



COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY

October 15, 2014

Gary Zingaretti, Chairman
Bear Creek Township
3333 Bear Creek Blvd
Bear Creek Township, PA 18702

RE: Local Share Account Program
Grant \$225,000
Consolidated DPW Building

Dear Mr. Zingaretti:

I am pleased to inform Bear Creek Township (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held September 9, 2014, approved your application (*the "Application"*) for a grant in the amount of TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein.

The grant will be used for construction, site preparation, infrastructure, engineering and administration costs, associated with the Consolidated DPW Building (*the "Project"*) located in Bear Creek Township, Luzerne County, Pennsylvania.

This Grant offer is subject to the following conditions:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision enclosed as Exhibit A, a certificate of insurance, and performance and payment bonds.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 705-7256. Exhibit B provides additional information regarding the Pennsylvania Prevailing Wage Act.

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3. The Applicant must provide the CFA with satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
4. Once the Applicant has agreed to the terms of this commitment letter and the grant agreement, the Applicant may begin incurring costs associated with the Project as of the date of CFA approval, which is September 9, 2014.
5. The Applicant must comply with Local Share Account Program Guidelines, which may be viewed at www.newpa.com.
6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement, if applicable.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved Project without first obtaining the consent of the CFA in writing.
9. The Applicant must maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all Project work, and other relative data and records. Upon request of the CFA, the Applicant must furnish all data, reports, contracts, documents, and other information relevant to the project as may be requested.
10. The Applicant will comply with the reporting requirements detailed in Exhibit C, if applicable.

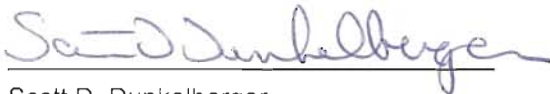
Exhibit D further describes the procedure to access the Local Share Account Program Grant funds after all of the necessary conditions are met.

This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning this original commitment letter along with the included grant agreement. Thereafter, this commitment shall be null and void. Our receipt of the signed commitment letter and grant agreement will constitute your authorization to incur costs for reimbursement back to the date of CFA approval as noted herewith.

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If you should have any questions regarding this grant, please contact Mandy Book, LSA Program Manager, Grants Division, PA Department of Community and Economic Development, at (717)787-6245.

Sincerely,




Scott D. Dunkelberger
Executive Director
Commonwealth Financing Authority

The terms and conditions set forth in this letter and its attachments are hereby agreed to and accepted this 24th day of OCTOBER, 2014.

ATTEST:

BEAR CREEK TOWNSHIP


Secretary

By 

(SEAL)

FEDERAL TAX IDENTIFICATION NUMBER

23-1893152

EXHIBIT A:

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Applicant (known herein as "Grantee") agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

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EXHIBIT B:

PENNSYLVANIA PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at www.dli.state.pa.us/laborlaw by clicking on the link to Prevailing Wage Act.

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-705-7256) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.dli.state.pa.us/laborlaw. From that webpage, click the links to Prevailing Wage or Prevailing Wage Act. You will see a link for "Online Prevailing Wage Application & Rate Search." Follow that link to Prevailing Wage Rates Determination Request Form to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

EXHIBIT C:

ACT 1 OF 2010 LOCAL SHARE ASSESSMENT REPORTING REQUIREMENTS

Pennsylvania counties and municipalities are required by Act 1 of 2010 to report to the Department of Community and Economic Development all distributions of local share assessments, such as funds received under the LSA Program, on an annual basis. The report must include:

- Amount and use of funds received by the municipality or county in the prior calendar year. This applies each year funds are disbursed from the grant.
- A description of how the funds were used; either deposited in a general fund or committed to a specific use or project. If specific use or project, a narrative is required.

To access the online reporting form and additional instructions, please visit: <http://www.newpa.com/find-incentives-apply-for-funding/local-share-assessment-reporting>.

Only one report will be submitted per municipality or county. All governmental authorities of a particular municipality or county (e.g. Redevelopment Authority, Industrial Development Authority, Water Authority, etc.) are required to coordinate and submit a singular report.

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EXHIBIT D:

LOCAL SHARE ACCOUNT PROGRAM - INSTRUCTIONS FOR RECEIVING GRANT FUNDS

As indicated in your Local Share Account Program Grant Commitment Letter, the grant award is contingent upon receipt and execution of documents as stated in your letter. Failure to accomplish this may result in the rescission of your Grant, as required by applicable law. Listed below are the steps you must follow.

GRANT AGREEMENT

Upon receipt, sign the grant agreement and commitment letter and return both as instructed in the cover letter. Once returned, the signature process requires approximately 45 days. One fully executed copy of the grant agreement will be returned to you with a copy of a payment request form for requesting payment.

PAYMENT REQUESTS

The CFA requires the Applicant to provide completed payment request forms to request reimbursement of any eligible costs after the full execution of the grant agreement. The payment request forms must indicate whether the costs have been "paid" or "incurred" at the time of request and be accompanied by invoices verifying the costs incurred for the Project. Submit to the CFA all executed construction contracts, which must include the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and any other documents required in the Grant Award Letter. Please note:

- Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.
- The Applicant agrees to provide public liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance and to name the CFA as a named insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.
- The Applicant may only request reimbursement for eligible, as outlined in the approved LSA Program Guidelines, and approved, as indicated by the approved Application budget and Appendix A, project costs.

Payment requests subsequent to the first must also be accompanied by invoices verifying costs. Final invoices must be submitted following the completion of the Project for **costs incurred prior to the end of the contract activity period**. Costs incurred after the activity period ends, are not eligible for reimbursement.

All payment requests and invoices must be submitted no later than 60 days after completion of all Project activities or the grant termination date, whichever comes first.

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