

## GRANT AGREEMENT

**Contract #0000000000000000000089680**

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Utility Regulatory Commission (the "State") and the **NUCA of Indiana, Inc.** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### **1. Purpose of this Grant Agreement; Funding Source.**

The purpose of this Grant Agreement is to enable the State to award a Grant of \$10,500 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-1-26-24 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

### **FUNDING SOURCE:**

No federal funds shall be used to fund this grant.

The Underground Plant Protection Account established by Indiana Code § 8-1-26-24 is the state funding source.

### **2. Representations and Warranties of the Grantee.**

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

### **3. Implementation of and Reporting on the Project.**

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request by the State and shall contain such detail of progress or performance on the Project as is requested by the State.

#### **4. Term.**

This Grant Agreement commences on November 1, 2024 and shall remain in effect through December 31, 2025. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

#### **5. Grant Funding.**

A. The State shall fund this Grant in the amount of \$10,500. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

#### **6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within 10 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 35 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 10 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

## **7. Project Monitoring by the State.**

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

## **8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit C** (Guidelines for Non-governmental Entities).

## **9. Compliance with Laws.**

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics

Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

- (1) The Grantee and any principals of the Grantee certify that:
  - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
    - (ii) IC § 24-5-12 [Telephone Solicitations]; or
    - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

#### **11. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.**

As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**13. Funding Cancellation.**

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.**

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**15. Information Technology Accessibility Standards.**

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

**16. Insurance.**

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with

applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**18. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

For payment notices and invoices:

Attn: Director of Operations  
Indiana Utility Regulatory Commission  
101 West Washington Street, Suite 1500E  
Indianapolis, Indiana 46204  
[dakosco@urc.in.gov](mailto:dakosco@urc.in.gov)

For legal notices:

Beth E. Helene, General Counsel  
Indiana Utility Regulatory Commission  
101 West Washington Street, Suite 1500E  
Indianapolis, Indiana 46204  
[generalcounsel@urc.in.gov](mailto:generalcounsel@urc.in.gov)

B. Notices to the Grantee shall be sent to:

Rebecca Risdon, Executive Director  
NUCA of Indiana, Inc.  
PO Box 2466  
South Bend, Indiana 46680  
[execdirector@nucaofindiana.com](mailto:execdirector@nucaofindiana.com)

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.**

The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.**

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.**

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Federal and State Third-Party Contract Provisions.**

There are no federal funds provided by this Grant.

**25. Provision Applicable to Grants with tax-funded State Educational Institutions:  
"Separateness" of the Parties.**

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

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**Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>.

**In Witness Whereof**, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

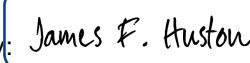
**NUCA of Indiana, Inc.**

Signed by:  
By:   
8B646AEE25BC44D...

Title: Executive Director

Date: 11/21/2024 | 17:25 PST

**Indiana Utility Regulatory Commission**

Signed by:  
By:   
02320387E0D1414...

Title: Chairman

Date: 11/27/2024 | 13:19 EST

|                                                                                                                            |                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                            | Electronically Approved by:<br>Department of Administration<br><br>By: _____ (for)<br>Rebecca Holw erda, Commissioner                                                                                       |
| Electronically Approved by:<br>State Budget Agency<br><br>By: _____ (for)<br>Joseph M. Habig, Acting State Budget Director | Approved as to Form and Legality: Office of Attorney General<br><br><i>Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on February 13, 2024 FA 24-02</i> |

**Exhibit A**

Grant Application # \_\_\_\_\_ (for IURC use only)

Page 1

**Underground Plant Protection Account Grant Application**

**Grantee Information**

1. **Name and title** (if applicable): Rebecca Risdon, Executive Director – National Utility Contractors Association of Indiana, Inc. (NUCA of Indiana)
2. **Entity type** (person; non-profit; for-profit; state, county, city, or township government, other -please specify): Non-profit
3. **Business or Government Name** (if applicable): National Utility Contractor Association of Indiana, LLC
4. **Phone number**: (574) 340-9473
5. **Address for notices**: PO Box 2466, South Bend, IN 46680
6. **Address matching the company's W-9 and Direct Deposit forms** (or write "see above"): See above
7. **Email**: execdirector@nucaofindiana.com
8. **Company website** (if applicable): www.nucaofindiana.com
9. **Alternate contact person, phone, and email** (if applicable): Kurt Youngs (574) 340-9470
10. **Fines that result from violations of Ind. Code ch. 8-1-26, the Ind. 811 Law, are due within 90 days of the final order; if training is required, it must be completed within 180 days of the final order. Is the applicant past due on any fines or training penalties? If yes, please explain.** No
11. **Please type "YES" to confirm you understand that training paid for with this grant does not satisfy a penalty approved under the Ind. 811 law, Ind. Code ch. 8-1-26:** Yes

**Grant Signatory Information**

12. **Name, title, and email of the person signing the grant** (if it is the same person in Grantee Contact, write "see above"). See above

**Exhibit A**

Grant Application # \_\_\_\_\_ (for IURC use only)

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**Grant Project Scope****13. Estimated start date for project:** Sept 09, 2024

**14. Estimated length of time for project:** I would like to have 6 meetings per year. The additional meetings would occur if legislation was to be presented. Each meeting would last approximately 6 hours. If scheduling conflicts occur and less than six meetings are held, I would only invoice for the number of meetings that are actually held. The invoice would be submitted within 30 days after the meeting is held.

**15. Describe the specific details of your proposed project. Why did you select this project, what do you intend to do, and how will it improve underground facility safety?**

This group began in 2015 and includes Facility Owners, Contractors, Locaters, Academia, Engineers, IURC Staff, OUCC Staff, 811 staff, occasional Legislators as well as lobbyists. The goal of this group is to provide an opportunity for each Stakeholder Group to discuss and express concerns, increase communications, build relationships and address concerns that address the entire industry. It is to bring Stakeholders together to present a united, cross industry front on legislative changes and issues, as requested by Legislators. These meetings are facilitated by Steve Allen with Energy Worldnet and chaired by Kurt Young with NUCA of Indiana. Subcommittees are created out of this group to address different opportunities that present themselves. Such subcommittees include: Project Locate group, Ticket Scope Working Group, Software Development, Design Ticket Group and Project Clearing House Group. A sample agenda would include: Introductions, Implementation of new legislation, Subsurface Utility Engineering white paper discussion, Proposed updates on Transaction Records pertaining to CGA Best Practices, Project Ticket discussion, Enhanced Meet and Greet and open discussion/new business.

**16. Provide a schedule and/or list of milestones for your proposed project:**

There will be bi-monthly meetings. Roughly: September, November, January, April, June, and August. The specific dates will be dependent on the schedules of the monthly attendees. The successful passing of House Bill 1122 Legislation is a past milestone example and a forthcoming Joint Meet Ticket will be our upcoming focus. The possible increase in frequency is dependent on opportunities presented and legislation, if necessary.

**17. Ind. Code § 8-1-26-24, establishes the Underground Plant Protection Account to provide funding for programs established and administered by the Indiana Utility Regulatory Commission as listed below. This project will be (please check at least one box):**

- ☐ A public awareness program concerning underground plant protection.
- ☐ A training or educational program for contractors, excavators, locaters, operators, and other persons involved in underground plant protection.
- ☒ An incentive program for contractors, excavators, locaters, operators, and other persons involved in underground plant protection to reduce the number of violations of Ind. Code chapter 8-1-26.

**Exhibit A**

Grant Application # \_\_\_\_\_ (for IURC use only)

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**18. Please provide your target audience and demographics for this project:** a. Who will this project benefit? *(ex. your employees, the public, the excavation community)* Contractors, municipalities, excavators, utilities, pipeline operators, regulators, taxpayers, consumers and project owners

b. Is there a target age range, industry, or other demographic you're targeting for this project? *(ex. elementary aged children or licensed plumbers)* Contractors, municipalities, excavators, utilities, pipeline operators, regulators

c. If targeting businesses or people outside your company, how did you choose who to target? This group was created in 2015 targeting key company representatives, Indiana 811 and the Indiana Utility Regulatory Commission to improve damage prevention and to bring in a cross section of participants allowing the group to discuss suggestions and find law change objections prior to going before the Legislature.

**19. Please provide a description of how your program's results will be measured to determine the value and relative effectiveness of your program** *(ex: we hope companies will accept at least 80% of the keychains we offer. We anticipate at least 100 people in attendance. We will survey the attendees after the program has finished and provide those results to the IURC):*

This project has proven success. Past history has proven the effectiveness of this group in regards to agreement on legislation. When House Bill 1122 was presented, it was passed through the House with yeas 97, nays 0. In the Senate, it passed with 49 yeas, nays 0. The only way to have such success and pass legislation without objection to improve safety is to get buy in from all Stakeholders. Presenting a united front is what Legislators would like to see.

**Exhibit A**

Grant Application # \_\_\_\_\_ (for IURC use only)

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**Related Grants and Actions**

**20. Have you done a similar project in the past?** (if no, write N/A and skip questions (a) and (b) below) This project has proven success. Past history has proven the effectiveness of this group in regards to agreement on legislation. When House Bill 1122 was presented, it was passed through the House with yeas 97, nays 0. In the Senate, it passed with 49 yeas, nays 0 a. Were there any lessons learned from the last project? There has been proven success to having this group. Active working groups have resulted from this group and continue to do so, including Indiana 811's software development.

b. Explain how the scope of this grant differs from the last project and how you intend to implement lessons learned from your previous project. The most recent changes to this group is the meeting location of Indiana 811's Call Center. That location is no longer available to the group due to the increase in participants. The chairman and facilitators of this group has occasionally changed throughout the inception of this group. With this group being of such great importance to its participants, a different grant request is necessary to ensure the continuation of this Stakeholders Group. The increase in participants has brought an increase in opportunities, therefore additional meetings may be necessary.

**21. If this grant award is contingent on proof of completion of training or other action(s), you MUST attach documentation proving that the action(s) were completed.** (type YES or N/A) N/A

**Metrics Information**

**22. How did you learn about the UPPA Fund?** The IURC and the Northern Indiana Damage Prevention Council

**23. What is your current role related to excavation or pipeline safety?** Indiana Damage Prevention Council – Northern Chapter Secretary and I am the Executive Director for the Indiana Chapter of the National Utility Contractor Association (NUCA).

**24. Briefly list other measures your company has/intends to take related to public awareness, training/education, and incentives for pipeline safety.** The National Utility Contractor Association – Indiana Chapter continues to reach out to participants at the Northern and Central Indiana Damage Prevention Council monthly meetings to find opportunities to increase communication, education and awareness regarding damage prevention and safe digging practices to stakeholders throughout Indiana.

**Exhibit B**

Grant Application # \_\_\_\_\_ (for IURC use only)

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**Project Budget**

**Provide a detailed budget narrative, being as specific as possible about what you will purchase with the grant funds. Add specific costs within the categories below (ex. under "Supplies", 12 keychains at \$1 each = \$12 total; write n/a if you do not have project funds in the category):**

☐ **Consultants/Contracts:**

- **Consultant Fees:** Click here to enter text.
- **Consultant Expenses:** Click here to enter text.
- **Contracts:** Click here to enter text.

☐ **Equipment:** Click here to enter text.

☐ **Personnel:** Click here to enter text.

☐ **Supplies:** Click here to enter text.

☐ **Travel Packages:** Click here to enter text.

☐ **Other:** Meeting room (\$400), and plans to provide coffee, water, drinks, and catered lunch at locations where outside food is not permitted for approximately 50 people x \$27 per person = \$1,350.00 for a total meeting amount of \$1,750.00. Since 2015, there has been an average of 40 attendees per meeting. Additional interest has been expressed, upping the invitations sent. The amount requested in this grant compared to the grant that was submitted previously by Indiana 811 is that it is necessary to pay for meeting space, when previously the meetings were held at the Indiana 811 Call Center. Certain locations will not allow outside food or beverages, which was previously not a concern. A possible increase in meetings will result in an increase in food and beverage costs. If a meeting location presents itself where there is not a charge for room space and food is able to be brought it, the actual amount spent will be what is invoiced.

**Payments in Advance:** Generally, you must submit requests for payment to the IURC within 35 calendar days **after** the date the services were provided or goods purchased. **You may not submit claims more frequently than monthly.** If you will request payments in advance, you must provide the justification here. This does not guarantee your claim will be paid in advance: Click here to enter text.

Total estimated cost of the project: \$1,750 per meeting x 6 meetings per year

Other sources of funding for the project (if applicable): N/A

**Total amount requested: \$ 10,500**

## **EXHIBIT C -- Annual Financial Report for Non-governmental Entities**

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
  - a. There is no filing fee to do this.
  - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
  - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
  - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
  - f. Login credentials for filing the E-1 and additional information can be obtained using the [notforprofit@sboa.in.gov](mailto:notforprofit@sboa.in.gov) email address.
- 2) A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpgtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs)
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.