

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

SECOND AMENDMENT TO CONTRACT NO. C000050294

This contractual Agreement entered into by and between the **Commonwealth of Pennsylvania, Department of Community and Economic Development**, hereinafter referred to as the "**Grantor**", and the

**COMMUNITY ACTION AGENCY OF DELAWARE
COUNTY, INC.
Government Center, 201 W. Front Street
Media, PA 19063**

hereinafter referred to as the "**Grantee**" party of the second part.

WITNESSETH:

WHEREAS, the **Grantor** has a Contract with the **Grantee**, and

WHEREAS, the **Grantor** wishes to amend the Contract to allow the **Grantee** to carry out the scope of services, and

NOW, THEREFORE, the parties hereto intending to be legally bound do hereby agree to the following:

1. Those programmatic changes and modification detailed in Appendix A, B & C.
2. The amount of this Budget Amendment is FOUR HUNDRED TWENTY NINE THOUSAND, SIX HUNDRED THIRTY SIX DOLLARS (\$429,636.00) AND NO CENTS-----. The total amount of this Contract as amended will be EIGHT HUNDRED SEVENTY TWO THOUSAND, FIVE HUNDRED TWENTY SEVEN DOLLARS (\$872,527.00) AND NO CENTS-----.
3. All terms and conditions of this Contract not changed or modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

COMMUNITY ACTION AGENCY OF
DELAWARE COUNTY, INC.

For Commonwealth signatures only

Vendor Number _____
Federal Identification Number _____

Commonwealth of Pennsylvania
Acting through the
Department of Community and
Economic Development

GRANTEE: Please sign & complete at "X's" only

X By [Signature] (Seal)
X Title Chief Executive Officer
X Date 3-2-12

[Signature] 3/12/12
Secretary/Deputy Secretary Date

Approved:

X By [Signature]
X Title Secretary, Treasurer
X Date 3-2-12

I hereby certify that funds in the amount of
\$429,636 are available under Appropriations
Symbol:

7021311000 2419001000 P390429042006600700 -
\$207,536
7022211000 2419001000 P395009503006600700 -
\$209,950
7022211000 2419001000 P395009503306600700 -
\$12,150

Program WXX
Contract # C000050294
CFDA # DOE: 81.042
CFDA # LIHEAP: 93.568

For Commonwealth signatures only

Approved as to Legality and Form

[Signature] 3/9/12
Office of Chief Counsel Date

Preapproved Form # 4-K-2202
Office of General Counsel Date

Preapproved Form # 4-K-2202
Office of Attorney General Date

Comptroller approved as to fiscal responsibility,
budgetary appropriateness and availability of
funds:

[Signature] 3/22/12
Comptroller Date



WEATHERIZATION ASSISTANCE PROGRAM PROPOSAL SUMMARY

SECTION I: GENERAL INFORMATION

CONTRACT NUMBER: C00050294	IRS TAX EXEMPT NUMBER:
SUBGRANTEE: Community Action Agency of Delaware County	
AGENCY ADDRESS: 201 West Front St; Toal Building, Media, PA 19063	
EXECUTIVE DIRECTOR: Edward T. Coleman	TELEPHONE: (610) 891-5159
CONTACT PERSON Joseph Raines	TELEPHONE: (610) 891-5159

AMOUNT OF GRANT REQUEST	
Total Grant:	\$ 429,636
DOE:	\$ 222,100
LIHEAP Crisis:	\$207,536.00
Other:	

OTHER NON-WEATHERIZATION FUNDS	
SOURCE	AMOUNT
Total:	\$

SECTION II: APPLICATION SUMMARY

PROPOSED EXPENDURE PERIOD	
(DOE) From: 7/1/2011	To: 6/30/2012
(LIHEAP Crisis) From: 10/01/2011	To: 9/30/12
(OTHER) From:	To:
Area(s) to be served: Delaware County	

PROPOSED # UNITS TO BE WEATHERIZED	
DOE:	80
LIHEAP CRISIS:	163
OTHER:	

SECTION III: PROGRAM SUMMARY

The Delaware County Weatherization Program provides low-income homeowners and rental households with weatherization assistance. The program is administered by Community Action Agency of Delaware County and uses direct hire field workers and sub-contractors for all heater repair and replacement work.

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SECTION III: PROGRAM SUMMARY *(cont'd)*

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SECTION IV: CERTIFICATION

AUTHORIZED SIGNATURE: 	NAME AND TITLE: Edward T. Coleman, Chief Executive Officer
DATE SUBMITTED: 11/30/11	

Appendix A P22B2

PA Weatherization Program
Budget Summary for FY 2011 - 2012

Agency:	Community Action Agency of Delaware County
Application Date:	11/30/2011
Proposed Contract Period:	07/01/2010 - 09/30/2013
Expenditure Period:	07/01/2011-9/30/12
Amendment Number: <i>(if applicable)</i>	2
Contract Number:	C000050294
Amendment Date:	10/11/2011

	DOE	LIHEAP	FY 11/12 Total Wx Program
I. Administration			
A. Personnel	13,540.00	10,376.00	23,916.00
B. Operating Costs	0.00	0.00	0.00
C. Office Equipment	0.00	0.00	0.00
TOTAL ADMINISTRATIVE COSTS	\$13,540.00	\$10,376.00	\$23,916.00
II. Financial Audit			
A. Financial Audit	3,000.00	0.00	3,000.00
TOTAL FINANCIAL AUDIT COSTS	\$3,000.00	\$0.00	\$3,000.00
III. Direct Services			
A. Program Support	94,377.00	6,566.00	100,943.00
B. Program Operations	85,559.00	190,594.00	276,153.00
C. Vehicles & Major Equipment	0.00	0.00	0.00
D. Health & Safety	1,815.00	0.00	1,815.00
TOTAL DIRECT SERVICES	\$181,751.00	\$197,160.00	\$378,911.00
IV. Liability			
A. Liability	11,659.00	0.00	11,659.00
TOTAL LIABILITY	\$11,659.00	\$0.00	\$11,659.00
V. Training & Technical Assistance			
A. Training & Technical Assistance	12,150.00	0.00	12,150.00
TOTAL Training & Technical Assistance	\$12,150.00	\$0.00	\$12,150.00
GRAND TOTAL	\$222,100.00	\$207,536.00	\$429,636.00
	DOE	LIHEAP	
Proposed Number of Units	80	163	
Cost per Unit (as per DOE)	\$2,776	\$1,273	

SPECIAL CONDITIONS
WEATHERIZATION ASSISTANCE FOR LOW-INCOME PERSONS PROGRAM

Notwithstanding any provision contained herein to the contrary, the following Special Conditions apply to the above – referenced grant contract and are incorporated therein:

Original:

The grant contract amount represents the entire amount allocated to each agency based on a distribution formula. The agency will initially have spending authority for 50% of the allocation. Over the course of the 2010-2011 program year, the other 50% will be authorized or redistributed based upon specific performance quality metrics that will focus on quality, reporting and compliance with production schedules and the all other program requirements.

Subsequent Amendment:

Federal Funding Accountability and Transparency Act Provisions.

- (1) Registration and Identification Information.
 - (A) The Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which the Grantee has active federal awards funded pursuant to this Contract. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
 - (B) The Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides this information.
- (2) Primary Location.
 - (A) The Grantee must provide to the Commonwealth the primary location of performance under the grant award, including the city, State, and zip+4. If performance is to occur in multiple locations, then the Grantee must list the location where the most amount of the grant award is to be expended pursuant to this Contract.
 - (B) The Grantee must provide this information to the Commonwealth along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides this information.
- (3) Compensation of Officers.

- (A) The Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received:
 - (a) 80 percent or more of its annual gross revenues in Federal awards; and
 - (b) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (B) If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.
- (C) The Grantee must provide information responding to this question along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides such information responding to this question.