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Cranberry Township
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CRANBERRY TOWNSHIP

KEYSTONE GRANT AGREEMENT

This grant agreement ("Grant Agreement") is made at Harrisburg, County of Dauphin, Commonwealth of Pennsylvania, by the Pennsylvania Department of Education, hereinafter called the Department, and Cranberry Township located at 2525 Rochester Road, Ste 400, Cranberry Township, PA 16066-6499, hereinafter called the Grantee.

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania has enacted the Keystone Recreation, Park and Conservation Fund Act of 1993 (Act), 32 P.S. §§2011-2024, "to assist municipalities in planning, acquisition, development and rehabilitation of public libraries," and

WHEREAS, the grantee is eligible to participate in programs under the Act, and

WHEREAS, the grantee applied for a grant under the Act, and

WHEREAS, the Office of Commonwealth Libraries is the authorized state agency to administer the programs under the Act, pursuant to the Public Library Code, 24 P.S. C.S. §§ 9301-9376, and

WHEREAS, the Office of Commonwealth Libraries fulfills the requirement of Section 8(d) of the Act, 32 P.S. §2018(d), by providing grants out of bond revenues and the realty transfer tax revenues to eligible municipalities, and

WHEREAS, it is the intent of the parties to this Agreement that the grantee shall implement a project consistent with Section 8 of the Act for planning, acquisition, development and/or rehabilitation of a public library facility, and

WHEREAS, grants under this program were awarded through a competitive application process.

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

1. Pursuant to this Grant Agreement, Grantee will receive funds in the amount of **\$475,964.00**. The grant shall be used to defray program costs incurred from **October 1, 2018 to March 31, 2020**. The Grant Agreement shall become effective on the date it is fully executed by all required parties and shall terminate on **March 31, 2020**, unless terminated earlier in accordance with the terms hereof. The Grantee shall furnish all qualified personnel, facilities, materials and other services and in consultation with the Department, provide the services described in **Appendix B**. This Grant Agreement is comprised of the following Appendices which are hereby incorporated by reference into this Grant Agreement:

Appendix A – Special Program Terms

Appendix B- Grantee's Application Containing Specifications of Work and Budget

Appendix C – Payment Terms, Responsibilities and Contact Information

2. Grantee also specifically acknowledges having reviewed a copy of the following documents, which are available at the Internet address given below and which are incorporated by reference into and made a part of this Grant Agreement as if fully set forth herein.

- a. PDE Master Standard Terms and Conditions - www.education.pa.gov/mstc
- b. Construction Clause-- www.education.pa.gov/mstc



IN WITNESS WHEREOF, and intending to be bound hereby, the parties subscribe their signatures to this Agreement below.

FOR THE GRANTEE

Signature  Date 11/13/18

Title CHAIRMAN, BOARD OF SUPERVISORS

Signature  Date 11/13/18

Title TOWNSHIP MANAGER/SECRETARY

FOR THE COMMONWEALTH

For the Secretary of Education  Date 12/11/18

Title Deputy Secretary

Contract Officer  Date DEC 14 2018

APPROVED AS TO FORM AND LEGALITY

Office of Chief Counsel  Date 12/18/18
Department of Education

Office of General Counsel _____ Date _____

Office of Attorney General 6-FA-19.0 Date _____

Comptroller approved as to fiscal responsibility,
budgetary appropriateness and availability of funds
in the amount of \$475,964.00

Comptroller  Date 1/8/19

Vendor Name: Cranberry Township
Address: 2525 Rochester Road, Ste 400
Cranberry Township, PA 16066-6499
FEIN: 25-6001056
Vendor #: 159022

3025200000 Budget Year 2016 1622653000 6600400 \$475,964.00

Special Program Terms

1. All state funds granted under this Agreement shall be expended solely for the purpose specified in this Agreement and in conformity the Keystone Recreation, Park and Conservation Act of 1993 (32 P.S. §§ 2011-2024) and regulations (22 PA Code § 142). The grantee shall also comply with all applicable State and Federal laws and regulations
2. The grantee shall consult and cooperate with the public library to benefit from the grant.
3. The grantee shall perform under this Agreement in accordance with the project budget and provide all services set forth in the specifications in its project application which are attached hereto and marked Appendix B. The grantee may request and the Office of Commonwealth Libraries may approved, in writing, a change in the expenditure of grant funds, as long as the requested change does not deviate from the original purpose of the project or result in expenditures in excess of the total amount of the grant.
4. The grantee shall submit final bid specifications and receive written approval from the Office of Commonwealth Libraries before grant project work is advertised or placed on the market for bidding.
5. Grantee shall receive no more than fifty percent (50%) of the final project expenses under this grant. In the event that the Grantee has received more than fifty percent (50%) of the final project expenses, the excess funds must be returned to the Office of Commonwealth Libraries no later than the date of the Final Financial Summary is submitted.
6. Payment of the grant is on a reimbursement basis and will only be made when a general invoice and documentation of expenditures is made.
7. The grantee shall maintain separate accounting records that will show and distinguish among income and expenditures of state and local funds each year of the project.
8. The grantee shall report in writing, as required by the Office of the Commonwealth of Libraries on progress, activities, and expenditures under the project.
9. The grantee shall assure that the public library to benefit from the grant shall provide and expend for operating purposes during the time period this Agreement is in effect, and thereafter, local funds in an amount sufficient to qualify for state financial assistance on behalf of its direct service area as prescribed in The Public Library Code, 24 P.S.C.S. §9334(c).
10. The grantee shall assure that the public library to benefit from the grant shall provide free library services to all residents and all taxpayers of its direct service area and to those of such other municipalities as the library may contract to serve.
11. The grantee shall include on all notices, informational pamphlets, press releases and similar public notices prepared and released by the grantee the statement, "This project is supported, in part, through a grant with the Office of Commonwealth Libraries, Department of Education, with funds provided from the Keystone Recreation, Park and Conservation Fund."
12. Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the grantee are those of an independent grantee only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Department of Education and grantee.
13. The Office of Commonwealth Libraries will provide a professional staff member who will periodically review the progress being made on the project and will consult with such person or persons as are designated by the grantee for each aspect of the project.
14. The grantee shall not discriminate on the basis of race, religion, age, gender, national origin, or handicapping condition in providing space for public meetings.

2018
Public Library Facilities Grant Application
Keystone Recreation, Park and Conservation Fund

Municipal Applicant

Name:	Cranberry Township
Mailing Address:	2525 Rochester Road
City:	Cranberry Township
State:	Pennsylvania
Zip Code:	18066-6409
Contact Person:	Chelsea Puff
Title:	Manager, Business & Economic Development
Phone:	(724)-776-4808 ext. 1010
Fax:	(724)-776-5488
Email Address:	Chelsea.Puff@cranberrytownship.org

Library Applicant

Name:	Cranberry Public Library
Mailing Address:	2525 Rochester Road, Suite 300
City:	Cranberry Township
State:	Pennsylvania
Zip Code:	18066-6409
Contact Person:	Leslie Pallotta
Title:	Director
Phone:	(724)-776-9100 ext. 1125
Fax:	(724)-776-2480
Email Address:	lpallotta@bcfls.org
District Center:	New Castle District Library Center
Library Service Area Population:	30,665

Library Facility to Benefit from the Grant

Name:	Cranberry Public Library
Current Address:	2525 Rochester Street, Suite 300
City:	Cranberry Township
State:	Pennsylvania
Zip Code:	18066
Library's PA Senatorial District Number:	21
Senator's Name:	Scott Hutchinson
Library's PA Representative District Number:	12
Representative's Name:	Daryl Metcalfe

Project Type (Check only one)

Planning	Development	<input checked="" type="checkbox"/> X	Acquisition	Rehabilitation
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Keystone Priorities (Check all that apply)

ADA	<input checked="" type="checkbox"/> X	Renovation	<input checked="" type="checkbox"/> X	Non-Routine Maintenance	Energy Efficiency	<input checked="" type="checkbox"/> X	New Construction
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Municipal Identification Numbers

Federal ID Number:	25-5001056
State Vendor Number:	159022

Project Cost

Grant Requested:	\$475,964.00	
Matching Funds:	\$475,964.00	
Total Project Cost:	\$951,928.00	
Has the library received a prior Keystone Grant?	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
Is the deed holder aware of this grant application?	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
Name of deed holder:	Cranberry Township	

Project Summary (Brief Description of the Project)

The Cranberry Public Library (CPL), in coordination with Cranberry Township, is proposing the Cranberry Public Library Renovations Project (the "Project") to improve ADA accessibility, promote energy efficiency, and meet the evolving needs of a rapidly-growing community. The Project addresses the most significant shortcomings of the current facility - ADA accessibility, automatic entrance doors that provide space for wheelchairs, a makerspace, new carpeting, and overall lack of energy efficient lighting. The CPL is requesting \$475,964 in Keystone Grant funds to complete \$951,928 of renovations and improvements so it can fulfill its commitment to creating an environment where people "... feel comfortable to learn, share, discover, and create."

The Project will feature the following improvements:

1. **Automatic Doors:** The main entrance doors are 36" wide and 80" high, which is ADA compliant; however, without automation, handicapped individuals have difficulty entering and exiting the facility. Sliding, double doors will greatly enhance the library's entry way for those with physical limitations.
2. **New Carpeting:** Over the last 27 years, the flooring in the Library has encountered normal wear and tear. Today, the carpet is worn, shredded, and unsafe, creating tripping hazards for visitors. The installation of new carpeting will enhance safety, avoid health problems associated with older carpet, and complement the overall aesthetics of the facility.
3. **LED Lighting:** Since 1991, fluorescent bulbs have been the primary form of lighting in the Library. The CPL is proposing the installation of LED lighting to promote energy efficiency and cost savings. New, energy efficient lighting will save money that can be put back into the library's budget to provide additional services and programs for the community.
4. **Makerspace:** The addition of a makerspace has been identified as a community need by public surveys and the CPL's 5-year strategic plan. The future makerspace will be housed in the area that is now the public computer lab. The public access computers will be relocated to another area of the library. This area has been targeted to house the makerspace because it is already sectioned off from the main area of the library, is highly visible and easily accessible from the main staff desk. It has been evaluated as the most cost effective and practical place in the library for a makerspace.

Collectively, the proposed improvements will create a more energy efficient, safe, and accessible learning environment. The Project is anticipated to begin in April 2019 and be completed by August 2019.

Detailed Project Description

Explain the project in detail. Include specifications of materials, equipment, or items to be purchased to complete the project. Detailed documentation used to obtain estimates may be used as part of the description. Include a timeline and work plan for the project including the number of months required to complete the project. Provide photos of existing conditions, if appropriate, in Attachment A.

The Project is broken into four key components:

1. **Lighting and Electrical Renovations:** The CPL is open every day of the week during the school year and six days a week during the summer months. It requires adequate illumination for patrons. The Project features the installation of LED lights throughout the library that will indirect and direct light along with significant energy savings. In addition, LED fixtures provide directional lighting that highlight specific objects without emitting UV radiation that can damage delicate materials (like paper). By reducing electricity usage, the CPL can redirect costs savings to additional programs and services, including equipment and tools needed for the proposed makerspace.

2. **Handicap Accessible Upgrades:** Accessibility is a common theme of Cranberry Township's long-range comprehensive plan, The Cranberry Plan. Currently, the main entrance doors do not open on their own, so individuals with a handicap need to get as close to the door as possible and then open the door manually. The CPL is proposing the installation of automated doors at its main entrance in the Municipal Center to ensure that all patrons have equal access to the library's books, technology, events, and services. Automated doors will allow patrons in a wheelchair to easily enter and exit the library.

3. **Flooring Improvements:** The Project features the installation of new carpet to ensure ADA-accessibility and improve safety. The carpet in the library is over 27 years old, far exceeding its useful life. Page 3 of 10

4. **Incorporation of Makerspace:** The CPL is proposing the addition of a makerspace that will serve as a gathering space for children, teens, and adults to think, create, share, and grow. This new space will encourage hands-on learning, creativity, and collaboration. The addition of hands-on learning exposes youth to a wide variety of activities that can spark interest and creativity, including STEM and STEAM areas of study. The proposed scope of work will include 1) demolition and reconfiguration of walls; 2) installation of glass walls to create an "open" look; 3) installation of a garage door entry/exit that can be closed when the space is not in use; 4) the addition of a man door for staff to enter/exit the makerspace quickly; 5) raising the ceilings to create an exposed industrial atmosphere; 6) sound proofing; 7) relocation of the Library Director's office; and 8) new lighting and paint. No Keystone Grant funds will be used to purchase the equipment and tools for the new makerspace.

The total estimated cost of the Project is \$951,928 based on preliminary cost estimates prepared by an independent third-party consulting firm. Crawford Consulting Firm developed the certified construction estimate 06/15/2018 based on preliminary design phase floor plans. The proposed scope of work includes the reconfiguration of walls and raising the ceiling to create a makerspace; installation of automated entrance doors, carpeting, and LED lighting; painting; and other facility improvements necessary to create an energy efficient, safe, and accessible learning environment.

Detailed costs are further described below.

1. Concept Estimate Base Bid - \$423,618
2. Re-Carpeting - \$98,852
3. Replace Light Fixtures - \$95,546
4. Replace Existing ACT - \$90,930
5. Replace Entrance Doors - \$98,492
6. Staff Room Improvements - \$9,912
7. Painting - \$18,649
8. Access Control - 3,953
9. Lighting Controls - 6,831
10. Add Canopy/Awning - \$85,285
10. Additional Access - \$19,760

Cranberry Township understands that bid specifications must be approved by the Office of Commonwealth Libraries before publicly advertising the Project or announcing an invitation to bid. With the necessary funding commitments, the Project is anticipated to follow accordingly:

LIBRARY RENOVATION PROJECT SCHEDULE												
Task	Sept. 2018	Oct. 2018	Nov. 2018	Dec. 2018	Jan. 2019	Feb. 2019	Mar. 2019	Apr. 2019	May 2019	June 2019	July 2019	Aug. 2019
1 Final Design												
2 Authorization to Bid												
3 Public Advertise of Bids												
4 Award of Bid												
5 Notice to Proceed												
6 Renovation of Library												
7 Project Completion												

Photos of the existing conditions in the CPL are included in this submission. Please refer to **Attachment A - Photos**.

As indicated in **Attachment E- Anticipated Yearly Budget**, all of these changes will have relatively little impact on CPL's expenditures. The library board and staff are restructuring current staff responsibilities to include staffing of the makerspace. Community volunteers will also be used so that additional staff will not need to be hired.

Realizing that materials to stock the makerspace cannot come out of Keystone Grant funding, the Initial

supplies to stock the makerspace will be underwritten by the Cranberry Township Community Chest as sponsors of the CPL's Project. The CPL anticipates a modest increase in its programming budget starting in 2020 to allow for additional materials to stock the makerspace. This increased cost will be offset by the monies saved by installation of energy efficient lighting.

Project Budget

A. Estimated Expenditures (Attach all estimates as described in the instructions for Attachment C)

- Clearly identify the total estimated cost of the entire project.
- Documentation must show how estimated were calculated.

Categories	Dollar Amount
Professional Fees	
Equipment Costs	
Material Costs	\$951,928.00
Other	
Total Project Cost	\$951,928.00

B. Revenue (Attach all documentation as described in the instructions for Attachment D)

- **PROJECT** column lists all sources of revenue which will fund the project.
- **MATCHING** column specifies what part of the **PROJECT** column will be used toward matching.
- Total match should equal the requested Keystone Grant amount.
- For projects over \$200,000 a line of credit may not exceed 50% of the matching funds.
- Documentation must demonstrate all funding sources.

Source of Funds	Project	Matching
Requested Keystone Grant	\$475,964.00	
Cash on Hand	\$475,964.00	\$475,964.00
Other Funds (explain below)		
Total Project Cost	\$951,928.00	
Total Matching		\$475,964.00

Total Project Cost in section A and B must be equal.

The budget portion of this application was prepared by:

Name: Tim Zinkham

Title: Manager, Engineering Services, Cranberry Township

Project Need

Explain the need for the project. Describe the expected impact of the project on library service, library users, and the community. Explain any economic conditions that are creating financial distress in the local community.

Located in Butler County, Pennsylvania, Cranberry Township continues to be one of the fastest growing municipalities in the state. From 2010-2017, Cranberry Township's population grew by 9.1%, reaching a total population of 30,655. Absent new development, baseline population projections through 2030 show continued growth, with a total population of 50,095. Cranberry's family-friendly community, low cost of living, and lively business climate are indicative of its relative attractiveness to new residents. Among many highlights, the CPL is a valuable community resource serving the residents of Cranberry Township and surrounding areas.

The CPL was officially incorporated in 1973 and occupied 120 sq. ft. in the Cranberry Township Municipal Center. At that time, Cranberry Township was a predominantly rural community with approximately 7,000 residents. Over the last 45 years, Cranberry Township has experienced unprecedented population growth, and the CPL mirrors the Township's growth. In 1991, the CPL, along with the rest of the Township's offices, moved to its current location along Rochester Road. Today, the library serves a population of over 30,000 residents and houses a collection of more than 85,000 physical items. The CPL has an annual circulation of over 275,000+ items and over 28,000 registered cardholders. It has the equivalent of 12.6 full-time paid employees and a roster of 25 volunteers. In addition to being the go-to reference library for area residents, school students, and job-seekers, the library also functions as a center for lifelong learning. It administers a wealth of programs for children, teens, adults, and families. The CPL regularly collaborates with outside organizations to improve the quality of these programs, and maintains an open door policy with community groups seeking a neutral location to meet and exchange ideas. As Cranberry Township has grown, the CPL has expanded its role within the community, embracing one of its core beliefs that "access to resources is not limited by the library's walls." In 2017-2018, the CPL served as a hub for major community events, including elections, Cranberry Area Diversity Networks' Mental Health Awareness Event, Cranberry Area Artists' Martinis and Monet, AARP Tax Preparation for Seniors, and Cranfest (Cranberry Area Diversity Network and Cranberry Township's Food and Folk Festival). In addition, the CPL hosted multiple high-profile library programs such as the Read Local Cranberry: Local Author Fair and a movie screening and conservation with the producer of the multi-award-winning film "Nana".

Presently, the CPL occupies 17,367 square feet within the Cranberry Township Municipal Center, which serves as the hub for this fast-growing community. The Municipal Center houses a number of the Township's departments, including all administrative offices, the Parks and Recreation Department, Tax Office, and the Police Department. Other community amenities located within the Municipal Center include a children's preschool, a senior center, the Cranberry Area Diversity Network, offices for the local Chamber of Commerce, and district offices for the Representative Daryl Metcalfe. Collectively, the services and programs offered by the Municipal Center serve over 400,000 visitors each year. Being located at the center of the Municipal Center has expanded the CPL's reach within the community, and heavy use has taken a toll on the much-used facility.

The CPL has undergone two major capital improvement projects - the addition of a Children's Department in 2000 and the expansion of its meeting room, replacement of HVAC units and roofing in 2013. The renovated meeting room and HVAC/roofing improvements were the last significant improvements to the library with the support of a Keystone Grant. As a result of the previous Keystone Grant, the CPL's new meeting room now serves over 40 organizations and groups throughout Cranberry Township and the surrounding area. These organizations include Butler County Bureau of Elections, BC3 Adult Literacy Training, Butler County Area Agency on Aging, Highmark Medicare, Pennsylvania Health Access Network, League of Women's Voters, and Cranberry Artists Network. The renovated meeting space now provides new revenue for the CPL to expand programming and services. Although improvements have been made to the CPL, the lighting, carpeting, and main entrance are original to the initial opening of the facility.

The CPL is requesting a Keystone Grant to renovate the main section of the facility and incorporate a makerspace into the existing space. This area of the facility has not undergone any improvements since its opening and now creates accessibility and safety concerns. The current lighting in the facility is 27 years old and is not energy efficient or cost effective. New LED lighting will greatly improve the CPL's energy efficiency, which is recognized by the Township as a critical element to creating a path of sustainability. The carpeting in the CPL -- stained, frayed, and at the limits of its life expectancy -- poses a safety threat. As the seams of the carpet continue to come apart, there are uneven areas on the ground in the facility. Loose carpet presents accessibility

concerns, particularly for wheelchair maneuvering. Finally, the current doors, while wide enough to fit a wheelchair through, do not open automatically, making it difficult and unsafe for those with physical challenges to access the library. The installation of automated doors is necessary to ensuring that all patrons have equal access to the entire library. The CPL is in need of the proposed renovations so it can fulfill its commitment to creating an environment where people "...feel comfortable to learn, share, discover, and create".

In addition to the aforementioned proposed renovations, a Keystone Grant will allow the CPL to reconfigure space in its existing structure in order to incorporate a makerspace. "Making + Learning in Museums and Libraries: A Practitioners Guide and Framework" defines a makerspace as a physical space that encourages people to "think with their hands and develop new fluencies through explorations involving tools and materials."

A recent library patron survey used to gauge makerspace interest indicated that 96% of respondents would welcome and use a makerspace. Respondents ranged in age from children through adults, with the vast majority of respondents being adults in the 25-55 age range. The CPL has already incorporated maker activities into programs for children and teens, offering Homeschool Craftermoons, a LEGO Club, Drop-in STEAM Labs, and DIY Clubs for students in 4th – 12th grades. In the fall of 2017 the CPL began offering simple maker classes for adults that have proven popular. Maker programs for all ages have been well attended and are frequently filled to capacity. The physical renovation project, including the addition of a makerspace, is specifically recognized as a priority within the library's 5-year strategic plan. The plan was developed by a committee comprised of the CPL's board, staff, and members of the Cranberry Township community. In 2016, the plan was officially adopted by the CPL's Board of Directors, a 7-member board appointed by the Cranberry Township Board of Supervisors. The CPL's Board governs the library, hires key staff members, sets objectives, controls its finances, and formulates its operating policies. Every 5 years, the CPL Board updates the strategic plan and as part of this process, examines trends in library utilization to identify needs for future growth. To support the Board's decision to include a makerspace in its 5-year plan, the CPL looked to a 2015 Pew Research Center survey which concluded that there is "growing public support for libraries moving some books and stacks to create space for community and tech spaces."

Library users recognize the importance of life-long learning and have come to expect exemplary facilities and services. CPL strives to keep up with the rapid pace of change and growth within the community. The proposed renovations will meet this community need and position the library for future growth.

STATE ASSURANCES

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for a Keystone Recreation, Park and Conservation Fund library grant, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure planning, management and completion of the project described in this application.
2. Has duly adopted or passed by its governing body as an official act, resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the persons identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Will give the Commonwealth of Pennsylvania, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
4. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the Pennsylvania Department of Education, Office of Commonwealth Libraries.
5. Has a formal, legal relationship with the public library that the project will benefit, either by that public library being a department or unit of local government or through a contract describing mutual obligations and responsibilities.
6. Will comply with the requirements of the Pennsylvania Department of Education, Office of Commonwealth Libraries with regard to the drafting, review and approval of construction plans and specifications.
7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. Will begin work within 90 days of contract approval and complete work within 18 months.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
9. Assures sufficient funds will be available for effective operation and maintenance of the state-aided public library or state-aided public library system.
10. Assures the public library will provide basic library service free of charge without discrimination to all residents of the library's service area.

11. Will comply with the Pennsylvania Flood Plain Management Act 166 (32 P.S. § 679.101-679.601) and the regulations issued pursuant thereto (Title 12, Chapter 113).
12. Will comply with the Steel Products Procurement Act of March 3, 1978, (P.L.6, No. 3, § 1, 73 P.S. § 1881 et seq.).
13. Will comply with the Trade Practices Act (71 P.S. § 773.101 et seq.).
14. Will comply with the Public Works Contractor's Bond Law of 1967 (8 P.S. § 191 et seq.) if the amount of the contract exceeds \$5,000.
15. Will comply with the Commonwealth Procurement Code (62 Pa. C.S. § 101 et seq.).
16. Will include provisions to ensure compliance with the Steel Products Procurement Act (73 P.S. § 1881 et seq.), the Trade Practices Act (71 P.S. § 773.101 et seq.), the Public Works Contractor's Bond Law of 1967 (8 P.S. § 191 et seq.), the Commonwealth Procurement Code (62 P.S. § 101 et seq.), the Pennsylvania Prevailing Wage Act (43 P.S. § 165-1 et seq.), the Minority and Women Business Enterprise (Executive Order 1996-8), and the Agricultural Land Preservation Policy (Executive Order 2003-2) in all contracts and subcontracts for construction, reconstruction, alteration, repair, improvement or maintenance of the public library building.
17. Will comply with local zoning ordinances and be in compliance with Act 2000 – 68, a land use amendment to the Pennsylvania Municipalities Planning Code.
18. Will comply with all environmental protections laws and will assure that no adverse environmental impact will occur as a result of this project.

Authorizing Signatures

For the Municipality (required):



Signature of Authorized Certifying Municipal Official TOWNSHIP MANAGER/SECRETARY
Title

JERRY A. ANDREE
Type or Printed Name

CRANBERRY TOWNSHIP
Official Name of municipality

6/4/18
Date Signed

For the Library (required):



Signature of Certifying Library Board Official President
Title

Joel Caracciolo
Typed or Printed Name

Cranberry Public Library
Official Name of the Library

6/5/2018
Date Signed

For School District (only if applicable):

Signature of Certifying School District Official Title

Typed or Printed Name

Official Name of the School District

Date Signed

Payment Terms, Responsibilities and Contact Information

1. **PROJECT OFFICER:** The person designated to act for the Commonwealth in managing this contract is:

Edward Lupico
Email address: elupico@pa.gov
Phone number: 717.783.5747

2. **PAYMENTS:** Except as indicated herein, invoices shall be paid promptly by the Commonwealth with payment sent to:

Cranberry Township
2525 Rochester Road, Ste 400
Cranberry Township, PA 16066-6499

Terms of Payment:

In consideration of the project to be undertaken by Cranberry Township, the Department grants to Cranberry Township a sum of \$475,964.00 in accordance with the Budget.

Three payments of \$158,654.67 grant funds shall be made. Each payment shall be made when the appropriate amount of funds have been expended by the Grantee as indicated on the general invoice and the Grantee has submitted a request for payment, accompanied by the general invoice and documentation of expenditures.

3. **INVOICES:**

Grantee must mail invoices to the following address:

Pennsylvania Department of Education
Office of Commonwealth Libraries
Forum Building, Room 221
Attention: Keystone Grants
607 South Drive
Harrisburg, PA 17120-0600

4. **FISCAL REPORTING:**

The Grant Recipient shall submit the following fiscal reports:

- A Final Financial Summary to the Project Officer stating the actual expenses incurred compared to budget estimated costs as stated in Appendix B within 60 days of the final payment of grant money under the contract.

- Progress Reports submitted quarterly or more frequently as may be determined by the Office of Commonwealth Libraries.

Any unexpended funds remaining at the end of the grant period must be returned to the Department of Education.

The fiscal reports must be submitted to:

Pennsylvania Department of Education
Office of Commonwealth Libraries
Forum Building, Room 221
Attention: Keystone Grants
607 South Drive
Harrisburg, PA 17120-0600

5. FUNDING LEVEL

a. **THE TOTAL COST TO THE COMMONWEALTH UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE AGREEMENT.**

Payment of that amount is contingent upon the availability of Federal and State Program funds and State Legislative appropriations sufficient to pay the total costs.

Any funds provided to the Grantee under this Agreement may only be used in accordance with this Agreement.

b. **FUNDING INCREASE** – If the Commonwealth determines that additional Federal or State program funds are available for use under this Agreement, the Commonwealth may at its sole discretion increase the approved program cost. Such increases will be made in accordance with paragraph 6 ("Funding Adjustments").

c. **FUNDING DECREASE** – The Commonwealth reserves the right, at its sole discretion, to reduce the total cost of this Agreement when:

- (1) During any quarter of the agreement period, the Grantee spends less than the total amount planned on the approved Program Budget of this Agreement for such quarter; or
- (1) The Federal or State funds appropriated by the U.S. Congress and/or State Legislature are less than anticipated

by the Commonwealth after Execution of this Agreement hereunder; **or**

- (2) The funds appropriated are later unavailable due to a reduction or reservation in the appropriation.

Such decreases will be made in accordance with paragraph 6 ("Funding Adjustments").

d. **UNEXPENDED FUNDS** – The Grantee understands and agrees that unexpended funds which are subject to the Tydings Amendment (20 U.S.C. §1225) may be carried over into the school year following the term of this Agreement. Regarding funds that are not subject to Tydings and which remain unexpended at the end of the term of the Agreement or upon termination of the Agreement shall be returned to the Commonwealth within sixty (60) days of the project's ending date or termination date along with the submission of the Final Completion Report and/or Final Expenditure Report, depending on the applicable program requirements.

e. **WITHHOLDING OF FUNDING.** Without limitation of any other remedies to which it is entitled hereunder or at law, the Commonwealth shall have the right to withhold the funding granted under this Grant Agreement, in whole or in part, for any of the following reasons, without limitation:

- (1) failure of Grantee to fulfill in a timely and proper manner its obligations hereunder;
- (2) violation of laws, regulations or policies applicable to the grant or to the implementation of the project funded under this Grant Agreement; and
- (3) misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Grant Agreement.

6. FUNDING ADJUSTMENTS

Funding Adjustments may be made for the following reasons and in the following manner:

a. **Funding Increase:**

- (1) The Commonwealth shall notify the Grantee in writing of any funding increases under this Agreement.
- (2) Upon receipt of this notice the Grantee shall revise and submit to the Commonwealth a revised Program Summary

Budget and if necessary, any revised pages of the Narrative which shall reflect the increase of funds.

- (3) Funding increases will take effect upon Commonwealth's receipt and approval of the revised documents, which shall be incorporated in and made part of this Agreement.

b. **Funding Decrease:**

- (1) The Commonwealth shall notify the Grantee in writing of any funding decreases.
- (2) Funding decreases will be effective upon receipt by the Grantee of the Commonwealth's funding decrease notice.
- (3) Funding decrease notices shall be incorporated in and made part of this Agreement.

c. **Transfer of funds among cost categories and/or object codes:**

Any transfer of funds among cost functions and/or object codes must be made consistent with the applicable Program Guidelines.