



Commonwealth Financing Authority
Harrisburg PA. 17120

October 8, 2010

Gary Zingaretti, Chairman – Board of Supervisors
Bear Creek Township
3333 Bear Creek Boulevard
Bear Creek Township, Pennsylvania 18702

RE: Local Share Account Program
Grant \$275,461
Culvert Replacement

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 15, 2010, approved your application (*the "Application"*) for a grant in the amount of TWO HUNDRED SEVENTY FIVE THOUSAND FOUR HUNDRED SIXTY ONE DOLLARS (\$275,461) (*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 costs, excavations/grading, engineering and administrative fees associated with the Culvert Replacement project (*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. The Pennsylvania Prevailing Wage Act (43 P.S. § 165-1 et seq.; 34 Pa. Code § 9.101 et seq.) may be applicable to this Project. If applicable, the Grant Recipient is responsible for including prevailing wage rates in all bid documents, specifications, and construction contracts pertaining to the Project. The Department of Labor and Industry (L&I) has final authority to make all prevailing wage applicability determinations. A copy of this letter is being forwarded to L&I for a formal determination of applicability of prevailing wage requirements.

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Please Note: Prevailing Wage requirements are generally applicable to grants for construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to final prevailing wage obligations should be directed to the Bureau of Labor Law Compliance at (800) 932-0665 or (717) 787-4671.

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 15, 2010.
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.

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

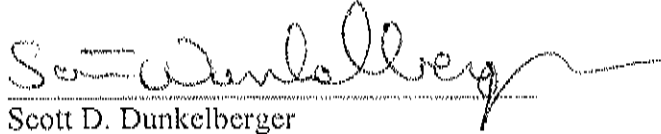
This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning this original commitment letter along with the included grant agreement. Thereafter, this commitment shall be null and void. Our receipt of the signed commitment 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) 787-7120.

Sincerely,

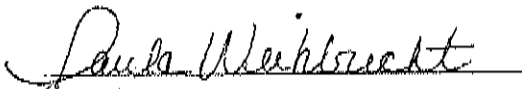


Scott D. Dunkelberger
Executive Director
Commonwealth Financing Authority

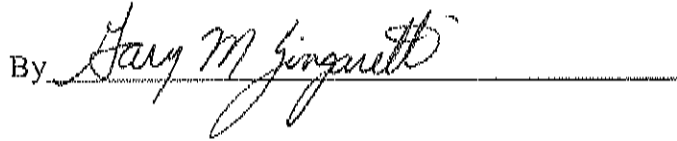
The terms and conditions set forth in this letter and its attachments are hereby agreed to and accepted this 15th day of OCTOBER, 2010.

ATTEST:

BEAR CREEK TOWNSHIP



Secretary

By 

(SEAL)

FEDERAL TAX IDENTIFICATION NUMBER

23-1893152

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EXHIBIT A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

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

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 of Funds

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.

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.

When you have submitted the required documents to this office, complete the payment request form following the instructions and sample provided and return it to this office. The payment request will take from 2-4 weeks to process.

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PAYMENT REQUESTS

The CFA requires the applicant to provide completed payment request forms and accompanying invoices verifying the costs incurred for the Project.

The Applicant will provide a payment request form requesting reimbursement of any eligible costs after the receipt of the fully executed grant agreement.

The Applicant should continue to submit payment requests. Each subsequent payment request must be accompanied by invoices verifying costs incurred. Final invoices must be submitted following the completion of the Project for **costs incurred prior to June 30, 2012. Costs incurred after June 30, 2012, are not eligible for reimbursement.**

The following are the procedures for submitting payment requests:

Step One

Prepare payment request form for submission to the CFA. To determine eligible costs, refer to the LSA Guidelines.

Step Two

Attach copies of all supporting invoices for costs listed on the payment request form. Invoices must be marked "Paid" or "Incurred."

NOTE: Fees for securing other financing, as well as interest charges on borrowed funds, are not eligible for reimbursement.

FINAL INSTRUCTIONS

All payment requests and invoices must be submitted no later than August 1, 2012.

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