

 ORIGINAL

## POSSUM VALLEY MUNICIPAL AUTHORITY

609 CLEARVIEW ROAD  
ASPERS, PA 17304

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possumvalley@embarqmail.com

### Possum Valley Municipal Authority Conflict of Interest and Integrity Policy

As a recipient of Community Development Block Grant (CDBG) funds and other Federal and State grant funds through the Pennsylvania Department of Community and Economic Development (PA-DCED), Adams County, Possum Valley Municipal Authority, herein **grantee**, here and after in accordance with its contract integrity provisions, hereby implements the following:

- A. **GRANTEE** shall maintain the highest standards of honesty and integrity and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to GRANTEE or that governs contracting with the Commonwealth.
- B. **GRANTEE**, its affiliates, agents, and employees shall not influence or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 PA.C.S. §1101 et seq; the State Adverse Interest Act, 71 P.S. §7.151 et seq., or to breach any other state or federal law or regulation.
- C. **GRANTEE**, its affiliates, agents and employees shall not offer, give, agree or promise to give any gratuity to a Commonwealth official or employee, or to any other person at the direction or request of any Commonwealth official or employee.
- D. **GRANTEE**, its affiliates, agents, and employees shall not offer, give, agree or promise to give any gratuity to a Commonwealth official or employee, or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive, or any other published standard of the Commonwealth.
- E. **GRANTEE**, its affiliates, agents, and employees shall not, directly or indirectly, offer, convey, or agree to convey any pecuniary benefit on anyone as consideration for the decision; opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

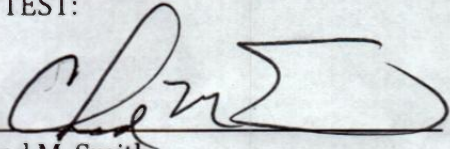
- F. **GRANTEE**, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the PA DCED, CDBG, or other Federal or State contract, except as provided in the contract.
- G. **GRANTEE** shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material for any PA DCED, CDBG, or other State or Federal Grant funded project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. **GRANTEE** shall disclose the financial interest to the Commonwealth as soon as any such interest is identified.
- H. **GRANTEE**, its affiliates, agents, and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, **GRANTEE** under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §67.101-3104, or other applicable law or as otherwise provided in the PA DCED CDBG, or other State or Federal Grant contract. Any information, documents, reports, data or records secured by **GRANTEE** from the Commonwealth of a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
- Approved in writing by the Commonwealth prior to its disclosure; or
  - Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - Necessary for purposes of **GRANTEE's** internal assessment and review; or
  - Deemed necessary by **GRANTEE** in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
  - Otherwise required by law.
- I. At any time **GRANTEE** has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, **GRANTEE** shall notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- J. Employees of the **GRANTEE** found to be in violation of this policy are subject to discipline, up to and including termination, as outlined in the Possum Valley Municipal Authority Employee Handbook and other Federal and State applicable laws.

K. For purposes of these **GRANTEE** Integrity Provisions, the following terms shall have the following meanings.

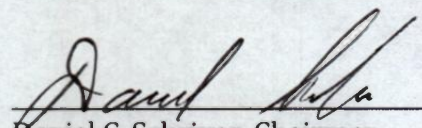
- **"Confidential Information"** means: information that
  - a) is not already in the public domain
  - b) is not available to the public upon request
  - c) is not or does not become generally known to **GRANTEE** from a third party without an obligation to maintain its confidentiality
  - d) has not become generally known to the public through an act or omission of **GRANTEE**; or
  - e) has not been independently developed by **GRANTEE** without the use of confidential information of the Commonwealth.
- **"Consent"** means: written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- **"Financial Interest"** means:
  - a) ownership of more than a five percent interest in any business; or
  - b) holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- **"Gratuity"** means: tendering, giving, or providing anything of more than nominal monetary value, including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 19080-18, 4 Pa. Code §7.153(b), shall apply.
- **"Immediate Family"** means: a spouse and any unemancipated child.
- **"Non-bid Basis"** means: a contract awarded or executed by the Commonwealth without-seeking bids or proposals from any other potential bidder or officer.
- **"Political Contribution"** means: any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance, or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

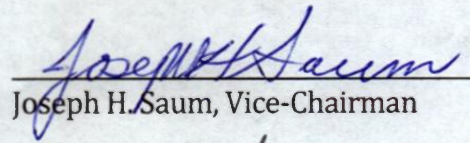
Adopted this 5<sup>TH</sup> day of MARCH, 2020.

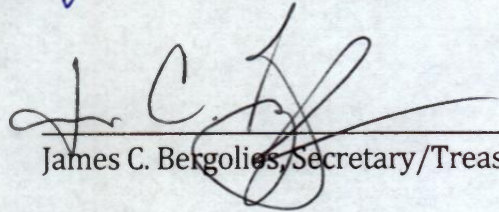
ATTEST:

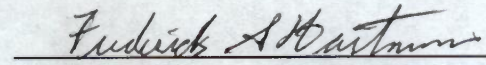
  
Chad M. Smith  
Possum Valley Office Manager

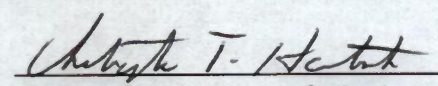
POSSUM VALLEY BOARD OF DIRECTORS

  
Daniel C. Schriver, Chairman

  
Joseph H. Saum, Vice-Chairman

  
James C. Bergolios, Secretary/Treasurer

  
Frederick G. Hartman, Assistant Secretary

  
Christopher T. Hartsock, Assistant Treasurer

