



**City of Chester**  
**Deliberative Meeting Agenda**  
**City Council**

One 4<sup>th</sup> Street  
Chester, PA 19013

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Monday, May 20, 2024

2:00 PM

Council Chambers

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**CONTRACT APPROVALS:**

R – 43

Authorize Cooperation Agreement between the City of Chester and the Chester Economic Development Authority for the period July 1, 2024, through June 30, 2025, as a requirement of Federal Regulations.

**Submitted By:** Lisa Gaffney, Executive Director CEDA

**Sponsors:** N/A

**Attachments:** Resolution, Cooperation Agreement and Appendix I

R – 44

Authorize amendment to the Addendum to the Master Services Agreement with UHY Consulting, Inc., that said services shall not exceed the budgeted amount of One Hundred Thirty Thousand Dollars (\$130,000.00) for the duration of the ARPA project.

**Submitted By:** Leonard Lightner, COS

**Sponsors:** N/A

**Attachments:** Resolution, Amended Addendum

R – 45

Authorize amended Demolition Fund Agreement, DF-23-60A with Delaware County Council, Office of Housing and Community Development for the demolition of the following blighted structures located within the City of Chester.

**Submitted By:** Lamont Collins, Building Inspector

**Sponsors:** N/A

**Attachments:** Resolution

R – 46

Authorize award of the DF-23-60A, Delaware County Demolition Program, 2023 Chester City Demolition Contract #1, as amended dated April 3, 2024, for the City of Chester, to BRB Contractors, Inc., for the amount of One Hundred Ninety-five Thousand Seven Hundred Fifty-one Dollars (\$195,751.00).

**Submitted By:** Lamont Collins, Building Inspector

**Sponsors:** N/A

**Attachments:** Resolution

R – 47

Authorize engagement of Kilkenny Law, 117-119 North Olive Street, Media, PA 19063, as an Assistant Solicitor, for the City of Chester, to provide municipal legal counsel and to handle general legal matters.

**Submitted By:** Leonard Lighter, COS

**Sponsors:** N/A

**Attachments:** Resolution, Engagement Letter

## RESOLUTIONS FOR FINAL PASSAGE (To be Voted On):

R – 48

Authorize entering into the blend and extended option for 18 months to negotiate the best rate electric rates not to exceed \$0.06572 per kilowatt-hour.

**Submitted By:** Leonard Lighter, COS

**Sponsors:** N/A

**Attachments:** Resolution

R – 49

Authorize Annual Action Plan for the Fiscal Year 2024 CDBG and HOME Programs.

**Submitted By:** Leonard Lighter, COS

**Sponsors:** N/A

**Attachments:** Resolution

R – 50

Authorize issuance of a road opening permit to PECO for the installation of new natural gas services with the line extending 1200 feet on 24<sup>th</sup> Street from Chestnut to Upland.

**Submitted By:** Anntrene Wilson, PW Office Manager

**Sponsors:** N/A

**Attachments:** Resolution

## ORDINANCES FOR INTRODUCTION: None

## ADJOURN

*Council meetings are held on the second and fourth Wednesday of each month beginning at 10:00 AM in Council Chambers, with the exception of every other month when the Council meets on the second Wednesday at 7:00 PM. For copies of the agenda or meeting announcements, please visit our website at [www.Chestercity.com](http://www.Chestercity.com) or contact the City Clerk at [CNewsome@chestercity.com](mailto:CNewsome@chestercity.com) to receive an email notice of the meetings.*

**RESOLUTION**

**NO. 43 - 2024**

**WHEREAS**, Federal Regulations require a written agreement between the City of Chester and the Chester Economic Development Authority regarding the rights and responsibilities of the parties in the execution of the Community Development Block Grant (CDBG) Program, the Home Investment Partnerships (HOME) Program, and other related programs; and

**WHEREAS**, a Cooperation Agreement by and between the City of Chester and the Chester Economic Development Authority for the period July 1, 2024, through June 30, 2025, has been prepared and is attached hereto, which sets forth the responsibilities and obligations of the parties in accordance with Federal Regulations; and

**WHEREAS**, this matter has been reviewed and considered.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:**

1. That the Cooperation Agreement by and between the City of Chester and the Chester Economic Development Authority attached hereto is hereby approved.
2. That Appendix I to the Cooperation Agreement, attached and made a part of such Agreement, reflects the Community Development Block Grant (CDBG) Program, the CDBG-Coronavirus (CV) Program, HOME Program, and HOME-American Rescue Plan (ARP) Projects previously approved by City Council.
3. That the Mayor and/or his designee is hereby authorized to execute the Agreement and to take such steps as may be necessary to implement the intent of this Resolution.
4. That this Cooperation Agreement supersedes any and all Cooperation Agreements previously approved.

**WE HEREBY CERTIFY** that this Resolution passed Council this 22<sup>nd</sup> day of May, A.D. 2024.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Chester, hereinafter referred to as “CITY”, of the one part, and the Chester Economic Development Authority, hereinafter referred to as “CEDA”, of the other part.

### WITNESSETH:

**WHEREAS**, the CITY has been designated as the grantee of funds from the United States government through the Department of Housing and Urban Development (HUD); and

**WHEREAS**, the CITY desires and intends to delegate authority to CEDA as the CITY’s Agent and Subrecipient in the proper disbursement and utilization of funds allocated to the CITY from HUD pursuant to various grants and programs, all of which is permissible and in accordance with the Code of Federal Regulations (CFR); and

**WHEREAS**, the CITY has been or may be designated to administer funding and programs as the Grantee of funds from the Commonwealth of Pennsylvania, other **federal**, public, or private sources or foundations; and

**WHEREAS**, CEDA, as a Municipal Authority duly organized by the CITY under the laws of the Commonwealth of Pennsylvania, has agreed to assist the CITY in the proper utilization and expenditure of funds received as aforesaid by the CITY and disbursed to CEDA as the Subrecipient.

**NOW THEREFORE**, intending to be legally bound hereby, the parties hereto promise, covenant and agree with each other as follows:

1. Designation of CEDA to act as Agent, Subrecipient, Grantee
  - a. The CITY hereby designates CEDA as its Agent and Subrecipient to carry out and administer the Department of Housing and Urban Development Community Development Block Grant (CDBG) Program, the CDBG-CV Program, HOME Program, and the HOME-ARP Program. The CITY also designates CEDA as its Agent and Subrecipient to carry out and administer certain designated projects that are funded, in whole or in part, with American Rescue Plan Act (ARPA) funds.
  - b. The CITY hereby designates CEDA to apply for and act as Grantee and Project Manager, with all associated Grantee responsibilities, in connection with the following:
    - PennDOT – Transportation Alternatives Set-Aside (TASA) Grant Program.

- Pa. Department of Community and Economic Development (DCED) – Local Share Account (LSA) Grant Program.
- Pa. DCED Greenways, Trails and Recreation Program (GTRP) Grant Program.
- Pa. Department of Conservation and Natural Resources Grant Programs.
- Pa. Department of Environmental Protection – Coastal Zone Management (CZM) Grant Program.
- Pa. Commonwealth Financing Authority – Multimodal Transportation Fund Grant Program.
- Delaware Valley Regional Planning Commission – Regional Trails and Transportation Programs.
- Delco Greenways Program.
- Such other programs as may from time to time be authorized by Chester City Council. These programs will include, but not be limited to, housing, community development, economic development, workforce development, parks, recreation and transportation projects, as well as planning initiatives.

Any required follow-up maintenance on completed projects shall, if applicable, be the responsibility of the City.

2. Scope of Services

- a. Program Administration. CEDA staff shall provide management and oversight, technical assistance, and operational support for CDBG, CDBG-CV, HOME, HOME-ARP, and other grant-related activities, including oversight of for-profit and non-profit Subrecipients and activities related to such other programs being administered by CEDA.
  - i. Administer, maintain and manage all grant, loan and mortgage accounts and collect all outstanding collectible amounts due on said accounts for all current and past grants or loans made with CDBG, HOME, UDAG, Enterprise Zone, BID, or other loan funds.
  - ii. Staff costs and associated costs related to the planning and administration of the CDBG and CDBG-CV Programs shall not exceed twenty percent (20%) of the total amount of the 2024-2025 CDBG Program and CDBG-CV Program awards plus program income.
  - iii. Staff costs and associated costs related to the administration of the HOME and HOME-ARP Programs shall not exceed ten percent (10%) of the total amount of the 2024-2025 HOME Program and HOME-ARP Program awards.

- iv. Staff costs and associated costs unrelated to CDBG or HOME Programs shall be charged to other available funding sources based on CEDA's adopted budget and/or funding restrictions.
  - v. If allowed by a grant funding source (i.e., DCNR, etc.), an administrative budget line item shall be included, and staff costs and associated grant-related costs shall be charged to such grant.
- b. Program Implementation. Provide management and oversight to assure implementation of CDBG and HOME programs and activities approved by the CITY and identified in Appendix I as they may be amended by the CITY.
3. Acceptance of Responsibility. CEDA hereby accepts responsibility for administering the foregoing programs and funds disbursed pursuant to such programs in a manner consistent with the standards which may be lawfully imposed or required as a condition of providing the funds hereinafter referred to as set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and as set forth below:
- CEDA shall carry out activities in compliance with all Federal laws and regulations set forth in Subpart K (24 CFR 570.600-613 with the exception of 24 CFR 570.604).
  - CEDA shall carry out ARPA-funded activities in compliance with all applicable Federal laws and regulations pertaining to this funding source.
  - CEDA will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) supplemented in Department of Labor Regulations (29 CFR Part 3), where applicable.
  - CEDA will comply with applicable reporting requirements contained in 24 CFR 570.506.
  - CEDA will provide access by Federal or State agencies or any of their duly authorized representatives to any books, electronic files, documents, papers, and records of CEDA which are directly pertinent to the specific contract for the purpose of making audit examination, excerpts and transcriptions.
4. Conditions for Religious Organizations. Any use of CDBG funds administered by CEDA shall be governed by the applicable regulations at 24 CFR 570.200(j) dealing with constitutional prohibitions. Where applicable, the conditions prescribed by HUD for the use of CDBG funds

by religious organizations shall be included in the agreement with that Subrecipient.

5. Payment. The CITY hereby authorizes CEDA to draw down CDBG, CDBG-CV, HOME, and HOME-ARP funds through HUD's Integrated Disbursement and Information System (IDIS). All CDBG and HOME funds drawn down through IDIS shall be expended only for those programs and activities approved by the CITY as part of the CDBG/HOME Action Plan adopted or amended by Chester City Council. CEDA shall not, without a resolution of Chester City Council, entertain or otherwise consider or cause to be implemented any amendment to the Consolidated Plan or the Action Plan. Any ESG funds received shall be expended only for those projects identified in ESG Grant Agreements approved or amended by Chester City Council.
6. Monitoring. The following monitoring procedures will be implemented and utilized:
  - a. The CITY will monitor the performance of CEDA to ensure compliance by CEDA with the statutory and regulatory requirements of the above-described programs. Any failure by CEDA to comply with the goals and performance standards imposed by the CITY will constitute non-compliance with this Agreement. If no action is taken by CEDA to correct substandard performance within a reasonable period of time, after being notified in writing by the CITY, this Agreement may be suspended or terminated.
  - b. The CITY Compliance Monitor will prepare a monitoring strategy or procedure, a copy of which will be provided to CEDA. The appropriate level of activity monitoring will be determined on an activity-by-activity basis. Priorities for monitoring will be established to assure that those activities which represent the greatest vulnerability for potential problems will receive adequate corrective attention.
  - c. The CITY Compliance Monitor will promptly notify the Executive Director of CEDA of the results of monitoring reviews conducted by the Monitor and any findings which may require corrective action.
7. Performance Reports.
  - a. CEDA shall provide to the CITY monthly progress reports on its activities including status reports in connection with the CDBG,

CDBG-CV, HOME, and HOME-ARP Programs. These reports shall provide written information regarding all expenditures, project activities, and clients served through the CDBG, CDBG-CV, HOME, and HOME-ARP Programs and will reflect the information provided to HUD through the IDIS system.

- b. CEDA shall submit its performance reports in a timely manner. CEDA will prepare the Consolidated Annual Performance and Evaluation Report (CAPER) to be submitted to HUD within ninety (90) days after the completion of the program year. All reports completed by CEDA for the CDBG, CDBG-CV, HOME, and HOME-ARP Programs will be prepared and submitted in a manner required as set forth in the code of Federal Regulations. (24 CFR Part 570.507 and 24 CFR Part 91.520).
    - c. CEDA will respond to the CITY with a written response within forty-five (45) days of the receipt of a request for information or clarification for any aspect of the CDBG, CDBG-CV, HOME, or HOME-ARP programs from the CITY.
8. Program Income. CEDA agrees to provide the CITY on an annual basis with a financial report detailing the amount of program income generated from funds under control of CEDA. Program income shall be expended for eligible activities before additional program funds are disbursed to CEDA. Any program income on hand or received after the expiration of the Agreement shall be applied to program activities in the subsequent program year if this Agreement is renewed or shall be paid and turned over to the CITY by CEDA upon request by the CITY if this Agreement is not renewed. It is further agreed that CEDA shall comply in all respects with the requirements relating to program income as may be found in the Code of Federal Regulations.
9. CEDA's Records. CEDA will maintain all records and reports as required by 24 CFR 570.506, including but not limited to the following:
  - a. Accounting records which provide accurate, current and complete disclosure regarding all financial transactions pertaining to grant and subgrant awards, indicating authorizations, obligations, unobligated balances, assets, liabilities, expenditures and program income.
  - b. Effective internal and external control and accountability for all grant and subgrant cash, real and personal property, and other assets.
  - c. Budget control which compares actual expenditures to budgeted amounts for each grant and subgrant.



- d. Compliance with the requirements and standards of 2 CFR Part 200, uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - e. Written records demonstrating that each CDBG activity funded complies with one or more of the following national objectives:
    - (1) Activities benefiting low to moderate income persons.
    - (2) Activities which aid in the prevention or elimination of slums or blight.
    - (3) Activities having a particular urgency because of conditions which pose a serious and immediate threat to the health and welfare of the community.
  - f. Written records demonstrating that each activity is eligible for CDBG funding under 570.201-206.
  - g. Written records as required under the Fair Housing and Equal Opportunity regulations contained in 24 CFR Part 8.
  - h. Performance records which are maintained in a manner that will allow for the complete and accurate preparation of any and all HUD required reports.
10. Reversion of Assets. Upon the termination of this agreement, all activities and programs shall cease. All program income, all accounts receivable, and all other funds under the control of CEDA where CEDA is acting as the administrative agent of the CITY as well as all property and assets of CEDA shall immediately, without further action, revert to the CITY and shall be turned over to the CITY within thirty (30) days of termination of this Agreement. All expenditures during the aforesaid thirty (30) day period must be with the prior express written approval of the Chester City Council whether said expenditures are pursuant to the administrative line item budget or contractual obligations of CEDA.

In the event that Real Property is acquired or improved by CEDA in whole or in part with CDBG funds in excess of \$25,000, the property will either be:

- 1. used to meet one of the National Objectives in 570.208 (formerly 570.901) until five years after expiration of this agreement, or
- 2. disposed of in a manner that results in the CITY being reimbursed in the amount of the then current fair market value of the property

less any portion of the value attributable to expenditures of non CDBG funds for acquisition of, or improvement to, the property, unless the CITY shall authorize a sale or transfer of real estate at less than the current fair market value.

11. Travel. CEDA shall obtain approval from the CITY before any CEDA staff may take extended (defined as more than three (3) working days) federally-funded business trips outside the general metropolitan region. The boundaries of the general metropolitan region shall be determined by the CITY. The travel policy shall be consistent with approved federal regulatory guidelines. CEDA agrees to document to the extent practical all travel and expenditures incurred as it relates to the administration of the various grants. Failure to comply can lead to a financial monetary finding payable to the CITY by the individual affected staff of CEDA, with no recourse.
12. Professional Service Contracts. CEDA may engage the services of professionals and consultants on an as-needed basis only. The advertisement and procurement of all professional services shall comply materially with the standard 24 CFR 85.36.
13. Indemnification. CEDA shall agree to indemnify and hold harmless the CITY, its Officers, Agents and Employees against any and all liability, claims attributable to any and all activities funded under this agreement, bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of work under this agreement.

In addition, CEDA shall furnish the CITY a Certificate of Insurance evidencing coverage under the Worker's Compensation Act and liability protection against claims for bodily injury, death or property damage in the amount of \$1,000,000 for bodily injury each occurrence and \$1,000,000 for property damage each occurrence. In addition, CEDA shall give the CITY thirty (30) days written notice of its decision to amend, cancel or terminate the insurance coverage. The cost of this policy is to be incurred by CEDA.

14. Term of Agreement. This agreement shall remain in effect from July 1, 2024, until June 30, 2025.
15. Suspension and Termination. In accordance with 24 CFR Part 85.43 suspension or termination may occur if CEDA materially fails to comply with any term of the award.

Notwithstanding the provisions contained in paragraph 14 of this agreement, either party may terminate this agreement for convenience with ninety (90) days' written notice to the other party. The parties hereby

agree that a resolution of Chester City Council terminating this agreement shall constitute written notice to CEDA.

16. Applicability to Budget Amendments. CDBG Action Plan Amendments, HOME Action Plan Amendments, and other program funding allocations or reallocations processed in accordance with HUD regulations and approved by the CITY will automatically become part of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year above written.

CITY OF CHESTER

By: \_\_\_\_\_

Attest: \_\_\_\_\_

CHESTER ECONOMIC DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX I  
FY 2024 CDBG, CDBG-CV, HOME AND HOME-ARP PROGRAMS  
LIST OF ACTIVITIES**

**A. Community Development Block Grant Programs and Activities**

**Public Facilities and Infrastructure Improvements**

1. Reconstruction/Repair of Infrastructure at various locations in low and moderate-income areas. Work may include streets, storm sewers, tree wells/trees, curbs, ADA curb cuts, sidewalks, lighting, and signs. Estimated completion date is June 30, 2025.  
  
 Location: Low/moderate income primarily residential areas  
 Funding: \$338,740.00 in F.Y. 2024 funds plus balance of prior year unliquidated funds.
2. Fire Department Specialized Equipment and Vehicles. Estimated completion date is June 30, 2025.  
  
 Location: 320 E. 14<sup>th</sup> Street  
 Funding: \$50,000.00 in F.Y. 2024 funds plus balance of prior year unliquidated funds.
3. Fire Department – Truck Payment 4 of 7. Estimated completion date is June 30, 2025.  
  
 Location: 320 E. 14<sup>th</sup> Street  
 Funding: \$105,127.00 in F.Y. 2024 funds.
4. Parks and Recreation Facilities. Sun Village Park Improvements. Estimated completion date is June 30, 2025.  
  
 Location: Area of Johnson St., Thomas St., and Ridley Creek  
 Funding: \$100,000.00 in F.Y. 2024 funds.
5. Continuation of Chester Creek Trail. Estimated completion date is June 30, 2025.  
  
 Location: Along Chester Creek, Eyre Park to Crozer Park.  
 Funding: \$150,000.00 in F.Y. 2024 funds.
6. Parks and Recreation Facilities – Continuation of improvements in various City parks.  
  
 Location: City-Wide  
 Funding: Balance in prior year funds.

**Demolition**

1. Demolition of vacant, open, and abandoned structures in low and moderate-income areas of the City, which present a health and safety hazard to neighborhood residents. Estimated completion date is June 30, 2025.  
  
 Location: Low/moderate income areas  
 Funding: \$250,000.00 in F.Y. 2024 funds plus balance of prior year unliquidated funds.

**Public Service Activities**

1. The Salvation Army – Homeless services programs, including shelter and case management.
 

Location: 151 W. 15<sup>th</sup> Street. City-wide target area.  
Funding: \$15,000.00 in FY 2024 funds.
2. CCIP Mortgage Counseling –Pre-purchase counseling for low and moderate income families participating in the City’s Homebuyer Assistance Program.
 

Location: 23 E. 5<sup>th</sup> Street. City-wide target area.  
Funding: \$20,000.00 in FY 2024 funds.
3. Domestic Abuse Project of Delaware County, Inc. –Legal advocacy, counseling, protection order assistance, court accompaniment and other related services to victims of domestic violence.
 

Location: 160 E. 7<sup>th</sup> Street. City-wide target area.  
Funding: \$20,000.00 in FY 2024 funds.
4. Senior Community Services –Continuation and expansion of programs to serve the elderly residents of the City.
 

Location: 721 Hayes Street. City-wide target area.  
Funding: \$20,000.00 in FY 2024 funds.
5. Wesley House Community Corporation, Inc. - Operating expenses for the Wesley House Homeless Shelter, which provides emergency housing, case management and other supportive services to homeless persons.
 

Location: 701 Madison Street. City-wide target area.  
Funding: \$40,000.00 in FY 2024 funds.
6. Boys & Girls Club of Chester - Operating expenses for after-school programs.
 

Location: 201 E. 7<sup>th</sup> Street. City-wide target area.  
Funding: \$10,000.00 in FY 2024 funds.
7. Making A Change Group – Connected Vision Program. Management services.
 

Location: 419 Edgmont Ave, Suite F.  
Funding: \$10,000.00 in F.Y. 2024 funds.
8. Chester Education Foundation – Resource HUB
 

Location: 419 Avenue of the States  
Funding: \$10,000.00 in F.Y. 2024 funds.

9. Entrepreneur Works Fund – Microenterprise development.

Location: 419 Avenue of the States  
Funding: \$10,000.00 in F.Y. 2024 funds.

10. Trinity Transitional House – Safe Haven Hearts Emergency Crisis Program

Location: 902 Pusey Street  
Funding: \$10,000.00 in F.Y. 2024 funds.

CEDA will provide oversight for public service activities and will charge the costs of such oversight to the general administrative line item. Separate Subrecipient Agreements with CEDA will be executed by the non-profit groups. Time of completion for all public service activities is June 30, 2025.

#### **Contingencies/Unprogrammed Funds**

F.Y. 2024 Contingencies in the amount of \$74,873.00 plus unprogrammed prior year funds will be used to fund cost overruns in other eligible CDBG activities. Should a new activity be approved, an Action Plan Amendment will be processed.

#### **Administration/Planning**

A maximum of \$249,184.00 in F.Y. 2024 funds will be used for administration and planning activities in connection with the management and oversight of the CDBG Program.

### **B. CDBG-CV PROGRAM**

#### **1. Fire Department Equipment and Supplies**

Purchase of equipment and supplies to assist the Fire Department in their efforts to keep the community and themselves safe and reduce the spread of contamination and infection, including the Coronavirus, among the firefighters.

Location: 230 E. 14<sup>th</sup> Street and 1501 W. 3<sup>rd</sup> St.  
Funding: Balance in prior year funds.

### **C. HOME PROGRAM**

1. Homebuyer Assistance Program. The provision of loans to low and moderate income first-time homebuyers to assist with down payments and settlement expenses for the purchase of a home in the City. The program will provide 50% of the downpayment, to a maximum of \$5,000 and a maximum of \$5,000 in closing costs as a zero percent interest loan. On-going Program.

Location: City-wide  
Funding: Balance of prior year unliquidated funds.

2. Single Family Affordable Housing Initiative. Acquisition, construction, or rehabilitation of properties for single-family homeownership or rental housing.

Location: City-wide  
Funding: Balance of prior year unliquidated funds.

3. Grace Manor Affordable Housing Initiative – Development of single-family homes for sale to low/moderate income homebuyers.  
 Location: W. 7<sup>th</sup> and Grace Streets  
 Funding: \$853,046.00 in F.Y. 2024 funds plus balance in prior year funds.
4. Chester Community Improvement Project – Reasonable and necessary costs for the operation of CCIP, a certified Community Housing Development Organization (CHDO). Completion date is June 30, 2024.  
 Location: 23 E. 5<sup>th</sup> Street  
 Funding: \$16,855.00 in FY 2024 funds.
5. Chester Community Improvement Project Affordable Housing Initiative – CHDO Set-Aside for Affordable Housing Development.  
 Location: W. 7<sup>th</sup> and Grace Streets  
 Funding: \$111,536.00 in F.Y. 2024 funds plus balance in prior year funds.
6. Silvercare Affordable Housing – Rehabilitation of east wing of the north building of the former Community Hospital for the creation of 44 on-bedroom units and 5 two-bedroom units of affordable independent senior rental housing.  
 Location: 2600 W, 9<sup>th</sup> Street  
 Funding: \$300,000.00 in F.Y. 2024 funds plus \$100,000 in prior year funds.

#### **Unprogrammed Funds**

Unprogrammed prior year funds will be used to fund cost overruns in other eligible HOME activities. Should a new activity be approved, an Action Plan Amendment will be processed.

#### **Administration/Planning**

A maximum of \$33,711.00 in F.Y. 2024 funds will be used for administration and planning in connection with the management and oversight of HOME activities.

### **D. HOME-ARP PROGRAM**

#### **1. Development of Affordable Housing**

Acquisition, construction, rehabilitation, development costs, relocation, and operating cost assistance/reserves in connection with the development of affordable rental housing for qualifying populations.

Location: To be determined  
 Funding: \$989,087.00

#### **2. Supportive Services**

Funding for Non-Profit Organizations serving the qualified populations in the City to provide services such as intensive case management, housing navigators, employment services, legal services, life skills training, mental health services, health and substance abuse treatment services, mediation, credit repair, etc.

Location: To be determined  
Funding: \$131,878.00

3. **Non-Profit Operating Expenses**

Funding for general operating costs of Non-Profit Organizations that will manage and maintain HOME-ARP housing.

Location: To be determined  
Funding: \$65,939.00

4. **Administration/Planning**

A maximum of \$131,878.00 will be used for administration and planning in connection with the management and oversight of HOME-ARP activities.



**RESOLUTION**

**NO. 44 - 2024**

**WHEREAS**, the City of Chester entered into a one (1) year Master Services Agreement with UHY Consulting, Inc., to provide professional services to assist the City with meeting all of the American Rescue Plan Act compliance and reporting guideline requirements beginning February 2022 and ending March 31, 2023; and

**WHEREAS**, the parties later agreed to extend the original Agreement until January 31, 2024; and

**WHEREAS**, on February 14, 2024, Chester City Council approved an Addendum to the Master Service Agreement to extend the Agreement through April 2027 or until the last reporting period to the Department of Treasury as required by the American Rescue Plan Act; and

**WHEREAS**, it has been determined in order to comply with ARPA reporting guidelines there is a need to approve the budgeted amount.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:**

That it does hereby approve an amendment to the Addendum to the Master Services Agreement with UHY Consulting, Inc., that said services shall not exceed the budgeted amount of One Hundred Thirty Thousand Dollars (\$130,000.00) for the duration of the ARPA project.

**FURTHER**, it does hereby authorize the Mayor to execute the Second Addendum for and on behalf of the City of Chester.

**WE HEREBY CERTIFY** that this Resolution passed Council this 22<sup>nd</sup> day of May, A.D. 2024.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

## **ADDENDUM TO MASTER SERVICES AGREEMENT**

**ADDENDUM** made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Chester (hereinafter called “City”) and UHY CONSULTING, INC, hereinafter called (“Contractor”).

**WHEREAS**, the City and Contractor entered into a one (1) year Master Services Agreement for the period of February 2022 through March 31, 2023, for the Contractor to provide professional services essential for the City to comply with all requirements of the American Rescue Plan Act; and

**WHEREAS**, the parties later agreed to extend the original Agreement until January 31, 2024.

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

1. The City would like to extend the Agreement through April 2027 or until the last reporting period to the Department of Treasury (“Treasury”) for the American Rescue Plan Act.

2. The Scope of Work shall include, but is not limited to:

- Helping the City meet all compliance and reporting guidelines associated with AARPA and CSLFRF, including assistance in filing quarterly reports with the Treasury.
- Collaborating with City officials to gather data and other documentation necessary to support a timely and accurate submission to Treasury.
- Working with any subrecipients to gather data to be submitted to Treasury; and
- Providing information to the City and the Receiver as requested so those parties can communicate with others on the City’s use of CSLFRF funds and its compliance with federal guidelines. – Achieving other tasks related to the effective and efficient administration of ARPA funds as the City may request during the effective period of the Agreement.

3. The Contractor will bill t for their services at the following hourly rates:

Partner	\$285
Manager	\$210
Senior	\$160
Staff	\$110

4. All remaining terms and conditions of the February 2022 Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed by their duly authorized officers with corporate seals affixed the date and year first above written.

CITY OF CHESTER

\_\_\_\_\_  
Stefan Roots, Mayor

Attest: \_\_\_\_\_  
City Clerk

UHY CONSULTING, INC.

\_\_\_\_\_  
John E. Reagan, III  
Managing Director/Partner

Attest: \_\_\_\_\_  
Witness

**RESOLUTION  
NO. 45- 2024**

**WHEREAS**, on April 26, 2023, Chester City Council approved entering into the Demolition Fund Agreement, DF-23-60A with Delaware County Council, Office of Housing and Community Development for the demolition of the following properties: 427 Rose Street, 429 Rose Street, 2703 Lehman Street, 2705 Lehman Street, and 2709 Lehman Street

**WHEREAS**, the City determined that said funding should fund six (6) other properties that are in imminent danger of collapse.

**WHEREAS**, the Office of Housing and Community Development approved the amended property list on April 3, 2024.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:**

That it does hereby approve the amended Demolition Fund Agreement, DF-23-60A with Delaware County Council, Office of Housing and Community Development for the demolition of the following blighted structures located within the City of Chester:

Property Addresses:  
725 Caldwell Street  
727 Caldwell Street  
729 Caldwell Street  
731 Caldwell Street  
2601 West 3<sup>rd</sup> Street  
1722 West 3<sup>rd</sup> Street  
550 Edgmont Ave.  
552 Edgmont Ave.  
554 Edgmont Ave.  
556 Edgmont Ave.

**FURTHER**, it does hereby authorize the proper City official to execute all documents necessary for the completion of this project for and on behalf of the City.

**WE HEREBY CERTIFY** that this Resolution passed Council this 22<sup>nd</sup> day of May, A.D. 2024.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

**RESOLUTION**

**NO. 46 - 2024**

**THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:**

That it does hereby award the contract for the DF-23-60A, Delaware County Demolition Program, 2023 Chester City Demolition Contract #1, as amended dated April 3, 2024, for the City of Chester, for which bids were received on January 12, 2024, to BRB Contractors, Inc., at the bid price of One Hundred Ninety-five Thousand Seven Hundred Fifty-one Dollars (\$195,751.00).

**FURTHER**, that all other bids for the above be and they are hereby rejected; all checks and/or bid bonds accompanying said bids shall be returned to the unsuccessful bidders.

**FURTHER**, the Solicitor's Office shall prepare a contract and the successful bidder shall furnish a Performance Bond in the full amount of the contract, in accordance with the specifications, and to the satisfaction of City Council.

**WE HEREBY CERTIFY** that this Resolution passed Council this 22<sup>nd</sup> day of May, A.D. 2024.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

**R E S O L U T I O N**

**NO. 47 - 2024**

**THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:**

That it does hereby engage the services of Kilkenny Law, 117-119 North Olive Street, Media, PA 19063, as an Assistant Solicitor, for the City of Chester, to provide municipal legal counsel and to handle general legal matters, in accordance with the engagement letter dated, May 16, 2024.

**FURTHER**, it does authorize the Mayor to execute an agreement with Kilkenny Law for and on behalf of the City of Chester.

**FURTHER**, said agreement is contingent upon the final approval of the City Solicitor.

**WE HEREBY CERTIFY** that this Resolution passed Council this 22<sup>nd</sup> day of May, A.D. 2024.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK



519 Swede Street • Norristown, PA 19401  
(484) 679-8150

SEAN P. KILKENNY, ESQUIRE  
Direct Dial: 484-679-8153  
[sean@skilkennylaw.com](mailto:sean@skilkennylaw.com)

May 16, 2024

Leonard Lightner, COS  
City of Chester  
1 Fourth Street  
Chester, PA 19013

**Re: Engagement Letter for Legal Services**

Dear Mr. Lightner,

Please allow this letter to express our interest in serving as Assistant Solicitor to the City of Chester for calendar year 2024. In accordance with the applicable provisions of the Pennsylvania Rules of Professional Conduct, this letter is intended to set forth our agreement concerning our representation of the City. Furthermore, this letter will confirm the terms upon which our law firm will serve as legal counsel to the City and provide information about our fees.

For all work undertaken during 2024, Kilkenny Law proposes a fee of One Hundred Thousand Dollars (\$100,000) annually, prorated for the year, which will be paid by a monthly retainer of Eight Thousand Eight Hundred and Thirty Three Dollars 33/100 (\$8,333.30) to cover all legal services performed by Sean Kilkenny, Esq. as Assistant City Solicitor or any attorney employed with the firm and duly appointed as an Assistant City Solicitor (meetings, phone calls, drafting of ordinances and resolutions, code litigation, emails, and general legal advice) with the exception of the following:

- Complex Litigation in the Delaware County Court of Common Pleas which will be billed at One Hundred Eighty Dollars (\$180.00) per hour;
- Appeals to the Commonwealth Court, Supreme Court, and Federal Court which will be billed at One Hundred Eighty Dollars (\$180.00) per hour;
- Appearances before the City of Chester Zoning Hearing Board which will be billed at One Hundred Eighty Dollars (\$180.00) per hour;
- Land Development which will be billed to the developer at Two Hundred Thirty Dollars (\$230.00) per hour;
- Other special projects subject to the approval of the Mayor and Receiver.

After (1) one calendar year, the City will review these rates and may consider applicable adjustments in compensation based on inflation or merit as it may see fit.

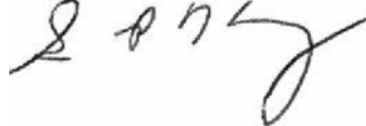
We will keep you advised of the time devoted to all matters. Our normal practice is to bill clients on a monthly basis. The City will not be billed for secretarial time nor will the City be charged for any travel between our offices and City Hall. All invoices from our office will specify dates, nature of service, and members of our firm involved in the representation. Our bills also contain amounts designated as costs. These expenses include filing fees, process server fees, transcripts, postage charges, computer research charges, overnight delivery charges, large copy and/or fax jobs, long distance charges and similar expenses. We generally advance minor expenses but typically ask clients to advance larger disbursements such as court reporter fees for depositions, travel expenses and the like.

If you choose to discontinue using this firm's services, we will provide any files in our possession upon request. If you do not make a request to take custody of any files, we will retain the files for what we consider to be a reasonable period of time at the expiration of which your files will be disposed of without further notice to you. Our current policy is to dispose of all files seven (7) years after termination of our engagement or completion of the matter, and you agree that we may do so.

Our firm is committed to providing legal services promptly and efficiently and in accordance with the highest legal and ethical standards. On behalf of the firm, I wish to thank the City for offering us this opportunity to be of service.

If the City consents to our representation under the terms outlined in this letter, we would request that you countersign this letter and return it to us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'S. Kilkeny', written in a cursive style.

SEAN KILKENNY

**AGREED AND ACCEPTED:**

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**Stefan Roots, Mayor**

---

**Date**



**RESOLUTION**

**NO. 48 - 2024**

**WHEREAS**, the City of Chester entered into an agreement with Constellation NewEnergy, Inc., for the purchase and supply of electricity at the fixed rate of \$0.04227 per kilowatt-hour; and

**WHEREAS**, the contract with Constellation is due to expire in December and the rates are projected to increase; and

**WHEREAS**, due to the City filing bankruptcy, the City's wholesale supplier is offering an indicative blend and extended pricing opportunity.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:**

That it does authorize entering into the blend and extended option for 18 months, with the Chief of Staff or designee to negotiate the best rate between the blend and extended period and lock in rates up to a maximum of \$0.06572.

**FURTHER**, said Agreement is contingent upon final review and approval of the City Solicitor.

**EVEN FURTHER**, it does authorize the Mayor to execute the necessary documents for and on behalf of the City of Chester.

**WE HEREBY CERTIFY** that this Resolution passed Council this 22<sup>nd</sup> day of May, A.D. 2024.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

## **RESOLUTION**

### **NO. 49 - 2024**

**WHEREAS**, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention and elimination of slums or urban blight, carry out activities which will benefit low and moderate income persons or address other urgent community development needs; and

**WHEREAS**, under the HOME Program created by the National Affordable Housing Act of 1990, as amended, the Secretary of HUD is authorized to extend financial assistance to participating jurisdictions to expand the supply of decent, safe, sanitary and affordable housing; and

**WHEREAS**, the City of Chester has been notified that the Fiscal Year 2024 Community Development Block Grant (CDBG) Program allocation is \$1,245,924 and the City also intends to reprogram prior year CDBG funds as follows: 2009 Fires Responders Monument - \$10,000; Crozer Park Trail - \$150,000; 2022 Chester Fine Arts Rehabilitation - \$40,000; Unprogrammed - \$37,000, which results in a total amount of \$1,482,924 available for eligible projects; and

**WHEREAS**, the City of Chester has been notified that the Fiscal Year 2024 HOME Program allocation is \$337,110, and the City intends to reprogram prior year HOME funds as follows: 2020, 2021, and 2022 Single Family Affordable Housing Initiative (non-site specific) - \$591,671; 2023 Chester Community Improvement Project (CCIP) CHDO Set-Aside (non-site specific) - \$61,070; 2021 CCIP Acquisition/Rehabilitation/Resale - \$115,000; Unprogrammed and sales proceeds - \$210,297, which results in a total amount of \$1,315,148 available for eligible projects; and

**WHEREAS**, the City of Chester, in collaboration with the Chester Economic Development Authority, prepared a draft Annual Action Plan for Fiscal Year 2024, which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the City's Five-Year Consolidated Plan; and

**WHEREAS**, the City held a series of public hearings in connection with the development of the Fiscal Year 2024 Annual Action Plan, a draft of the F.Y. 2024 Annual Action Plan was on public display from February 1, 2024, through March 5, 2024, and the comments of various agencies, groups, and residents were taken into consideration in the preparation of the final document; and

**WHEREAS**, based on comments received, Trinity Transitional House's Safe Haven Hearts Emergency Crisis Program, an eligible public service activity, has been added to the Action Plan.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:**

**Section 1.** That the Annual Action Plan for the Fiscal Year 2024 CDBG and HOME Programs is hereby in all respects approved, and the City Clerk is hereby directed to file a copy of said Annual Action Plan for Fiscal Year 2024 with the Official Minutes of this Meeting of this Council.

**Section 2.** That the City Council of the City of Chester is cognizant of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant Program and the HOME Investment Partnerships Program with Federal financial assistance under Title I, including those relating to (1) the relocation of site occupants, (2) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and (3) other assurances as set forth under the certifications.

**Section 3.** That the Mayor of the City of Chester, on behalf of City Council, is authorized to file an Application for financial assistance with the U.S. Department of Housing and Urban Development for the F.Y. 2024 CDBG Program and HOME Program.

**Section 4.** That the Mayor, on behalf of the City of Chester, Pennsylvania, is authorized to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended, and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.

**WE HEREBY CERTIFY** that this Resolution passed Council this 22<sup>nd</sup> day of May, A.D. 2024.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

**EXHIBIT “A”  
F.Y. 2024 ACTION PLAN BUDGET  
CITY OF CHESTER, PENNSYLVANIA**

**2024 CDBG Program**

<b>Senior Community Services – Chester Senior Center Services</b>	<b>\$20,000.00</b>
<b>Wesley House Community Corp. – Shelter Operations</b>	<b>\$40,000.00</b>
<b>Domestic Abuse Project – Counseling and Legal Advocacy</b>	<b>\$20,000.00</b>
<b>Chester Community Improvement Project – Pre-Purchase Counseling</b>	<b>\$20,000.00</b>
<b>Salvation Army Chester Corps – Case Management Services</b>	<b>\$15,000.00</b>
<b>Making A Change Group – Family Support Program</b>	<b>\$10,000.00</b>
<b>Boys &amp; Girls Club – Afterschool Programs</b>	<b>\$10,000.00</b>
<b>Entrepreneur Works Fund – Microenterprise Development</b>	<b>\$10,000.00</b>
<b>Chester Education Foundation – Resource HUB</b>	<b>\$10,000.00</b>
<b>Trinity Transitional House – Safe Haven Hearts Emergency Crisis Program</b>	<b>\$10,000.00</b>
<b>Infrastructure Improvements – Streets, Sidewalks, Lighting, etc.</b>	<b>\$338,740.00</b>
<b>Fire Department – Truck Payment 4 of 7</b>	<b>\$105,127.00</b>
<b>Fire Department – Equipment and Supplies</b>	<b>\$50,000.00</b>
<b>Chester Creek Trail</b>	<b>\$150,000.00</b>
<b>Sun Village Park Improvements</b>	<b>\$100,000.00</b>
<b>Demolition and Site Clearance – Scattered Sites</b>	<b>\$250,000.00</b>
<b>Administration and Planning</b>	<b>\$249,184.00</b>
<b>Contingencies – Project Overruns</b>	<b>\$74,873.00</b>
<b>Total CDBG Budget</b>	<b>\$1,482,924.00</b>

**2024 HOME Program**

<b>Silvercare Senior Housing – 2600 W. 9<sup>th</sup> Street, Phase I – 45 one and two-bedroom Units</b>	<b>\$300,000.00</b>
<b>Grace Manor Affordable Housing Development – For-Sale Affordable Housing – 2820 W. 7<sup>th</sup> Street, Phase I – 10 Units, Phase II – 11 Units</b>	<b>\$853,046.00</b>
<b>Chester Community Improvement Project – Community Housing Development Organization (CHDO) Set-Aside for Grace Manor</b>	<b>\$111,536.00</b>
<b>Chester Community Improvement Project – CHDO Operating Expenses</b>	<b>\$16,855.00</b>
<b>Administration and Planning</b>	<b>\$33,711.00</b>
<b>Total HOME Budget</b>	<b>\$1,315,148.00</b>

**RESOLUTION**

**NO. 50 - 2024**

**THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:**

That it does hereby grant permission and authorize the issuance of a road opening permit to PECO for the installation of new natural gas services with the line extending 1200 feet within the City of Chester that will include the following:

1. Twenty-four (24) three feet by four feet (3'x 4') test holes on 24<sup>th</sup> Street from Chestnut Street to Upland Street; and
2. One (1) three feet by seven feet (3'x7') test hole on Walnut Street near the 24<sup>th</sup> Street intersection.

**FURTHER**, said permit is contingent upon PECO's compliance with all the conditions outlined by the City Engineer and performed in a manner that is satisfactory to City Council, specifically the following:

1. PECO performs a half mill and overlay on all road openings exceeding 100 feet or three (3) patches within 100 feet.
2. PECO provides appropriate traffic control measures to ensure continual operation of City Streets.
3. PECO obtains all required Road Opening Permits from the City as well as any other required permits.

**WE HEREBY CERTIFY** that this Resolution passed Council this 22<sup>nd</sup> day of May, A.D. 2024.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK