street? ☐ No ☑ Yes
Are you planning to use sidewalks only? ☑ No ☐ Yes
Will you cross any state roads? ☑ No ☐ Yes (If yes, submit TE-300 Form)

PLEASE NOTE: Sponsor is held responsible for the replacement value and/or repairs of missing cones, barricades, signs or message boards that are needed/required to close a street.

*Event organizers will be required to produce a copy of the PennDOT permit to State College Police Department representatives prior to the event. Failure to do so will prevent the police department from lawfully closing the affected street(s) and the event will not be permitted to take place.

Date of Submission: _____

USE OF OTHER PROPERTY

If this event includes the use of a municipal park, please contact Centre Region Parks and Recreation by phone at (814) 231-3071 or by e-mail at crpr@crcog.net prior to submission of this form. Special park permits and conditions may also apply.

If any part of this activity is to take place on other public property, state road, on campus or on private property an official of the other government agency, university or property owner must sign here:

Name: (Print) n/a Title of Official: —

Address: — Phone: —

Signature — Date: —

CHARITABLE CAUSE: Is the Sponsor a non-profit organization? ☑ Yes ☐ No

If this activity is to benefit a charitable organization, name the recipient:
N/A

HEALTH CONSIDERATIONS: Will you be providing food or drink to the public? ☐ Yes ☑ No

If yes, have you made arrangements for approval/inspections with the Department of Ordinance Enforcement and Public Health? ☐ Yes ☑ No

If no, please complete the form that is attached to this application and obtain approval, prior to submission.

Applicant recognizes and AGREES that the Borough requires the proposed activity to be conducted in such a manner as to promote harmony in the area, insure domestic tranquility and be within the limits established by existing ordinances. By signature below, applicant AGREES to protect, defend, indemnify and hold the Borough of State College and its officers, employees and agents free and harmless from and against any and all losses penalties, damages, settlements, costs or other expenses or liabilities of every kind and character arising directly or indirectly from this special activity. Applicant further AGREES to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at applicant's sole expense and AGREES to bear all other costs expenses related thereto, even if such claims are groundless, false or fraudulent.

Signature: [signature] Date: 12/16/16

OFFICE USE ONLY: ROUTING FOR APPROVAL:

Police Chief	JG	12/28	Public Works Director	GT	12/21	Risk Manager		
Parking Manager	LW	12/29	Planning Director	EL	12/20	Health Director	KK	12/22
Library	JZ	12/20				Borough Manager		1/3

THIS SERVES AS YOUR PERMIT

The State College Borough Council approved your application on: _____

Conditions (if any) are as follows: (1) Need Certificate of Liability Insurance at least one week prior to event date.

Any change in this application, whether approved at all levels or not, must be resubmitted and routed through the same channels as if it were a new application.

We will be producing at least 3,500 ice lanterns/ luminaries, (stretch goal of 5,000) to have a community celebration event with music, artists producing specialty lanterns/luminaries, and many additional activities for all ages. This effort is funded by a Knight Cities Challenge grant awarded to John Stitzinger, a member of the Make Space, the local maker space, who wants to raise the profile and the membership of this maker space. Centre Foundation (Molly Kunkel, executive director; Ashley Pipe, Grants and Scholarship Coordinator) is serving as the grant's fiscal sponsor and as the event coordinator. As the community foundation for Centre County, we have innumerable community connections and relationships with which to ensure volunteers to successfully coordinate and implement the event. Additionally, we have hired a local PR and events firm who has had immense success with similar scale events (Brad and Andrea Groznik). The response and interest thus far has been tremendous! We have begun preparations with the State College borough to close a local street front and are obtaining all relevant permits and business support for the event. We are working with another MakeSpace member, Eric Furjanic, who will compile a handbook, instructional videos, and materials for 3,000 kits for community members to freeze and bring their lantern(s) to the event. Participants will register with us in order to receive a kit so we can keep track of the anticipated number. Groznik PR will be building our web and social media presence (which is forthcoming) and handle marketing, event production and building on the established relationships of the community foundation. We wish to break this world record as part of a community-driven engagement effort, to bring all parts of our community together in the accomplishment of a great feat! We love a good competition in this community, and have many driven and capable partners to make this event and the world record attempt a success!

Dear Business/Property Owner:

As noted below, we are planning to hold a special activity/event in the near future. As part of the State College Borough's Use of Public Property Application, we are required to notify affected business/property owners of the planned street use and/or closure(s) for our activity.

Event:	World Record Ice Luminary Event
Event Date:	February 4th, 2017 (Saturday)
Streets:	100 Block of S. Allen, 200 Block of S. Allen
Hours of planned use/closure:	8AM- 10PM

Your signature below indicates that you have been informed of this event and our plan for street use and/or closure(s). Please also place an X in the appropriate column, either indicating your approval or that you foresee a possible issue affecting your business.

Sincerely,

Signature of Event Organizer/Responsible Individual

Business/Property Owner Signature	Business Name/Property Owner Street Address	Date	Please check only one box		
			Approve	Not in Favor	Organizers Unable to Contact
D Williamson	The Animal Kingdom 103 S. Allen St.	12/14	✓		
[illegible]	FREEZE THAW CYCLES 109 S. ALLEN ST.	12/14	X		
[illegible]	Appalachian outdoors 131 S Allen	12/14/16	✓		
R B Brooks	Woodrings 145 S Allen	12/14/16	✓		
Kay Emich	Corning fine 202 S Allen	12/14	✓		
Kane [illegible]	Happy Valley Optical 208 S. Allen St.	12/14	✓		
[illegible]	CUMMINGS	12/14/16	✓		
[illegible]	116 S. Allen St		✓		
[illegible]	220 S Allen St.	12/14	✓		
[illegible]	232 S Allen	12/14	✓		
DJ. Lilly	211 S. Allen – Schlow Library	12/14	✓		

If closing block pkg entrance, Boro will put up Detour signs

Dear Business/Property Owner:

As noted below, we are planning to hold a special activity/event in the near future. As part of the State College Borough's Use of Public Property Application, we are required to notify affected business/property owners of the planned street use and/or closure(s) for our activity.

Event:	World Record Ice Luminary Event
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Sincerely,

Signature of Event Organizer/Responsible Individual

Business/Property Owner Signature	Business Name/Property Owner Street Address	Date	Please check only one box		
			Approve	Not in Favor	Organizers Unable to Contact
First National Bank	Unable to sign				
Jersey Mike's	Unable to sign				
Panera Bread	Unable to sign				
Hotel State College		12/27/16	✓		
Rapid Transit		12/27/16	✓		
Custom Shoe Repair		12/27/16			
Caleb's		12.26	X		
Christian Science Reading Room 218 S Allen St	Janice Kennedy	12/20/16	✓		

Lauren Manfredi

From: Sauly Boy's <info@saulyboys.com>
Sent: Wednesday, December 14, 2016 11:56 AM
To: Lauren Manfredi
Subject: Re: Request for use of public property

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Lauren,

I am the manager at Sauly Boy's and could assist you with this. I am usually in the restaurant from 9-5 Monday - Friday. Let me know when you'd like to meet and I'd be glad to help you out!

Caleb Selders
Manager | Sauly Boy's
124 S Allen St | State College
www.saulyboys.com

On Thu, Dec 8, 2016 at 3:54 PM, Lauren Manfredi <Lauren@centre-foundation.org> wrote:

Good Afternoon,

I'd like to get in contact with the business owner, who would be able to sign a Borough application for use of public property.

I work with Centre Foundation and we are assisting Knight Cities Challenge winner, The Make Space, our local maker space, in hosting a community event. They will be challenging the community in an attempt at a Guinness World Record for Largest Ice Luminary Display! We are submitting an application to the Borough that will allow us to close Allen Street on Saturday, February 4th, 2017 for the event. Since your business is located on Allen Street, we must have a signature indicating you have been informed of our intention and our plan for street use and closure. We would really appreciate if we could get your approval for this exciting event! Please respond with the person I should speak to and if there is a better day or time that we can stop in to get this signature.

Please let us know if you have further questions.

Thanks very much!

Map is provided for your convenience. Please provide additional or alternate maps, as needed, to detail location of your event.

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State College Borough Council
Summary Information for the Award of Contract

Project Number: N/A
Project Name: Professional Services: Comprehensive Zoning Revision

Date Prepared: December 22, 2016
Prepared By: Ed LeClear, Director, Planning & Community Development
Proposed Meeting Date: January 9, 2017
Deadline for Action: ----

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1. **Project Description:** Retain a professional zoning code writing team to revise the Borough's Zoning Code. State College has not comprehensively revised its zoning and land development regulations since the mid-1970s, following the adoption of the 1976 Comprehensive Plan. However, even with that redraft, much of the ordinance is based on Ordinance 559, which was adopted in 1959.

2. **Cost Estimate:** $200,0000

3. **Amount Budgeted/Funding Sources for Project:** $200,000 is budgeted in the Borough's 2016 Capital Budget in B130-OP254.

4. **Anticipated Award Date:** January 10, 2017

5. **Contract Time:** Through Public Hearing for final adoption.

6. **Other Background Information:** In June 2016, the Borough issued a Request for Qualification for a consultant team to revise the Borough's Zoning Code. Staff received twelve responses from both national and Pennsylvania-based consultant teams. After review of the responses, staff interviewed three consultant teams as finalists – Clarion Associates, LLC, Johnson Mirmiran & Thompson (JMT), and Michael Baker Corporation. Based on the results of the interviews, two teams (Clarion and JMT) were asked to provide formal proposals utilizing the $200,000 budget identified for the project. Clarion Associates, LLC provided the best response, with an emphasis on experience in other large communities updating very antiquated ordinances and dealing with specific land-use challenges such as student housing and short-term rentals. Staff believes the pricing proposed by Clarion is reasonable and provides the right balance of resources dedicated to public participation and code writing.

7. **ABC Review and Comments:** None required

8. **Solicitor Comments:** None required

9. **Staff Recommendation and Reason:** Staff recommends that the contract to provide professional consulting services for updating the Borough's Zoning Code be awarded to Clarion Associates, LLC, totaling $200,000, subject to a Notice to Proceed from the Borough. Clarion Associates, LLC will provide quality service at a reasonable price, and can complete their work in a timely manner. Funding for this award is available in the Capital Fund Budget (Account Number B130-OP254).

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STATE COLLEGE REDEVELOPMENT AUTHORITY WORK PROGRAM FOR 2017 DRAFT

Approved by Redevelopment Authority on: 11/30/2016 _____

Approved by Borough Council on : _____

Key: I= Initiate Planning, IP= In Progess

R/C=Review and Comment, BC=Refer to Council

C=Complete

	Routine Activities	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**
1	Items referred by Borough Council	H	These activities vary greatly in their scope and support the 2009 Strategic Plan Goals	All routine items take place on an as needed basis.				
2	Interaction with Borough ABC's	H						
3	Communicate opportunities for redevelopment, affordable housing and reuse of existing commerical/retail spaces	M						Develop a community awareness campaign to increase awareness of Borough housing programs.
5	Capital Improvements Program	H		I	BC			

	Community & Economic Development	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**
6	Community & Economic Development Goals	H	These activities vary greatly in their scope and support the 2009 Strategic Plan Goals	IP	→	→	→	Implement priority goals in coordination with ongoing efforts to implement downtown, neighborhood and other planning efforts. **2017 priority is the State College Town Center project.**
7	Homestead Investment Program	H	Goal 1: Maintain safe, stable and attractive neighborhoods	IP	→	→	→	**2017 Priorities:** Sell current inventory, revise program guidelines, implement a revised program assuming Council authorizes a new line-of-credit by April 2017.
8	Continue to research models for funding community improvements and economic development initiatives	M	These activities vary greatly in their scope and support the 2009 Strategic Plan Goals	Ongoing				Key research in 2017 will focus on the State College Town Center project and employee-supported housing programs.

	Business & Entrepreneurship	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**
9	Revolving Loan Fund and Microenterprise Fund	F	Goal 6: Foster Commercial Revitalization					Continue to advocate for funding in the CIP for the program and develop program guidelines.
11	Continue to explore role/partnerships of local government in innovation/economic development	M		Ongoing				Consider opportunities for peer-to-peer studies with similar communities. **Focus for 2017 will be on employee-supported housing programs.**

	Redevelopment	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**
12	Collaborate with Borough Council and other Borough ABCs to foster public/private partnerships and/or redevelopment activities as opportunities become available.	H	These activities vary greatly in their scope and support the 2009 Strategic Plan Goals	These activities will be as needed and ongoing				Implement priority goals in coordination with ongoing efforts to implement downtown, neighborhood and other planning efforts. High priorities for 2017 include: **1) the SCTC project and 2) the comprehensive update of the Borough's Zoning Ordinance.** Developing zoning language to support redevelopment in the West End is a specific focus for the RDA.
13	Identify and certify redevelopment areas	L						Complete certification for potential redevelopment areas if designation assists with activities in #12. Possible CRA for Phase II of the Allen Street Civic District in 2017.

STATE COLLEGE PLANNING COMMISSION WORK PROGRAM FOR 2017

Approved by Planning Commission on :

Approved by Borough Council on :

Key: I= Initiate Planning, IP= In Progess

R/C=Review and Comment, BC=Refer to Council

C=Complete

	Routine Activities	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**
1	Plan Reviews	H	These activities vary greatly in their scope and support the 2009 Strategic Plan Goals	All routine items take place on an as needed basis.				
2	Subdivision Reviews	H						
3	Items referred by Borough Council	H						
4	Capital Improvements Program & State of Planning Report	H						
5	Interaction with CRPC	H						
6	Penn State Liaison	H						
7	SCPC Reports to Borough Council	H		BC	BC	BC	BC	
8	Meet with Neighborhood Associations	H				C		

	Zoning Ordinance Comprehensive Update	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**
9	Kick off process, review planning documents with PC and Council, perform ordinance assessment, establish participatory framework and create opportunities for issue identification and consensus-building.	H		I				**This project is the highest priority for the year and other priorities may be minimized in order to focus time and resources on this project.** In addition: possible grant application for support of a charrette for West End in coordination with Ferguson Township.

	Downtown Plan Implementation	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**
10	Assist with implementation activities as identified in the Downtown Master Plan Implementation Program & Strategy Board.	M	These activities vary greatly in their scope and support the 2009 Strategic Plan Goals	IP	→	→	→	Implementation of priority recommendations/items and identification of partnerships/resources needed. **2017 Priority is support for the RDA's State College Town Center project.**
11	Participate in joint meetings with Borough, University, and Regional municipal officials regarding potential partnerships and implementation of Plan's recommendations.	L	Goal 5: Continue to improve community infrastructure	As needed				

	Neighborhood Plan Implementation	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**
12	Assist with implementation activities as identified in the Neighborhood Plan Implementation Program	H	Goal 1: Maintain safe, stable and attractive neighborhoods	IP	→	→	→	Implementation of priority recommendations/items and identification of partnerships/resources needed. **2017 priorities are to develop a community awareness campaign for housing programs and neighborhood quality, resolve cases from the Student Home licensing project and address Tourist Homes and other short-term rentals (as per Council direction).**
13	Participate in joint meetings with Borough, University, neighborhood and community representatives regarding ongoing/upcoming projects, potential partnerships, and implementation of Plan's recommendations	L		As needed				Coordinate with PSU regarding the update to the Five-Year Capital Plan and the Parking/Transportation Demand Management Study.

STATE COLLEGE TRANSPORTATION COMMISSION WORK PROGRAM FOR 2017

Approved by Transportation Commission on : _____

Approved by Borough Council on : _____

Key: I= Initiative Discussion, IP= In Progess, C=Complete, R/C=Review and Comment, BC=Refer to Council

	Transportation Matters Referred by Council	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**	**Staff**
1	2018-2022 Capital Improvement Program	H	1, 3, 5, 6	I	R/C	R/C			PW Director
2	2018 Operating Budget	H	2, 3, 5, 6				R/C		PW Director
	Pedestrian and Traffic Safety Issues	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**	**Staff**
3	Evaluate the need and identify locations for potential traffic signals, center islands, or other pedestrian safety improvements that may be implemented with PENNDOT's proposed improvements to Atherton Street	M	1, 3, 5, 6		I	→	R/C		Kerner
4	Work with the DID, planning commission, businesses and adjacent property owners to evaluate the feasibility of closing the 100 block of Allen Street to vehicular traffic on a periodic basis	M	1, 3, 5, 6	IP	→	→	R/C		Sam
5	Evaluate need for and make recommendation for pedestrian/bike connector along University Drive between Foster Avenue and Hastings Road	M	1, 5	I	→	→	R/C		Sam
	Parking Strategies, Alternative Transportation and TDM	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**	**Staff**
6	Evaluate Commuter Zone, Residential Zone , and other on-street parking non-metered parking, as well as fees and fines, and recommend changes	H	1, 5, 6	IP	BC				Ward
7	Evaluate the need and make a recommendation for a bike connection path along Blue Course Drive between Whitehall Road and Orchard Park bike path.	M	1, 3, 5	IP	→	→	→	Project included in CIP.	Sam
8	Evaluate vehicular, pedestrian, and bicycle amenities for Easterly/Westerly Parkway (center islands, bioswales, bike lanes/path, etc.) in anticipation of construction.	M	1, 5	IP	→	→	→	Project included in CIP.	Kerner
	Transportation Policy Issues	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**	**Staff**
9	Develop work plan and priorities for transportation items within the Downtown Master Plan (vehicluar movement, safety, pedestrian amenities, bicycle facilities, on-street parking, delivery vehicles, transit facilities and taxi stands)	H	1, 3, 5, 6	IP	→	→	Ongoing		Sam
	Street Classification System and Policy	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	**Comments**	**Staff**
10	Evaluate results from annual neighborhood traffic counts and speed data. Make recommendations for traffic volume or speed mitigation.	H	1, 5		I	R/C			Kerner

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2017 STATE COLLEGE TREE COMMISSION WORK PROGRAM

Recommended by Tree Commission_____11/16/16_____
Approved by Borough Council _____

Key: H=High, M=Medium, L=Low
I=Initiate Discussion, IP= In Progress, C=Complete, R/C=Review and Comment,
BC = Refer to Council

		Priority	Council Goals	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	**Comments**
1.	**Planting and Removal Recommendations.** Review, comment and make recommendations to the Public Works Director on proposed tree removals and plantings recommended by the Arborist.	H	1, 5			I	C & BC	
2.	**Work Collaboratively with Adjacent Tree Commissions.** Organize meeting for Borough, Harris Township, Ferguson Township, and Penn State Tree Commissions to discuss common threats to urban forest as well as coordinate projects.	H	2,3	IP	→	→	→	
3.	**Continue to Work on Ways to Combat Tree Vandalism.** Develop and recommend to the Public Works Director and Arborist, a strategy to reduce costly vandalism to Borough street and park trees.	L	1, 2	IP	→	→	→	
4.	**Identify Planting Opportunities in the Downtown Business District.** Continue to identify tree planting locations in the downtown including private property.	L	1, 5, 6	IP	→	→	→	Identify additional locations in conjunction with Downtown Master Plan.
5.	**Incorporate New Street Tree Inventory Information Into Tree Program.** Develop articles for the CDT, Collegian and other outlets based on information obtained from the new street tree inventory.	H	2	C & BC				Updated Tree Plan completed in 2016.
6.	**Review Web Page.** Continue to review web page content, organization and accessibility.	M	2	IP	→	→	→	
7.	**Complete new Tree Bike Ride Brochure**. Complete brochure that highlights various tree species and their management. Stormwater management will also be highlighted in the brochure.	H	5	C				Draft completed in 2014. Awaiting illustrations.
8.	**Evaluate Insect & Disease Threats to Borough's Urban Forest.** Following regular updates concerning insect and disease threats to the Borough's Urban Forest, the Tree Commission should offer management strategies to mitigate problems or reduce the Borough's liability.	H	1, 2, 5	IP & C				Management Plan for Emerald Ash Borer completed in 2015, develop information for on Emerald Ash Borer management for homeowners.

9.	**Continue Discussion and Focused Inquiries on Local Effects of Climate Change (CC) on Urban Forest.** Explore how to leverage CC to enhance forest ecosystem services; strategies to limit negative impacts and costs; short- and long-term implications for species selection / planting program (and revisions to Tree Plan).	M	1, 2, 5	IP& R/C	C			Apply for grant to study impact on Borough Urban Forest. Evaluate potential changes to disease and insect threats to urban forest due to climate change.

ORDINANCE ####

AN ORDINANCE OF THE BOROUGH OF STATE COLLEGE, CENTRE COUNTY, PENNSYLVANIA, APPROVING AND AUTHORIZING THE EXECUTION OF CENTRE COUNTY TAX COLLECTION AGREEMENT

WHEREAS, the Centre County school districts and municipalities and the and the Borough of State College have entered into an Act 32 Tax Collection Agreement to collect local income and other taxes beginning on January 1, 2017.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Council of the Borough of State College, and it is hereby enacted and ordained by authority of same, as follows:

Section 1. The Council of the Borough of State College hereby adopts and incorporates here, by reference, the Act 32 Tax Collection Agreement of the Centre County school districts and municipalities, dated December 21, 2016, a copy of which is attached to this Ordinance as Exhibit A.

Section 2. The Council of the Borough of State College hereby authorizes the Borough Manager or his designee to execute said Agreement on behalf of the Borough of State College.

ENACTED AND ORDAINED this 9th day of January, 2017.

ATTEST:	BOROUGH OF STATE COLLEGE
_____	_____
Sharon K. Ergler Assistant Borough Secretary	Thomas E. Daubert President of Council

EXAMINED AND APPROVED as an Ordinance this _____day of _____, 2017.

_____
Elizabeth A. Goreham
Mayor

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Act 32 Tax Collection Agreement

CENTRE COUNTY
TAX COLLECTION COMMITTEE
Tax Collection Agreement
with
Borough of State College

Effective January 1, 2017

Including revisions

12-21-2016

CENTRE COUNTY TAX COLLECTION COMMITTEE

Tax Collection Agreement

Effective January 1, 2017

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12-21-2016

CENTRE COUNTY TAX COLLECTION COMMITTEE

Tax Collection Agreement

This Agreement is made December 21, 2016 **("Effective Date")** between the Centre County Tax Collection Committee **("TCC")**, and the Borough of State College, a Taxing Authority of the Commonwealth of Pennsylvania **("Collector")**.

Background. The Local Tax Enabling Act **("LTEA")**, 53 P.S. § 6924.101 *et seq*., authorizes school districts and municipalities to levy income tax and other taxes on individuals and entities. The TCC is a government entity created and organized under Act 32 of 2008, which amended and restated the LTEA. Under Act 32, the TCC is required to appoint a tax collector to collect income tax and possibly other taxes throughout the Centre County Tax Collection District **("TCD")**, and to oversee the appointed tax collector's collection within the TCD.

The school districts and municipalities included in the TCD are listed in **Exhibit A**. These school districts and municipalities are referred to in this Agreement as **"Taxing Authorities."** The Taxing Authorities that levy taxes as of the Effective Date that will be collected by Collector and the specific taxes Collector will collect for each Taxing Authority are noted in **Exhibit A**. The ordinances or resolutions of the Taxing Authorities that levy or otherwise relate to the taxes to be collected by Collector are referred to in this Agreement as the **"Enactments."**

Intending to be legally bound, and in consideration of the mutual covenants contained in this Agreement and other valuable consideration, the parties agree as follows:

1. **Designation as Tax Collector.**

a. ***Exclusive Tax Collector.*** Except as otherwise expressly stated in this Agreement, the TCC designates Collector and its appropriate office as the exclusive collector of tax throughout the TCD from individuals, entities, and employers required to pay or withhold tax **("Taxpayers")**.

b. ***Commencement Date***. Collector will commence tax collection under this Agreement throughout the entire TCD on January 1, 2017.

c. ***Effective Date.*** Collector will continue tax collection under this Agreement throughout the entire TCD beginning January 1, 2017.

2. **Tax.** The matters for which Collector is appointed as the exclusive collector is:

a. ***Tax Types.***

(1) ***Earned Income Tax.*** All income tax imposed by Taxing Authorities on TCD residents or on nonresidents working within the TCD.

b. ***Fines, Penalties, and Interest.*** Collector will also collect all fines, penalties, and interest paid by a Taxpayer related to any of the taxes specified in this Section 2.

c. ***Tax Definition.*** The taxes, fines, penalties, and interest specified in this Section 2 are collectively referred to in this Agreement as the **"Tax."**

d. ***Delinquent Tax.*** The tax for which Collector is the appointed collector includes tax currently owed and Delinquent Tax as defined below, except as otherwise expressly stated in this Agreement.

(1) All delinquent amounts for tax years that are due prior to the commencement date shall be the responsibility of the Taxing Authorities.

(2) Delinquent amounts due for tax years that become due after the commencement date shall be collected by the Collector. Unless otherwise directed by the TCC, following the end of the term of this agreement, Collector shall continue to be responsible for the collection of all amounts becoming delinquent between the commencement date and the end of the term of this Agreement, whether the end of the term occurs by the expiration of time as set forth in this agreement or by the unilateral or mutual act(s) of the parties to this agreement as permitted by this agreement.

e. ***Related Amounts.*** Collection costs, investment earnings, and other miscellaneous amounts related to or derived from Tax and owed by Taxpayers or other tax collectors to Taxing Authorities or Collector are referred to in this Agreement as **"Related Amounts."**

f. ***Updated Tax List.*** The TCC will update **Exhibit A** to reflect any changes in the specific taxes Collector will collect for each Taxing Authority under this Agreement. Collector will throughout the term of this Agreement collect the tax as reflected in the tax list in the latest version of **Exhibit A** of which the TCC has notified Collector.

3. **Term of Agreement.**

a. ***Term.*** This agreement shall be for a five (5) year term beginning January 1, 2017 and continuing through December 31, 2021. Should either party wish to terminate this Agreement on December 31, 2021, that party shall give the other party written notice by U. S. Certified Mail, return receipt requested, postmarked no later than December 31, 2020. If neither party provides notice by the aforesaid date, this Agreement shall automatically be extended for an additional one year term from January 1, 2022 through December 31, 2022. In addition thereto, if neither party gives the other notice of intent to terminate this agreement by U.S. Certified Mail, return receipt requested, by December 31, 2022, this Agreement shall be extended from January 1, 2023 until December 31, 2023. In no event shall this agreement be extended beyond December 31, 2023 without a written agreement, signed by both parties.

The Collector shall, however, continue to be responsible for collecting and processing Earned Income Tax returns for the final calendar year for which this agreement is effective prior to its termination, notwithstanding the reason for the termination of this agreement. The Collector shall be compensated for the cost of collecting and processing these returns based upon the actual costs incurred, as calculated under the formula as set forth on Page 17, Section 6 of this Agreement.

4. **Ongoing Duties and Covenants of Collector.** Collector agrees to the following:

a. ***General Duties.*** Collector will collect, reconcile, administer, enforce, and receive the Tax and Related Amounts, including performance of all tax officer duties specified in LTEA, 53 P.S. § 6924.509. Collector will perform all duties and have all powers granted for this purpose by the LTEA, regulations promulgated by the Pennsylvania Department of Community and Economic Development (**"DCED"**), other applicable law, the Enactments, TCC policies, and this Agreement.

The Collector shall also undertake certain duties to educate the public on the taxes that the Collector collects. The cost of these services shall be included in the actual cost of collection as calculated hereinafter and shall be allocated among the Taxing Authorities under the formula determined by the TCC. The minimum of which shall consist of the following:

Taxpayer Workshops. The Collector will conduct one (1) annual Taxpayer Workshop in each school district, every year of the contract. The workshop will allow residents to meet members of staff, receive training on how to file their local tax returns online, and to have questions or concerns addressed. The workshops will be provided in a central location within each school district with hours that span daylight and evening hours to accommodate taxpayers' schedules. These workshops would be offered early in the calendar year (February – March) following the calendar year for which taxpayers are filing to allow taxpayers adequate time to take advantage of their online filing and payment options. This obligation to conduct taxpayer workshops shall continue beyond the term of termination of this agreement for the collection of prior year tax returns as set forth in Paragraph 3(a) of this Agreement, unless the Collector is directed otherwise by the TCC.

Employers' Workshops. The Collector will conduct Earned Income Tax employer workshops as needed. The workshops will include information related to Act 32 and its impact on the withholding of the Earned Income Tax. The workshops will provide the employer access to Tax Office personnel and will include hands-on training on how to use the employers' e-reporting package.

Limited Remote Office Hours. The Collector will schedule, by appointment only, office hours at a location within each school district during the week prior to the April 15th tax deadline based upon a rotating schedule. However, if no appointments are requested or scheduled at the location(s) for a given day, the Collector is not required to travel to the designated location(s).

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Circuit Riders. The Collector will schedule, by appointment only, at the request of the appropriate Taxing Authority, office hours in any Taxing Authority office at any time during the calendar year, for the purpose of meeting with taxpayers or employers. The cost of this service shall be calculated based upon the actual cost of providing each appointment shall not be considered an allocable cost of collection to the general membership of the TCC, and shall be paid by the Taxing Authority by whom the appointment was requested.

b. ***Best Interests/Legal Compliance.*** Collector will at all times act in the best interests of the TCC and the Taxing Authorities. Collector will comply with all applicable federal, state, and local laws, rules, and regulations, including the Local Taxpayer Bill of Rights, 53 Pa.C.S.A. § 8421 *et seq*., the LTEA, DCED rules and regulations, other applicable law, and TCC policies.

c. ***Tax Collector Financial Statements.***

(1) ***Required Annual Financial Statements, Management Letter and Reports.*** As soon as available, but in any event no later than June 30 of each year following the year being audited, Collector will deliver to the TCC and each Taxing Authority that levies taxes, Collector's annual audit and financial statements which will comply with all requirements of LTEA, 53 P.S. § 6924.505(h), the American Institute of Certified Public Accountants, and DCED.

(2) ***Annual Filing with DCED.*** Collector will file with DCED by September 1st of each year a copy of Collector's annual audit report and letter to management.

(3) ***Selection and Approval of Collector CPA.*** LTEA, 53 P.S.§6924.505(h)(1), requires that the CPA selected by the Collector be licensed by the Commonwealth of Pennsylvania. The TCC shall approve the CPA engaged to review and audit the tax officer.

(i) ***TCC Review of Collector Financial Records.*** The TCC may at any time engage an accounting firm to examine Collector's financial records relating to collection of funds received or held by Collector under this Agreement or received or held on behalf of or under an agreement with any customer for which Collector collects funds, reconciliation of Collector monthly and annual reports, or any other matter the accounting firm deems relevant to verifying compliance with this Agreement. If the TCC exercises this right, Collector will make requested records available for examination, arrange for review of Collector CPA audit work papers, and provide other cooperation as reasonably requested by the TCC.

d. ***Tax Collector Bond.*** Collector will provide a bond or bonds complying with the requirements of LTEA, 53 P.S. § 6924.509(d), and this Agreement.

(1) ***Bond Amount.***

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(i) ***Initial Bond Amount***. The bond amount at the effective date of the term of this agreement will be $18,000,000 and shall remain as such until the TCC and Collector authorize a change in bond amount as noted in item (2) below. This represents the amount estimated by the TCC and Collector as the highest amount of Tax and Related Amounts Collector will hold at any one time during the first calendar year during which Collector collects Tax under this Agreement, including Tax and Related Amounts payable to the Taxing Authorities or Taxpayers within the TCD, and also Tax and Related Amounts payable to other than the Taxing Authorities, to Taxpayers outside the TCD, and to other tax collectors.

(ii) ***Tax Collector Monthly Reports***. Collector's monthly reports to the TCC and each Taxing Authority that levies Tax will report the highest amount of Tax and Related Amounts held during the month, and also the amount of Tax and Related Amounts held at the end of the month, by Collector under this Agreement, including Tax and Related Amounts received from sources within or outside the TCD and payable to the Taxing Authorities or Taxpayers within the TCD, and also Tax and Related Amounts received from sources within the TCD and payable to political subdivisions other than the Taxing Authorities, to Taxpayers outside the TCD, and to other tax collectors. The bond amount shall stay in effect until the TCC authorizes a change.

(2) ***Possible Change in Bond Amount.*** The TCC may in its discretion authorize a reduction in the bond amount to an amount less than the amount specified in Section 4(d)(1)(i) above. Any such determination to allow reduction of the bond amount will be based on Collector internal controls, insurance or other risk management and loss prevention measures the TCC deems sufficient to justify reduction of the bond amount. Factors that may be considered by the TCC in connection with a requested reduction in bond amount include but are not limited to: (i) Collector capitalization and financial strength. (ii) Collector internal crime insurance or other insurance protection. (iii) strong Collector internal controls verified by the CPA. Any reduction in the bond amount must comply with any applicable DCED guidelines. The TCC or Collector may also require an increase of the bond amount, which costs shall be considered in the actual cost of collection as calculated hereinafter.

(3) ***Permissible Bonding Companies.*** Collector's bond must be issued by an insurance company that is licensed in Pennsylvania and has a minimum A.M. Best rating of "A-", class VII. If insurance is provided through a trust, risk retention group, pool, or similar entity, re-insurers must satisfy these qualifications, and additional requirements might apply.

(4) ***Bond Form Requirements.*** In addition to all other requirements of LTEA, 53 P.S. § 6924.509(d) and DCED, the tax collector bond will comply with the following requirements: (i) the bond will provide joint and several liability of Collector and the surety company issuing the bond. (ii) the obligee under the bond will be the TCC. However, the bond will state that a claim may be made under the bond by the TCC or any Taxing Authority that levies Tax, and also by any other tax collection committee outside of the TCD to the extent the claim relates to amounts payable to political subdivisions other than the Taxing Authorities, to Taxpayers outside the TCD, or to other tax collectors. (iii) the bond will apply to any event or omission that occurs when the bond is in effect, even if the event or omission is discovered or reported to the surety company after expiration or termination of the bond. (iv) the bond will be

in form satisfactory to the TCC and will guarantee: (a) Collector's faithful accounting and payment over of all amounts paid to or received or held by Collector under this Agreement; (b) Collector's delivery to any successor tax collector appointed by the TCC of all tax records or other items held by Collector under this Agreement; (c) Collector's faithful execution of all duties required of Collector under this Agreement; (d) advance written notice from the surety company issuing the bond to the TCC at least thirty (30) days prior to the effective date if the surety company terminates, reduces the amount of, or otherwise changes the terms of the bond.

(5) ***Bond Delivery.*** Collector will deliver to the TCC by January 1 of each year the initial bond, properly executed by Collector and the surety company. Collector will deliver to the TCC any new bond or modification of a bond promptly after its effective date, properly executed by Collector and the surety company. Within thirty (30) days after such delivery to the TCC, Collector will give a copy of any bond in effect under this Agreement to each Taxing Authority that levies Tax. Within thirty (30) days of receiving a request, Collector will also provide a copy of any bond in effect under this Agreement to DCED, to any tax collection district other than the TCD seeking payment or distribution of Tax, and to any Taxing Authorities other than the Taxing Authorities seeking payment or distribution of Tax. If any bond has an expiration date or any surety company issuing a bond notifies Collector of termination or change of terms of the bond, a new bond must be delivered to the TCC at least thirty (30) days before the effective date of the expiration, termination, or change in terms.

(6) ***Bond Continuing after Termination of Agreement.*** Collector will continue to provide a bond until six (6) months after the end of the term of this Agreement. The bond amount in effect after the end of the term of this Agreement must be at least twenty-five percent (25%) of the bond amount required immediately prior to the end of the term of this Agreement.

(7) ***Failure to Provide Bond.*** Without limiting any other remedies available to the TCC, if Collector at any time fails to provide a bond in accordance with the requirements of this Agreement, Collector will pay to the TCC a penalty in the amount of $1,000 for each day Collector is not in compliance, subject to a maximum payment of $50,000.

e. ***Collector Office, Staff, Technology, Resources, and Safeguards.***

(1) ***Office and Staff.*** Collector's principal office is at the location of 243 South Allen Street, State College, Pennsylvania. Collector will at all times maintain an office at this location that is open to Taxpayers and the public and has sufficient staff, technology, and resources to allow Collector to interact in person or by telephone with Taxpayers, to receive returns and payments in person and by other means, and to fulfill its obligations under this Agreement. The Collector's office will maintain reasonable hours, being open at least 35 hours each week (except for weeks with holidays that are officially recognized by State College Borough) and shall maintain extended evening office hours until 7:00p.m. at least two evenings per week from April 1 until April 15 beginning in 2017 (for the collection of 2016 Earned Income Tax Returns) and continuing until the Collector has completed its responsibility for collecting tax returns as defined in this agreement. Additional remote office hours will be scheduled at other locations throughout the county as noted in Section 4(a) of this Agreement.

The Collector shall employ two (2) state-certified tax collectors on the office staff.

(2) ***Technology and Resources.*** Subject to the tax collector compensation provisions set forth below, Collector will perform all necessary work and supply all forms, postage, equipment, computer hardware and software, facilities, and other materials necessary to efficiently fulfill its obligations under this Agreement.

(3) ***Taxpayer Assistance and Filing Options.*** Collector will provide assistance to Taxpayers through operation of a telephone number during normal business hours, counter/walk-in assistance at Collector's principal office, and a website to provide information to Taxpayers. Collector's website will include the Taxpayer Bill of Rights; tax regulations, policies, and procedures; and copies of tax returns and all other forms applicable to Taxpayers. Collector will also maintain the infrastructure and provide information necessary to receive tax returns and payments electronically.

(4) ***Collector Warranties and Safeguards.*** Collector warrants to the TCC that: (i) Collector will at all times have adequate technology to comply with all requirements of the LTEA and this Agreement; (ii) Collector will at all times have technology, policies, and procedures in place for the purpose of ensuring the security and confidentiality of information relating to and provided by Taxpayers, including social security numbers and other information, and avoiding a data breach or other improper disclosure of confidential information.

f. ***Tax Revenue Deposit and Investment.***

(1) ***Deposit and Investment Policy.*** The TCC agrees to allow the Collector to follow the Investment Policy attached to this Agreement as **Exhibit C** to govern the investment of all funds in Collector's custody pursuant to the terms of this Agreement which shall not be changed by the Collector without notice to the TCC.

(2) ***Tax Collector Funds Not to Be Commingled.*** All deposits and investments made by Collector of funds subject to this policy will be deposited, invested, and held in one or more separate accounts with a financial institution or local government investment trust, holding in the account only funds held by Collector in its capacity as tax collector under the Tax Collection Agreement between the TCC and Collector. Collector may not commingle such funds by placing such funds in the same account together with funds that belong to Collector or that are collected or held by Collector for any other tax collection committee, entity, or person.

(3) ***Accounting and Allocation of Funds.*** Collector will maintain an accounting system that accounts for all Tax and Related Amounts by allocating such amounts as promptly as possible to: (i) each Taxing Authority entitled to receive Tax and Related Amounts; (ii) Taxing Authorities in other tax collection districts entitled to receive Tax and Related Amounts; or (iii) funds that have not been sufficiently identified by Taxpayers to allow Collector determination of the Taxing Authority to which the funds belong ("**Unidentified Funds")**. If

Collector is collecting more than one type of tax for a Taxing Authority, the accounting system will further provide subaccounts for each different type of tax collected for each such Taxing Authority.

(4) ***Investment Earnings Allocation***. Collector will monthly allocate investment earnings derived from all Tax and Related Amounts (excluding Unidentified Funds) collected or held by Collector under this Agreement. Collector will allocate investment earnings based upon total earned income tax distributed during the month to each Taxing Authority within the TCC.

g. ***Distributions.*** Collector will distribute Tax and Related Amounts in compliance with LTEA, 53 P.S. § 6924.513, and as follows:

(1) ***Distributions to Taxing Authorities Within TCD.*** Collector will make distributions of all Tax and Related Amounts legally due to each Taxing Authority, within the requirements of Act 32 of 2008 Section 513 as may be amended. Distributions of tax revenue to Taxing Authorities within the TCD shall be net of collection fees. In addition thereto, distributions shall include investment earnings due the Taxing Authority.

(2) ***Distributions to Tax Collectors for Other TCDs.*** Collector will make distributions of all Tax and Related Amounts legally due to each Taxing Authority, within the requirements of Act 32 of 2008 Section 513 as may be amended. At the time of distributions to tax collectors for other tax collection districts, Collector will provide to such other tax collectors all information required in employer monthly and annual returns filed under LTEA, 53 P.S. §§ 6924.512(4),(5), and any other distribution information required by DCED.

(3) ***Manner of Making Distributions.*** Collector shall take all necessary actions and sign all necessary documents to authorize initiation of Automated Clearing House (ACH) electronic debit and credit entries to the accounts in which it deposits tax funds collected and payable to Taxing Authorities. Any such fees associated with this manner of distribution are considered a cost of collection under this Agreement. To facilitate the implementation of this provision it is understood that the TCC shall advise and coordinate with the Taxing Authorities and their appropriate officers the taking all necessary actions and signing of all necessary documents to authorized Automated Clearing House (ACH) electronic debit and credit entries to the accounts at their financial institutions to facilitate the receipt of tax monies, as necessary.

(4) ***Statutory Interest Owed to Tax Collectors for Other TCDs.*** If Collector pays interest at the statutorily prescribed rate to a tax collector for another TCD as a result of a claim of the other tax collector pursuant to LTEA, 53 P.S. § 6924.513(b)(2) or § 6924.510(a), the interest paid will not be charged to the TCC or any Taxing Authority.

(5) ***Unidentified Funds and Receipts.*** If Collector receives Tax and is unable to identify the Taxing Authority entitled to the Tax within two (2) years of receipt, and if Collector has taken steps mandated by the **TCC Unidentified Tax Funds Policy**, as now in effect or of which the TCC in the future notifies Collector, Collector promptly thereafter will distribute the Tax to the municipality in which the Tax was collected.

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(6) ***Corrections to Distributions.*** If Collector at any time, based on annual reconciliation of returns or otherwise, determines that a distribution was incorrect, Collector will make adjustments to future distributions as required to make corrections and also provide an explanation of the reasons for and amounts of the adjustment to the appropriate Taxing Authority

h. ***Deductions for Amounts Owed TCC.*** Collector will comply with TCC notice to deduct from any distribution otherwise due a Taxing Authority any amount the Taxing Authority owes the TCC, and will pay the amount deducted directly to the TCC.

i. ***Reports to TCC and Taxing Authorities.***

(1) ***Monthly Reports.*** Within thirty (30) days after the end of each calendar month, Collector will provide a written report, in accordance with LTEA, 53 P.S. § 6924.509(b), in form prescribed by DCED, with additional information provided in form satisfactory to the TCC. The report will be provided to the TCC Secretary and to the secretary of each Taxing Authority for which Tax was collected during the prior month. The report will include the information set forth in this Agreement until otherwise directed by the TCC, and shall include the following:

(i) All other information required in monthly reports by this Agreement or DCED.

(ii) Upon annual request by TCC, the tax collector shall include in monthly reports to the TCC a report on deposits and investments, including: (a) Type of permitted deposits or investments used during the month; (b) Amount invested in each type of permitted deposit or investment at the end of the month, specifying the amount held by each depository institution or local government investment trust; (c) Any investment vehicle or account used during the month and not in existence at the end of the month, explaining such investment; (d) Name of custodian holding collateral for uninsured deposits; (e) Assurance that the tax collector is currently complying with all provisions of the investment policy, including monitoring collateral for deposits; (f) Information and details about any non-compliance with this policy.

(iii) All other information reasonably requested by the TCC in order to understand receipts and distributions of Tax and Related Amounts, to assess Collector performance, and for other appropriate purposes.

(2) Upon request: ***Information Concerning Returns and Enforcement, and for the Protection of the TCC and Taxing Authorities.*** In addition to the foregoing, **Collector will provide an annual supplemental report during the final quarter of the calendar year to the TCC Secretary specifying**:

(i) Taxpayer information, including:

(a) Number of individual tax returns filed.

(b) Number of individual non-filers identified.

(c) Number of individual tax returns processed.

(d) Number of employer tax returns filed.

(e) Number of employer non-filers identified.

(f) Number of employer tax returns processed.

(g) Employer tax returns remaining unprocessed, broken down by tax year.

Notification Upon Discovery, Documentation Provided Upon Request

(ii) Tax collection legal proceedings information required under ***Enforcement Steps*** below.

(iii) Tax Collector bond information required under ***Tax Collector Bond*** above.

(iv) Any criminal charges (other than a summary offense or driving under the influence) filed against Collector or any owner, officer, director, or key employee of Collector; and any criminal charges filed against any employee relating to theft or dishonesty.

(v) Any legal proceeding (arbitration, court action, or complaint filed with or investigation by a government body) filed, commenced, or made by a school district, municipality, other government body, employer, or Taxpayer against Collector. (This does not include Taxpayer refund requests unless the Taxpayer claims wrongful action by Collector and liability of Collector other than the refund claim amount.)

(vi) Any judgment for payment of money in excess of $10,000 rendered in any legal proceeding against Collector or any of its subsidiaries or affiliated companies. (This does not include a judgment for a refund claim amount owed to a Taxpayer.)

(vii) Any legal proceeding (arbitration, court action, or complaint filed with or investigation by a government body) or claim filed, commenced, or made by any person, or any event that has occurred, in either case that could have a material adverse effect on Collector's financial strength.

(viii) Any change of control of Collector, which shall mean: (a) any sale, lease, exchange, or other transfer (in one transaction or series of related transactions) of all or substantially all of the assets of Collector; or (b) the acquisition by any person or persons other than current owners of Collector of the power, directly or indirectly, to vote securities or other ownership interests having more than twenty percent (20%) of the ordinary voting power to elect directors of Collector, or to direct the management of the affairs of Collector.

(ix) Failure by Collector to make any payment more than ten (10) days after when due to any financial institution or any other party with respect to borrowed money.

(x) Any material adverse change in the financial or business condition of Collector.

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(xi) The occurrence of any of the events or omissions specified in ***Termination*** below.

(3) ***Annual Report.*** By March 31 of each year, Collector will provide a written annual report, in form satisfactory to the TCC. The report will be provided to the TCC Secretary, and to the secretary of each Taxing Authority for which Tax was collected during the prior year. The report will include all information required in monthly reports, except that the report will provide aggregate annual information. The annual report will include a listing of all costs collected during the year from Taxpayers in connection with collection of delinquent Tax. The annual report may omit legal proceedings commenced by Collector and reported under Reports on Legal Proceedings below.

(4) ***Certification of Reports.*** Collector's monthly and annual reports will include Collector's certification that the reports are accurate and that Collector is in compliance with this Agreement, and explanation of any noncompliance.

(5) ***Revenue Projection Assistance.*** On request from a Taxing Authority or the TCC, Collector will assist members with historic withholding data.

(6) ***Sterling Act Tax Credit Information for School Districts.*** By November 1 of each year, Collector will provide, in form satisfactory to school districts and the TCC, Sterling Act tax credit information that school districts are required to provide to the Pennsylvania Department of Education pursuant to the Taxpayer Relief Act, 53 P.S. § 6926.503(b)(2). The report will be provided to the TCC Secretary, and to the Secretary of each school district for which Tax was collected during the prior year.

(7) ***Data Breach Report.*** If at any time Collector experiences a "breach of the security of the system" requiring notice of breach to affected Taxpayers under the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 *et seq.*, Collector will provide notice of the breach to the TCC Secretary. The notice shall be provided as promptly as possible and no later than the date when notice is given to the affected Taxpayers. Collector will be responsible for all costs incurred as a result of a breach, including the cost of notifying affected Taxpayers.

j. ***Tax Records.*** Collector has received a copy of the **TCC Tax Records Policy for Tax Collector** now in effect. Collector will maintain at all times an updated Individual Taxpayer List and an Employer List and other Tax Records in accordance with LTEA, 53 P.S. §§ 6924.509(e) and 6924.513(a)(3), and the **TCC Tax Records Policy for Tax Collector**, as now in effect, or of which the TCC in the future notifies Collector. Per LTEA, 53 P.S. § 6924.509(e), all Tax Records are the property of the TCC and the Taxing Authority in which the Tax was collected.

k. ***Refund Processing.*** Collector will refund under LTEA, 53 P.S. § 6924.509(c), and the Local Taxpayer Bill of Rights, 53 Pa.C.S.A. §§ 8425 and 8426, on petition and proof by a Taxpayer, Tax paid and received by Collector or a Taxing Authority in excess of what is owed. Subject to the foregoing, Collector will process promptly all refund requests. Each Taxing

Authority will at all times be responsible for the amount of any refund the Taxing Authority owes to any Taxpayer, whether such refunds relate to amounts collected during the term of this Agreement or prior to the term of this Agreement. Collector will deduct the refund amount from a distribution otherwise due the Taxing Authority responsible for the refund.

l. ***Ongoing Duty to Maximize Collections.*** Collector will endeavor to maximize Tax collections by ensuring that all Tax owed is paid, including the following steps:

(1) ***Taxpayer Identification.*** Collector will take steps to identify Taxpayers required to pay or withhold Tax or file returns. These steps will include the following:

(i) ***Pennsylvania Department of Revenue Agreement.*** Collector will use the information from state income tax returns provided by the state as a result of the information exchange agreement the TCC enters into with the Pennsylvania Department of Revenue pursuant to LTEA, 53 P.S. § 6924.509(g).

(ii) ***Dialogue with Taxing Authorities.*** Collector will engage in ongoing dialogue with Taxing Authorities concerning Taxpayer identification, and will annually ask each Taxing Authority that levies Tax whether it wishes to receive, review, and comment on Collector's list of employers operating within the Taxing Authority and Collector's list of individual Taxpayers residing within the Taxing Authority. Collector will promptly provide copies of such lists if requested by the TCC or a Taxing Authority that levies Tax, and will promptly review and adjust its lists based on information provided by Taxing Authorities. Collector will annually ask each Taxing Authority that levies Tax to provide a list of new employers known to the Taxing Authority to be operating within the Taxing Authority's boundaries.

(iii) ***Other Lists.*** Collector will also endeavor to obtain other lists of employers and individual Taxpayers for comparison to Collector's Individual Taxpayer List and Employer List.

(2) ***Taxpayer Mailings.*** Collector will annually send tax return forms or notice in the case of electronic filers, to all known employers and individual Taxpayers. Collector will also during the year send tax returns and related information to any employer or individual Taxpayers identified through Taxpayer identification steps and not included in the most recent annual distribution.

(3) ***Mass Mailings and Amnesty Programs.*** Collector will consider and when appropriate implement amnesty programs and mass mailings to identify Taxpayers and collect Tax owed. Any amnesty program will comply with the TCC policy on abatement of interest or penalties adopted under this Agreement.

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(4) ***Examination and Reconciliation of Tax Returns.*** Collector will by August 1 of each calendar year examine all tax returns for the prior calendar year or years received by May 1. Collector will, as part of this process: (i) determine if the correct amount of taxable income and Tax owed has been reported; (ii) determine if the correct amount of Tax and any Related Amount has been paid, either directly by the Taxpayer or by an employer; (iii) compare taxable income and Tax owed as reported with Tax payments received from individuals, entities, and employers; (iv) compare taxable income and Tax owed as reported with income information from state income tax returns provided by the state; (v) take other steps as appropriate to verify the correct amount of taxable income and Tax owed has been reported and paid; (vi) determine if payments received during the year have been distributed to the correct Taxing Authority or other tax collector, and make adjustments to future distributions as required to make corrections.

(5) ***Taxpayer Audits.*** If Collector knows or suspects, based on information available to it, that the correct amount of taxable income has not been reported or that an employer has not correctly withheld or reported withholdings, Collector will, in accordance with LTEA, 53 P.S. § 6924.509(f), conduct audits of the records of Taxpayers to determine Tax or Related Amounts owed and other violations.

(6) ***Claims Against Other Tax Collectors.*** Based on examination and reconciliation of tax returns and other available information, Collector will, in accordance with LTEA, 53 P.S. § 6924.513(b), initiate claims against tax collectors for other tax collection districts for Tax or Related Amounts owed. In addition to other steps, such claims may include appeals in accordance with LTEA, 53 P.S. § 6924.505(j), to the tax appeal board of another tax collection committee, and requests for DCED mediation pursuant to LTEA, 53 P.S. § 6924.505(k). If Collector collects statutory interest from another tax collector on Tax owed, Collector will credit and distribute this interest, less costs, to the Taxing Authority entitled to the Tax.

(7) ***Delinquent Tax.*** Except for Taxpayers subject to enforcement steps at the time Collector commences collecting Tax within a Taxing Authority, Collector will be responsible, at its expense except as otherwise expressly stated in this Agreement, for collection of all delinquent Tax, including Tax owed for tax years preceding the year during which Collector commences Tax collection under this Agreement. However, unless Collector and the Taxing Authority later agree that Collector will assume responsibility for collection, per LTEA, 53 P.S. § 6924.515(b)(4), Collector will not be responsible to collect delinquent Tax owed for 2011 or prior tax years if Collector receives written notice from a Taxing Authority that the Taxing Authority has made prior arrangements for collection of such delinquent Tax. As to Taxpayers subject to enforcement steps, any taxpayer account subject to legal proceedings, wage attachment, or payment plan commenced by the prior tax collector shall remain with the prior tax collector until such collection action is completed. Collector will aggressively pursue collection of delinquent Tax.

m. ***Enforcement Steps.*** Collector will take all necessary and appropriate actions to collect Tax not paid when due and to ensure employer compliance, including without limitation when appropriate the following steps:

(1) ***Pursuit of Taxpayers.*** In addition to annual mailings to individuals and employers included on the Collector's Individual Taxpayer List and Employer List and mailings during the year to employers and individuals believed to be required to pay or withhold Tax or file returns, Collector will use follow-up mailings and telephone calls to obtain individual Taxpayer and employer compliance or to correct erroneous information.

(2) ***Authorization to File and Prosecute Legal Proceedings.*** Subject to the terms of this Agreement, the TCC authorizes Collector to appear before any court, district justice, arbitration panel, tax appeal board, or DCED mediator or mediation panel in which legal proceedings may be brought to enforce obligations related to the Tax.

(3) ***Limited Settlement Authorization***. The TCC authorizes Collector to compromise any Tax liability or otherwise settle legal proceedings brought by Collector to enforce obligations related to the Tax involving an amount in controversy of $1,500 in combined municipal and school district tax liabilities or less without prior TCC approval. The TCC further authorizes Collector to abandon collection procedures for uncollectible amounts of $1,500 or less without prior TCC approval. Collector must obtain the TCC's prior written approval before compromising or settling any Tax liability when the amount in controversy exceeds $1,500.

(4) ***Criminal Prosecutions.*** Collector will initiate criminal prosecutions against Taxpayers to enforce obligations related to the Tax. In addition to various provisions of the Crimes Code, 18 Pa.C.S.A. § 101 *et seq*., criminal prosecution is available under LTEA, 53 P.S. § 6924.509(j), with respect to certain types of tax, for: (i) Taxpayer failure to file a required return; (ii) employer failure to register, keep records, deduct Tax from employees, or pay Tax deducted from employees; (iii) refusal to permit a Collector agent to examine records; (iv) knowingly making any incomplete, false, or fraudulent return; and (v) attempting to avoid full disclosure of income in order to avoid payment of Tax. In order to allow Collector's legal counsel to assume charge of criminal prosecutions, in accordance with Pennsylvania Rule of Criminal Procedure 454(C), Collector will take steps with the County District Attorney to obtain consent for this procedure. The TCC will cooperate with Collector by joining in such request or providing other information as appropriate.

(5) ***Wage Attachments.*** Collector will, in accordance with LTEA, 53 P.S. § 6924.702, attach wages to enforce individual Taxpayer obligations.

(6) ***Liens.*** If authorized by law, Collector will, in accordance with the Municipal Tax Claim Law, 53 P.S. § 7101 *et seq*., file liens against Taxpayer real estate to enforce obligations related to the Tax.

(7) ***Civil Proceedings.*** Collector will, in accordance with LTEA, 53 P.S. §§ 6924.509(h), 6924.510(e), 6924.513(b)(2), and 6924.705, initiate civil proceedings to enforce obligations of Taxpayers, bonding companies, other tax collectors, or other persons or entities, related to the Tax. Any such legal proceedings will be initiated in the name of Collector as agent for a Taxing Authority or the TCC under this Agreement. Such proceedings include district justice actions and county court actions. Proceedings against employers may include not just

actions to collect Tax, but also actions to enforce employer obligations to provide information required under the LTEA in order to identify the Taxing Authority to which funds belong. Taxing Authorities shall have the right to intervene in any civil proceeding, and to revoke the authorization of Collector to prosecute a civil proceeding and thereafter prosecute the civil proceeding directly in its own name. In the event of revocation, Collector will reasonably cooperate with the Taxing Authority in transitioning responsibility for the proceeding to the Taxing Authority or its designees.

(8) ***Enforcement Steps Expenses.***

(i) ***Filing Fees.*** Collector will advance filing fees required and costs imposed by any court for any legal proceeding to enforce a Tax obligation. Unless and until paid by a Taxpayer, the Taxing Authority to which the Tax amount is owed is responsible for the filing fee. Collector will deduct the filing fee or cost amount from a subsequent distribution to such Taxing Authority, and thereafter will credit the amount to the Taxing Authority if and when paid by a Taxpayer.

(ii) ***District Justice Action Attorney fees.*** Collector will advance all attorney fees related to district justice actions. Such attorney fees will be charged to the Taxing Authority to whom the tax is owed. Collector will deduct the attorney fees amount from a subsequent distribution to such Taxing Authority, and thereafter will credit the amount to the Taxing Authority if and when paid by a Taxpayer.

(iii) ***Legal Fees for Other Legal Proceedings.*** Collector will initiate or be involved in other legal proceedings, such as county court actions, bankruptcies, taxpayer refund requests, taxpayer or other appeals to the TCC Tax Appeal Board, and DCED mediation with approval of Taxing Authority. For such proceedings, the interested Taxing Authority will pay all attorney fees.

(iv) ***Cases of General Interest to Multiple Taxing Authorities.*** If the TCC decides that a legal proceeding involves a matter of general interest to multiple Taxing Authorities, the TCC may instruct Collector to charge any attorney fees to the interested Taxing Authorities pro rata in direct proportion to Tax collected for each Taxing Authority during the prior calendar year, or in another manner the TCC deems equitable.

(v) ***Claims Against Collector.*** Collector will be responsible for and pay all attorney fees or other expenses of any type related to claims of malfeasance or nonfeasance by Taxing Authorities against Collector, claims by other tax collectors or Taxing Authorities outside the TCD for payment of Tax and Related Amounts believed owed to the other tax collector or Taxing Authority, and claims by Taxpayers against Collector.

(vi) ***Taxpayer Payment of Delinquent Collection Expenses.*** Collector may, in accordance with LTEA, 53 P.S. § 6924.707, impose and collect from Taxpayers the reasonable costs (including attorney fees) incurred to provide notices of delinquency or to implement similar procedures to collect delinquent Tax. Collector will submit to the TCC a proposed schedule of collection costs to be imposed on Taxpayers, and will collect such amounts from Taxpayers after TCC approval of the schedule. Collector's annual report to the TCC and

certain Taxing Authorities will include a listing of all costs collected during the year from Taxpayers in connection with collection of delinquent Tax.

(9) ***Reporting on Legal Proceedings.*** In addition to the other reporting requirements in this Agreement, Collector's reports to the TCC and certain Taxing Authorities will include: (i) an explanation of steps taken to identify Taxpayers required to pay or withhold Tax of file returns, including comparison of Collector Taxpayer lists against Pennsylvania Department of Revenue Taxpayer lists, the County real estate tax duplicate, and other lists of employers and individual Taxpayers; dialogue with Taxing Authorities; Taxpayer mailings; and mass mailings and amnesty programs; (ii) an explanation of the results of all such steps; (iii) a listing of all legal proceedings commenced by Collector under this Agreement; (iv) all such legal proceedings commenced that remain open; (v) all such legal proceedings commenced and closed (including explanation of the result of such proceedings); (vi) any expenses incurred in connection with any such legal proceedings that will be assessed against any Taxing Authority; (vii) the amount of costs collected from Taxpayers in connection with collection of delinquent Taxes. For purposes of semi-annual reports, legal proceedings will include Taxpayer audits, claims against other tax collectors, criminal prosecutions, wage attachments, liens, and civil proceedings. The report will identify the Taxpayer against whom or which the legal proceeding was commenced, except that names of Taxpayers will be omitted in listing audits.

(10) ***TCC and Taxing Authority Rights Preserved.*** The TCC and Taxing Authorities reserve the right to initiate, or to intervene in as permitted by applicable law, legal proceedings in its or their names for enforcement of obligations related to the Tax. At the TCC's request, Collector will consult with the TCC on any pending legal proceeding.

(11) ***Enactment Validity.*** If an Enactment is challenged in court, Collector will continue to collect the Tax levied under the Enactment until the Enactment is finally adjudicated as being invalid, unless otherwise enjoined by court order or otherwise directed by the TCC.

(12) ***Defense of Enactments.*** Collector is not responsible to defend the validity, legality, or constitutionality of Enactments except to the extent that the legality of same is challenged in response to a legal proceeding filed by Collector. If the legality of an Enactment is challenged in response to a legal proceeding filed by Collector, Collector will defend the legality of the Enactment, subject to consultation with the TCC and the Taxing Authority that passed the Enactment, and the other conditions set forth in this Agreement.

n. ***TCC Tax Appeal Board.*** Collector will participate in, and as appropriate defend against, appeals filed with the TCC Tax Appeal Board.

o. ***DCED Mediation.*** Collector will participate in DCED mediation when a dispute is properly submitted to DCED mediation.

p. ***Abatement of Interest or Penalties/Amnesty Programs.*** Collector will recommend to the TCC a policy on abatement of interest or penalties that would otherwise be imposed for the non-reporting or under-reporting of Tax liability or for the non-payment of Tax, which policy shall apply if the Taxpayer voluntarily files delinquent returns and pays the Tax in

full. The TCC will adopt a policy on abatement of interest or penalties subject to any rules or regulations promulgated by DCED pursuant to LTEA, 53 P.S. § 6924.509(i)(2). The policy may incorporate provisions allowing an amnesty program for a limited period of time.

q. ***Amounts Collected.*** Collector will at all times act in the best interests of the TCC and the Taxing Authorities, will aggressively pursue collection of Tax, and will use all reasonable efforts to collect all Tax and Related Amounts owed to the Taxing Authorities. However, Collector does not guarantee that it will collect any particular amount for any Taxing Authority in any given tax year and does not guarantee collection of all Tax and Related Amounts owed. Collector is not required to collect any Tax or Related Amounts that Collector with the exercise of reasonable judgment determines uncollectable, unless otherwise addressed herein.

r. ***Meetings with TCC.*** At least annually, and more frequently if requested by the TCC, Collector will meet with TCC representatives to report on and discuss Tax collection activities, issues, and performance.

5. **Ongoing Duties and Covenants of the TCC.** The TCC agrees to the following:

a. ***Authorized Representatives.*** The TCC will notify Collector in writing of a specific individual or individuals who will act as authorized representatives of the TCC to make requests of, consult with, and receive information from Collector.

b. ***Enactments.*** The TCC has provided or promptly hereafter will provide or cause the Taxing Authorities to provide to Collector a copy of each Enactment and any amendments thereto currently in effect, and will provide or cause the Taxing Authority to provide a copy of any future Enactment or amendment promptly after adoption.

6. **Tax Collector Compensation.**

a. ***Compensation***. The Collector shall receive compensation for its services rendered under this agreement based upon its actual expenses incurred (including a reasonable allocation of overhead expenses for those costs that cannot be directly and exclusively traced to the collection of tax under this agreement) and capital costs (as defined hereinafter) in tax collection efforts pursuant to this Agreement . The Collector shall withhold tax collection costs for the term of this Agreement at a rate of 2.4% of the tax revenue collected for each Taxing Authority. By March 31st of the year following the year to be accounted for, the Collector shall prepare an actual cost reconciliation detailing its costs incurred. By May 15th, any amount due the Collector or the Taxing Authorities of the TCC shall be paid. The Collector and the TCC agree that it is the responsibility of the TCC to determine the formula for the allocation of costs among the Taxing Authorities of the TCC, but that, upon presentation of the formula to the Collector by the TCC, the Collector will determine amounts due to or from each Taxing Authority of the TCC based upon this formula as part of its actual cost reconciliation.

b. ***Capital Costs***. All capital assets that the Collector reasonably needs to purchase to fulfill its obligations under this agreement shall be depreciated over the shorter of three (3) years or the useful life of the asset, using the straight line depreciation method, as if the asset

were placed in service on January 1 of the year the asset is placed in service. All depreciation for any year shall be included in the actual cost reconciliation prepared by the Collector. Upon the termination of this Agreement, any and all remaining unrecognized depreciation shall be due and payable from the TCC to the Collector within thirty (30) days. All capital assets shall be the property of the Collector.

7. **Confidentiality.** All information obtained by Collector as a result of Taxpayer declarations, returns, investigations, hearings, or verifications related to Tax collection is confidential. Collector will not divulge to any third party any confidential information. This prohibition does not include disclosure of otherwise confidential information for official purposes as authorized by any law, including without limitation disclosure to a lawyer or accountant retained by Collector or disclosure in a legal proceeding.

8. **Liability and Indemnification.**

a. ***Enactment Compliance.*** Collector will not be liable or responsible for failure of an Enactment to comply with applicable legal requirements.

b. ***Collector Indemnification.*** To the extent permitted by the Pennsylvania Political Subdivision Tort Claims Act and other applicable law, the TCC will hold harmless and indemnify Collector, its directors, officers, employees, agents, and consultants, and any insurance company providing insurance to any of them, from and against any claim, loss, damage, liability, or expense (including reasonable attorney fees) arising from or relating to: (1) TCC failure to comply with any applicable law or regulation; (2) TCC breach of this Agreement; (3) TCC failure to take action when the failure constitutes a breach of a legal duty; (4) Collector's compliance with a TCC notice to withhold and pay to the TCC amounts that would otherwise be distributed to the Taxing Authority; (5) Any investigation, legal proceeding, administrative action, or other action relating to or alleging any of the matters referred to in items (1) to (4) set forth in this Section. The TCC will have no obligation to indemnify for loss, damage, liability, or expense relating to any investigation, legal proceeding, administrative action, or other action by any person, entity, or government body to the extent the loss, damage, liability, or expense is attributable to a Taxing Authority or Collector action or omission.

c. ***TCC Indemnification.*** To the extent permitted by the Pennsylvania Political Subdivision Tort Claims Act and other applicable law, the Collector will hold harmless and indemnify TCC, its directors, officers, employees, agents, and consultants, and any insurance company providing insurance to any of them, from and against any claim, loss, damage, liability, or expense (including reasonable attorney fees) arising from or relating to: (1) Collector failure to comply with any applicable law or regulation; (2) Collector breach of this Agreement; (3) Collector failure to take action when the failure constitutes a breach of a legal duty; (4) Collector's compliance with a TCC notice to withhold and pay to the TCC amounts that would otherwise be distributed to the Taxing Authority; (5) Any investigation, legal proceeding, administrative action, or other action relating to or alleging any of the matters referred to in items (1) to (4) set forth in this Section. The Collector will have no obligation to indemnify for loss, damage, liability, or expense relating to any investigation, legal proceeding, administrative

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action, or other action by any person, entity, or government body to the extent the loss, damage, liability, or expense is attributable to a Taxing Authority or TCC action or omission.

d. ***Collector Insurance*.** Collector shall purchase from and maintain with a company lawfully authorized to do business in Pennsylvania insurance of the types and amounts listed in **Exhibit B**. Collector shall file with the TCC prior to commencement of collection under this Agreement, certificates of insurance acceptable to the TCC. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the TCC.

9. **Early Termination.**

a. ***TCC Termination for Cause*.** The TCC may end the term of this Agreement prior to the end of the term set forth in Section 3 (Term of Agreement) above by giving written termination notice to Collector if: (1) Collector or any officer, or key employee of Collector is charged with a crime involving fraud, extortion, or dishonesty, or that reflects adversely on the credibility or integrity of Collector or the officer, or key employee; (2) Collector engages or has engaged before or after the Effective Date in conduct that reflects adversely on Collector's credibility or integrity; (3) Collector fails to meet any annual mandatory education requirements prescribed by DCED under LTEA, 53 P.S. § 6924.508(e); (4) Collector fails to satisfy the requirements for appointment prescribed by DCED under LTEA, 53 P.S. § 6924.508(f); (5) Collector has misrepresented any material fact in the executed Memorandum of Understanding for Tax Collection Services; (6) Any Tax Collector bond expires or is terminated, and a new bond has not been delivered (immediately in the event of expiration or a termination caused in entirely or substantially by the Collector or its actions, or within 30 days in the event of a termination which was not caused by the Collector or its actions) to the TCC in accordance with Section 4(d) (Tax Collector Bond) above; (7) The occurrence of any of the events or omissions specified in Sections 4(i)(2) (vii), (viii), (ix), or (x) (Reports to TCC and Taxing Authorities) above; (8) Collector is in material breach of any provision of this Agreement; (9) Collector's insolvency, bankruptcy, or cessation of business operations; (10) Any legislative or regulatory action or enactment or court decision occurs, which has the effect of prohibiting, preventing, inhibiting, or materially restricting Collector's ability, power, or authority to collect Tax.

b. ***Collector Notice to TCC*.** Collector will give prompt written notice, in any event no later than the next monthly report, to the TCC if Collector becomes aware of any event or omission which could provide grounds for TCC termination under Section 9 above. After giving notice, Collector will comply with all TCC requests to provide further information regarding the event or omission specified in the notice.

c. ***TCC Notice to Collector*.** A TCC termination notice under Section 9 above shall specify the reason for the termination and the termination effective date. If the sole cause for termination is material breach of this Agreement, and none of the other causes for early termination set forth in Section 9 applies, the termination effective date shall be at least thirty (30) days after the date of the termination notice, and Collector shall have thirty (30) days after the date of the termination notice within which to cure the breach or to take substantial steps to cure the breach to the satisfaction of the TCC. If Collector does not cure the breach or take substantial steps to cure the breach to the satisfaction of the TCC within thirty (30) days after the

date of the termination notice, the termination will be effective on the termination effective date specified in the termination notice.

10. **Effect of Termination.** When the term of this Agreement ends, except as otherwise agreed in writing between the TCC and Collector, the following provisions will apply:

a. ***Tax Collector Status Ends.*** Collector will cease to be the exclusive collector of Tax throughout the TCD, and the exclusive collector of Tax throughout the TCD after the termination effective date will be the new tax collector designated by the TCC.

b. ***Collector Announcement.*** Collector will promptly post an announcement on its website that Collector is no longer designated as tax collector for the TCC, which announcement will include the name of the new tax collector as specified in written notice from the TCC to Collector, but will make clear that Collector continues to be responsible for collection and processing of prior year tax returns.

c. ***Collector Communications.*** When Collector is contacted in its capacity as tax collector for the TCC, Collector will advise that Collector is no longer designated as tax collector for the TCC and will advise of the name of the new tax collector as specified in written notice from the TCC to Collector.

d. ***TCC Notice to Taxpayers.*** The TCC will notify, or cause the new tax collector for the TCC to notify, in writing, Taxpayers and other tax collectors that after the termination effective date all Tax and communications concerning Tax should be directed to the new tax collector, including Tax attributable to time periods before the termination effective date. This includes processing tax returns related to activities, earnings, or withholding prior to the termination effective date.

e. ***Funds and Communications Received After Termination Effective Date.*** Collector will promptly after receipt, transfer to the new tax collector any checks, electronic fund transfers, tax returns, or other communications received by Collector in its capacity as tax collector or former tax collector for the TCC.

f. ***Unidentified Funds.*** Collector will promptly transfer to the new tax collector any Unidentified Funds collected or held by Collector in its capacity as tax collector for the TCC, together with all information in Collector's possession relating to the Unidentified Funds.

g. ***Collector Summary Report.*** Collector will promptly provide the TCC with a report summarizing the status of: (1) open Taxpayer audits; (2) open claims against other tax collectors; (3) Taxpayers then identified as delinquent; (4) open legal proceedings, wage attachments, payment plans, and liens filed and not yet satisfied; (5) all other information reasonably requested by the TCC or the new tax collector.

h. ***Tax Records Transfer.*** Collector will promptly transfer all Tax Records to the new tax collector as directed by the TCC and in accordance with the ***TCC Tax Records Policy for Tax Collector*** attached hereto as **Exhibit E**. Collector may keep a copy of Tax Records for

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Collector reference as needed for delinquent Tax matters Collector will continue to handle or in case of any dispute that continues or arises after the end of the term.

i. ***Taxpayers Subject to Enforcement Steps.*** Unless directed otherwise by the TCC, any Taxpayer account subject to legal proceedings, wage attachment, or payment plan commenced by Collector shall remain with Collector until such collection action is completed, and Collector will be compensated for such collections as provided under this Agreement. Collector will take all steps necessary or appropriate as reasonably directed by the TCC for smooth transition of responsibility for collection of Tax subject to legal proceedings, wage attachment, or payment plan.

j. ***Collector Cooperation.*** Collector will cooperate and take all other steps necessary or appropriate for smooth transition of Tax collection services from Collector to the new tax collector.

k. ***Collector Financial Statements.*** Collector will deliver required financial statements and reports, in accordance with ***Tax Collector Financial Statements*** above, for the calendar year in which the termination effective date occurs.

l. ***Collector Bond.*** Collector will provide a bond for a period of six (6) months in accordance with the requirements of ***Tax Collector Bond*** above, and in the amount required under this Agreement.

m. ***Collector Investment of Funds.*** Collector will invest and make payments of any funds held by Collector in its capacity as tax collector for the TCC in accordance with the Tax Revenue Deposit and Investment above.

n. ***Collector Distributions.*** As to funds received prior to the termination effective date, Collector will make distributions in accordance with ***Distributions*** above.

o. ***Collector Monthly Reports.*** Collector will file monthly reports, in accordance with ***Reports to TCC and Taxing Authorities*** above, until Collector has filed a final monthly report accounting for all funds held by Collector in its capacity as tax collector for the TCC.

p. ***Collector Annual Report.*** Collector will provide a written annual report, in accordance with ***Reports to TCC and Taxing Authorities*** above, for the final year during which monthly reports have been filed.

q. ***Surviving Provisions of Tax Collection Agreement.*** In addition to all provisions in this Section 10, the provisions of ***Best Interests/Legal Compliance***, ***Deduction for Amounts owed TCC***, ***Tax Records***, ***Confidentiality***, ***Liability and Indemnification*** above, and ***Dispute Resolution***, ***Notices***, ***Miscellaneous*** below, and any other provisions relating to obligations of the parties after the end of the term, will survive the end of the term of this Agreement.

r. ***Release.*** In the event the TCC ends the term of this Agreement under ***Early Termination*** above with the reasonable belief that grounds exist for such action, Collector

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releases the TCC from all liability to Collector arising from or related to the termination. Notwithstanding the foregoing, Collector will be entitled to all compensation for Tax collected before or for which Collector is authorized to collect after the termination effective date.

11. **Dispute Resolution.**

a. ***Choice of Law.*** This Agreement shall be governed by Pennsylvania law.

b. ***DCED Mediation.*** Any dispute arising from or related to this Agreement subject to mandatory DCED mediation will first be submitted to DCED in accordance with LTEA, 53 P.S. § 6924.505(k). Other disputes may be submitted for DCED mediation if all parties agree.

c. ***Jurisdiction.*** Any dispute between the TCC and Collector arising from or related to this Agreement that is not resolved by discussion or mediation will be submitted to the jurisdiction of the Centre County Court of Common Pleas in Bellefonte, Pennsylvania.

12. **Notices under this Agreement.** All communications and notices under this Agreement shall be in writing and will be deemed given at the earlier of the time when actually delivered, when mailed by first class or express mail, postage prepaid, or other courier service with charges prepaid, or when sent by facsimile or email transmission (with confirmation from the recipient) addressed as set forth after each party's signature at the end of this Agreement (or to such other address as a party has substituted or added by notice pursuant to this Section).

~~13. **Transition to Collection under this Agreement.** Collector agrees to take the following steps as part of the transition to tax collection under this Agreement:~~

~~a. ***Tax Records Procurement or Creation.*** Promptly after the Effective Date, Collector will use best efforts to obtain from the current tax collector for each Taxing Authority copies of all Tax Records (other than bank account statements) required under Section 3 of the ***TCC Tax Records Policy for Tax Collector***. To the extent such information cannot be obtained from the then-current tax collector, Collector will use best efforts to obtain such information from the Taxing Authority. If Collector is the then-current tax collector, Collector will create or maintain such information. Collector will also use best efforts to obtain or maintain copies of such information updated to the date Collector will commence tax collection under this Agreement, so that Collector will have all information needed to begin collecting Tax on the date specified in ***Commencement Date*** above.~~

~~b. ***Advertisement.*** On or before November 1 prior to the date Collector commences tax collection under this Agreement, Collector will advertise in a newspaper of general circulation within the TCD. The advertisement will include Collector's contact information, website address, and other information to help ensure Taxpayer communications and payments are directed to the correct tax collector.~~

~~c. ***Notice to Employers.*** On or before November 1 prior to the date Collector commences tax collection under this Agreement, Collector will notify in writing all employers within the TCD. The notice will include Collector's contact information, website address, and~~

~~other information to help ensure employer communications and payments are directed to the correct tax collector. The notice will also include tax returns and any other required forms.~~

~~d. ***Notice to Individuals.*** Between December 1 and January 31 , Collector will notify in writing all individuals residing in the TCD and entities having a place of business within the TCD that pay or are believed to owe Tax. The notice will include Collector's contact information, website address, and other information to help ensure Taxpayer communications and payments are directed to the correct tax collector. The notice will also include tax returns and any other required forms.~~

~~e. ***Fund Transfers from Prior Tax Collector.*** Collector will arrange with the prior tax collector for transfer to Collector of any checks, electronic fund transfers, tax returns, or other communications received by the prior tax collector after the date when Collector commences collecting Tax within a Taxing Authority served by the prior tax collector.~~

~~f. ***Transfer of Unidentified Funds from Prior Tax Collector.*** Collector will arrange with the prior tax collector for transfer to Collector of any Unidentified Funds collected or held by the prior tax collector in its capacity as tax collector for a Taxing Authority prior to the date Collector commences collecting Tax within the Taxing Authority.~~

~~g. ***Tax Return Processing.*** After the commencement all Tax and Related Amounts owed by Taxpayers residing or located within the Taxing Authority or owed to the Taxing Authority will be paid to Collector except for Tax and Related Amounts owed for time periods before the commencement date. All tax returns for the tax years beginning on or after the commencement date will be filed with the Collector.~~

~~h. ***Delinquent Tax.*** Collector will collect delinquent Tax as specified in ***Delinquent Tax*** above.~~

~~i. ***Other Measures.*** Collector will take all other reasonable measures deemed necessary or appropriate by Collector or the TCC to educate Taxpayers about Collector's appointment, and about Act 32, LTEA, and Collector requirements, or to ensure smooth transition of tax collection services from the prior tax collector.~~

~~j. ***TCC Tax Collection Transition Plan.*** Collector will assist the TCC in developing, and will comply with other steps required by, the TCC Tax Collection Transition Plan.~~

14. **Miscellaneous.**

a. ***Payment of TCC Costs to Enforce Agreement.*** To the extent specified in this Agreement, Collector will pay all costs, including attorney fees and other expenses, incurred by the TCC in enforcing this Agreement irrespective of whether legal proceedings are filed.

b. ***Entire Agreement.*** This Agreement represents the entire Agreement between the TCC and Collector, supersedes any prior agreements between the TCC and Collector, and supersedes any prior agreements between any Taxing Authority and Collector related to collection of the Tax.

c. ***Modification.*** Any modification of this Agreement must be in writing and signed by the TCC and Collector to be valid.

d. ***Independent Contractor.*** Collector is providing tax collection services under this Agreement as an independent contractor. Collector has no authority to create obligations for or legally bind the TCC or any Taxing Authority except as expressly authorized in this Agreement or applicable law.

e. ***Assignment or Subcontracting.*** Collector will not assign, transfer, subcontract, or delegate any of its rights or responsibilities under this Agreement without prior written consent from the TCC, notwithstanding the foregoing, the Collector may use a third party delinquent collector for taxpayers if other collection means have not been effective. The Collector may also use a third party for printing and mailing services when deemed appropriate.

f. ***Successors.*** This Agreement is binding upon the parties' successors and assigns.

g. ***Severability.*** If any portion of this Agreement is invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

h. ***Section Headings.*** The headings contained in this Agreement are for convenience of reference only and are not to be used in interpreting the Agreement.

i. ***Interpretation.*** The parties are equally responsible for the consummation of this Agreement. Alleged ambiguity in this Agreement shall not be construed against either party.

15. **Definitions.**

a. ***Collector*** – the Borough of State College.

b. ***CPA*** – a Certified Public Accountant licensed by the Commonwealth of Pennsylvania.

c. ***DCED*** – the Pennsylvania Department of Community and Economic Development.

d. ***Effective Date*** – January 1, 2017.

e. ***Employer List*** – as defined in the **Tax Records Policy for Tax Collector**, as now or in the future in effect. The policy as now in effect is attached to this Agreement.

f. ***Enactments*** – as defined in ***Background*** above.

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g. ***Individual Taxpayer List*** – as defined in the **Tax Records Policy for Tax Collector**, as now or in the future in effect. The policy as now in effect is attached to this Agreement.

h. ***LTEA*** – as defined in ***Background*** above.

i. ***Person*** – any individual, entity, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other governmental body.

j. ***Political Subdivision*** – a city of the second class, city of the second class A, city of the third class, borough, town, township of the first class, township of the second class, school district of the first class A, school district of the second class, school district of the third class, school district of the fourth class, or municipal authority, located in the Commonwealth of Pennsylvania.

k. ***Related Amounts*** – as defined in ***Related Amounts*** above.

l. ***Tax*** – as defined in ***Tax*** above.

m. ***Taxing Authorities*** – as defined in ***Background*** above.

n. ***Taxpayers*** – as defined in Section 1(a).

o. ***Tax Records*** – as defined in the **Tax Records Policy for Tax Collector**, as now or in the future in effect. The policy as now in effect is attached to this Agreement.

p. ***TCC*** – as defined in the preface to this Agreement.

q. ***TCD*** – as defined in ***Background*** above.

r. ***Unidentified Funds*** – as defined in ***Accounting and Allocation of Funds*** above.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COLLECTOR:

Attest:

_____

By: _____

Title: _____

Street Address:
(principal office and mailing address)

_____

_____

_____

Facsimile Number: _____

Email Address: _____

CENTRE COUNTY TAX COLLECTION COMMITTEE

Attest:

_____

By: _____

Title: _____

Street Address:

_____

_____

_____

Facsimile Number: _____

Email Address: _____

12-21-2016

Exhibit A

Taxing Authorities/Tax To Be Collected/Commencement Date/Commission Rate

	Municipal Resident EIT (percent)	School District EIT (percent)	Total Resident EIT (percent)	Municipal Nonresident EIT (percent)
BALD EAGLE AREA SCHOOL DISTRICT				
BOGGS TWP	0.50	2.05	2.55	0.50
BURNSIDE TWP	0.50	2.05	2.55	0.50
HOWARD BORO	0.50	2.05	2.55	0.50
HOWARD TWP	0.50	2.05	2.55	0.50
HUSTON TWP	0.50	2.05	2.55	0.50
MILESBURG BORO	0.50	2.05	2.55	0.50
PORT MATILDA BORO	0.50	2.05	2.55	0.00
SNOW SHOE BORO	0.50	2.05	2.55	1.00
SNOW SHOE TWP	0.50	2.05	2.55	1.00
UNION TWP	0.50	2.05	2.55	1.00
UNIONVILLE BORO	0.50	2.05	2.55	1.00
WORTH TWP	0.50	2.05	2.55	0.00
BELLEFONTE AREA SCHOOL DISTRICT				
BELLEFONTE BORO	0.60	1.05	1.65	1.00
BENNER TWP	0.50	1.05	1.55	0.50
MARION TWP	0.50	1.05	1.55	0.50
SPRING TWP	0.50	1.05	1.55	0.50
WALKER TWP	0.50	1.05	1.55	0.50
PENNS VALLEY AREA SCHOOL DISTRICT				
CENTRE HALL BORO	0.50	1.30	1.80	0.50
GREGG TWP	0.50	1.30	1.80	0.50
HAINES TWP	0.50	1.30	1.80	0.50
MILES TWP	0.50	1.30	1.80	0.50
MILLHEIM BORO	0.50	1.30	1.80	0.50
PENN TWP	0.50	1.30	1.80	0.50
POTTER TWP	0.50	1.30	1.80	0.50
STATE COLLEGE AREA SCHOOL DISTRICT				
BENNER TWP	0.50	0.95	1.45	0.50
COLLEGE TWP	0.50	0.95	1.45	1.00
FERGUSON TWP	1.40	0.95	2.35	1.00
HALFMOON TWP	0.50	0.95	1.45	0.50
HARRIS TOWNSHIP	0.50	0.95	1.45	1.00
PATTON TWP	0.50	0.95	1.45	1.00
STATE COLLEGE BORO	1.30	0.95	2.25	1.00

*****Rates current as of November, 2016 as per the Pennsylvania Department of Community and Economic Development*****

12-2016

Exhibit B

Collector Minimum Insurance Requirements
(in addition to tax collector bond)

Insurance Type	Minimum Limits
Commercial general liability, including contractual liability (with TCC and taxing authorities named additional insureds; coverage primary to other coverage TCC may have) Personal/Advertising Injury	$5,000,000 per occurrence $5,000,000 aggregate
Vehicle liability (including owned, rented, non- owned, and uninsured and underinsured motorist coverage)	$5,000,000 per occurrence
Employee dishonesty, including third party funds and computer fraud (applicable to all employees and independent contractors)	$250,000 per loss
Public Officials Liability	$2,000,000 in aggregate
Cyberfraud/Computer Crime	$5,000,000 each occurrence
Public Officials Bond (Tax Officer) Excess Employee Dishonesty Bond (Finance	$3,000,000 or as determined $250,000 excess per loss
Director)	

1. ***The deductible under any insurance policy required hereunder shall not exceed $25,000.***

2. ***Insurance must be issued by an insurance company that is licensed in Pennsylvania and has a minimum A.M. Best rating of "A-", class VII. If insurance is provided through a trust, risk retention group, pool, or similar entity, re-insurers must satisfy these qualifications, and additional requirements might apply.***

3. ***The Certificate of Insurance filed by Collector must be signed by a licensed insurance representative and contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the TCC.***

4. ***The above limits may be achieved on either a stand-alone basis or in combination with zExcess or Umbrella Liability policy.***

12-21-2016

Investments

This policy governs the investment of operating and capital funds of State College Borough. The purpose of this policy is to ensure the Borough's funds are invested in legal and prudent instruments, consistent with the provisions herein. A separate policy governs the investment management of the Borough's Pension Plans.

The objectives, in priority order, of the Borough's investment activities shall be:

- **Safety** – Safety of principal shall be the foremost objective of this policy. All investments shall be undertaken in a manner that seeks to ensure the preservation of principal in the investment portfolio by mitigating credit or interest rate risk.
- **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that can be reasonably foreseen. The portfolio shall be structured so that investments mature concurrently with the Borough's anticipated cash needs.
- **Yield** – Return on investments is of least importance compared to the safety and liquidity objectives described. The investment portfolio shall be designed with the objective of attaining a market average rate of return throughout budgetary and economic cycles, consistent with investment risk constraints and liquidity needs.

Standards of Care

Investments shall be made with due care, skill, diligence and prudence. The standard to be used in managing the Borough's investment portfolio shall be the "prudent person" standard, which means that all investments shall be made with the judgment that persons of discretion and intelligence would exercise in the management of their own affairs, not for speculation but for investment, considering the safety of their capital, as well as the return to be derived.

The Public Trust

The Borough's investment program is subject to public review and shall be managed with professionalism worthy of the public's trust. All employees involved in the investment process shall refrain from personal business activities or interests that could conflict with the proper execution and management of the Borough's investment program or that could impair their ability to make impartial decisions.

All employees involved in the investment process shall disclose, in writing, material interests in entities with which they conduct business and they shall further disclose personal investment positions that could be related to the performance of the Borough's investment portfolio. Employees shall, at all times, subordinate their personal investment activities to those of the Borough.

Investment Authority

Authority to manage the investment program is granted to the Borough Manager or his/her designee. Responsibility for the operation of the investment program is hereby delegated to the Finance Director, who shall carry out the program in accordance with the provisions of this policy. The Finance Director shall be responsible for all transactions undertaken and shall regulate the activities of subordinate employees. No employee may engage in an investment transaction except as provided in the provisions of this policy.

Authorized Financial Institutions and Broker/Dealers

The Finance Director shall maintain a list of financial institutions and registered broker/dealers authorized to furnish investment services to the Borough. All financial institutions and broker/dealers who desire to offer investment services must furnish the following documentation, as appropriate:

- Audited annual financial statements
- Description of the capitalization and creditworthiness of the entity
- Proof of National Association of Securities Dealers (NASD) certification
- Proof of Pennsylvania registration
- Certification of having read and agreeing to comply with the provisions of this policy

Authorized Investment Pools

The Finance Director shall maintain a list of entities authorized to furnish pooled investment services to the Borough in accordance with the provisions of the Act of the Pennsylvania General Assembly of July 12, 1972 (P.L. 762, No. 180).

Entities that desire to offer pooled investment services must furnish a prospectus, along with the following additional documentation, as appropriate:

- Audited annual financial statements
- Description of the organization, management, operation and creditworthiness of the pool
- Statement of investment policies and objectives
- Statement of operating policies and regulations affecting participants
- Statement of applicable fees and service charges
- Methodology for calculating and distributing interest
- Certification of having read and agreeing to comply with the provisions of this policy

Authorized Investment Types

Consistent with the Borough Codification of Ordinances and applicable Pennsylvania statutes, the following types of investments are permitted by this policy:

- Insured or collateralized savings accounts or time deposits
- Insured or collateralized certificates of deposit
- United States Treasury bills
- Obligations of the United States Government or its agencies or instrumentalities
- Obligations of the Commonwealth of Pennsylvania or its agencies or instrumentalities
- Obligations of the political subdivisions of the Commonwealth of Pennsylvania or their agencies or instrumentalities
- Pooled investments in accordance with the provisions of the Act of the Pennsylvania General Assembly of July 12, 1972 (P.L. 762, No. 180)

Competitive Placement of Certain Investment Types

Prior to the placement of a fixed-term investment, the Finance Director shall obtain a minimum of two base rate quotations from entities authorized to furnish such investment services to the Borough. Notwithstanding any other provision of this policy, the investment shall be placed with the entity quoting the highest net rate of return for the term of the investment.

Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure the funds of the Borough are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of "reasonable assurance" recognizes that the cost of a control should not exceed the benefits likely to be derived and that the valuation of these costs and benefits requires estimates and judgments by management. The internal controls shall address the following issues:

- Control of collusion
- Separation of transaction authority from accounting and record-keeping responsibilities
- Custodial safekeeping of investments and collateral
- Written confirmation of telecommunicated investment transactions

The Borough's Auditor shall annually conduct an independent review to assure the internal control structure adequately and appropriately addresses these and other relevant issues.

Title to Investments and Collateral

All investments shall be titled and/or registered in the name of the Borough of State College. Collateral pledged to secure the investments shall be held in the Borough's name.

Collateralization, Safekeeping and Custody

Collateralization of all Borough investments and the safekeeping and custody of assets pledged to secure the investments, shall be required and maintained in accordance with the provisions of the Act of the Pennsylvania General Assembly of August 6, 1971 (P.L. 281, No. 72).

Diversification

The Borough's investment portfolio shall be diversified in order to minimize risk and provide sufficient liquidity to meet obligations as they become due, as well as to be consistent with the safety of principal and the goal of achieving a market average rate of return.

Maximum Maturities

Investments shall be matched with the Borough's anticipated cash requirements. Unless matched to a specific cash flow, investment in instruments maturing more than three years from the date of purchase is prohibited.

Performance Standards

The Borough's investment portfolio shall be managed in accordance with the provisions of this investment policy. The portfolio should obtain a market average rate of return during an economic environment of stable interest rates.

Reporting

The Finance Director shall prepare a quarterly report that provides a succinct summary of the Borough's investment portfolio by investment type, principal amount, interest rate, maturity date and current market value. The report shall be prepared in a manner that will allow the reader to readily ascertain whether the investments conform to the provisions of this policy. The report shall be submitted to the Mayor, Borough Council and the Borough Manager within 30 days following the end of the reporting period and is a matter of public record.

Exhibit D

Notice to Collector of TCC Representatives

Until further notice from the TCC, the following are the individuals who will act as authorized representatives of the TCC to make requests of, consult with, and receive information from Collector.

1. TCC Primary Contact Person

Name:	Randy Brown
Title:	Chairperson
Street Address:	240 Villa Crest Dr State College PA 16801
Email Address:	rlb21@scasd.org

2. TCC First Alternate Contact Person

Name:	Kenneth G Bean Jr.
Title:	Vice Chairperson
Street Address:	318 N Allegheny St Bellefonte PA 16823
Email Address:	kbean@basd.net

3. TCC Second Alternate Contact Person

Name:	Ralph W Stewart
Title:	Secretary and Right to Know Officer
Street Address:	236 W Lamb St Bellefonte PA 16823
Email Address:	rstewart@bellefontepa.gov

Date: _____

CENTRE COUNTY
TAX COLLECTION COMMITTEE

By: _____

Exhibit E

Tax Records Policy for Tax Collector

CENTRE COUNTY TAX COLLECTION COMMITTEE

Tax Records Policy for Tax Collector

1. **Policy Scope and Legal Authority.** The Local Tax Enabling Act (LTEA), 53 P.S. § 6924.509(e), requires the Centre County Tax Collection Committee (TCC) to adopt a tax records policy. The purpose of this policy is to provide for creation and maintenance of Tax Records by the Tax Collector. Legal authority and rules pertaining to this policy include: LTEA, 53 P.S. §§ 6924.501, 6924.509(e), and 6924.513(a)(3); the Municipal Records Act, 53 Pa.C.S.A. § 1381 *et seq*.; and the Pennsylvania Local Government Records Committee Statements of Policy – Local Government Records, 46 Pa. Code § 15.1, *et seq*.

2. **Definitions.** For purposes of this policy, the terms set forth below have the following meanings:

"DCED" means the Pennsylvania Department of Community and Economic Development.

"Enactment" means any ordinance, resolution, or regulation of a Taxing Authority that levies or otherwise relates to any Tax.

"Related Amounts" means collection costs, investment earnings, and other miscellaneous amounts related to or derived from collection or investment of Tax revenue by Tax Collector.

"Tax" means any tax collected by the Tax Collector, and also all fines, penalties, and interest paid by a Taxpayer related to any of such taxes.

"Tax Collector" means a TCC appointed tax collector in its capacity as tax collector under a Tax Collection Agreement with the TCC.

"Tax Record" is defined in LTEA, 53 P.S. § 6924.501, and for purposes of this policy includes tax returns and supporting schedules; correspondence with a Taxpayer, Taxpayer accountant, or other Taxpayer representative; and account books and other documents, obtained or created by the Tax Collector as part of administration or collection of Tax. The term includes Tax Receipt Information and Distribution Information required by LTEA, 53 P.S. §§ 6924.509(e) and 6924.513(a)(3), and includes paper records and electronic records. The term "electronic records" includes data and information inscribed on a tangible medium or stored in an electronic or other medium and which is retrievable in perceivable form.

"Taxing Authority" means any school district or municipality encompassed within the TCD.

"Taxpayer" means any individual, entity, or employer required to pay or remit Tax.

"TCC" means Centre County Tax Collection Committee.

"TCD" means Centre County Tax Collection District.

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3. **Tax Records to be Created or Maintained.** All Tax Collectors will maintain a computer Tax Record database, containing at least the following Tax Records:

a. Tax Receipt Information. Per LTEA, 53 P.S. § 6924.509(e) and the Enactments, for each type of Tax, a separate record showing: all Tax and Related Amounts received from or refunded to each Taxpayer, other tax collectors, and all other sources within or outside the TCD; dates of receipt; and any other Tax receipt information required by DCED. Per 32 P.S.§ 5007.1, for earned income tax, the amount of Tax received from each Taxpayer or other tax collector and attributable to the increased earned income tax rate, if any, levied by a municipality for open space lands.

b. Distribution Information. Per LTEA, 53 P.S. § 6924.513(a)(3) and the Enactments, for each type of Tax, a separate record showing: all Tax and Related Amounts distributed by Tax Collector, including all information required in employer quarterly, monthly, and annual returns filed under LTEA, 53 P.S. §§ 6924.512(4) and (5) and the Enactments; distribution dates; the Taxing Authority or tax collector to which Tax or Related Amounts are distributed; and any other distribution information required by DCED. Per 32 P.S.§ 5007.1, for earned income tax, the amount of Tax distributed to each Taxing Authority or tax collector and attributable to the increased earned income tax rate, if any, levied by a municipality for open space lands.

c. Reports to TCC. Copies of all monthly and annual reports to the TCC and Taxing Authorities under Section 4(i) of the Tax Collection Agreement between the TCC and the Tax Collector.

d. Enactments. Copies of all Enactments.

e. Tax List. For each type of Tax collected, a separate list of the tax rate and any applicable exemption in each geographic jurisdiction.

f. Delinquent Tax Collection Costs. A list showing delinquent tax collection costs authorized by the TCC to be assessed against Taxpayers pursuant to LTEA, 53 P.S. § 6924.707(a).

g. Tax Returns. Copies of tax returns and supporting schedules, and correspondence with a Taxpayer, Taxpayer accountant, or other Taxpayer representative, filed with or received by Tax Collector.

h. Other TCD Claims. Copies of claims filed by Tax Collector against tax collectors for other tax collection districts, claims filed by tax collectors for other tax collection districts against Tax Collector, and correspondence with tax collectors for other tax collection districts related to such claims.

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Exhibit E

i. Bank Account Statements. Copies of bank account statements relating to accounts in which Tax or Related Amounts are deposited.

j. State Lists. All lists of Taxpayers obtained from the Pennsylvania Department of Revenue.

k. Individual Taxpayer List. For each type of Tax collected, a separate alphabetical list of all individuals or entities that paid or were required to pay Tax in the prior calendar year, and all individuals or entities that are currently required to pay Tax.

l. Employer List. For each type of Tax, an alphabetical list of all employers that remitted or were required to withhold and remit Tax in the prior calendar year, and all employers that are currently required to withhold and remit Tax.

m. Multi-Site Employer List. For income tax, an alphabetical list of all employers that have filed a notice of intention to file combined returns and payments with the Tax Collector pursuant to LTEA, 53 P.S. § 6924.512(5).

n. Delinquent Payment Taxpayer List. For each type of Tax, a separate alphabetical list of all individuals or entities required to pay Tax that have failed to pay tax when due.

o. Delinquent Payment Employer List. For each type of Tax, a separate alphabetical list of all employers required to withhold and remit tax that have failed to withhold and remit tax when required.

p. Delinquent Individual Taxpayer Tax Return List. For each type of tax, a separate alphabetical listing of all Taxpayers required to pay Tax that have failed to file required returns.

q. Delinquent Tax Return Employer List. For each type of Tax, a separate alphabetical list of employers required to withhold and remit Tax that have failed to file required returns.

r. Enforcement Proceeding List. For each type of Tax, a separate alphabetical list of all individuals, entities, or employers currently subject to criminal or civil litigation, wage attachment, lien, payment plan, or other collection efforts, including notations as to the status of each such account.

s. Other Legal Requirements. All other records a tax collector is required to create or maintain pursuant to LTEA, 53 P.S. § 6924.101 *et seq.*; DCED rules, regulations, or guidelines; or other applicable law.

4. **Retention, Deletion, and Updating of Tax Records.** Tax Collector shall retain all Tax Records as electronic records for a period of at least 8 years after receipt or creation. Tax Records may be destroyed or deleted after this record retention period. Items 3(k) through 3(s) above shall be continually updated as necessary to reflect the addition or elimination of individuals, entities, or employers, or the resolution of delinquencies or enforcement proceedings.

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Exhibit E

5. **Database Requirements.**

a. Each different individual, entity, or employer listed in the database shall be assigned a single account number.

b. The database shall be searchable by name and taxpayer identification number.

6. **Tax Records Satisfactory to TCC.** Tax Collector shall at all times maintain the database and all Tax Records in form reasonably determined by the TCC to be satisfactory.

7. **Electronic Tax Records.** If not received or initially created as electronic records, Tax Collector shall electronically image all Tax Records as soon as possible after receipt or creation and will store all electronically imaged Tax Records in the database.

8. **Tax Record Backup.** At least weekly, Tax Collector shall backup the database of electronic Tax Records. Tax Collector shall store backups in an offsite fireproof location. Paper records may be destroyed after conversion to electronic records and backup in accordance with this Section.

9. **Tax Record Ownership.** Per LTEA, 53 P.S. § 6924.509(e), the database and all Tax Records are the property of the TCC and the Taxing Authority in which the Tax was collected. Tax Collector shall provide a copy of any Tax Record at any time on request by the Taxing Authority or TCC.

10. **Tax Record Copies.** If copies of any Tax Record or the database are requested by the TCC, Tax Collector will deliver the Tax Record or database as directed by the TCC in a format specified by the TCC. If a Taxing Authority requests copies of any Tax Record relating to Tax collected by Tax Collector on behalf of the Taxing Authority, Tax Collector will deliver the Tax Record as directed by the Taxing Authority in the format specified by the Taxing Authority. Any time the TCC or a Taxing Authority specifies a digital format for delivery under this Section: (a) Data must be provided electronically in ASCII tab delimited format (.txt) or comma-separated values (.csv). Each file must contain a field name header recorder. (b) A file format must be provided for each file which cross references each field name in the data file. (c) The file format must contain field names, field descriptions, field lengths and field type (Text, Decimal, Integer, or Date). (d) Table definitions must be provided for each table used in the data file.

11. **Tax Record Transfer.** When the term of Tax Collector's appointment ends, Tax Collector will promptly transfer all Tax Records to the new tax collector as directed by the TCC. Tax Collector may keep a copy of Tax Records for reference as needed for delinquent Tax matters Collector will continue to handle or in case of any dispute that continues or arises after the end of the term.

12. **Independent CPA Audit.** The database and all Tax Records shall be subject to review at any time by the TCC or Tax Collector independent auditors.

12-21-2016

ORDINANCE ____

REGIONAL RECORDS MANAGEMENT AND MOBILE COMPUTER (RM/MC) SYSTEM OWNERSHIP INTERGOVERNMENTAL AGREEMENT

AN ORDINANCE OF THE BOROUGH OF STATE COLLEGE, CENTRE COUNTY, PENNSYLVANIA, REPEALING ORDINANCE 2080 AND APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT TO PURCHASE, OPERATE, AND MAINTAIN A REGIONAL RECORDS MANAGEMENT AND MOBILE COMPUTER (RM/MC) SYSTEM.

WHEREAS, Centre County Government; the municipalities of State College Borough, Ferguson Township, and Patton Township, all of Centre County, Pennsylvania; and the Pennsylvania State University have agreed to purchase, operate, and maintain a Regional Records Management and Mobile Computer (RM/MC) System as provided in the Regional Records Management and Mobile Computer (RM/MC) System Ownership Agreement, a copy of which is attached as Exhibit A.

NOW THEREFORE BE IT ENACTED AND ORDAINED by the Council of the Borough of State College, Centre County, Pennsylvania, and it is hereby enacted and ordained by authority of the same that the Council approves the Agreement and hereby authorizes the Officers of the Borough to execute the Regional Records Management and Mobile Computer (RM/MC) System Ownership Agreement on behalf of the Borough.

ENACTED AND ORDAINED as an Ordinance this 9th day of January, 2017.

ATTEST:

BOROUGH OF STATE COLLEGE

_____
Sharon K. Ergler
Assistant Borough Secretary

_____
Thomas E. Daubert
President of Council

EXAMINED AND APPROVED as an Ordinance this _____ day of January, 2017.

_____
Elizabeth A. Goreham
Mayor

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Regional Records Management and Mobile Computer (RM/MC) System Ownership Agreement

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, by and between the BOROUGH OF STATE COLLEGE, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "BOROUGH"; THE PENNSYLVANIA STATE UNIVERSITY, a state-related institution and instrumentality of the Commonwealth of Pennsylvania, subject to the Pennsylvania nonprofit corporation laws, hereinafter called "UNIVERSITY"; the TOWNSHIP OF FERGUSON, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "FERGUSON"; the TOWNSHIP OF PATTON, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "PATTON"; and the CENTRE COUNTY GOVERNMENT, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "COUNTY."

A. BOROUGH, UNIVERSITY, FERGUSON, and PATTON are desirous of continuing their regional computerized records management and mobile computer ("RM/MC") system for the capture, storage and retrieval of law enforcement record information both from office personal computers and computers in police vehicles. COUNTY is desirous of continuing to maintain a computer-aided dispatch (CAD) system and message switch that supports the BOROUGH, UNIVERSITY, FERGUSON, and PATTON regional RM/MC system.

B. An agreement between BOROUGH, UNIVERSITY, FERGUSON, PATTON, and COUNTY for such purpose is not contrary to law.

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

1) BOROUGH, UNIVERSITY, FERGUSON, and PATTON shall purchase and jointly own a computerized police RM/MC system to provide regional capture, storage and access to law enforcement records and the BOROUGH shall serve as the project sponsor. COUNTY will maintain a CAD system, Message Switch, and any other hardware and software necessary to exchange CAD and other law enforcement information from the County 911 Center to all participating local law enforcement police vehicles. The County will be responsible for maintaining the CAD mapping, CLEAN/NCIC connection, updates for the County system, and connections to the RM/MC system. Should a participating law enforcement agency install a Mobile and Field Reporting application on a select office computer, the COUNTY will make the same information exchange available as long as the law enforcement agency creates and maintains the appropriate interface and network connectivity for its system. COUNTY will share with the UNIVERSITY access to the COUNTY CAD for use by UNIVERSITY at University's Communications Center.

2) Any assignment by BOROUGH, UNIVERSITY, FERGUSON, PATTON or COUNTY of this agreement or any right, responsibility, or interest under this agreement without the prior written consent of the other parties hereto shall be null and void and of no force or effect.

3) (a) A System Operations Board of Chiefs, hereinafter called "Board of Chiefs," will be established and consist of the Borough, University, Ferguson, and Patton Chiefs of Police, and the Director of the Centre County Emergency Communications Center. This Board of Chiefs will establish Standard Operating Procedures ("SOPs") related to CAD and RM/MC systems and make revisions to these SOPs as needed.

(b) In consultation with the appropriate BOROUGH and/or COUNTY Information Technology staff, the Board of Chiefs will also make decisions regarding

any additions, deletions, or other changes to any systems, provided funding is approved for such additions, deletions, or other changes to any systems. All Board of Chiefs decisions with respect to the System shall require an affirmative vote that is equal to or greater than one (1) less than the total number of parties to this Agreement. Each member of the Board of Chiefs shall have one vote. Any Board of Chiefs decisions to make changes to the System which would result in additional costs are subject to approval of funding by the parties to this Agreement.

4) (a) Any additions, deletions, or other changes to any systems that materially affect the performance of the RM/MC system, CAD system, or Message Switch may only be made upon affirmative vote by the Board of Chiefs. Any such addition shall be located in a secure facility.

(b) Notwithstanding the provisions of Paragraph 4(a), COUNTY and UNIVERSITY shall each have the right to make changes to each of their portions of the CAD, so long as those changes do not materially affect police operations and the performance of the RM/MC, CAD system or Message Switch. In circumstances where a party requests system additions that are for the sole benefit of such party, the costs associated with that specific addition shall be borne by the requesting party. Any such additions may be completed provided that such additions do not materially affect the performance or function of the system.

(c) The COUNTY/UNIVERSITY and the Board of Chiefs will communicate six (6) months in advance of any planned upgrades or enhancements to their respective systems. If any upgrades or enhancements to either system disrupts the established interface between these two systems, the reestablishment of the interface is the responsibility of the party that causes the disruption, and will be made a part of the upgrade/enhancement work and cost. Notwithstanding the foregoing, the terms and conditions of this Section 4(c) shall not apply to the newly selected RM/MC system pursuant to that certain Purchase and License Agreement between UNIVERSITY and

Spillman Technologies, Inc., dated as of November 28, 2016, as such agreement may be assigned, amended, or supplemented from time to time.

5) COUNTY shall be permitted to authorize other Centre County emergency service entities, including fire departments and ambulance services, to access the Message Switch as long as such additions do not materially affect the performance or function of the RM/MC system or CAD system. The COUNTY shall advise the Board of Chiefs orally and in writing of the addition of any new entities to the system at least thirty (30) days in advance of granting of system access to another emergency service entity.

6) (a) In the event that other law enforcement entities that are not parties to this Agreement wish to join the RM/MC system, such a decision shall require the approval of the Board of Chiefs as described in Section 2(b) to accept the new entity as a member of the system and a party to this Agreement.

(b) Any new entity permitted to join the system pursuant to Paragraph 6(a) shall incur a negotiated "entrance fee" and all parties shall execute an amendment to this Agreement admitting the new entity as a party to the Agreement. (c) If a new entity is admitted pursuant to Paragraphs 6(a) and 6(b), the cost sharing percentages set forth in Paragraph 12 hereof shall be amended and shall be set forth in the amendment to this Agreement that is entered into at the time the additional party is added. The entrance fee charged to any such new entity shall be an amount equivalent to the new entity's allocated percentage of costs (determined pursuant to Paragraph 14(a) of this Agreement) multiplied by the total cost of the RM/MC system.

7) The server(s) for the RM/MC system shall be located in a secure facility at BOROUGH only accessible to designated BOROUGH employees. The CAD system and Message Switch shall be located in a secure facility at the COUNTY accessible only to employees of the Centre County Emergency Communications Center. The COUNTY, in cooperation with the UNIVERSITY, may elect to place a redundant CAD server at the

UNIVERSITY in a secure location as a precautionary measure to avoid system service interruption.

8) In the performance of duties and responsibilities hereunder and in use of the RM/MC system, all parties shall comply with all applicable laws and regulations, including without limitation, the Pennsylvania's Criminal History Record Information Act, as well as applicable standards promulgated by the following networks: the Commonwealth Law Enforcement Assistance Network (CLEAN); the National Criminal Information Center (NCIC); the Criminal Justice Information Services (CJIS); and the Commonwealth of Pennsylvania Justice Network (JNET).

9) Any liability based upon or arising out of misuse of the system, incorrect input of information into the system, or improper release of information from the system shall be borne by the party whose misuse of the system, incorrect input of information or improper release of information caused the liability. Each party hereto shall indemnify and hold harmless the other parties and such parties' trustees, local governing bodies, elected officials, officers and employees, as applicable, from and against any and all claims, demands, action suits, expenses, costs (including reasonable attorney's fees and costs of lawsuits), damages or liability (including liability for false arrest or false imprisonment) based upon or arising out of its misuse of the system, its incorrect input of information into the system or its improper release of information from the system.

10) Upon a party becoming aware of any unlawful or unauthorized access to or disclosure of any Personal Information (as that term is defined by The Pennsylvania Breach of Personal Information Notification Act, 73 P.S. §§ 2301, et seq.) resulting in the loss, misuse, or compromise of confidential information or Personal Information (a "Security Incident"), the party shall: (i) promptly notify the other parties of the Security Incident in a timely manner, but in no event less than twenty-four (24) hours after the discovery of the Security Incident; (ii) promptly investigate the Security Incident, or assist the Borough with any investigations it deems necessary, and provide the other parties with detailed information about the Security Incident; (iii) to the extent that the

Security Incident was the result of a party's acts or omissions, such party shall promptly take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident and corrective action aimed at preventing the reoccurrence of a similar Security Incident in the future.

11) All parties to this Agreement shall, at their own expense, carry and maintain during the term of this Agreement, Cyber/Privacy Liability insurance with limits not less than $1,000,000, which provides coverage for: (1) Security and Privacy Liability, including defense and indemnity for liability and damages (including investigations, fines, and penalties) resulting from any failure to protect, misuse, misappropriation, unauthorized disclosure, or other breach of private and/or confidential information and personally identifiable information; and (2) Event Management, including but not limited to data breach notification, public relations, forensics, credit monitoring, and related costs. This Cyber/Privacy Liability insurance requirement can be satisfied by a stand-alone insurance policy or by an endorsement to other liability insurance policies.

12) The day-to-day operation and administration of the RM/MC system, e.g. scheduling of maintenance, shall be the responsibility of BOROUGH. BOROUGH will document service level agreement for system hosting in a hosting MOU, signed by all parties. The day-to-day operation and administration of the CAD system and message switch, e.g. scheduling of maintenance, shall be the responsibility of COUNTY, except for any UNIVERSITY owned components of the CAD.

13) All RM/MC and CAD operating procedures including without limitation, data access and system permissions concerning the use and operation of the system shall be adopted by majority vote of the Board of Chiefs with each party having one vote; provided, however, the COUNTY and UNIVERSITY reserve the sole right to make any and all changes to their respective portions of CAD that do not materially affect police operations or the RM/MC system.

14) (a) All costs associated with the purchase of the RM/MC system, as well as all hardware and software maintenance, and including any additions or other changes to the RM/MC system approved by the parties pursuant to Paragraph 3 and 4 of this Agreement shall be shared as follows:

BOROUGH = 25%
UNIVERSITY = 50%
FERGUSON = 12.5%
PATTON = 12.5%

(b) Each party shall contribute its required percentage of the cost to the BOROUGH within ninety (90) days of receipt by BOROUGH of the final invoices for such items.

15) The purchase of the CAD system and Message Switch as well as any additions or other changes to the CAD system and Message Switch approved by the parties shall be borne by the COUNTY, except for UNIVERSITY components of the CAD which shall be borne by the UNIVERSITY.

16) The execution of a maintenance agreement shall be the responsibility of BOROUGH which shall obtain UNIVERSITY, FERGUSON, and PATTON approval to the agreement's terms prior to entering into such an agreement, with the costs of such an agreement to be shared as specified above in Paragraph 14.

17) Costs of a continuing maintenance agreement for the CAD system and Message Switch shall be the sole responsibility of the COUNTY, except for UNIVERSITY components of the CAD. The execution of said maintenance agreement shall be the responsibility of COUNTY and, where applicable, the UNIVERSITY.

18) (a) Should any part of the system be damaged through the negligence of a party, the responsibility for and expense of restoring the system to proper operating condition shall be the responsibility of that party; should any part of the system be damaged through an act of God or other cause beyond the control of a party hereto and the damaged part of the system is for the benefit of all parties hereto, e.g. the servers, the responsibility for the expense of restoring the system to proper operating condition shall be shared by the parties in accordance with the percentages set forth in Paragraph 14. Should any part of the system be damaged through an act of God or other cause beyond the control of the parties hereto and the damaged part of the system is solely for the benefit of one party, e.g. personal computers or printers, the responsibility for and expense of restoring that part of the system to proper operating condition shall be the responsibility of that party.

(b) Insurance coverage shall be provided by the parties with respect to the items of equipment and insurable interests owned, possessed, and/or controlled by that party or those parties as follows:

i. Insurance coverage shall be provided by the County and the University for loss or damage to CAD/Message Switch components or other equipment owned, possessed or controlled by either or both.

ii. Insurance coverage shall be provided by the Borough, University, Ferguson, and Patton for loss or damage to RM/MC property or other property used to access the system in their respective care, custody, or control.

19) (a) BOROUGH shall invoice UNIVERSITY, FERGUSON, and PATTON on an annual basis for all costs or expenses that parties have agreed to share under this agreement.

(b) In addition to the initial procurement and an ongoing maintenance agreement, other costs for the system include air time for police vehicle modems, connection to cellular service, and an administrative fee to the BOROUGH in the amount of $120.00 per year/ per mobile computer. The administrative fee will cover the administration of

vendor contracts and contacts, financial management services, and server support and maintenance. The fee will not cover support for individual workstations, modems or connections.

(c) Any change to the BOROUGH administrative fee requires affirmative votes equal to or greater than one (1) less than the total number of the parties to this agreement (i.e. four out of 5 participating parties voting in the affirmative).

20) a) Each party is responsible for such party's portion of costs or expenses that parties have agreed to share under this Agreement for at least six (6) years from date of this agreement, or the date on which the users migrate from the existing system to the newly selected system, whichever occurs later. Parties will begin planning for future potential system replacement one year prior to the end of the software contract.

(b) After six (6) years from the date of this agreement, or the date on which the users migrate from the existing system to the newly selected system, whichever occurs later, any party hereto may terminate this agreement by giving at least 18 months written notice of such termination to the other parties.

(c) Written notice of intent to terminate a party's participation in this Agreement may be given prior to the expiration of six (6) years; however, the terminating party shall remain responsible for its portion of the costs of the system as provided in this Agreement until the end of the initial six (6) year period described in Paragraph 20(a), above.

(d) If the terminating party is the BOROUGH, the BOROUGH shall not thereafter be responsible for having the servers located in secure facilities at the BOROUGH and the remaining parties shall arrange for removal of such equipment to a location determined by the remaining parties.

21) All notices to be given hereunder shall be sent to all parties to this Agreement by certified mail, return receipt requested, addressed as follows:

(a) to BOROUGH:
Borough Manager, Borough of State College
243 South Allen Street
State College, PA 16801

(b) to UNIVERSITY:
Senior Vice President for Finance and Business/ Treasurer
The Pennsylvania State University
208 Old Main
University Park, PA 16802

(c) to FERGUSON:
Township Manager, Township of Ferguson
3147 Research Drive
State College, PA 16801

(d) to PATTON:
Township Manager, Township of Patton
100 Patton Plaza
State College, PA 16803

(e) to COUNTY
Board of Commissioners, Centre County Government
420 Holmes Street
Bellefonte, PA 16823

In WITNESS WHEREOF, the parties hereto have executed this agreement, with the intent to be legally bound, effective once all parties have executed this agreement.

ATTEST: BOROUGH OF STATE COLLEGE

_____ By: _____
President of Council

ATTEST: THE PENNSYLVANIA STATE UNIVERSITY

_____ By: _____
Senior Vice President for Finance and Business
Treasurer

ATTEST: TOWNSHIP OF FERGUSON

_____ By: _____
Chair, Board of Supervisors

ATTEST: TOWNSHIP OF PATTON

_____ By: _____
Chair, Board of Supervisors

ATTEST: COUNTY OF CENTRE

_____ By: _____
Chair, Board of Commissioners

Approved by the parties as follows:

	Date	Ordinance #
Borough of State College	_____	_____
Township of Ferguson	_____	_____
Township of Patton	_____	_____
County of Centre	_____	_____

The Pennsylvania State University Certification date: _____

State College Borough Council
Policy Briefing Summary

Consider Enactment of the Proposed Inclusionary Housing Zoning Text Amendment to Modify the Bedroom Waiver Provision.

Date Prepared: December 28, 2016
Prepared By: Planning Staff
Proposed Meeting Date: January 9, 2017
Deadline for Action: To Be Determined

I. Request/Issue Needing Council Action

Council is asked at this meeting to enact the proposed Inclusionary Housing (IH) Text Amendment.

This proposed text amendment changes the bedroom mix waiver option for the affordable units to a conditional use permit process to be reviewed and approved by Council. The amendment would also require an applicant to submit documentation that the proposed IH bedroom mix would retain an equivalent number of bedrooms as the market rate units. The waiver for the mirroring requirement for the inclusionary units could be modified if justified by a housing analysis that supports the adjusted bedroom mix.

II. Current Policy and/ or Practice All land development plans which generate six or more units are required to provide 10 percent of the residential units to be affordable.

The current rule allows for mirroring of the affordable units in terms of bedroom count with the market rate units. A waiver can be granted to not mirror the units and provide units that meet the demands of those in the affordable housing demand. There have been two requests for waivers under this ordinance. One resulted in Atherton Place at 1311 South Atherton Street building. The second is the RISE located at 532 East College Avenue.

III. Other Background Information

Borough Council reviewed the public hearing comments from the Council's December 5, 2016 meeting a public hearing on the proposed IH Text Amendment during the December 12, 2016 meeting.

Two individuals provided comments during the hearing to Council and they are drafted below.

Susan Venegoni, 323 West Fairmount Avenue, submitted comments in a letter to Borough Council.

The new developments under construction are the first buildings to include the IH on-site. We haven't even tried to make it work under the ordinance yet and we are already willing to modify it to suit the desires of the developers.

Did you read this recent article? http://www.centredaily.com/news/local/community/state-college/article117631238.html

Why would we reduce the number of affordable housing opportunities when there are recent grads who want to live here? I am a long-time affordable housing advocate, but we need to look to the future, not to the past.

If there is a market for 4- or 5-BR market rate units, then there will be a market for 4- or 5-BR affordable units. We just came through the whole grad student discussion with the Planning Commission and our IH ordinance is an excellent opportunity for like-minded individuals to live together and work together as discussed in the article I shared. There are also large families who may be interested in one of these units, or perhaps a group of employees who work downtown and would rather walk to work than commute.

And if I am wrong and the units are not leased, the developer does get to lease them at market rate later, but still pays into the Inclusionary Fund as they would have if they were not built.

I ask that we try it before we modify the ordinance. This could be a great thing for young entrepreneurs and others who want to be downtown but are priced out of the market.

Planning Staff Response:

The ordinance was drafted in 2011 without the benefit of the information we have now. The amendment does not reduce the number of affordable units that can be generated for qualified affordable households. Instead it will more than likely increase the number of affordable units.

Based on the income level qualifications for the larger units we do not believe more than three to four employed adults can live in a single unit and not exceed the income requirement for the affordable units. Therefore, this is a discussion that should be had as part of a more comprehensive review the ordinance.

David Stone, 539 East Foster Avenue, provided comments during the hearing.

Mr. Stone indicated he felt the text amendment excluded seniors, graduate students and qualified undergraduates from the living in the affordable units.

The draft ordinance is better than an improper waiver being issued. Mr. Stone believes a waiver was improperly issued to the RISE project. He also believes the waiver does not meet the affordable housing demand. Resulting in less units and smaller units exclude possible tenants that were mentioned earlier.

The conditional use process is a public process and not a staff function that allows for public input in the waiver process in front of Council.

If Council is not comfortable with the waiver in any form, it could be removed from the Zoning Ordinance.

Planning Staff Response:

The text amendment does not exclude the individuals mentioned from the affordable units. Eligible occupants must meet income requirements. Below is an excerpt from the ordinance who is eligible to occupancy an affordable unit.

(9) Limitations.

(a) Priority given to residents of Centre County for a minimum of 1 year or employed by a business located in Centre County. Must be a United States citizen or have permanent resident alien status.

(b) Must use unit as principal place of residence.

(c) Except for student status, household income, asset limitations and the primary residency requirement as set forth herein, occupancy of any inclusionary unit shall not be limited by any conditions that are not otherwise applicable to all units within the covered project.

(d) A full-time student is defined as an individual enrolled in a post secondary program, college or university that is registered as an undergraduate according to the enrollment requirements where the student is enrolled.

(e) Students are eligible when they can provide proof they are:

(i) Graduate students.

(ii) Undergraduate students who are enrolled at least half-time, are not part of a household outside of the Inclusionary Housing Program (i.e., not a dependent of another individual) and who meet at least one of the following criteria:

1) Married.

2) Domestic partners, as defined herein.

3) Single parents who have at least 50% custody.

4) Veterans with a service-related disability as determined by the Veterans Administration.

5) Individuals who are receiving assistance under Title IV of the Social Security Act (i.e., TANF).

6) Individuals who are enrolled in a job training program receiving assistance under the Workforce Investment Act or under other similar Federal, State or local laws.

The focus of the amendment is to require additional information to be presented to Borough Council as part of a conditional use permit. The additional information is a market study to illustrate demand of units with certain bedroom counts. There is no exclusion of eligible occupants.

The information that is used in the study is obtained by a housing professional who use data that is relied upon by HUD and other housing entities. Sources of data include Pennsylvania Housing Finance Agency and American Community Survey. Therefore, the applicant must follow the industry standard.

IV. Financial Impact on Budget

There is no direct financial impact on the budget due to this amendment.

V. Board, Commission or Agency Review

No reviews have occurred since the hearing was held.

VI. Staff Recommendation and Reason

Staff recommends Borough Council enact the ordinance. This ordinance was drafted to address concerns expressed with the current language and the public's interest to have Council review the bedroom waiver mix.

Ordinance _____

AMENDING THE STATE COLLEGE BOROUGH ZONING ORDINANCE (CHAPTER XIX PART D OF THE CODIFICATION OF ORDINANCES) BY AMENDING THE INCLUSIONARY HOUSING PROVISIONS TO ALLOW FOR A CONDITIONAL USE PERMIT TO MODIFY REQUIRED BEDROOM MIX.

Be it ENACTED AND ORDAINED by the Borough Council of the Borough of State College, and it is hereby Enacted and Ordained by authority of same, as follows:

Section 1. Amend the Codification of Ordinances, Chapter XIX, Part D, Section 1952. Requirements for Inclusionary Units.a.(6), which currently reads as follows:

> (6) Bedroom Mix. In order to assure an adequate distribution of inclusionary units by household size, the bedroom mix of inclusionary units in any project shall be in the same ratio as the bedroom mix of the market-rate units of the project, unless waived by the Borough.

to be amended to read as follows:

> (6) Bedroom Mix – In order to ensure an adequate distribution of inclusionary units by household size, the bedroom mix of inclusionary units in any project shall be in the same ratio as the bedroom mix of the market-rate units of the project. The applicant may pursue altering this provision through a conditional use process as outlined below:
>
> (a) Bedroom Mix Modification by Conditional Use – For a multi-family or mixed-use building project to be eligible for this conditional use the following conditions must be met:
>
> 1. The project includes multi-family housing of six more units.
>
> 2. The bedroom mix of the inclusionary units may be different than that of the market-rate units. However, equivalency in the total number of bedrooms required as a result of the 10 percent calculation for inclusionary units must be maintained. A calculation must be performed to identify how many total market-rate bedrooms would be included in the development. 10 percent of the total number of bedrooms must still be inclusionary; however, the bedroom mix by unit type may be modified as part of the conditional use. In order to meet this standard, the number of affordable units may necessarily need to be increased.
>
> 3. A preliminary land development plan is submitted.
>
> 4. A market analysis is submitted indicating that the demand for affordable housing in the Borough of State College, and greater Centre County region, is such that maintaining the same bedroom mix of affordable units as the market-rate units will not sufficiently meet demand for affordable housing. This analysis will, at a minimum, utilize housing cost burden information. The proposed bedroom mix by unit type must meet or exceed the recommendations contained in the submitted market analysis.
>
> 5. The inclusionary housing unit(s) will be leased by the unit.

6. Alteration of the bedroom mix for the inclusionary units will not result in additional bonus units for a project.

7. Conditional use application for this section may be submitted at the same time as the Signature Development Project Conditional Use (Section 1809) or Collegiate Overlay Projects as a Conditional Use (Section 1813) and shall follow the requirements for hearing set forth within the State College Borough Zoning Ordinance.

ENACTED AND ORDAINED this _____ day of _____, 2017.

ATTEST: BOROUGH of STATE COLLEGE

_____ By: _____

Sharon K. Ergler
Assistant Borough Secretary

Thomas E. Daubert
President of Council

EXAMINED AND APPROVED as an Ordinance this _____ day of _____, 2017.

_____
Elizabeth A. Goreham Mayor

BOROUGH OF STATE COLLEGE

Conflict of Interest Policy and Code of Conduct
With Regards to HUD Programs

SECTION 1

CONFLICTS OF INTEREST

COVERED INDIVIDUALS:

Any employee, agent, officer, elected official, appointed official or consultant of the Borough of State College (Participating Jurisdiction) or; any member of an employee's, agent's, officer's, elected official's or appointed official's immediate family; an employee's, agent's, officer's, elected official's or appointed official's partner; or an organization that employs or is about to employ any of the above.

CONFLICTS PROHIBITED:

No person(s) described in Paragraph 1 of section 1 who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME Investment Partnerships Program (HOME) or Community Development Block Grant (CDBG) or other U.S. Department of Housing and Urban Development (HUD) funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME,- CDBG, or other HUD-assisted activity, or has a financial interest in any contract, subcontract, or agreement with respect HOME,- CDBG, or other HUD-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person. Occupancy of a HOME-assisted unit by a covered person constitutes a financial interest.

EXCEPTIONS:

Threshold Requirements - Upon the written request of the participating jurisdiction, the U.S. Housing and Urban Development (HUD) or its successor, may grant an exception to the provisions of the CONFLICTS PROHIBITED of section 1 on a case-by-case basis when it determines that the exception will serve to further the purpose of the HOME, CDBG or other HUD program and the effective and efficient administration of the Borough's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure* of the conflict and a description of how the public disclosure was made; and
b. An opinion from the Borough's attorney that the interest for which the exception is sought would not violate state or local laws.

*The requirements for public disclosure include publication in a local newspaper or disclosure during an advertised public hearing.

Factors to be considered for Exceptions - In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraphs a. and b. above, HUD, or its successors, will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

b. Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiary of the assisted activity, and the exception will permit such person(s) to receive generally the same interests or benefits as are being made available or provided to the group or class;
c. Whether the affected person(s) has withdrawn from his/her functions or responsibilities or the decision-making process with respect to the specific assisted activity in question;
d. Whether the interest or benefit was present before the affected person was in a position as described in the COVERED PERSONS Paragraph of this section
e. Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
f. Any other relevant considerations.

OWNERS AND DEVELOPERS:

No owner, developer or sponsor of a project assisted with HOME, CDBG or other HUD funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME, CDBG or other HUD-assisted affordable housing unit in a project during the required period of affordability specified in §92.252(e) or §92.254(a)(4). This provision does not apply to an individual who receives HOME, CDBG or other HUD funds to acquire or rehabilitate his or her principal residence or to an employee or agent to the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

EXCEPTIONS:

Upon written request of a housing owner or developer, the Borough may grant an exception to the provisions of the above paragraph of this section on a case by case basis when it determines that the exception will serve to further the purposes of the HOME, CDBG or other HUD program and the effective and efficient administration of the owner's or developer's HOME, CDBG or another HUD-assisted project. In determining whether to grant a requested exception, the Borough shall consider the following factors:

a. Whether the person receiving the benefit is a member of a group or class of low- income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interest or benefits as are being made available or provided to the group or class:
b. Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted housing in question:
c. Whether the tenant protection requirements of Sec. 92.253 are being observed;
d. Whether the affirmative marketing requirements of Sec. 92.351 are being observed and followed; and
e. Any other factor relevant to the Borough's determination, including the timing of the requested exception.

<u>SECTION 2</u>

COVERED INDIVIDUALS:

Any employee, officer, or agent of the Borough of State College (Participating Jurisdiction).

PROCUREMENT

The CDBG, HOME and other HUD Programs follow the procurement policy of the Borough of State College located in the Borough of State College Code of Ordinances, Chapter 1, Part N. If any provisions of CFR 24 85.36, 24 CFR 570.611,24 CFR 92.356 are not included or conflict with the Borough's Procurement Policy, the provisions of CFR 24 85.36, 24 CFR 570.611, and 24 CFR 92.356 shall supersede the Borough's Procurement Policy.

No Covered Individuals in section 2 may participate in the selection, award or administration of a contract supported by HOME, CDBG or other HUD Program if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for award:

-employee, agents, or officer of the Borough of State College;
-any member of an employee's, agent's or officer's immediate family;
-an employee's, agent's or officer's partner; or
-an organization that employs or is about to employ any of the above

No employee, officer, or agent of the Borough or sub recipient may solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub agreements.

CODE OF CONDUCT:

Persons covered in section 2, paragraph 1, are expressly forbidden from soliciting or accepting money, gifts, gratuities, services, favors, or anything of monetary value (excepting unsolicited calendars, pens, or other items of nominal value used as an advertising medium) from any person, company, firm, or corporation to which any purchase order or contract is or might be awarded or from a party to any potential subcontract.

The Borough shall also take disciplinary action in accordance with the Borough Personnel Rules and Regulations against any covered persons in section 2 paragraph 1 who violate this conflict of interest policy.

Employees will receive a copy of the conflict of interest policy on an annual basis as a mailer included in a paycheck. Elected and appointed officials will receive a copy of the policy at a regular meeting of their respective council, authority, board or commission. Distribution of the policy will be noted in the minutes of the meeting. Members who are absent will receive a copy by mail. Consultants and agents will be provided a copy of the policy as part of their contracts.

SUB-RECIPIENTS:

Applicable Conflict of Interest and Procurement Policies for the Borough's sub recipients are covered under CFR 24 84.42, 24 CFR 570.611 and CFR 24 92.356. Each sub recipient has developed its own Conflict of Interest Policy and Procurement Policy in accordance with the applicable regulations.

Authorized Official: Ed LeClear, Director of Planning and Community Development 243 S. Allen Street, State College, PA 16801 814-234-7109

Adopted by the State College Borough Council on April 18, 2005. Revised by staff on April 30, 2015.

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