

081009-2

**RESOLUTION**

WHEREAS, Borough of Gettysburg

("Applicant") desires to undertake the following project

Borough of Gettysburg Municipal Building Energy Conservation Project; and  
(project title)

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "**Signature Page for Grant Agreement**"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

**NOW THEREFORE, it is resolved that:**

1. The "**Signature Page for Grant Agreement**" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of Borough Manager.
2. If this Official signed the "**Signature Page for Grant Agreement**" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "**Signature Page for Grant Agreement**", signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the **TITLE** specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

Borough Council

*(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)*

of the applicant this 10<sup>th</sup> day of August, 2009.

Jana L. Stall  
Secretary (Signature of the Secretary of the governing body)

**DCNR USE ONLY**

Project Number: \_\_\_\_\_

**SIGNATURE PAGE FOR GRANT AGREEMENT**

Legal Name of Applicant/Grantee

Borough of Gettysburg

Federal Employer Identification No. 23-6002866

**WITNESS:**

*Sara L. Stull*  
Original Signature

**GRANTEE:**

*John D Lawver Jr*  
Original Signature

**Date:** 8/13/09

John D Lawver, Jr  
(typed or printed)

**Title:** Borough Manager

**Date:** 8/13/09

**DCNR USE ONLY**  
Project Number: \_\_\_\_\_

**ATTACHMENT - CERTIFICATION**

The term "Applicant" as used below refers to the Applicant as Grantee if awarded a grant.

To the best of the Applicant's Knowledge:

1. All property to be developed or improved with DCNR Grant funding must be owned or controlled by the Applicant. Should the property be leased, the Applicant must have control of the property(ies) for a minimum of 25 years.
2. The property/site used for this project will only be used as described in the grant application approved by DCNR. The Applicant shall keep the site open and accessible to the public at reasonable times of the year, consistent with the nature of the site.
3. The Applicant shall comply with the requirements and guidelines of the Americans with Disability Act of 1990 and the Architectural Barriers Act of 1968.
4. The Applicant shall insure that no person will be denied access to or use of the site on the basis of race, color, religion, ancestry, income, national origin, age or sex. The Applicant shall not discriminate in making the site, as well as reservation, membership or permit systems for use of the site, available to all persons, regardless of residency.
5. Any and/or all wetland areas located on the property to be acquired/developed have been identified and will be protected in accordance with applicable state/federal laws and regulations.
6. The property to be acquired/developed has not been used for storage/disposal of toxic chemicals/waste and is not affected by such a site.
7. The Applicant is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
8. The Applicant is not delinquent in the payment of any Commonwealth obligation, including taxes.
9. The proposed project is not in violation of the Governor's E.O. 2003-2 for "Preservation of Prime Agricultural Lands."
10. The Applicant has assessed what administrative, cash, and/or non-cash needs will be required to provide the local match for the requested grant herein applied and affirms that the match is available and the Applicant has the capacity to proceed with the project.
11. If the Applicant is an "Authorized Organization" as defined in Section II, page 7 of the Grant Manual, the Applicant shall not directly or indirectly, preclude access to or use of any forested land for the practice of sustainable forestry and commercial production of timber or other forest products.
12. If "In-kind Services" are used as a portion of the required match, the in-kind service rates do not exceed the Organization's normal billing rates and do not include food, drinks, gifts, and other hospitality items related to the general promotion of the organization or the promotion of any projects that the organization is involved in;
13. No Grant Funds or costs related to fund raising and/or lobbying government officials for the benefit of the organization, in general or for any specific projects, are included in the Budget/Cost Estimate.

Borough of Gettysburg

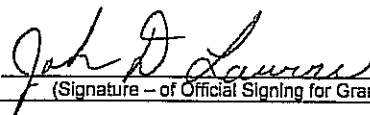
Name of Applicant

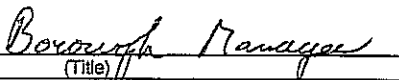
Adams

County

Borough of Gettysburg Municipa Building Energy Conservation Project

Project Title

  
(Signature -- of Official Signing for Grantee)

  
(Title)

8-13-2009  
(Date)

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Borough Council

*(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)*

of the applicant this 10<sup>th</sup> day of August, 2009.

  
Secretary (Signature of the Secretary of the governing body)

**DCNR USE ONLY**

Project Number: \_\_\_\_\_

**SIGNATURE PAGE FOR GRANT AGREEMENT**

Legal Name of Applicant/Grantee

Borough of Gettysburg

Federal Employer Identification No. 23-6002866

**WITNESS:**

Sara L. Stull  
Original Signature

**GRANTEE:**

John D Lawver Jr  
Original Signature

**Date:** 8/13/09

John D Lawver, Jr  
(typed or printed)

**Title:** Borough Manager

**Date:** 8/13/09

**DCNR USE ONLY**

Project Number: \_\_\_\_\_

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5. Any and/or all wetland areas located on the property to be acquired/developed have been identified and will be protected in accordance with applicable state/federal laws and regulations.
6. The property to be acquired/developed has not been used for storage/disposal of toxic chemicals/waste and is not affected by such a site.
7. The Applicant is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
8. The Applicant is not delinquent in the payment of any Commonwealth obligation, including taxes.
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Borough of Gettysburg

Name of Applicant

Adams

County

Borough of Gettysburg Municipa Building Energy Conservation Project

Project Title

*John D. Lawrence*  
(Signature - of Official Signing for Grantee)

*Borough Manager*  
(Title)

8-13-2009  
(Date)