

REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG

10 N. Second Street, Suite 405, Harrisburg, PA 17101

717.255.3000

www.Redevolophbg.org

REGULAR MEETING – July 21, 2026 – 12:30 P.M.

AGENDA

- I. Call to Order
- II. Minutes of the Regular Meeting of May 26, 2026.
- III. Treasurer's Report – April 2026 for approval: May & June 2026 for review.
- IV. Communications
- V. Public Comment Regarding Matters of Concern of Authority Business or Agenda Items.
- VI. Old Business
- VII. New Business

RESOLUTION NO. 18-2026 – authorizing the release of Audited Financial Statements for the year ending December 31, 2024.

RESOLUTION NO. 19-2026 – Authorizing the Authority to extend the Potential Developer status to **June 30, 2027**, for RB Development LLC's project of affordable housing located at 1175 Baily Street.

RESOLUTION NO. 20-2026 – Designating Saliyma Chapman as the Vice Chairman for the Board of Directors of the Authority for July to December 2026.

RESOLUTION NO. 21-2026 – Authorizing the Authority to replace TLC Work-Based Training Program, Inc. with their single-purpose entity TLC Capstone GP, LLC, as *Designated Developer* of thirty-two (32) parcels located in the Central Allison Hill neighborhood for its project of new affordable housing.

RESOLUTION NO. 22-2026 – Authorizing the Authority to replace Wildheart Ministries with their single-purpose entity The Gateway 2025 LLC, as *Designated Developer* of five (5) lots located at 1260 to 1270 Market Street of its project of new construction of mixed-use commercial and residential housing.

RESOLUTION NO. 23-2026 – Approving the Executive Director to execute a cooperation agreement with the City of Harrisburg for approximately \$218,000, a grant award from a Commonwealth of Pennsylvania Department of Conservation and Natural Resources (DCNR) Community Conservation Partnership Program Recreation, Park and Conservation Fund to be used toward the construction of the new Swatara Street Park.

RESOLUTION NO. 24-2026 – Authorizing the Executive Director to execute a grant agreement with the HARRISBURG GREEN ALLIANCE for approximately \$164,000, to be used for the soliciting of competitive bids for the construction of the New Swatara Street Park located on (8) parcels within the 1400 block of Swatara Street.

- VIII. Other Business
- IX. Adjournment

Means To Attend

*** In Person Meeting Location:** Rev. Dr. Martin L. King Jr. Government Center, 10 N. Second Street, 4th Floor,
Suite 405 Conference Room, Harrisburg, PA 17101

*** Board of Directors to Join via Microsoft TEAMS:**

<https://teams.microsoft.com/meet/278569543265904?p=rkDcZVa3UaTkPxjsKE>

Meeting ID: **298 569 543 265 904**

Passcode: **um3xa97u**

If you have trouble joining the virtual meeting, call 717-255-3150 for assistance.

RESOLUTION NO. 18-2026
Harrisburg Redevelopment Authority

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Authority of the City of Harrisburg hereby accepts and authorizes the release of its Audited Financial Statements for the year ended December 31, 2024.

Date

Secretary

RESOLUTION NO. 19-2026

Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg (“Authority”), in **Resolution 20-2020**, has recognized **RB Development LLC** as the Potential Developer of 1175 Bailey Street, PID 09-07-019 (the “Property”) for new construction of affordable housing; and

WHEREAS, the Authority extended its Potential Developer status in **Resolution 24-2021**, **Resolution 38-2021**, **Resolution 12-2022**, **Resolution 28-2022**, and **Resolution 20-2023**, **Resolution 34-2023**, **Resolution 11-2024**, **Resolution 28-2024**, and **Resolution 19-2025**; and

WHEREAS, the Authority wishes to extend **RB Development LLC’s** status as a Potential Developer so that it may continue with its planning and negotiations for an additional twelve (12) months.

NOW THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg, hereby extends the Potential Developer status as stated in Resolution No. 20-2020, item 1, to **June 30, 2027**. All other terms and conditions of **Resolution No. 20-2020** not in conflict herewith shall remain in full force and effect.

Date

Secretary

RESOLUTION 20-2026

Harrisburg Redevelopment Authority

RESOLVED by the Redevelopment Authority of the City of Harrisburg that Saliyma Chapman is hereby designated as Vice Chairman for the Board of Directors of the Authority for July to December 2026.

Date

Secretary

RESOLUTION NO. 21-2026
Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority") in **Resolution 2-2025** has recognized **TLC Work-Based Training Programs, Inc.** as **Designated Developer** for the purchase of twenty-five (25) parcels in the Uptown neighborhood in Phase I of its proposal, as amended in **Resolution 30-2025** adding seven (7) parcels, for a total of thirty-two (32) parcels (all in the City of Harrisburg and collectively, the "Property"); and

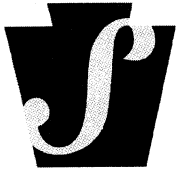
WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority") owns the Property; and

WHEREAS, **TLC Work-Based Training Programs, Inc.** has formed **TLC Capstone GP, LLC**, a single-purpose ownership entity for this project, and requests **TLC Capstone GP, LLC**, with its principal office located at 1821 Fulton Street, Harrisburg, PA 17102-1522, be the **Designated Developer**.

NOW, THEREFORE, BE IT RESOLVED that **TLC Capstone GP, LLC** is hereby designated as Developer of the Property and the proper Officers of the Board of Directors of the Authority are hereby authorized to execute a standard Special Warranty Deed, Redevelopment Agreement, Quit Claim Deed, and all necessary documents for the conveyance of the Property to Developer. All other terms and conditions of **Resolution 2-2025**, as amended, shall remain in full force and effect.

Date

Secretary



COMMONWEALTH OF PENNSYLVANIA
Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722
Harrisburg, Pennsylvania 17105-8722
CERTIFICATE OF LIMITED PARTNERSHIP
Fee: \$125

Pennsylvania Department of State

-FILED-

File #: 0015271506
Date Filed: 3/10/2026

B1021-7797 03/10/2026 12:00 PM Received by Pennsylvania Department of State

DSCB:15-8621 (rev. 2/2017)

In compliance with the requirements of 15 Pa.C.S. § 8621 (relating to certificate of limited partnership), the undersigned, desiring to form a limited partnership, hereby certifies that:

Limited partnership name **TLC Capstone Limited Partnership**

Effective Date

The filing shall be effective when filed with the Department of State

Registered Office

The address of this association's proposed registered office in this Commonwealth is
1821 FULTON ST
HARRISBURG, PA 17102-1522
DAUPHIN

General Partners

Name of General Partner(s)	Address
TLC Capstone GP, LLC	1821 FULTON ST HARRISBURG, PA 17102-1522

Additional provisions, if any

☐ I qualify for a veteran/reservist-owned small business fee exemption (see help)

Electronic Signature

IN TESTIMONY WHEREOF, the general partners has/have signed this certificate of limited partnership.

Tarik Casteel

TLC Capstone GP, LLC

03/10/2026

Date

EXHIBIT A

	<u>Address</u>	<u>Parcel ID</u>	<u>Phase</u>	<u>Price</u>
1	2301 N. 6th	10-017-080	Phase 1	\$ 3,000
2	2303 N. 6th	10-017-079	Phase 1	\$ 3,000
3	2305 N. 6th	10-017-078	Phase 1	\$ 3,000
4	2307 N. 6th	10-017-077	Phase 1	\$ 3,000
5	2309 N. 6th	10-017-076	Phase 1	\$ 3,000
6	2311 N. 6th	10-017-075	Phase 1	\$ 3,000
7	2313 N. 6th	10-017-074	Phase 1	\$ 3,000
8	2315 N. 6th	10-017-073	Phase 1	\$ 3,000
9	2317 N. 6th	10-017-072	Phase 1	\$ 3,000
10	2319 N. 6th	10-017-071	Phase 1	\$ 3,000
11	2321 N. 6th	10-017-070	Phase 1	\$ 3,000
12	2323 N. 6th	10-017-069	Phase 1	\$ 3,000
13	2325 N. 6th	10-017-068	Phase 1	\$ 3,000
14	2327 N. 6th	10-017-067	Phase 1	\$ 3,000
15	2329 N. 6th	10-017-066	Phase 1	\$ 3,000
16	2306 N. 6th	10-024-021	Phase 1	\$ 1,000
17	2304 N. 6th	10-024-022	Phase 1	\$ 1,000
18	2302 N. 6th	10-024-023	Phase 1	\$ 1,000
19	2292 N. 6th	10-025-004	Phase 1	\$ 1,000
20	2290 N. 6th	10-025-005	Phase 1	\$ 1,000
21	2284 N. 6th	10-025-008	Phase 1	\$ 1,000
22	2240 N. 6th	10-025-009	Phase 1	\$ 1,000
23	595 Emerald	10-025-030	Phase 1	\$ 1,000
24	597 Emerald	10-025-029	Phase 1	\$ 1,000
25	599 Emerald	10-025-028	Phase 1	\$ 1,000
TOTAL				\$ 55,000

RESOLUTION NO. 22-2026
Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg (“Authority”) in **Resolution 13-2026** has recognized **Wildheart Ministries** as **Designated Developer** for the purchase of 1260 Market (PID 09-013-053), 1262 Market (PID 09-013-054), 1264 Market (PID 09-013-055) 1266 Market (PID 09-013-056), and 1270 Market (PID 09-013-057) (all in the City of Harrisburg and collectively, the “Property”); and

WHEREAS, the Redevelopment Authority of the City of Harrisburg (“Authority”) owns the Property; and

WHEREAS, **Wildheart Ministries** has formed **The Gateway 2025 LLC**, a single-purpose ownership entity for this project, and requests **The Gateway 2025 LLC**, with its principal office located at 333 S. 13th Street, Harrisburg, PA 17104-1778, be the **Designated Developer**.

NOW, THEREFORE, BE IT RESOLVED that **The Gateway 2025 LLC** is hereby designated as Developer of the Property and the proper Officers of the Board of Directors of the Authority are hereby authorized to execute a standard Special Warranty Deed, Redevelopment Agreement, Quit Claim Deed, and all necessary documents for the conveyance of the Property to Developer. All other terms and conditions of **Resolution 13-2026**, as amended, shall remain in full force and effect.

Date

Secretary

EXHIBIT A

	<u>Address</u>	<u>Parcel ID</u>	<u>Phase</u>	<u>Price</u>
1	2301 N. 6th	10-017-080	Phase 1	\$ 3,000
2	2303 N. 6th	10-017-079	Phase 1	\$ 3,000
3	2305 N. 6th	10-017-078	Phase 1	\$ 3,000
4	2307 N. 6th	10-017-077	Phase 1	\$ 3,000
5	2309 N. 6th	10-017-076	Phase 1	\$ 3,000
6	2311 N. 6th	10-017-075	Phase 1	\$ 3,000
7	2313 N. 6th	10-017-074	Phase 1	\$ 3,000
8	2315 N. 6th	10-017-073	Phase 1	\$ 3,000
9	2317 N. 6th	10-017-072	Phase 1	\$ 3,000
10	2319 N. 6th	10-017-071	Phase 1	\$ 3,000
11	2321 N. 6th	10-017-070	Phase 1	\$ 3,000
12	2323 N. 6th	10-017-069	Phase 1	\$ 3,000
13	2325 N. 6th	10-017-068	Phase 1	\$ 3,000
14	2327 N. 6th	10-017-067	Phase 1	\$ 3,000
15	2329 N. 6th	10-017-066	Phase 1	\$ 3,000
16	2306 N. 6th	10-024-021	Phase 1	\$ 1,000
17	2304 N. 6th	10-024-022	Phase 1	\$ 1,000
18	2302 N. 6th	10-024-023	Phase 1	\$ 1,000
19	2292 N. 6th	10-025-004	Phase 1	\$ 1,000
20	2290 N. 6th	10-025-005	Phase 1	\$ 1,000
21	2284 N. 6th	10-025-008	Phase 1	\$ 1,000
22	2240 N. 6th	10-025-009	Phase 1	\$ 1,000
23	595 Emerald	10-025-030	Phase 1	\$ 1,000
24	597 Emerald	10-025-029	Phase 1	\$ 1,000
25	599 Emerald	10-025-028	Phase 1	\$ 1,000
TOTAL				\$ 55,000

HARRISBURG REDEVELOPMENT AUTHORITY

RESOLUTION NO. 23-2026

WHEREAS, the City of Harrisburg (CITY) and Harrisburg Redevelopment Authority (Authority) have partnered to construct a new natural green-scape on a ¼ acre city block consisting of eight contiguous vacant lots comprised of 11,500 square feet at 1419-1433 Swatara Street in South Allison Hill (Swatara Street Park); and

WHEREAS, the Authority and the Harrisburg Land Bank, a component unit of the Authority, own the 1419-1433 Swatara Street; and

WHEREAS, the CITY in coordination with the Authority, applied for and received Commonwealth of Pennsylvania Department of Conservation and Natural Resources (DCNR) Community Conservation Partnership Program Keystone Recreation, Park and Conservation Fund grant award, in the total amount of \$218,000; and

WHEREAS, the CITY and the Authority agree that it is proper, appropriate, convenient and necessary for HRA to provide the management and operation of the Grant administration to successfully construct the Swatara Street Park.

NOW THEREFORE BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg that the Executive Director is hereby authorized to execute a cooperation agreement with the City of Harrisburg for approximately \$218,000, in substantially the same form and substance as Exhibit "A" attached hereto.

Date

Secretary

**COOPERATION AGREEMENT
BETWEEN
CITY OF HARRISBURG
AND
THE HARRISBURG REDEVELOPMENT AUTHORITY**

This AGREEMENT dated _____, 2026 ("Agreement"), is made by and between the City of Harrisburg (the "CITY"), a municipal corporation, and the Harrisburg Redevelopment Authority, ("HRA"), a redevelopment authority organized and existing under the Urban Redevelopment Law (the "Redevelopment Law"), with offices at 10 North Second Street, Harrisburg, Pennsylvania (hereinafter each a "Party" and collectively the "Parties").

WHEREAS, City is the recipient of Commonwealth of Pennsylvania Department of Conservation and Natural Resources (DCNR) Community Conservation Partnership Program Keystone Recreation, Park and Conservation Fund grant award, in the total amount of \$218,000 (the "Grant"), to fund the development of a natural green-scape on a ¼ acre city block consisting of eight contiguous vacant lots comprised of 11,500 square feet at 1419-1433 Swatara Street in South Allison Hill ("Swatara Park Project" or "Project"); and

WHEREAS, both parties to this Agreement agree that it is proper, appropriate, convenient and necessary for HRA to provide the management and operation of the Grant administration to successfully complete the project; and

WHEREAS, it is appropriate to clarify the roles and responsibilities of all parties to this Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT CITY AND HRA AGREE AS FOLLOWS:

1. HRA shall administrate, operate and manage all grant expenditures and activities in full compliance with all applicable Federal, state and local laws and regulations and as set forth in the Grant Agreement between the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, and CITY, the provisions of which are incorporated herein by reference. A copy of the Grant Agreement is attached hereto and incorporated herein as Exhibit A.
2. HRA shall provide or perform all planning, administration, legal, accounting, engineering, purchasing of materials, consulting and monitoring services as may be required and as may be necessary and incidental to the fulfillment of the Swatara Park Project.
3. City shall provide personnel to review all HRA documentation, shall keep copies on file in its office and shall remain the recipient of record for funds and official program correspondence from DCNR.
4. City hereby formally delegates to HRA the responsibility to administer the DCNR project grant with the exception of Item 3 above.
5. The City shall transfer the Grant funds advanced by DCNR to HRA for payment of costs incurred through the execution of contracts related to construction and/or materials in furtherance of the Swatara Park Project. City shall have no obligation to transfer any other municipal funds which have not been advanced by DCNR.
6. With the exception of the subject grant award CITY shall not be responsible for any advances, overages, or any expenditure whatsoever of CITY funds. Funds shall only derive from those specifically included in the DCNR grant.

7. HRA shall provide or perform all administration services of the grant award as may be necessary and incidental to all the fulfillment of all grant obligations related to the Swatara Park Project.
8. HRA certifies that its financial management system is in accordance with professional standards and shall maintain the following project information in a file at the office of HRA; copies of all contracts awarded; copies of relevant correspondence and other information (including canceled checks, invoices, receipts or other similar documentation) regarding the administration and operation of the DCNR grant. HRA shall also coordinate with CITY any application changes, details related to scope of work or project plan and quarterly progress reports as requested by DCNR; and shall abide by records retention and audit requirements of the DCNR grant.
9. HRA shall comply with all of the applicable provisions of the Grant Agreement between DCNR and the CITY. HRA further agrees to comply with all statutes, ordinances, laws, and regulations dealing with the prohibition against discrimination against any person because of race, color, religion, national or ethnic origin, disability, age, military or veteran status, sex, sexual orientation, gender identity or expression, marital or familial status, pregnancy, or genetic information in the execution and performance of this Agreement.
10. Payment of HRA shall occur as follows: an initial advance payment and subsequent payments from DCNR in an amount of up to 90% of the grant award shall be forward to HRA to begin the project. The last 10% shall be made on reimbursement basis after HRA submits required verifications, by time sheet or by invoice from individuals, firms or organizations providing material or other services for HRA by contract, and after the City has received final payment from DCNR. If for any

reason, DCRN determines that payments made by HRA using DCNR funds shall violate any applicable rules or regulations and shall direct City to repay such funds to DCNR, HRA shall indemnify City for any funds which City must repay to DCNR.

11. Upon completion of activities, HRA shall certify to CITY and any other party that to the best of its knowledge, information and belief and on the basis of its work, observations and inspections, work has been completed in accordance with the terms and conditions of the DCNR grant program and this Agreement.
12. The term of this Agreement shall be from June 30, 2026 to June 30, 202x.
13. If through any cause, HRA shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or it HRA shall violate any of the covenants, agreements, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice to HRA of such termination.
14. HRA shall not assign its rights or obligations under this Agreement.
15. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.
16. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement.
17. Any notice required hereunder shall be made in writing and delivered by hand delivery or email transmission, with a copy to follow by first class mail, addressed as set forth below. Notice shall be effective on the date given.

IF TO CITY:

MLK, Jr. City Government Center
10 N. 2nd Street, Suite 203
Harrisburg, Pennsylvania 17101
EMAIL:

With a copy to:

Office of the City Solicitor
MLK, Jr. City Government Center
10 N. 2nd Street, Suite 402
Harrisburg, Pennsylvania 17101
EMAIL: lawbureau@harrisburgpa.gov

Or such other counsel as the City shall designate by notice as herein required.

IF TO HRA:

Bryan Davis
MLK, Jr. City Government Center
10 N. 2nd Street, Suite 405
Harrisburg, Pennsylvania 17101
EMAIL: bdavis@hra-harrisburgpa.org

18. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Agreement.
19. HRA covenants and agrees that they have no direct or indirect interest which would conflict in any manner with the performance of services under this Agreement and, during the term of the Agreement or any extension thereof. HRA will not engage in any activities which could cause a conflict of interest or the appearance of a conflict of interest with the City of Harrisburg.

20. This Agreement may be amended only by a written instrument signed by authorized representatives of all parties. No oral modifications or course of conduct shall be deemed to amend or waive any provision of this Agreement. Any amendment must clearly identify the sections(s) being modified and must state the effective date of the amendment. The CITY shall not be bound by any amendment unless and until it has been reviewed and approved by the CITY in writing. All amendments shall be appended to this Agreement and incorporated herein by reference.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this Agreement to be duly executed on their behalf by their authorized officers and applicably attested, all as of the day and year first above written.

APPROVED AS TO FORM
AND LEGALITY:

CITY OF HARRISBURG*

By: _____
LAW BUREAU Date

By: _____
Wanda R. D. Williams Date
Mayor

By: _____
Karen M. Balaban Date
City Controller

By: _____
Bryan K. Davis Date
Harrisburg Redevelopment Authority

HARRISBURG REDEVELOPMENT AUTHORITY

RESOLUTION NO. 24-2026

WHEREAS, the HARRISBURG GREEN ALLIANCE, with its offices located at 1419 N. 3rd Street, Harrisburg, PA 17102, wishes to provide \$164,000 of grant funds for the construction of park to serve residents in South Allison Hill; and

WHEREAS, the City of Harrisburg (CITY) and Harrisburg Redevelopment Authority (Authority) have partnered to construct a new natural green-scape on a ¼ acre city block consisting of eight contiguous vacant lots comprised of 11,500 square feet at 1419-1433 Swatara Street in South Allison Hill (Swatara Street Park); and

WHEREAS, the Authority and the Harrisburg Land Bank, a component unit of the Authority, own the 1419-1433 Swatara Street; and

WHEREAS, the Authority wishes to solicit competitive bids and hold the contract for the construction of the Swatara Street Park, utilizing funds from several sources, including HARRISBURG GREEN ALLIANCE grant funds.

NOW THEREFORE BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg that the Executive Director is hereby authorized to execute a grant agreement with the HARRISBURG GREEN ALLIANCE for approximately \$164,000, in substantially the same form and substance as Exhibit "A" attached hereto.

Date

Secretary

**AGREEMENT BETWEEN HARRISBURG GREEN ALLIANCE (HGA) AND
HARRISBURG REDEVELOPMENT AUTHORITY FOR FUNDING DISBURSEMENT
FOR THE SWATARA STREET PARK IN HARRISBURG PA**

THIS AGREEMENT (Agreement) is made on the ____ Day of _____, 2026, by and between the Harrisburg Green Alliance (HGA), 1419 N 3rd St, Harrisburg PA 17102, and the Harrisburg Redevelopment Authority (HRA), 10 N 2nd St, Harrisburg PA 17105.

HGA is hereinafter referred to as the Grantor, and HRA is hereinafter referred to as the Grantee. Together, HGA and HRA are hereinafter referred to as the Parties to this agreement.

The Swatara Street Park is hereinafter referred to as the Project.

Any individual or organization working or volunteering on the Project, who is not a member of HGA or HRA, will hereinafter be referred to as a Project Partner.

This Agreement expires on December 31, 2027.

The following recitals are a substantive part of this Agreement:

- Harrisburg Green Alliance (HGA) is a 501(c)(3) non-profit entity.
- Harrisburg Redevelopment Authority is a local government entity for the city of Harrisburg PA.
- The Swatara Street Park is located at the intersection of Swatara Street and 15th Street in Harrisburg PA.
- Harrisburg Green Alliance is the Fiscal Sponsor of Char Magaro, Project Manager for the Park.
- Harrisburg Green Alliance is holding funds for the Project in an escrow account with Burke & Herbert Bank, in the total amount of \$164,123.96 as of July 9, 2026.
- Period of Performance will occur between August 1, 2026 and December 31, 2027.

PURPOSE & TERMS:

The Grantor and Grantee enter into this agreement to fund construction of the Project.

The Grantee may enter into contracts and agreements for the construction of the Project, so long as sufficient funds are available and in hand for the contracted work and the appropriate processes are followed.

Construction contracts must clearly state the scope of work and timeline for completion.

The Grantor agrees to disburse funds to the Grantee for completion of construction contracts up to the maximum amount of \$164,123.96.

If and when additional contributions are received for the Project, they will be held by the Grantor in the escrow account. The Grantor and Grantee may agree to an addendum to this agreement for disbursement of those additional funds.

It is agreed and understood that the above stated fund limits are a ceiling, and that the Grantor will only disburse funding for the allowable and approved purchased items, actual services rendered, and the agreed upon annual Fiscal Sponsor cost, during the Period of Performance.

Under no circumstances shall the Grantor be liable for any expenditure incurred that exceeds the maximum amount stated in this agreement.

Serving as the Fiscal Sponsor for the Project, under no circumstances shall the Grantor be liable for any damages incurred during or after construction of the Project.

No modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

THE GRANTEE AGREES TO THE FOLLOWING CONDITIONS:

- To use the funds only for the designated purpose as described in the grant applications and subsequent grant notification letters and not for any other purpose without the Grantor's prior written approval. A request for re-direction of any grant's funds must be submitted to the Grantor in writing and approval is subject to the Grantor's sole discretion.
- To notify the Grantor immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to expend the grant for the intended purpose.
- To maintain books and records adequate to demonstrate that the grant funds were used for the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended.
- To give the Grantor reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least seven years after completion or termination of the project.
- To allow the Grantor to review and approve the content of any proposed publicity concerning this grant prior to its release, and to recognize the Grantor in all publicity materials related to the funded project.
- To allow the Grantor to include information about this Project in the Grantor's periodic public events, newsletters, news releases, social media postings, and on the Grantor's website. This includes the amount and purpose of the grant, any photographs provided from the Project, Grantee's logo or trademark, any other information and materials about the Grantee's organization and its activities.
- To submit a written report summarizing the Project promptly following the end of the period during which the Grantee are to use all grant funds and to submit any interim reports the Grantor may require. Grantee reports should describe Grantee's progress in achieving the purposes of the grant and include a detailed accounting of the use and expenditure of grant funds.

The Grantor reserves the right to discontinue, modify or withhold any payments under this agreement or to require a total or partial refund of any grant funds if, in the Grantor's sole discretion, such action is necessary: (a) because the Grantee has not fully complied with the terms and conditions of this agreement; (b) to protect the purpose and objectives of the grant or any other charitable activities of the Grantor; or (c) to comply with the requirements of any law or regulation applicable to the Grantee, the Grantor, or this agreement.

FUNDING DISTRIBUTION:

The Grantee is responsible for all payments for contracted work and services performed. The Grantee may request funding disbursement on a monthly basis for expenditures. The Grantee will submit all requests for funding disbursement in writing (hard copy or electronically) to:

Harrisburg Green Alliance
c/o Executive Director
1419 N 3rd St
Harrisburg PA 17102
HBGGreenAlliance@gmail.com

The Grantor will notify Grantee of fund disbursement approval, rejection, or if any additional information is needed, within 96 hours of receiving the Grantee's funding request. Grantee will allow up to 15 days for funding disbursement if approved.

The Grantee will provide a copy of all executed construction contracts to the Grantor.

The Grantee will provide a copy of all payments made to contracted partners for Project construction.

Any excess funds disbursed to the Grantee that are not used for approved construction contracts by December 31, 2027 must be returned to the Grantor by January 8, 2028, to be held in the Grantor's escrow account.

INSURANCE REQUIREMENTS:

Grantee represents and warrants that it has and will maintain during the term hereof commercially reasonable policies of insurance, including:

- Workers Compensation Insurance sufficient to cover all of the employees working on the Project.
- Comprehensive General Liability Insurance, including bodily injury and property damage insurance, to protect the Grantor and Grantee from claims arising out of the construction of the Project. The amount of bodily injury insurance shall not be less than \$1,000,000 per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence. If the policy is issued for bodily injury and property damage combined, the amount shall not be less than \$1,500,000 per occurrence.

- Insurance coverage for in-person events, which includes coverage for any individuals, volunteers or participants, in an amount no less than \$1,000,000 per occurrence.
- The Grantee will, upon written request of the Grantor, provide the Grantor with insurance certificates evidencing such policies in amounts and subject to deductibles acceptable to the Grantor upon request.
- The Grantee will name the Grantor as an additional insured on all such policies.

LIABILITY:

With regard to any claim, protest, or litigation arising from or related to the Project, Grantee agrees to defend, indemnify, protect, and hold the Grantor and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, Grantee, or Project Partners. Further, the Grantee shall be aware of and assume full responsibility for compliance with all Federal, State and local laws, ordinances and regulations, including but not limited to those governing, relating or referring to employment of labor, hours of work, workers' compensation, unemployment compensation, safety and health, environmental protection, working conditions, payment of wages or benefits, deductions for taxes, etc.

ONGOING OBLIGATIONS, RIGHTS AND REMEDIES UPON BREACH

The Parties agree that if the Grantee or any Project partner breaches or threatens to commit a breach of any of the provisions of this Agreement, the Grantor shall be entitled to a refund of any funds distributed under the terms of this Agreement, which right and remedy shall be independent of any other and individually enforceable, and which right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to the Grantor under law or in equity.

In the event that it becomes necessary for the Grantor to file suit to enforce these provisions, the Grantor shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees incurred in such suit and fixed by a court of competent jurisdiction.

This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania, without application of its internal conflicts of law provisions and interpreted accordingly. Any dispute arising from the operation of this Agreement shall be litigated in the appropriate United States District Court.

TERMINATION:

The Grantor may terminate this Agreement in whole, or in part, at any time prior to the completion of the Period of Performance if:

- It is determined in the Grantor's discretion that the terms and conditions of this Agreement have not been met. Notification in writing of the termination, with effective date, will be

made by the Grantor. Payment or recoveries by the Grantor shall be in accordance with the legal rights and obligations of the Parties; or

- In the event that anticipated funds are not obtained or continued at a sufficient level; or
- At the discretion of the Grantor upon written notification to the Grantee with effective termination date. Payments or recoveries by the Grantor shall be in accordance with the legal rights and obligations of the Parties.

At any time, the Grantor reserves the right to offset, withhold, deobligate, or recoup funds or payments for Project expenditures if the Grantor determines that there has been a violation of this Agreement by the Grantee, or if the Grantor determines that the Grantee's expenditures are or were not eligible, proper, or allowable.

CONFLICT OF INTEREST:

The Grantee shall establish internal personnel safeguards that will prohibit employees, contractors, agents, members, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member or representative.

The Grantee shall give the Grantor and its audit contractor access to, and the right to examine, all records and documents that are related to the Project. The Grantee shall permit access to facilities, personnel, and other individuals and information that the Grantor may determine is necessary. The Grantee shall comply with any compliance review conducted by the Grantor.

In dealing with a conflict of interest, or a potential conflict of interest, Grantee and the Grantor have the following options:

- eliminating the conflict
- terminating the contract
- disqualifying the Project Partner from a particular matter (either voluntarily or upon being directed to do so after disclosure to the Grantor of the conflict of interest or potential conflict of interest).

Any individual or Project Partner that is involved in any matter of business involving a conflict of interest or potential conflict of interest pursuant to the financial interest or impartiality guidance set forth above is directed to make a written disclosure of same to the Grantor's Executive Director and Chair.

Notwithstanding the options set forth above, the Grantor reserves the right to impose any appropriate remedy up to and including termination of contract, if it determines that the level of conflict of interest, or appearance of conflict of interest, is of such magnitude to render ineffective the Project Partner's services to the Grantor or Grantee, or otherwise impugn the integrity of the Grantor. The Grantor shall not be liable for any damages relating to termination of contract under such circumstances other than payment for services up to the time of termination.

NONDISCRIMINATION:

In accordance with all applicable state and federal laws, regulations or executive orders, the Parties and all Project Partners shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, gender, sexual orientation or handicap. Accordingly, Grantee has an obligation to inform the Grantor if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in a violation of this provision.

RECORDS & REPORTING:**Project Records:**

The Grantee must maintain full and accurate records with respect to the project and must ensure adequate control over related parties in the project. The Grantor requires the Grantee provide access to such records, as well as the ability to inspect all work, invoices, materials, and other relevant records at reasonable times and places. Upon request of the Grantor, the Grantee must furnish all data, reports, contracts, documents, and other information relevant to the project. Records must be maintained for a period of seven years from the completion date of the project.

Final Report:

Grantee shall provide a final report at the completion of the Project in the form and manner prescribed by the Grantor. In general, the final report will outline the activities and total cost for the Project. This will be submitted either electronically or hard copy to the Grantor within 30 days of Project completion.

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The Parties have executed this Agreement as of the date written above.

HARRISBURG GREEN ALLIANCE

HARRISBURG REDEVELOPMENT AUTHORITY

DAVID SCHANKWEILER

Chair