

# Pennsylvania Energy Development Authority 2014 Financial Assistance Guidelines



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## Introduction

The Pennsylvania Energy Development Authority (PEDA) is offering approximately \$12.5 million in funding for clean, advanced energy projects, and for businesses interested in locating or expanding their alternative energy manufacturing or production operations in Pennsylvania. PEDA will consider projects such as the manufacturing of alternative energy or energy efficiency equipment or materials; the development and deployment of innovative, clean, advanced and efficient technologies; the generation of alternative energy or the production of alternative fuels; or the implementation of energy efficiency/demand side projects.

PEDA anticipates awarding approximately \$10 million of the \$12.5 million in available funding to support projects identified as Advanced Energy Projects described on page 2 of these guidelines, with an emphasis on renewable energy such as solar, wind, hydropower and biomass etc. If PEDA does not receive \$10 million in suitable Advanced Energy Projects, other eligible project types may receive this funding.

PEDA encourages the hiring of Pennsylvania contractors, suppliers, labor and minority, veteran, service-disabled veteran and women-owned businesses. Projects that support revitalization by reusing or redeveloping brownfields and previously developed sites in urban, suburban and rural communities are desired. PEDA encourages applicants to seek funding for clean, advanced energy projects which will provide backup power for critical operations.

This program is authorized by PEDA and Emergency Powers Act, Act of Dec. 14, 1982, P.L. 1213, No. 280, as amended, 71 P.S. § 720.1 et seq.; the Act of July 13, 2005, P.L. 213, No. 45, amending the Environmental Stewardship and Watershed Protection Act, 27 Pa. C.S. §§ 6101 et seq.; and through the settlement, approved by Order of Dec. 1, 2007, in Pennsylvania Public Utility Commission, et al. v. Duquesne Light Company (Docket Nos. R-00061346, R-00061346C0001, R-00061346C0002, R-00061346C0005 and R-00061346C0007).

## Key Considerations

- PEDA expects to fund projects that request grant or loan amounts of \$500,000 or less.
- Requests for amounts greater than \$500,000 will be considered but will require additional justification and special approval by the PEDA Board.
- No applications requesting grant or loan funds in excess of \$1 million will be accepted. See page 4 for more information on ineligibility.
- Approximately \$250,000 of the \$12.5 million in funding available is reserved for projects in the Duquesne Light Service Territory.
- Funded activities must be conducted entirely in Pennsylvania.
- Applicants may not have any outstanding obligations to the commonwealth, including payment of all state and local taxes, and may not have any unresolved environmental violations.
- PEDA grant applications are public information and subject to disclosure to the public upon request. Any information included in the grant applications that the applicant wishes the commonwealth to consider as proprietary must be submitted separately and must be clearly marked as proprietary.
- All projects must be in compliance with all applicable laws and regulations.

- PEDA may inspect any project financed with PEDA funds at any time and may compel a third-party audit of any project's financial transactions or compliance with grant or loan agreement terms.
- Applicants awarded a grant or loan will enter into an agreement with the commonwealth which includes in part the terms and conditions contained in Appendix C.
- Projects involving construction or installation of facilities require development of a long-term operation, maintenance and replacement plan to be included in the grant agreement.
- The period of performance for the project will begin upon the date of the award.

## **Eligibility**

### **A. Eligible Applicants**

The following entities are eligible to apply under this solicitation:

- Corporations, partnerships, limited liability companies, associations and other legal business entities;
- Non-profit corporations;
- Pennsylvania schools, colleges and universities; and
- Any Pennsylvania municipality and any public corporation, authority or body whatsoever.

### **B. Eligible Projects**

The following types of projects are eligible:

- Advanced Energy Projects
  - Projects which deploy: solar energy, wind, low-impact hydropower, geothermal, biomass, biologically derived methane gas including landfill gas, fuel cells, coal-mine methane, waste coal, coal liquefaction, coal polygeneration, integrated gasification combined cycle, and demand management measures including recycled energy and energy recovery, energy efficiency and load management
- Clean Alternative Fuels, Alternative Energy Manufacturing and Alternative Energy Research
  - Construction of new facilities to produce alternative fuels for transportation
  - Construction of new facilities to provide alternative fuels refueling infrastructure
  - Projects which support manufacture of component parts of the alternative energy sector
  - Projects which support research to advance or commercialize alternative energy projects

All eligible projects must include a research component directly related to alternative energy resources to be eligible for this solicitation.

The following types of projects are ineligible:

- Projects which are required by law or as a result of an environmental violation to obtain environmental compliance (components of a project which result in additional economic and environmental benefits beyond environmental compliance would be eligible). Projects that request PEDA funding to replace existing state or federal grant funds.

- Projects that purchase or convert vehicles to run on alternative fuels, including compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG) and others.

### **C. Eligible Uses of Funds**

Funding under this solicitation may be used by the applicant for some or all of the following types of project costs (please refer to Appendix B - *A Primer for Fitting Expenditures within Budget Categories*):

- Staff salaries and wages, and associated employee benefits for employees working directly on the implementation and construction of the project;
- Construction costs, including materials, equipment and labor;
- Contractual costs for design or construction of a project. Design costs are allowable only if they are a part of a project involving construction;
- Equipment costs for items directly related to the project costing greater than \$1,000 per unit which improve a property, building or facility and which have a lifespan of 20 years or more;
- Supplies, meaning individual items directly related to the project costing less than \$1,000 per unit. Supplies shall not exceed 10 percent of grant funds requested.

Ineligible uses of funds include, but are not limited to:

- Administrative costs;
- Salaries not directly related to the project;
- Equipment not directly related to the project;
- Supplies not directly related to the project;
- Travel;
- Legal fees;
- Costs associated with lobbying;
- Entertainment, food and clothing.

Projects awarded PEDDA grant funds having construction costs in excess of \$25,000 may be subject to Pennsylvania's Prevailing Wage Act requirements. For information about the applicability of Prevailing Wage, applicants should contact the Pennsylvania Department of Labor and Industry at 717-705-7256 or 800-932-0665 or visit the website at [www.dli.state.pa.us](http://www.dli.state.pa.us) . It is solely the responsibility of a grant recipient to ensure the act is followed if applicable.

As a condition of the Duquesne Light Settlement contribution to be administered by PEDDA, all projects utilizing Duquesne Light settlement funds must be located in the Duquesne Light service territory and/or must demonstrate a direct benefit the customers of Duquesne Light's service territory:

<http://www.duquesnelight.com/insideduquesnelight/AboutUs/ServiceAreaMap.cfm>

### **Application Evaluation Criteria**

- Applications will be reviewed by PEDDA and Department of Environmental Protection (DEP) staff. Recommendations for awards will be made to the PEDDA Board of Directors. PEDDA may call upon the Department of Community and Economic Development (DCED) or other outside technical experts to assist in the review process. The PEDDA Board of Directors will determine by vote whether to approve any and all applications.

The following criteria, and potentially others, may be used to evaluate applications:

- Technical and financial feasibility of the project; Project readiness and whether the applicant has demonstrated that it can complete the project within 24 months from date of award approval;
- The level of non-PEDA investment in the project;
- Quantity of alternative energy or alternative fuel generated or produced by the project or the amount of conventional energy saved or peak load reduced by the project;
- Number of jobs created by the project or the potential to create jobs;
- Level of support provided to a new business or venture engaging in the demonstration of new applications of or next phase clean advanced energy technology deployment with potential for widespread applicability in the state;
- Potential economic benefits for the state, which may be in the form of job creation, future growth potential, new investment, savings to consumers and/or revenue generation for other beneficiaries such as agricultural businesses, local governments or other landowners;
- Environmental benefits resulting from the project;
- Whether the project abides by the Keystone Principles (Found in Appendix A);
- Whether the applicant is a municipality with an Act 47 distress determination;
- Potential of the proposed project to make a significant contribution to alternative energy development or use;
- Whether the research component is sound and has the potential for the return of significant benefits relative to PEDA's mission.

Applications, and the projects that they describe, may be determined to be incomplete and as such ineligible for an award where the application or project:

- Is submitted by an ineligible applicant;
- Provides incomplete or inaccurate information;
- Requests grant funds in excess of \$1 million;
- Requests grant funds in excess of \$500,000 without submission of the additional justification form as required;
- Requests funds for activities which are conducted outside of Pennsylvania;
- Requests funding for an ineligible activity or project;
- Requests funding for an ineligible use of funds;
- Does not provide financial commitment documentation for all matching funding sources.

### **Grant Award and Loan Award Contract Conditions**

- Projects selected for funding will receive a letter from the PEDA Chairman or designee, addressed to the contact person specified in the application.
- Grant and loan awardees will be assigned a DEP project advisor and grantees may be required to meet with DEP staff to review contract requirements.
- After the announcement of a loan award, DEP will work together with the awardee and DCED to develop both a scope of work and a loan document.
- After the announcement of a grant award, DEP will forward a grant agreement to the recipient; grantees will be required to execute (sign) the grant agreement, including a detailed scope-of-work, project schedule, budget and other information.

- Applicants awarded a grant will enter into an agreement with the commonwealth which includes in part the terms and conditions contained in **Appendix C**.
- Grantees that have not had previous contracts or grant agreements with the commonwealth will be required to obtain a vendor identification number through the Vendor Data Management Unit, [www.vendorregistration.state.pa.us/cvmu/paper/GranteeRegistration.aspx](http://www.vendorregistration.state.pa.us/cvmu/paper/GranteeRegistration.aspx) (Non-Procurement Registration Link) and to submit a Form W-9, Request for Taxpayer Identification Number and Certification.
- Project activities may begin after the grant agreement has been awarded. However, **any cost incurred prior to receipt of an executed grant agreement are at the grantee's risk.**
- Grants will be paid on a reimbursement basis for costs expended.
- Grantees may seek reimbursement for costs expended after the grant award announcement and before the grant agreement is fully executed; however, PEDDA is not obligated to reimburse the grantee for any costs incurred before the grant is fully-executed.
- Costs incurred before the grant announcement are not eligible for reimbursement.
- DEP will make payment to the grantee based on review of the required Statement of Expenditures form, accompanying invoices, and adequate proof of payment documentation.
- DEP will not fund costs in excess of the requested grant amount.
- Grantees will be paid for funds expended only during the grant period of performance.
- Reporting and Statements of Expenditures:
  - The grantee must submit a monthly report, on the correct form, for the duration of the grant period; monthly reports are due to the DEP project advisor by the fifth of the month following the month that is being reported.
  - Grantees must ensure current Monthly Progress Report forms are on file with DEP for the periods covered by each Statement of Expenditures, as outlined in the grant agreement.
  - The grantee will use the report forms provided by DEP; these forms will be referenced in the grant agreement, but not attached to the grant agreement.
  - The grantee will be responsible for providing all the information required to complete the grant reports and Statement of Expenditures.
  - Grantees must submit a Final Report within 30 days of the completion of the grant.
  - Grantees will be required to submit a One-Year Follow-Up Report, including performance measures and jobs created or retained, one year after the project completion date.
- Completion of project:
  - The project must be completed as described in the grant agreement; modifications to the project will not be considered, except for limited scope and budget changes approved by DEP. Changes may include replacements of equal quality and function, and reallocation of funds within the budget, as long as the maximum contract dollar amount payable by DEP to the recipient is not exceeded.
  - All project invoices must be received no later than 60 days after project completion.
- Permits:
  - Grantees must secure all permits or approvals otherwise required for the project to proceed; this includes any permits required by DEP.

- If building permits are required for the project, copies of the permits shall be submitted prior to the first payment request; DEP will not make payments to the grantee prior to receiving a copy of the required permit; the final building inspection report must be signed, and a copy must be submitted to DEP, before the grantee applies for final payment.
- Grantees must comply with all applicable laws and local ordinances including local, state and federal requirements in the implementation of the project.
- Accounting and financial controls:
  - Grantees must properly manage and account for funding received; a complete spending record for all expenditures will be required, including invoice receipts, logs of record and other properly certified documents.
  - Matching funds provided by the applicant must be spent during the grant period of performance; no credit will be given for funds spent prior to the grant period of performance; matching funds must correspond to eligible categories as outlined in the project budget; documentation will be required for matching funds as well as grant funds.
  - All funding must be spent in accordance with the spending plan included in the grant agreement; DEP reserves the right to terminate the project and/or recover funding from grant recipients that the department determines are either not performing or not properly managing the funding, as per the conditions of this PEDA solicitation or the grant agreement.
  - If the actual total project expenditures are less than described in the spending plan DEP reserves the right to reduce the amount of the PEDA grant funds to be reimbursed to the grantee.
  - Extensions will not be granted, unless the department concludes it to be necessary by determination or request.
  - Requests for extensions to the grant period of performance must be received 30 days prior to the end date of the period of performance on a DEP Change Scope, Change Budget or Extension Request form; A Change Scope, Change Budget or Extension Request form may be obtained from the grant project advisor.
  - DEP reserves the right to inspect projects financed with PEDA funds and to audit or require a third-party audit of any project's financial transactions or compliance with grant agreement terms.
  - PEDA grant proposals are public documents and subject to disclosure to the public; any information included in the grant proposal that the applicant wishes the commonwealth to consider as proprietary must be on a separate sheet of paper and must be clearly marked as proprietary.
  - Grantees shall insure where necessary that construction projects with a cost in excess of \$25,000, which may be subject to Pennsylvania's Prevailing Wage Act requirements, are paid appropriate wages commensurate with the act.



## **Application Submission, Deadline and Fees**

Applications will be received anytime after the grant opening date of June 14, 2014 until the application deadline of Aug. 15, 2014 at 4 p.m. Applications must be submitted, along with all required attachments, via the environmental eGrants system. Submit a check payable to “Commonwealth of Pennsylvania” in the amount of \$150.00. Write your web application ID number on the check, and attach it to a copy of the eGrants System Cover Sheet. Mail the check and the cover sheet to:

DEP Grants Center PEDA  
Rachael Carson State Office Bldg.  
P.O. Box 8776  
Harrisburg, PA 17105-8776

Emails, hard copy mailings, or faxes will not be accepted. Applications submitted after the closing date will not be considered.

## DEP CONTACTS

### **Project-Related Inquiries (Regional Offices):**

#### **North-central Region: Michele Ferguson – 570-327-3636**

(Counties: Bradford, Cameron, Clearfield, Centre, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Sullivan, Tioga and Union)

#### **Northeast Region: Janet Warnick – 570-826-2511**

(Counties: Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne and Wyoming)

#### **Northwest Region: Geoff Bristow – 814-332-6681**

(Counties: Butler, Clarion, Crawford, Elk, Erie, Forest, Jefferson, Lawrence, McKean, Mercer, Venango and Warren)

#### **South-central Region: Mark Hand – 717-705-4703**

(Counties: Adams, Bedford, Berks, Blair, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry and York)

#### **Southeast Region: Heather Cowley – 484-250-5900**

(Counties: Bucks, Chester, Delaware, Montgomery and Philadelphia)

#### **Southwest Region: Maggie Hall – 412-442-4137**

(Counties: Allegheny, Armstrong, Beaver, Cambria, Fayette, Greene, Indiana, Somerset, Washington and Westmoreland)

### **For Statewide Projects:**

#### **Project-Related Inquiries (Central Office):**

#### **David Althoff – 717-783-8411**

Questions regarding the Financial Assistance offering may be directed to PEDA at the above number or by email at [RA-PEDA@pa.gov](mailto:RA-PEDA@pa.gov).

### **Grants Processing, Application Submission and Deadlines:**

#### **eGrants Help Desk – 800-326-7734 or [dcnr-grants@state.pa.us](mailto:dcnr-grants@state.pa.us)**

Questions regarding the online eGrants application system, or for assistance troubleshooting issues with the system, please contact the eGrants Help Desk.

## PA Energy Development Grant Program eGrants Application Step-by-Step Guide

Go to [www.grants.dcnr.state.pa.us](http://www.grants.dcnr.state.pa.us)

Click on **Log in/Register** and create a **User Account**.

Click on *Find a Grant* on the left navigation bar.

Scroll down to **PA Energy Development Grant** and click on **Apply for this Grant**.

Complete the **Standard Application for Grant Funds**.

Download and complete project-specific forms: **Project Description, Supplemental Application Information, Summary of Measurable Results, Budget Summary, Additional Funding Justification and Detailed Budget Worksheet**.

Upload all required forms and attachments.

Submit completed application. Plan to submit before the deadline to allow time for the system to verify the completeness of the application and to allow time for the final certification step.

### Applicant Profile Section

Applicant Legal Name:	[Required] Use the legal name of the entity applying for the grant or loan. Must be the same as the name used to register for an SAP Number.
Fed Employer ID Number:	[Required] Self-explanatory.
SAP Vendor Number:	[Required] Call the Payable Services Center at 717-346-2676 (Harrisburg area) or 877-435-7363 (toll free) for questions about or to get an SAP Number. If the applicant does not have one, they may enter ones or nines. If awarded a grant, the applicant will be required to register as a Non-Procurement Vendor at <a href="http://www.vendorregistration.state.pa.us/CVMU/Paper/Default.aspx">www.vendorregistration.state.pa.us/CVMU/Paper/Default.aspx</a> and an SAP number will be issued.
Organizational DUNS:	[Required] PEDA applicants <i>do not</i> require a DUNS number but this field must be filled in for eGrants. Enter 000000000 (9 zeros) if applicant does not have a DUNS number.
Department/Bureau Name:	[Not Required] Department or Bureau of Applicant that is applying for the grant if applicable.
Division/Office Name:	[Not Required] Division or Office of the above Department or Bureau if applicable.
Address:	[Required] Address MUST match the address associated with the SAP number.

### Applicant Type Section

Applicant Types:	[Required] Check any Applicant Types that apply to the organization.
Nonprofit Information:	[Not Required]

**Project Coordinator**

[Required] This is the primary contact for the application and project.

**Project Information – General**

Project Title: [Required] Please give the project a descriptive title of fewer than 10 words. Please use this title for all correspondence regarding this project.

Project Start and End Date: [Required] Projects must be completed within 24 months of award date.

Commonwealth Adviser: [Not Required] Not applicable.

Advisor Agency: [Not Required] Not applicable.

Statewide Project: [Required] Indicate whether or not the project is statewide.

Project Scope: [Required] Limited to 500 characters.

Project Narrative: [Required] Attach a detailed Project Description Form (see instructions below). Use the form provided.

Project Type: [Required] Select the project type that best corresponds to the project.

**Budget Information**

Name of Match Source: [Required] Match can only include items listed in #6 in Appendix B of the guidelines, Primer for Fitting Expenditures within Budget Categories. Match cannot include funds or in-kind services provided by DEP.

Total Grant Amt. Requested: [Required] Provide the total amount of funding, to be disbursed via a loan or a grant that the applicant is requesting.

**Project Location (add as many site locations as needed)**

Location Name: [Required] Enter a brief 15 character name, e.g. “Town Hall”

Address Block: Fill out all required information. The project site information should reflect the physical project location.  
Select county as appropriate for the location.  
Select municipality as appropriate for the selected county;  
Select Pennsylvania House and Pennsylvania Senate district of applicant.

Mapping Information: [Not Required]

Attachments: [Not Required]

## **Download Forms**

Download the available forms. Then complete them and save them on the computer.

Project Description	[Required]
Supplemental Application Information	[Required]
Summary of Measurable Results	[Required]
Budget Summary	[Required]
Additional Funding Justification	[Conditional; Required for Grant Requests Greater than \$500,000]
Detailed Budget Worksheet	[Required]

## **Upload Attachments**

Attachments: [Required] Click on **Browse...** for each file that is required to be uploaded and locate complete the form. Click on **Upload this file.** Upload the files one at a time. Ensure files are not open on the computer when uploading them.

**NOTE: It is required for this grant program that the applicant must upload ALL attachments for the submission of this application, including letters documenting commitment of matching funds. No hard copy or emailed materials will be accepted. Confirm that the correct files have been uploaded before submitting the application.**

Project Description: [Required] Provide a detailed project description on the Project Description Form focusing on the following items (refer to “Application and Evaluation Criteria” as a guide regarding the appropriate information to include):

The Project Description must include:

1. Goals and Objectives: Describe the project’s goals and objectives, including energy, economic and environmental benefits.
2. Business Plan: Applicants must show their ability to complete the project through a written business plan as well as show their need for funding through economic analysis and demonstration of cost-effectiveness. These elements should be provided in a concise manner that relates directly to the project.
3. Environmental and Energy Benefits: Applicants should include a clear description of expected environmental and energy benefits. Such enumeration of benefits should include careful estimates and calculations. Estimates and calculations include the economics (e.g., the cost per unit of energy) and the

environmental improvements (e.g., pounds of pollutant reduction). Provide information and data to demonstrate the project's potential payback. Emphasis should be placed on reductions in air and water pollutants. There are many websites that can help you determine the environmental benefits of reducing conventional energy use.

4. Research Component: Applicants must show whether the research component of the project is sound and has the potential for the return of significant benefits.

5. Need for the Grant: Applicants should identify the problem or need the proposal is intended to address. Explain why the problem or need exists, and how the proposal addresses the problem or need. Explain why the proposal should be funded, and elaborate on its cost-effectiveness and environmental and energy benefits. Provide literature references where appropriate.

6. Economic benefits: Applicants should identify the economic benefit of the project. Potential benefits such as savings to consumers, revenue generation for the state and job creation. Such enumeration of benefits should include careful estimates and calculations.

7. Collaborations: Applicants should identify any other organizations that will help to complete the project and specify the nature of their participation. Discuss in-kind services or match contributions.

8. Work Plan with Schedule: Applicants should provide an implementation schedule identifying sub-tasks, schedule for their completion, and naming parties responsible for their accomplishment. If DEP or other permits will be required, include a schedule for applying and receiving these permits in the work plan.

9. Equipment Disposition: If applicable, Applicants should describe how property or equipment acquired with PEDA funds will be disposed of or converted for continued use. The grantee agrees that, for the term of the period of performance, including any extensions thereto, the grantee will not lease, sell, transfer or assign any and all property and/or equipment, whether real or personal, that is purchased in whole or in part with grant funds provided by DEP. The grantee agrees to obtain the prior written approval of DEP prior to leasing, selling, transferring or assigning such property and/or equipment, in whole or in part, during the period of performance, including any extensions thereto.

Supplemental Application Information: [Required]

Select Loan or Grant: Select the appropriate check box if requesting a loan or a grant.

Select Project Type: Select whether the project is an Advanced Energy Project or a Clean Alternative Fuels, Alternative Energy Manufacturing and Alternative Energy Research project.

Outstanding Obligations: Confirm that the applicant has no outstanding obligations to the commonwealth. If there are outstanding obligations, please describe the nature and status in project narrative.

Unresolved Compliance Issues: Confirm that the applicant has no unresolved compliance issues with DEP. If there are compliance issues, please describe the nature and status in the project narrative.

DEP Staff: Provide the name of the DEP staff person with whom the applicant discussed their application, if applicable.

DEP Webinar: Indicate whether the applicant participated in a DEP webinar related to the PEDDA program.

Building Permits: Indicate whether any federal, state or local permit(s) will be required for the project.

Other Funding Sources: Indicate other sources of funding applied for and the anticipated award dates, if applicable. Indicate other sources of funding awarded and the award date, if applicable.

Other Potential Funding: Indicate whether DEP is permitted to share this proposal with other potential public or private funding sources.

Federal Funding: Indicate whether the applicant will accept federal funding for this project if it becomes available.

Keystone Principles: Indicate if the project abides by the Keystone Principles as described in the PA Energy Development Authority Grant Program Guidelines, Appendix A.

Distressed Communities: Indicate whether the applicant or an aggregated partner is itself designated as a distressed municipality pursuant to the Municipalities Financial Recovery Act 47 of 1987 (53 P.S. 11701.101 et seq.)

Project Duration: Identify the project duration in months. NOTE Project period of performance cannot be greater than 24 months.

PA Economic Development Measures: Identify whether or not the manufacturer(s), installers(s) and/or the supplier/dealer(s) of the project components/equipment are located in Pennsylvania. If yes, list the name and address of each.

Summary Statistics: Provide the expected energy, economic and environmental results or benefits and define measures of success in quantitative terms in the Proposed Annual Project Summary Statistics tables.

Summary of Measurable Results

[Required] Provide an explanation of how the values provided in the Supplemental Application Information form were calculated. Refer to and attach other documents, such as spreadsheets, PDFs and other files under Additional Attachments. Name and describe any attached files in this document (e.g. environmental benefit data, see “environmental benefit data.xls” attached under Additional Attachments).

Detailed Budget Information:

[Required] Complete the Budget Summary and Detailed Budget Information Worksheet included with the application form. The worksheet included as part of the application form must be used. Please include sheets that provide additional clarification. The worksheet must be completed in full; and the Detailed Budget Information Worksheet must be consistent with the Budget Summary. The Detailed Budget Information Worksheet is intended to support, and provide detail to the budget summary. Please provide sufficiently detailed budget information to illustrate the cost effectiveness of the proposal.

Only monies being requested of the PEDA are included under the heading of “Grant or Loan Request” on the Budget Summary and items 1-5 on the Detailed Budget Worksheet. Matching funds are to be placed in the second column of the Budget Summary and the source of any matching funds identified on part 6 of the Detailed Budget Worksheet. All in-kind and cash match contributions must be substantiated by commitment letters. Match cannot include funds or in-kind services provided by DEP. All match funds must be expended during the period of performance. Funds expended prior to the period of performance cannot be claimed as match.



All costs incurred directly should be identified in the Detailed Budget worksheet in items 1-5.

Refer to Appendix B of the Guidelines for detailed descriptions of all allowable costs.

**Additional Funding Justification:**

[Conditional] The Additional Funding Justification form is required to be completed for any project requesting greater than \$500,000 in funding.

Provide a detailed description of the additional justification. At a minimum, provide a response to each of the following items:

1. Describe all key attributes of the project such that it should be considered for the funding in excess of \$500,000.
2. Specify items in the grant or loan request budget which increases your grant or loan request over \$500,000. Describe the importance of those budget items to the success of the project as well as the additional benefits they would create (i.e. describe what may not be achieved, including anticipated outcomes, energy performance, jobs, and environmental benefits by the project if PEDDA did not include in an award the additional funding over \$500,000).
3. Describe the financial need, financial status and ability to complete the project if the additional funds are awarded.
4. Describe in detail all efforts the applicant has undertaken to obtain the additional funding and the outcome of those efforts. Explain any conditions regarding the ability to apply for and accept other sources of funding, state or federal funds, grants, loans or otherwise in addition to or in lieu of PEDDA funds, if the availability of such funding is identified.
5. If only awarded a \$500,000 grant award would the applicant accept the amount and complete the project as described in the project description and budget documents? Please describe in detail how the applicant would accomplish this.
6. If only awarded a \$500,000 grant award (or less) would the applicant be able to scale the project so as to complete the project commensurate with the award? Please describe how the applicant would accomplish this in detail.

7. If awarded the full amount of the request, would the applicant accept a loan for a portion of the amount requested instead of a grant? Please describe why or why not in detail.

Letters of Commitment: [Required] Attach any letters of financial commitment for all funding sources. This includes all third party funding and commitment of match funding from the applicant. These must be uploaded as attachments to the electronic application; hardcopies will not be accepted.

Add more Attachments: Browse for any additional files the applicant would like to submit and upload these files. Ensure files are closed on the computer before attempting to upload them. After uploading, confirm that the uploads were successful and that the correct documents were uploaded.

### **Certification**

Authorized Organizational Rep: [Required] Certification must be made by the appropriate person authorized to represent the applicant.

**Note: Certification occurs after the applicant has finished the application and the system has verified that the application is complete. Please allow time for this step to ensure that the applicant is able to submit the application prior to the deadline.**

Certification: Check the box stating that an executive officer agrees to the terms stated.

Submit Application: Ensure all information is complete and accurate. Click the **Submit this Application** button.

Application Fee: Submit a check payable to "Commonwealth of Pennsylvania" in the amount of \$150.00. Write the web application ID number on the check, and attach it to a copy of the eGrants System Cover Sheet. Mail check and the cover sheet to:

DEP Grants Center PEDA  
Rachael Carson State Office Bldg.  
P.O. Box 8776  
Harrisburg, PA 17105-8776

For questions or problems with the eGrant application please contact DEP and DCNR's Grants Customer Service Center at 800-326-7734. For AFIG specific questions, contact the appropriate individual listed on the DEP Contacts Page.



COMMONWEALTH OF PENNSYLVANIA



# Standard Application for Grant Funds

## eGrants Grants Online

Grants Customer Service Center  
1-800-326-7734

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5/2014

### Application Information (for internal use only)

**Type of Submission: (check one)**

- Preapplication
- Application
- Changed/Corrected Application

**Type of Application**

- New
- Continuation
- Revision

**If Revision, check all that apply**

- Change in Scope
- Change in Award Amount
- Change in Time

### Grant Program Opportunity

[Insert Grant Program Opportunity]

### Applicant Information

Applicant Legal Name:\*

Federal Employer ID Number:\*

SAP Vendor Number:\*(If you do not have or do not know if you have an SAP Vendor Number, call 1-866-775-2868 (toll free) for assistance.)

Organizational DUNS:

**Applicant Organizational Unit:**

Department / Bureau Name:

Division / Office Name:

**Applicant Address:\*** (Must match the SAP Vendor Address)

Street 1:	
Street 2:	
City:	
State:	
Zip:	
Municipality:	
County:	

**Type of Applicant:\*** (Check all that apply. Refer to grant program guidelines for applicant eligibility.)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Federal Government             | <input type="checkbox"/> Higher Educational Institution                               | <input type="checkbox"/> Volunteer Fire Organization |
| <input type="checkbox"/> State Government               | <input type="checkbox"/> Other Educational Institution                                | <input type="checkbox"/> Individual                  |
| <input type="checkbox"/> County or Municipal Government | <input type="checkbox"/> Non-profit with 501(c)3 IRS Status                           | <input type="checkbox"/> Other                       |
| <input type="checkbox"/> Prequalified Land Trust        | <input type="checkbox"/> Non-profit without 501(c)3 IRS Status                        |  |
| <input type="checkbox"/> For Profit Organization        | <input type="checkbox"/> Non-profit with PA Bureau of Charitable Organizations Status | Specify Other:                                       |

**Non-profit Information:** (Refer to grant program guidelines for required non-profit information.)

<b>501(c)3 Information:</b>		<b>PA Bureau of Charitable Organizations Information:</b>	
Organization Name:		Organization Name:	
Registration Number:		Registration Number:	
Approval Date:		Expiration Date:	

**Local Project Coordinator:**\* (Name and contact information of person to be contacted on matters involving this project.)

Prefix (Mr., Ms., Dr., etc.):		Telephone Number: (daytime):	
First Name:		Telephone Extension:	
Middle Initial:		Fax Number:	
Last Name:		Email:	
Suffix (Jr., Sr., etc.):			
Title:			
Organization (if different than applicant):			

**Project Information**

Project Title:*	
Start Date:	End Date:
Commonwealth Adviser Name:	Adviser Agency:
Is this a Statewide project?* <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Scope:* (Enter a brief description of the overall project - less than 500 characters.)	
Project Narrative:* (Attach a project narrative to this application. Refer to grant program guidelines for required narrative information.)	
<b>Project Type:*</b> (Select only one that best describes your project.) <input type="checkbox"/> Advanced Energy <span style="margin-left: 200px;"><input type="checkbox"/> Clean Alternative Fuels, Alternative Energy Manufacturing, and Alternative Energy Research</span>	

**General Grant Budget:**\* (Attach additional pages if more than six match sources)

List Local Match sources and cash and/or non-cash amounts below; (Refer to grant program guidelines for required eligible match.)

<i>Name of Match Source</i>	<i>Cash Amount</i>	<i>Pending (P) or Secured (S)</i>	<i>Non-Cash Value</i>	<i>Pending (P) or Secured (S)</i>
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
Total of Local Cash and Non-Cash Match	\$			
Grant Amount Requested				\$
Total Project Cost (Local Match plus Grant Amount)				\$

**Application Signature**

By signing this application, I certify that I am authorized to sign on behalf of the applicant and that the information I have provided in the application is accurate and complete to the best of my knowledge, information and belief.

\*\* I Agree

Authorized Representative:\* (Check grant program guidelines for required authorized representative information.)

Prefix (Mr., Ms., Dr., etc.):		Telephone Number: (daytime)	
First Name:		Telephone Extension:	
Middle Initial:		Fax Number:	
Last Name:		Email:	
Suffix (Jr., Sr., etc.):			
Title:			

Signature of Authorized Representative

Date Signed

\_\_\_\_\_

SAMPLE



Standard Application for Grant Funds



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5/2014

**Application Information**

Applicant Legal Name:\*

Project Title:\*

**Project Site Information (Attach additional form copies for multiple sites)**

Project Site Address:

Street 1:*	
Street 2:	
City:	
State:	PA
Zip:	
County(ies):*	
Municipality(ies):*	
Go to <a href="http://www.legis.state.pa.us">www.legis.state.pa.us</a> to find your Pennsylvania legislative districts.	
PA House District Number(s):*	
PA Senate District Number(s):*	
U.S. Congressional District Number(s):	
Is the Property Leased?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Property Owner Name:	

GIS Information: (Not all grant opportunities require this information. Check the grant program guidelines for project site requirements.)

Latitude:	
Longitude:	
Acreage (if applicable):	
Length in Miles (if applicable):	
Parcel Number (if available):	

**Mapping Information**

Attach an 8 1/2" x 11" color copy that clearly outlines the Project Area. The map must include longitude and latitude coordinates, street names and intersections with sufficient detail to locate the project site (see the example to the right).

Maps can be created in Google Earth, Microsoft Virtual Earth, GIS, or other mapping applications that display accurate site locations that eGrants can reference.

For mapping linear or large-landscape projects (e.g. trails, greenways, or watershed studies) where the project does not fit on an 8 1/2" x 11" format, please use alternative mapping techniques that show the entire project area. Please provide logical beginning/ending points and trail mileage for all projects.

If possible please attach a CD or DVD containing an ESRI shape file for the project location or the parcel layer for the project from your County Tax Office.



Indicate the Project Location with a boundary and print out in color, including the aerial photography displaying street names, intersections, and longitude and latitude coordinates as displayed above.



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COMMONWEALTH OF PENNSYLVANIA

Project Description  
2014 PEDA Financial Assistance  
Program



DEP

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\*Indicates required information

**Application Information**

Web Application ID:\*

Applicant Legal Name:\*

Project Title:\*

**Project Description**

**Instructions: Provide a detailed project description as described in the Step-by-Step Guide included in the Pennsylvania Energy Development Authority Financial Assistance Guidelines**

SAMPLE



Grants Customer Service  
Center  
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COMMONWEALTH OF PENNSYLVANIA

Supplemental Application Information  
PA Energy Development Financial  
Assistance Program



\*Indicates required information



eGrants - Grants Online  
[www.dcnr.state.pa.us/grants](http://www.dcnr.state.pa.us/grants)

**Application Information**

Web Application ID:\*

Applicant Legal Name:\*

Project Title:\*

**Supplemental Application Information**

Select Loan or Grant  
 Loan  
 Grant

Select Project Type  
 Advanced Energy Projects  
 Projects which deploy: solar energy, wind, low-impact hydropower, geothermal, biomass, biologically derived methane gas including landfill gas, fuel cells, coal-mine methane, waste coal, coal liquefaction, coal polygeneration, integrated gasification combined cycle, and demand management measures including recycled energy and energy recovery, energy efficiency, and load management.  
 Clean Alternative Fuels, Alternative Energy Manufacturing, and Alternative Energy Research  

- o Construction of new facilities to produce alternative fuels for transportation
- o Construction of new facilities to provide alternative fuels refueling infrastructure
- o Projects which support manufacture of component parts of the alternative energy sector
- o Projects which support research to advance or commercialize alternative energy projects

Does applicant have any outstanding obligations to the commonwealth?  Yes  No

Does applicant have any unresolved compliance issues with DEP?  Yes  No

Please provide the name of the DEP staff person with whom you discussed your application, if any:  
 \_\_\_\_\_

Did you participate in a DEP webinar related to the PEDAs program?  Yes  No

Does this project require a building permit?  Yes  No  
 If so, and a copy of a permit has been received, include it as an Attachment. If a permit has not been received, it will need to be submitted to DEP prior to request for payment.

Has this proposal been submitted to another source for funding?  Yes  No  
 Name of other source and anticipated award date: \_\_\_\_\_

Has this proposal been awarded another source of funding?  Yes  No  
 Name of other source and award date: \_\_\_\_\_

May DEP share this proposal with other potential public or private funding sources?  Yes  No

Would the applicant accept federal funding to complete the project, if available?  Yes  No

The project will abide by the Keystone Principles as described in Pennsylvania Energy Development Authority Grant Program Guidelines.  Yes  No

Identify the project duration in months \_\_\_\_\_

**Please note: Project period of performance cannot be greater than 24 months.**



Pennsylvania Economic Development Measures		
	YES/No	If yes, list name and address
Is the manufacturer of the project components / equipment in Pennsylvania?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the installer of the project components / equipment in Pennsylvania?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the supplier/dealer of the project components / equipment in Pennsylvania?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Indicate the Proposed Annual Project Summary Statistics your project will return when completed. Applicants should enter as much data as possible. Must be consistent with detailed statistics provided in the detailed project description.

Estimated Energy Performance outcomes of the project(s)

**A. Energy and Fuel Savings as a result of project deployment.**

<i>(Insert more rows if necessary)</i>	Specify Type	Quantity	Quantity Produced over Lifetime of Project
electricity saved		Kwh/yr	Kwh
liquid fuel saved		Gals/yr	Gals
solid fuel saved		Tons/yr	Tons
gaseous fuel saved		Mcf/yr	Mcf

**B. Energy and Fuel Generation as a result of project deployment.**

<i>(Insert more rows if necessary)</i>	Specify Type	Quantity	Quantity Produced over Lifetime of Project
electricity generated		Kwh/yr	Kwh
liquid fuel generated		Gals/yr	Gals
solid fuel generated		Tons/yr	Tons
gaseous fuel generated		Mcf/yr	Mcf

**C. Energy Saving or Generating Components manufactured, sold or deployed in PA**

<i>(Insert more rows if necessary)</i>	Specify Type	Quantity
Units/components manufactured		
Units/components sold		
Units/components deployed		

**D. Cost Saving and Economic benefit as a result of project deployment.**

1. Energy/fuel cost savings (\$/yr)	_____
2. Energy/fuel cost savings over life of project (\$).	_____
3. Energy/fuel generation/production Value (\$/yr)	_____
4. Energy/fuel generation production value over life of project (\$)	_____
5. Value of units/energy components manufactured, sold or deployed in PA (\$/yr)	_____
6. Value of units/energy components over life of project (\$)	_____
7. Revenue generated (\$/yr)	_____
8. Revenue generated over life of project	_____

<b>E. Other economic development benefits</b>		
1. Savings to Pennsylvania consumers (\$/yr)		_____
2. Revenue generated for other Pennsylvania companies and beneficiaries (\$/yr)		_____
3. Revitalization of Communities or blighted properties (#acres)		_____
4. Revitalization of Communities or blighted properties (building sq. footage)		_____

Environmental Benefit Data: If applicable, provide the answers to the following statements in the format of a table. Add additional rows if necessary. Fill in all blanks. Enter NA if not applicable.

<i>(Insert more rows if necessary)</i>	<b>Specify Type</b>	<b>Quantity</b>
Air pollutant reduced	NO <sub>x</sub>	(lbs/yr)
Air pollutant reduced	SO <sub>x</sub>	(lbs/yr)
Air pollutant reduced	CO <sub>2</sub>	(lbs/yr)
Air pollutant reduced	Hg	(mg/yr)
Air pollutant reduced		(lbs/yr)
Water pollutant reduced		(lbs/yr)
Water pollutant reduced		(lbs/yr)
Water conserved as a result of the Project		(gals/yr)
Solid residual or hazardous waste reduced – not disposed of per year		(lbs/yr)
Solid residual or hazardous waste reduced – not disposed of per year		(lbs/yr)
Number of PA Citizens directly educated		(persons/yr)

Estimated Job Creation Measures

**A. Jobs directly created – number of temporary and permanent jobs created by the project and for how long (# years). Add more rows if needed.**

<b>List Job (Full-time/part-time temporary/permanent)</b>	<b>Type (Describe)</b>	<b>Duration (# years)</b>

Is the applicant (or do the project partners include) a distressed Act 47 municipality?  Yes  No  
 If so, please identify the municipality: \_\_\_\_\_



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COMMONWEALTH OF PENNSYLVANIA

Summary of Measurable Results  
2014 PEDDA Financial Assistance Program

**eGrants**

Grants Online

\*Indicates required information



DEP

eGrants - Grants Online  
[www.dcnr.state.pa.us/grants](http://www.dcnr.state.pa.us/grants)

**Application Information**

Web Application ID:\*

Applicant Legal Name:\*

Project Title:\*

**[Summary of Measurable Results]**

SAMPLE



Grants Customer  
Service Center  
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COMMONWEALTH OF PENNSYLVANIA

Budget Summary  
2014 PEDA Financial Assistance Program



Grants Online  
\*Indicates required information



eGrants - Grants Online  
[www.dcnr.state.pa.us/grants](http://www.dcnr.state.pa.us/grants)

**Application Information**

Web Application ID:\*

Applicant Legal Name:\*

Project Title:\*

**[Budget Summary]**

For grant requests greater than \$500,000, applicants must complete the Additional Funding Justification form.

Category	Grant or Loan Request (from DEP)	+	Match (from Applicant)	=	Project Cost (Total)
Salaries/Benefits		+		=	
Equipment and Supplies		+		=	
Contractual		+		=	
Construction		+		=	
Other		+		=	
<b>Total for each column:</b>					



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COMMONWEALTH OF PENNSYLVANIA

Additional Funding Justification  
2014 PEDAF Financial Assistance  
Program



DEP

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[www.dcnr.state.pa.us/grants](http://www.dcnr.state.pa.us/grants)

eGrants

Grants Online

\*Indicates required information

**Application Information**

Web Application ID:\*

Applicant Legal Name:\*

Project Title:\*

**Additional Funding Justification Form**

**Instructions:** Requests for grant or loan funds in excess of \$500,000 must provide additional justification as required by the Pennsylvania Energy Development Authority Financial Assistance Guideline Instructions

SAMPLE



Grants Customer Service Center  
1-800-326-7734

COMMONWEALTH OF PENNSYLVANIA

Detailed Budget Worksheet  
2014 PEDA Financial Assistance  
Program



\*Indicates required information



eGrants - Grants Online  
[www.dcnr.state.pa.us/grants](http://www.dcnr.state.pa.us/grants)

Application Information

Web Application ID:\*

Applicant Legal Name:\*

Project Title:\*

Detailed Budget Worksheet

For grant or loan requests greater than \$500,000, applicants must complete the Additional Funding Justification form.

1. SALARIES/BENEFITS

INDIVIDUAL	POSITION	HOURLY RATE	HOURS	BENEFITS	TOTAL COST
<b>TOTAL SALARIES/BENEFITS</b>					

**2. EQUIPMENT and SUPPLIES (Non-Construction-Related Costs)**

ITEM	QUANTITY	COST PER ITEM	TOTAL COST
<b>TOTAL EQUIPMENT &amp; SUPPLIES</b>			

**3. CONTRACTUAL**

**A. CONTRACTOR SALARIES (List billing rate by task. Salary ranges are not acceptable, see instructions)**

TASK	CONTRACTOR	HOURLY RATE	HOURS	BENEFITS	TOTAL COST
<b>TOTAL CONTRACTUAL SALARIES</b>					

**B. OTHER CONTRACTUAL EXPENSES**

ITEM	COST
Permitting Application Fees (List FEE only)	
Other (List specific item)	
<b>TOTAL OTHER CONTRACTUAL EXPENSES</b>	

**C. TOTAL CONTRACTUAL (=A+B)**

CONTRACTOR SALARIES	OTHER CONTRACTUAL EXPENSES	TOTAL CONTRACTUAL

**4. CONSTRUCTION (List time and materials)**

**A. MATERIALS**

TYPE OF MATERIAL	COST PER UNIT	COST
<b>MOBILIZATION COSTS</b>		
<b>TOTAL MATERIALS</b>		



**B. LABOR**

JOB	TOTAL HOURS	HOURLY RATE	COST
CONSTRUCTION OVERSIGHT COST			
TOTAL LABOR			

**C. TOTAL CONSTRUCTION (=A+B)**

TOTAL MATERIALS	TOTAL LABOR	TOTAL CONSTRUCTION

**5. OTHER**

ITEM	COST
TOTAL OTHER	

**6. MATCH**

Please use the following table to calculate matching contributions of cash, goods and services to be entered on the application form. Do not include other DEP provided funds or in-kind services. All items listed must be accompanied by a letter of commitment.

<b>CONTRIBUTOR</b>	<b>BUDGET CATEGORY</b>	<b>DESCRIPTION</b>	<b>STATUS (applied for, pledged or in-hand)</b>	<b>VALUE in DOLLARS</b>

SAMPLE

**APPENDIX A**  
**COMMONWEALTH OF PENNSYLVANIA KEYSTONE PRINCIPLES**  
**FOR GROWTH, INVESTMENT & RESOURCE CONSERVATION**

**PREAMBLE**

The Keystone Principles & Criteria for Growth, Investment & Resource Conservation were adopted by the Economic Development Cabinet May 31, 2005. They were developed by the Interagency Land Use Team, a working group of the cabinet over two years. The Principles & Criteria are designed as a coordinated interagency approach to fostering sustainable economic development and conservation of resources through the state's investments in Pennsylvania's diverse communities.

The Principles lay out general goals and objectives for economic development and resource conservation agreed upon among the agencies and programs that participated in their development. The Criteria are designed to help measure the extent to which particular projects accomplish these goals.

The Criteria do not replace agency program guidelines or criteria. Rather, at each agency's discretion, they will either be integrated into existing program criteria (preferable) or used as additional, favorable considerations in the scoring or decision making process. The Principles and Criteria are designed to encourage multifaceted project development that will integrate programs and funding sources from a variety of state agencies into a comprehensive strategy to address issues affecting whole communities. There are two categories of criteria:

*Core Criteria*, where relevant, should be given primary consideration in all investment decisions made by Commonwealth agencies when making grants or loans to public or private projects using agency funds.

*Preferential Criteria* should be used by Commonwealth agencies in all programs to which they are applicable to evaluate projects and make decisions on grants or loans using agency funds.

Projects are to be evaluated with the recognition that rural, suburban, and urban areas have different characteristics and needs, and that what might work in an urban area might not work in a rural area (the "Be Fair" standard).

The Cabinet also approved a process to implement the Principles and Criteria over the next six months during which each agency will determine how they will integrate the criteria into each of their programs. A committee of the Interagency Team, led by the Governor's Office, will review the plans and offer feedback with the goal of fine tuning the use of the Principles and Criteria for full implementation in the next calendar year.

**APPENDIX A**  
**COMMONWEALTH OF PENNSYLVANIA KEYSTONE PRINCIPLES**  
**FOR GROWTH, INVESTMENT & RESOURCE CONSERVATION**

**PRINCIPLES**

- 1. REDEVELOP FIRST.** Support revitalization of Pennsylvania’s many cities and towns. Give funding preference to reuse and redevelopment of “brownfield” and previously developed sites in urban, suburban, and rural communities for economic activity that creates jobs, housing, mixed use development, and recreational assets. Conserve Pennsylvania’s exceptional heritage resources. Support rehabilitation of historic buildings and neighborhoods for compatible contemporary uses.
- 2. PROVIDE EFFICIENT INFRASTRUCTURE.** Fix it first: use and improve existing infrastructure. Make highway and public transportation investments that use context sensitive design to improve existing developed areas and attract residents and visitors to these places. Provide transportation choice and intermodal connections for air travel, driving, public transit, bicycling and walking. Increase rail freight. Provide public water and sewer service for dense development in designated growth areas. Use on-lot and community systems in rural areas. Require private and public expansions of service to be consistent with approved comprehensive plans and consistent implementing ordinances.
- 3. CONCENTRATE DEVELOPMENT.** Support infill and “greenfield” development that is compact, conserves land, and is integrated with existing or planned transportation, water and sewer services, and schools. Foster creation of well-designed developments and walkable, bikeable neighborhoods that offer healthy life style opportunities for Pennsylvania residents. Recognize the importance of projects that can document measurable impacts and are deemed “most-ready” to move to successful completion.
- 4. INCREASE JOB OPPORTUNITIES.** Retain and attract a diverse, educated workforce through the quality of economic opportunity and quality of life offered in Pennsylvania’s varied communities. Integrate educational and job training opportunities for workers of all ages with the workforce needs of businesses. Invest in businesses that offer good paying, high quality jobs, and that are located near existing or planned water & sewer infrastructure, housing, existing workforce, and transportation access (highway or transit).
- 5. FOSTER SUSTAINABLE BUSINESSES.** Strengthen natural resource based businesses that use sustainable practices in energy production and use, agriculture, forestry, fisheries, recreation and tourism. Increase our supply of renewable energy. Reduce consumption of water, energy and materials to reduce foreign energy dependence and address climate change. Lead by example: support conservation strategies, clean power and innovative industries. Construct and promote green buildings and infrastructure that use land, energy, water and materials efficiently. Support economic development that increases or replenishes knowledge-based employment, or builds on existing industry clusters.

**6. RESTORE AND ENHANCE THE ENVIRONMENT.** Maintain and expand our land, air and water protection and conservation programs. Conserve and restore environmentally sensitive lands and natural areas for ecological health, biodiversity and wildlife habitat. Promote development that respects and enhances the state's natural lands and resources.

**7. ENHANCE RECREATIONAL AND HERITAGE RESOURCES.** Maintain and improve recreational and heritage assets and infrastructure throughout the Commonwealth, including parks & forests, greenways & trails, heritage parks, historic sites & resources, fishing and boating areas and game lands offering recreational and cultural opportunities to Pennsylvanians and visitors.

**8. EXPAND HOUSING OPPORTUNITIES.** Support the construction and rehabilitation of housing of all types to meet the needs of people of all incomes and abilities. Support local projects that are based on a comprehensive vision or plan, have significant potential impact (e.g., increased tax base, private investment), and demonstrate local capacity, technical ability and leadership to implement the project. Coordinate the provision of housing with the location of jobs, public transit, services, schools and other existing infrastructure. Foster the development of housing, home partnerships, and rental housing opportunities that are compatible with county and local plans and community character.

**9. PLAN REGIONALLY; IMPLEMENT LOCALLY.** Support multi-municipal, county and local government planning and implementation that has broad public input and support and is consistent with these principles. Provide education, training, technical assistance, and funding for such planning and for transportation, infrastructure, economic development, housing, mixed use and conservation projects that implement such plans.

**10. BE FAIR.** Support equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning to ensure social, economic, and environmental goals are met. Ensure that in applying the principles and criteria, fair consideration is given to rural projects that may have less existing infrastructure, workforce, and jobs than urban and suburban areas, but that offer sustainable development benefits to a defined rural community.

## **CRITERIA FOR GROWTH, INVESTMENT & RESOURCE CONSERVATION IMPLEMENTING THE KEYSTONE PRINCIPLES**

### **I. Core Criteria**

- 1 Project avoids or mitigates high hazard locations (e.g., floodplain, subsidence or landslide prone areas).
- 2 Project/infrastructure does not adversely impact environmentally sensitive areas, productive agricultural lands, or significant historic resources.
- 3 Project in suburban or rural area: Project and supporting infrastructure are consistent with multi-municipal or county & local comprehensive plans and implementing ordinances, and there is local public/private capacity, technical ability, and leadership to implement project.
- 4 Project in “core community” (city, borough or developed area of township): Project is supported by local comprehensive vision & plan, and there is local public/private capacity, technical ability, and leadership to implement project.
- 5 Project supports other state investments and community partnerships.

### **II. Preferential Criteria**

#### **1. Development/Site Location**

- 1a Brownfield or previously developed site.
- 1b Rehabilitation or reuse of existing buildings (including schools and historic buildings).
- 1c Infill in or around city, borough, or developed area of township.
- 1d If greenfield site, located in or adjacent to developed area with infrastructure.
- 1e Located in distressed city, borough or township.

#### **2. Efficient Infrastructure**

- 2a Use of existing highway capacity &/or public transit access available.
- 2b Within 1/2 mile of existing or planned public transit access (rail, bus, shared ride or welfare to work services).
- 2c Use of context sensitive design for transportation improvements.
- 2d Use/improvement of existing public or private water & sewer capacity and services.

#### **3. Density, design, and diversity of uses.**

- 3a Mixed residential, commercial & institutional uses within development or area adjacent by walking.
- 3b Sidewalks, street trees, connected walkways & bikeways, greenways, parks, or open space amenities included or nearby.
- 3c Interconnected project streets connected to public streets.
- 3d Design of new water, sewer & storm water facilities follows Best Management Practices, including emphasizing groundwater recharge & infiltration, and use of permeable surfaces for parking and community areas.

#### **4. Expand Housing Opportunities**

- 4a Adopted county and multi-municipal or local municipal plans include plan for affordable housing; and implementing zoning provides for such housing through measures such as inclusion of affordable housing in developments over a certain number of units (e.g., 50), provision for accessory units, and zoning by right for multifamily units.

- 4b Project provides affordable housing located near jobs (extra weight for employer assisted housing).
- 4c Project adds to supply of affordable rental housing in areas of demonstrated need.

**5. Increase Job Opportunities**

- 5a Number of permanent jobs created and impact on local labor market.
- 5b Number of temporary jobs created and impact on local labor market.
- 5c Number of jobs paying family sustaining wages.
- 5d Increased job training coordinated with business needs & locations.

**6. Foster Sustainable Businesses**

- 6a Sustainable natural resource industry improvement or expansion: agriculture, forestry, recreation (fisheries, game lands, boating), tourism.
- 6b Business or project is energy efficient; uses energy conservation standards; produces, sells or uses renewable energy; expands energy recovery; promotes innovation in energy production and use; or expands renewable energy sources, clean power, or use of Pennsylvania resources to produce such energy.
- 6c Project meets green building standards.
- 6d Project supports identified regional industry cluster(s).

**7. Restore/Enhance Environment**

- 7a Cleans up/ reclaims polluted lands and/or waters.
- 7b Protects environmentally sensitive lands for health, habitat, and biodiversity through acquisition, conservation easements, planning and zoning, or other conservation measures.
- 7c Development incorporates natural resource features and protection of wetlands, surface & groundwater resources, and air quality.

**8. Enhance Recreational/Heritage Resources**

- 8a Improves parks, forests, heritage parks, greenways, trails, fisheries, boating areas, game lands and/or infrastructure to increase recreational potential for residents & visitors.
- 8b Historic, cultural, greenways and/or opens space resources incorporated in municipal plans and project plan.
- 8c Makes adaptive reuse of significant architectural or historic resources or buildings.

**9. Plan regionally; Implement Locally**

- 9a Consistent county and multi-municipal plan (or county and local municipal plan) adopted and implemented by county and local governments with consistent ordinances.
- 9b County or multi-municipal plan addresses regional issues and needs to achieve participating municipalities' economic, social, and environmental goals. All plans (county, multi-municipal, and local) follow standards for good planning, including:
  - 1. *Is up-to-date.*
  - 2. *Plans for designated growth and rural resource areas, and developments of regional impact.*

3. *Plans for infrastructure, community facilities, and services, including transportation, water & sewer, storm water, schools.*
  4. *Plans for tax base and fair share needs for housing, commercial, institutional, & industrial development.*
  5. *Identification of high hazard areas where development is to be avoided.*
  6. *Identification of and plans for prime agricultural land, natural areas, historic resources, and appropriate mineral resource areas to be conserved.*
  7. *Open space plan for parks, greenways, important natural & scenic areas and connected recreational resources.*
- 9c County and local ordinances implement the governing plans and use innovative techniques, such as mixed use zoning districts, allowable densities of 6 or more units per acre in growth areas, and/or clustered development by right, transfer of development rights, Specific Plans, and tax and revenue sharing.



## **APPENDIX B**

### **A Primer for Fitting Expenditures within Budget Categories**

This is a guide to help grantees determine the types of project expenditures allowable under most commonwealth grants.

#### **1. Salaries and Benefits**

##### **Salary**

Salaries for staff members may only be used for activities that lead to the implementation and construction of the actual project. Salaries are to be itemized by name and duties of staff members. This category cannot include any mark-up above the salary actually paid to employees for direct labor hours worked on the project, documented by timesheets.

Students/graduate assistants, etc., will only be reimbursed on an hourly basis for actual work performed on the project. Hourly rates will need to be verified prior to grant award by providing appropriate documentation. Tuition/course credit is not a reimbursable expense.

##### **Benefits**

Benefits may only be used for activities that lead to the implementation and construction of the actual project. Fringe benefits that are proportional to hours worked for the grantee's staff must be itemized by name and duties of staff members. Benefits commonly include, among other items, health insurance, retirement, FICA withholding, workers compensation, vacation and sick leave. Vacation and sick leave cannot be logged on time sheets as contributing to the work of the project. They can be included pro rata under benefits.

#### **2. Equipment and Supplies**

##### **Equipment (A single item exceeding \$1,000)**

Equipment dedicated or directly related to the implementation of the project is generally eligible.

Some typical examples follow:

- Equipment dedicated to the project (which may be owned by commonwealth following grant close-out)
- Tools dedicated to the project

##### **Supplies (A single item less than \$1,000)**

Supplies not dedicated to the project are considered "administration" and are not eligible for these funds. Materials and supplies that are incorporated into the construction site and remain as an integral part of the construction should be listed under "construction" rather than under this category.

Some typical examples follow:

- Light fixtures
- Electronic control devices
- Piping, wiring etc.

### **3. Contractual**

In some cases, a grantee may use a subcontractor to perform some or all of the grant work. Although the subcontractor selection process is determined by the grantee, DEP encourages grantees to use subcontractors in the most cost effective and efficient manner possible. In general, for a construction grant, the “contractual” category should not exceed 25 percent of the construction costs.

If a subcontract is bid as time and materials, typical costs include:

- Salaries and benefits for direct work on the project when such services are not available from volunteers or grantee’s staff (itemized by names and duties of the consultant firm's staff members)
- Expenses for materials directly attributable to the project, i.e., substances that are incorporated into the project and left on site

### **4. Construction**

In some cases, a grantee may use a subcontractor to perform some or all of the grant work. Although the subcontractor selection process is determined by the grantee, DEP encourages grantees to use subcontractors in the most cost effective and efficient manner possible. In general, construction costs for projects are eligible under many commonwealth grant programs.

If a subcontract is bid as time and materials, typical costs include:

- Salaries/benefits for construction work not available from volunteers or grantee’s staff (itemized by names and duties of construction firm's staff members)
- Rental charges for construction equipment
- Materials that are expended, consumed or integral to construction, that is, those that remain on a construction site, e.g.:
  - Trees
  - Grass seed
  - Mulch
  - Rocks
  - Concrete
  - Gasoline or diesel fuels for equipment used in construction

### **5. Other**

This category should be used to a minimum extent and only used for items that do not fit the specific budget categories and/or only for expenses approved for this category. Items within this category should be discussed with the project advisor.

### **6. Match**

Match can be met with cash, in-kind goods and services or some combination of the two. Successful grantees should be certain to identify and document all match contributions with the submittal of the Statement of Expenditures. Match must be expended during the grant Period of Performance. Funds expended prior to the grant Period of Performance are not eligible.

Cash Match: Examples of documentation include but are not limited to:

- Copy of check from donor
- Letter of commitment from donor
- Federal grant award letter

Non-Cash Match: Charges allowed for match (rules for federal funds may differ):

- Value of volunteers' donated time, including time to travel to work sites
- Rate related to nature of work, not to volunteers' usual charge rate, i.e.:
  - Manual labor would be calculated at prevailing rate for manual labor
  - Donated professional engineer's time would be at prevailing engineer's rate
- Costs associated with preparing an application for a grant
- Administrative costs
- Travel at state travel rates
- Publicity charges, public relations costs, advertisement fees, unless specific to the project
- Indirect costs not otherwise listed under an eligible category
- Land acquisition to the extent it is associated with the project

Costs claimed as match can be paid for with other sources of grants (for example, federal grants such as 319 grants, or grants from private foundations), from the organization's normal operating budget, or out of fundraising specific to the project.

Charges not allowed for match or for reimbursement:

- Any costs associated with lobbying, alcohol or allowance for bad debts
- Contract contingency costs and other rate factors that do not reflect actual expenses
- Costs associated with legal action against the commonwealth
- Costs associated with illegal activities or substances
- Costs associated with goods or services for personal use of board members, officers or others
- Other DEP-provided funds

## Appendix C

### PROVISIONS FOR COMMONWEALTH CONTRACTS

#### **CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract 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 Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, 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. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or 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.
5. Contractor, its affiliates, agents and employees shall not offer, give, or 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.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer 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.
7. Contractor, 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 contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor 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 this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept

confidential unless disclosure of such information is:

- a. Approved in writing by the Commonwealth prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d. Necessary for purposes of Contractor's internal assessment and review; or
  - e. Deemed necessary by Contractor 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
  - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
  - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
    1. obtaining;
    2. attempting to obtain; or
    3. performing a public contract or subcontract

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.
- h. Violation of any federal or state law prohibiting discrimination in employment.

- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
  - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
  - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor 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, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
- a. "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 Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
  - b. "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.
  - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
  - d. "Financial interest" means:
    - 1. Ownership of more than a five percent interest in any business; or
    - 2. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - e. "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 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - f. "Immediate family" means a spouse and any unemancipated child.
  - g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
  - h. "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.

#### **OFFSET PROVISION**

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

## **CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- a. The Contractor must certify, in writing, for itself and all its subcontractors, as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- b. The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone Number: (717) 783-6472  
FAX Number: (717) 787-9138

## **THE AMERICANS WITH DISABILITIES ACT**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.



- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

## **RIGHT TO KNOW LAW**

### **I. If this contract is a grant agreement:**

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth Agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If the Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by the representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**II. If this contract is a lease agreement:**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease. For the purpose of these provisions, the term "Commonwealth" shall refer to the Department of General Services or the tenant Commonwealth agency.
- b. If the Commonwealth needs the Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify the Lessor using the legal contact information provided in this Lease. The Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Lessor's assistance in responding to a request under the RTKL for information related to this Lease that may be in the Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Lessor shall:
  - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Lessor's possession arising out of this Lease that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Lease.
- d. If the Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, the Lessor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Lessor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Lessor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Lessor fails to provide the Requested Information within the time period required by these provisions, the Lessor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth.

- g. The Commonwealth will reimburse the Lessor for any costs associated with complying with these provisions only to the extent allowed under that fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Lessor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Lessor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Lessor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as the Lessor has Requested Information in its possession.

**III If this contract is other than a grant or lease agreement:**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Contract. For the purpose of these provisions, the term "Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Contractor shall:
  - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract..
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of the Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## **PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP):**

### **I. For Procurement Contracts**

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH) Network. Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- b. Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the Department's payment to the invoice submitted.
- c. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- d. Contractor may enroll for PEPP at: <http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

### **II. For Grant Contracts:**

- a. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH) Network. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH information to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101
- b. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Department's payment to the respective invoice or program.
- c. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- d. Grantee may enroll for PEPP at: <http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

**Commonwealth of Pennsylvania**



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**Policy Office**

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**0120-BK-DEP4442 6/2014**