

## GRANT AGREEMENT

**Contract #000000000000000000068194**

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Utility Regulatory Commission (the "State") and Indiana Underground Plant Protection Service (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 \$48,164 (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 January 01, 2023 and shall remain in effect through December 31, 2023. 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 \$48,164. 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: Business Manager  
Indiana Utility Regulatory Commission  
101 West Washington Street, Suite 1500E  
Indianapolis, Indiana 46204

*For legal notices:*

Beth E. Heline, 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:

Justin Sell, Executive Director  
Indiana Underground Plant Protection Service  
1433 Holey Moley Way  
Greenwood, IN 46143

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.

Indiana Underground Plant Protection Service

Indiana Utility Regulatory Commission

By: Justin Sell  
A6FAAEE21E8F491...

By: James F. Huston  
02320387E0D1414...

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Executive Director

Title: Chairman

Date: 11/2/2022 | 09:15 EDT

Date: 11/2/2022 | 09:25 EDT

	Electronically Approved by: Department of Administration  By: _____ (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency  By: Zachary Q. Jackson, Director (for)	Approved as to Form and Legality: Office of Attorney General  <i>Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on April 4, 2022 FA 22-20</i>

## EXHIBIT A

### Underground Plant Protection Account Grant Application

#### Grantee Information

1. **Name and title** *(if applicable)*:
  - a. Lauryn Luckey - Education and Outreach Manager
  - b. Mason Hubner - Education and Outreach Specialist
  
2. **Entity type** *(person; non-profit; for-profit; state, county, city, or township government, other -please specify)*:
  - a. non-profit - 501(c)6
  
3. **Business or Government Name** *(if applicable)*:
  - a. Indiana 811
  
4. **Phone number**:
  - a. 317-501-2615
  
5. **Address for notices**: 1433 Holey Moley Way Greenwood, IN 46143
  
6. **Address matching the company's W-9 and Direct Deposit forms** *(or write "see above")*: See Above
  
7. **Email**:
  - a. [lluckey@indiana811.org](mailto:lluckey@indiana811.org)
  - b. [mhubner@indiana811.org](mailto:mhubner@indiana811.org)
  
8. **Company website** *(if applicable)*:
  - a. indiana811.org
  
9. **Alternate contact person, phone, and email** *(if applicable)*:
  
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.**
  - a. N/A
  
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:**
  - a. 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”). Justin Sell, Executive Director, jsell@indiana811.org

### **Grant Project Scope**

13. **Estimated start date for project:** The project will begin creation January 1, 2023.
14. **Estimated length of time for project:** The project will conclude December 31, 2023.
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?**
- a. Indiana 811 is planning to partner with National Energy Foundation to complete a children’s educational program for 4th graders throughout the state of Indiana. The 4th grade age range was recommended by Nation Energy Foundation as the best age group to retain and promote messaging after a presentation. NEF has organized kids programs previously and you can find their work at: <https://energysafekids.org>
  - b. Indiana 811 proposes a plan for the development and promotion of an energy safety 811 education program targeted to elementary age students, with the name of Indiana 811 Kids Safe Digging Program. Indiana 811 approaches the project with great enthusiasm and the belief that the need is extremely important and timely, and that great potential and opportunity exists.
  - c. Indiana 811 Kids Safe Digging Program is projected to present, with Indiana 811 Education and Outreach Teams support, at 20 schools in 4<sup>th</sup> grade classrooms throughout the state of Indiana in 2023. NEF will be developing pre & post surveys, kids friendly packets, and teacher packets with guidance from Lauryn Luckey and Mason Hubner. NEF will be training our presenters, the Indiana 811 Education and Outreach Team, to properly present the Indiana 811 Kids Safe Digging Program for the Education and Outreach Team to then review with the students at the school. NEF will complete all of the outreach to coordinate the Indiana 811 Teams presentations with the 20 participating schools. The 20 schools will be divided between the entire state of Indiana with a goal of 6 schools in northern IN, 8 schools in central IN, and 6 schools in southern IN.
    - i. Presenters of this program will be:
      1. Lauryn Luckey - Education and Outreach Manager
      2. Mason Hubner - Education and Outreach Specialist
      3. Maddie McCaughey - INPAA Program Manager
      4. Johnna Bingham - Education and Outreach Specialist
      5. New Hire TBD - Education and Outreach Specialist
  - d. Students and teachers will be provided with 811 safety-focused educational training in both a presentation and materials form. NEF’s instructional materials

will be provided to participating teachers and students. Teachers will receive a teacher folder and a \$25 Amazon e-gift card “mini grant” to promote safe digging within their classrooms. NEF will also design the pre and post surveys for the Indiana 811 Team to distribute and collect. NEF will evaluate the surveys and compile data to be reviewed at the conclusion of the program. (July 2023 and December 2023) NEF will design an 811, kid friendly, all utility encompassing tri-fold to be left with students. NEF will design a poster contest for students to participate in, with parent approval. Once we receive parent approval Indiana 811 owns all poster art work after submission. Indiana 811 will distribute the six iPad and carrying cases to the winning student in the (3) spring and the (3) fall sessions. Students will be provided with items for additional learning with their families at home. Indiana 811 will design a homeowner fact sheet for the students to take home. Indiana 811 will design chip-clips with the color code card for students to take home.

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

NEF will begin the creation of the presentation January 1, 2023.  
Indiana 811 Education and Outreach Team will begin traveling and presenting the Indiana 811 Kids Safe Digging Program Spring of 2023. The project goal is 10 schools in the spring and 10 schools in the fall with two poster contests for each semester.  
The project will be completed December 31, 2023.  
Indiana 811 will receive a final report from NEF about our project December 31, 2023.

**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, locators, operators, and other persons involved in underground plant protection.
- An incentive program for contractors, excavators, locators, operators, and other persons involved in underground plant protection to reduce the number of violations of Ind. Code chapter 8-1-26. *(An incentive program is defined as an initiative that uses financial- or recognition-based motivators to encourage behavioral or cultural changes within organizations that utilize Indiana’s 811 law, with the goal of reducing damages to underground utility facilities.)*

**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)*
  - i. This project will benefit the affected public, more specifically the teacher, parent, grandparent, legal guardian, and student. Indiana 811 Kids Safe Digging Program will provide a teacher packet for teachers and a take-home pamphlet for students. The content of the pamphlets will cover contacting 811 before digging and relate to all utilities - natural gas, electricity, sewer, water and communications (TV, cable, telephone).

- b. Is there a target age range, industry, or other demographic you're targeting for this project? *(ex. elementary aged children or licensed plumbers)*
    - i. Elementary aged children, parents or legal guardians, and teachers.
  - c. If targeting businesses or people outside your company, how did you choose who to target?
    - i. Through conversations with NEF, Indiana 811 decided that the 4th grade students are most receptive to the 811 Before You Dig messaging and is the most likely candidate to promote this message to their household.
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):*
- a. We will be completing pre and post surveys during each classroom visit evaluating the knowledge of 811. Once we complete the visits, we will compile all surveys and send to NEF to evaluate the effectiveness of the message and will receive a full report of the results by December 30, 2023.

### **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)*
- a. Were there any lessons learned from the last project? Click here to enter text.
    - i. Yes! We learned that this project was a huge success and there was a high demand for it in Indiana. We learned that we needed extra supplies for handouts and giveaways.
  - 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. Click here to enter text.
    - i. The scope of this project is very similar to 2022's initiative. Our goal is to maintain outreach to these schools and accommodate those who were unable to register in 2022 for the year 2023.
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)*
- a. N/A

### **Metrics Information**

22. **How did you learn about the UPPA Fund?**
- a. We learned about the UPPA Fund from the virtual Midwest Damage Prevention Conference in 2020. Darby Miller presented the facts and

background about the UPPA Fund and we thought this would be a great opportunity to submit a grant request.

23. **What is your current role related to excavation or pipeline safety?**
- a. Lauryn - I am the Education and Outreach Manager with Indiana 811. I manage the Education and Outreach team. Our team outreaches to Indiana 811 members and various stakeholders in Indiana to educate them about safe digging and 811.
  - b. Mason - I am the Education and Outreach Specialist with Indiana 811. I promote damage prevention throughout central Indiana to excavators, homeowners, and all other applicable parties.
24. **Briefly list other measures your company has/intends to take related to public awareness, training/education, and incentives for pipeline safety.**
- a. **INPAA - Pipeline safety**
  - b. **Education and Outreach Team - Damage prevention**
  - c. **Damage Prevention Councils**
  - d. **Indiana 811 Call Center**

**EXHIBIT B****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:**

**National Energy Foundation (NEF) \$19,200**  
 This is the cost for school outreach, and leave behind materials. We will not get a discount if we do not hit our 20 school goal.

**? Equipment:** [Click here to enter text.](#)

**? Personnel:** [Click here to enter text.](#)

**? Supplies:**

**Corporate Imaging Concepts Leave-Behinds \$14,880.00**

2,500 - Chip clips we are leaving behind for students to take home. Image is attached.

2,500 - Pencils for the students to have and keep to fill out the pre and post surveys. Image is attached.

2,500 - Capes for students to keep to go with our "hard hat hero theme"

2,500 - Flexible plastic hard hats for the students that goes along with our "hard hat hero theme"

**Brainstorm Print Handouts \$2,333.00**

These are the leave behind handouts for students to take home to their families and spread the message of safe digging and Indiana 811. Image is attached.

**Indiana 811's Kids Safe Digging Program Polos & Jackets \$577.00**

These are polos and jackets for the Education and Outreach Team to wear while they are visiting the 20 schools and instructing the ESK program. Image is attached.

**? Travel Packages:**

**Mileage \$4,000.00**

Mileage reimbursement for the Indiana 811 Education and Outreach team as they travel to and from the school presentations.

**? Other:**

**iPad Minis & Carrying Cases \$4,673.76**

**These iPad's will be distributed to the winner of the poster contest. We will include a carrying case and will engrave the iPad Mini with "811 Before You Dig".**

**6 Space Grey, 256 GB, WiFi Only, Engraved with 811 Before Your Dig (3 distributed in the spring & 3 in the fall) - \$3,894**

**6 Black Smart Folio iPad Mini carrying cases - \$474**

**Amazon Gift Cards**

**\$2,500.00**

**Each teacher whose class we present to will receive a "mini grant" in the form of a \$25 amazon e-gift card to use within their classroom. We are expecting 5 teachers per school, with \$25 per teacher, and 20 schools in total.**

**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: **\$48,164.00**

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

**Total amount requested: \$48,164.00**

**Images for review:**

**Corporate Imaging Concepts Chip Clips for Leave-Behinds**

Chip Clips for leave behind item with student:



Chip Bag Clip 2  
actual imprint size



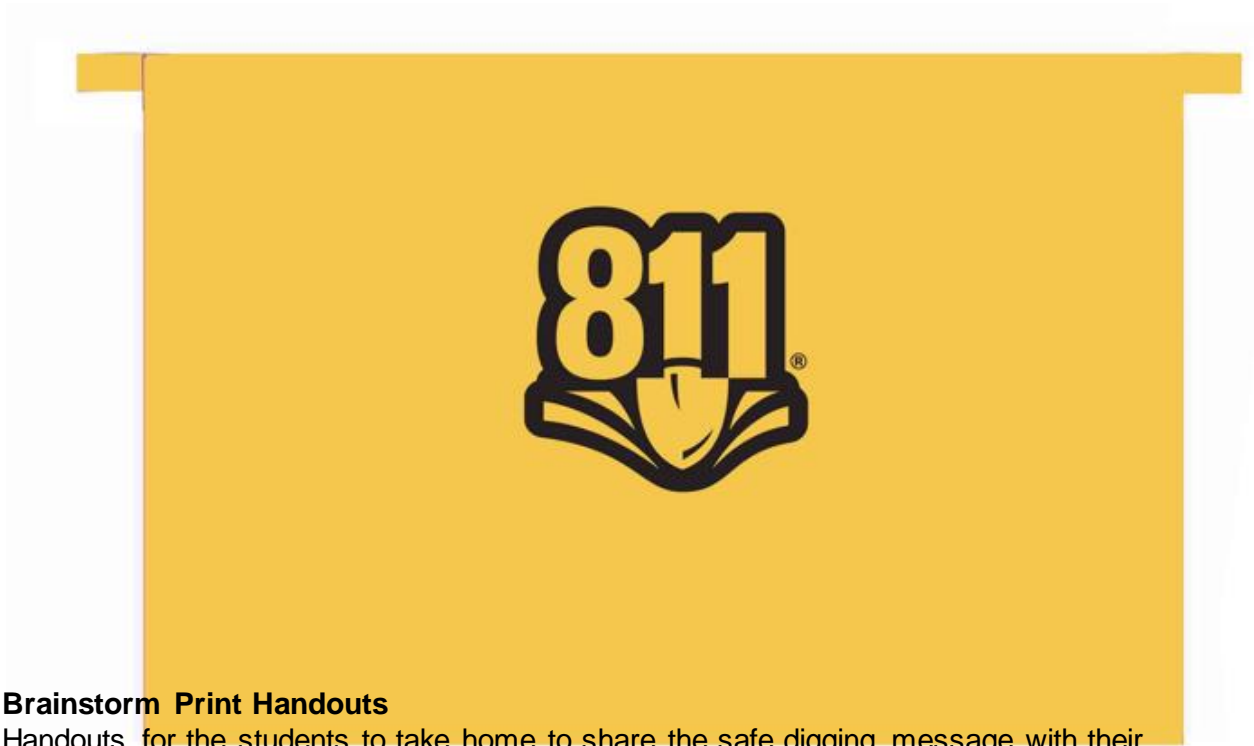
Color Changing 811 logos pencils for leave behind item with student:



Plastic logoed hard hats for leave behind item with student:



811 logoed capes for leave behind item with student:



**Brainstorm Print Handouts**

Handouts for the students to take home to share the safe digging message with their families.

# MYTHS ABOUT DIGGING

DO YOU KNOW WHAT'S TRUE AND WHAT'S **FALSE** ?

**"CALLING MY TICKETS IN ON A MONDAY IS GOOD PLANNING."**  
**FALSE** Avoid long Monday call hold times. There are often long hold times on Monday. Submit your ticket at [Indiana811.org](http://Indiana811.org).

**"IF A GAS LINE IS CUT, I SHOULD TRY TO STOP THE LEAK."**  
**FALSE** Leave the area immediately and call 911, the utility and 811. Do not attempt to stop the leak!

**"THE GENERAL CONTRACTOR HAS A TICKET. I DON'T NEED ONE AS THE SUB-CONTRACTOR."**  
**FALSE** You cannot piggyback on someone else's ticket.

**"I KNOW WHERE ALL THE UTILITIES ARE ON MY PROJECT, SO I DON'T NEED TO SUBMIT A TICKET."**  
**FALSE** Regardless of if you know where utilities are located, state law requires you to submit a locate request. Sometimes erosion or grading can unintentionally move pipelines, so it's always important to submit a locate ticket.

**"I'M ONLY DOING A SMALL PROJECT (i.e. installing a mailbox, planting a shrub, etc.) SO I DON'T NEED TO SUBMIT A TICKET."**  
**FALSE** State law requires that anytime you are breaking ground, you are required to submit a locate ticket.

**"EXCAVATOR TRAINING IS EXPENSIVE AND HARD TO SCHEDULE."**  
**FALSE** Contact your local gas company or Indiana 811 to schedule a free excavator training class that works with your schedule.

**Indiana 811** Know what's below. 811 before you dig.

### Indiana 811's Kids Safe Digging Program Polos

Polos for Indiana 811 Education and Outreach Team to wear to each school for the presentations. We can create a logo specific to this program but just had them quoted and mocked up with the Indiana 811 logo. The presenters will receive one grey and one green polo.



**Images from NEF for the Energy Safe Kids Programs.**

This is a sample of what NEF did for IN811 Kids Leave behind pamphlet in 2022.

## Five Steps to Safe Digging

- 1 Plan Your Project**  
 Before you contact Indiana 811, you will need to know your address and specific details about where you plan to dig. You will also need the name and phone number of the person who will be doing the digging. Don't forget, you can always mark the designated area with white paint or flags.
- 2 Contact Indiana 811**  
 You can request underground facility markings online via [indiana811.org](http://indiana811.org) or by phone at 811.
- 3 Wait for the Marks**  
 You must contact 811 at least two full working days prior to digging.
- 4 Confirm the Marks**  
 Once the two full working days have passed, confirm that all utility operators have visited the property.
- 5 Dig with Care**  
 Now that the utility lines are marked, or you've been notified that they aren't in conflict, you can begin digging with care.



**Indiana 811**  
Know what's below. 811 before you dig.

**Holey Moley says**  
 "Contact me at [Indiana811.org](http://Indiana811.org) or call 811 before you dig."



---

## Crossword



**ACROSS**

2. Wait two \_\_\_ for the utilities to be marked.
4. Blue flags mark \_\_\_.
6. \_\_\_ flags are communication.
8. If you see a \_\_\_, don't dig.
9. Plan your project with \_\_\_ paint or flags.

**DOWN**

1. \_\_\_ flags are green.
2. Contact 811 before you \_\_\_.
3. Natural gas, oil or steam flags are \_\_\_.
5. Red flags mark \_\_\_ lines.
7. Being \_\_\_ helps Holey Moley.



## Your 811 Hero Story

✂ Color your hard hat hero!

Today I got a call from my friend Holey Moley at Indiana 811. He told me he has a big mission that he needed help with. So I put on my hard hat and left for my adventure. When I arrived, I saw \_\_\_\_\_.

I couldn't believe my eyes! Didn't we just learn about Indiana 811? How could they have forgotten to contact them? I knew I needed to help and fast! So Holey Moley and I got started \_\_\_\_\_.

As Holey Moley and I worked to help fix the \_\_\_\_\_, the issues just continued to grow. But we kept working, staying positive and lending helping hands to \_\_\_\_\_. After our help, the damage was under control.

Everyone thanked us for our help and vowed to contact 811 before digging next time.

I wonder what my and Holey Moley's next mission will be?





**811**  
Know what's below. 811 before you dig.

**APWA UNIFORM COLOR CODE**

In Indiana, call 811 or 800-382-5544 or contact us at [indiana811.org](http://indiana811.org), two full working days before you dig.

	Electric
	Gas-Oil Steam
	Telephone-CATV
	Water
	Sewer
	Reclaimed Water
	Temporary Survey Markings
	Proposed Construction



Sample of the poster contest from 2022 that allows us to own the artwork after submission. We then can use this artwork however we would like. The student will draw, color, paint, ext. their artwork on the other side of this cardstock paper that we will leave with the teachers, post presentation. The teachers will have the students take this home, complete their poster, get it signed by the parents, and send it in for a chance to win an iPad Mini.

## INTRODUCTION

The Indiana 811 Kids Safe Digging Poster Contest is a student poster contest sponsored by Indiana 811 and developed by the National Energy Foundation (NEF). The purpose of the contest is to combine a student's originality and artistic talent with their ability to share the important message of **Know what's below. Contact 811 before you dig.**

Students can think about underground utilities, talk to adults about those issues and take action when digging. They understand the ways to protect themselves, their families, and communities by utilizing 811 to mark underground utilities when planning to dig. Contacting 811 is fast, free, easy, but most importantly it's the law.

The 811 law applies to everyone: professional contractors, businesses, and even homeowners. Simply put, the law is **contact 811 before you dig.** This easy practice helps protect our communities and provides damage prevention to all utilities below ground.

Indiana has a system of marking property with colored flags and/or paint to reference above the ground where utilities are located below. When 811 is contacted, local member utilities are notified and send a locator to the site to mark underground utilities. This required practice helps those who plan to dig to avoid hitting underground utilities.

This contest provides teachers an easy way to incorporate safety education into classroom curriculum. Our role is to help students understand the reasons why contacting 811 is an important part of damage prevention. For more information on 811 go to [indiana811.org](http://indiana811.org).



## JUDGING AND PRIZES

Entries will be judged on how effectively students communicate the theme **Know what's below. Contact 811 before you dig.** Projects should express the student's ideas in a positive and constructive design. Points will be awarded for posters promoting the idea: **Contact 811 before you dig.**

Entries will be evaluated by a panel of judges comprised of educators and experts from Indiana 811. By entering this contest, entrants agree to be bound by the decisions of the judges, which are final.

- One grand prize winner will be selected.
- The winner will be notified by June 2022 for spring presentations and September 2022 for fall presentations.
- Prizes are not transferable, substitutable, or exchangeable for cash. The contest sponsors, at their discretion, may substitute a prize of equal or greater value.
- The grand prize winner (1) will be awarded:
  - An iPad iPad 9th Generation, 64 GB, Wi-Fi only, Engraved: Contact 811 Before You Dig, OtterBox Symmetry Series 360 Case



**Step 1:**  
Create a unique poster.

**Step 2:**  
Write an explanation.

**Step 3:**  
Fill out the official entry form and submit.

## HOW TO ENTER

- Teachers provide each student with a poster board that includes an entry form printed on the back. The form must be completed and include the parent/guardian signature.
- An entire class does not have to participate. If one teacher has several classes, all students and classes may enter the contest.
- Teachers give deadlines and challenge students to produce their own poster design.
- All entries from a class should be sent together. Submit students' entries in the postage paid envelope provided in the contest packet. (Indiana 811 assumes no responsibility for damages incurred during the shipping process.)
- **If your school is closed** and the students need to submit their entry online, contact Lauryn Luckey at [lluckey@indiana811.org](mailto:lluckey@indiana811.org) for help.

## ELIGIBILITY REQUIREMENTS












- All entries must be original work, either hand drawn or computer generated. Hard copy entry required; electronic files will not be accepted but may be requested after judging.
- No syndicated, copyrighted or clip art images can be used.
- All entries must be postmarked on or before June 10, 2022 for spring presentations or September 30, 2022 for fall presentations.
- Open to students in fourth grade.
- Entries must be the work of an individual, not a group or team.
- Employees of Indiana 811, including their immediate families, household members and dependents may enter but are not eligible to win prizes.
- All rules and requirements must be followed or automatic disqualification will result.

## ADDITIONAL INFORMATION

- Because the contest is designed to encourage total classroom participation, the teacher should submit all entries together. However, it is not necessary for all students to enter.
- All entries and all rights thereto become the property of sponsors and will not be returned.
- By entering this contest, entrants grant the sponsors and their designees the right, unless prohibited by law, to reproduce and publish entries in any way and format in all forms of media (publications, websites) without compensation, for the purpose of publicity in any and all manner or media, now or hereafter, throughout the world in perpetuity.
- Odds of winning depend on the number of entries received, and no purchase is necessary to enter.
- The sponsor is not responsible for lost, late, incomplete, or illegible entries or notifications.
- The sponsor shall not be liable for, and participants and their parent/guardian agree to hold sponsors harmless from, any injury, loss, damage, costs, or expense arising directly or indirectly in connection with this contest or prize. Except as noted, all expenses associated with the prize are the sole responsibility of the parents or legal guardians of the prize recipient.
- The sponsor reserves the right to cancel, suspend or modify this competition. Should causes beyond its control prevent the successful administration, winner selection, or prize award.
- Contest is subject to all federal, state and local laws and regulations and is void where prohibited by law. By entering, participants agree to the contest rules and requirements.
- The contest is sponsored and funded by Indiana 811.

**Images for iPads and carrying cases.**

This will be the grand prize for the top 6 winner of the poster contest. The winners will be students in six of the 20 schools we present to that completes the poster challenge.

	<p><b>Smart Folio for iPad Air (5th generation) - Deep Navy</b>      6 ▾      <b>\$474.00</b></p> <p>Pay 0% APR for 12 months:      \$39.50/mo.</p> <p style="text-align: right;"><a href="#">Remove</a></p> <hr/> <p> <b>Add a gift message</b> <span style="float: right;"><a href="#">Add</a></span></p> <hr/> <p> Order today. Delivers to <a href="#">46224-5713 ▾</a>  <b>Wed, Oct 12 — \$8.00</b>  <b>Thu, Oct 13 — Free</b></p> <p> Order now. Pick up in-store or curbside:          Ships to store. Available <b>Thu, Oct 13</b> at  <a href="#">Apple The Fashion Mall at Keystone</a></p>
<hr/>	
	<p><b>Personalized iPad mini Wi-Fi 256GB - Space Gray</b>      6 ▾      <b>\$3,894.00</b></p> <p>Pay 0% APR for 12 months:      \$324.50/mo.</p> <p style="text-align: right;"><a href="#">Remove</a></p> <hr/> <p> <b>Add AppleCare+ for iPad mini (6th generation) for \$69.00</b> <span style="float: right;"><a href="#">Add</a></span></p> <p>Protect your iPad, Apple Pencil, and Apple-branded keyboard from accidental drops and spills with AppleCare+ — as often as you need.  <a href="#">Learn more &gt;</a></p> <hr/> <p> <b>Your Engraving   Edit</b> <span style="float: right;"><b>FREE</b></span></p> <p>811 Before You Dig</p> <hr/> <p> <b>Add a gift message</b> <span style="float: right;"><a href="#">Add</a></span></p> <hr/> <p> Order today. Delivers to <a href="#">46224-5713 ▾</a>  <b>Oct 18 - Oct 25 — Free</b></p> <p> Order now. Pick up in-store or curbside:          Ships to store. Available <b>Wed, Oct 26</b> at  <a href="#">Apple The Fashion Mall at Keystone</a></p>
<hr/>	
<p>Subtotal</p> <p>Shipping</p> <p> Estimated tax for: <a href="#">46224-5713 ▾</a></p> <p><b>Total</b></p>	<p>\$4,368.00</p> <p>FREE</p> <p>\$305.76</p> <p><b>\$4,673.76</b></p> <p style="text-align: right; font-size: small;"><a href="#">Get Daily Cash with Apple Card</a></p>

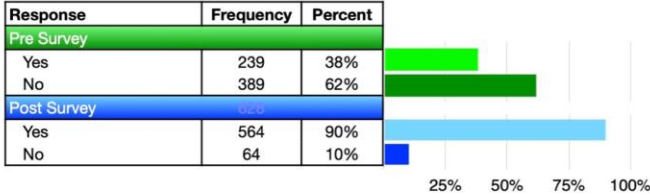
**Pre and Post Survey with Spring 2022 Findings -**

Totaling 630 students alone for the spring of 2021. Spring semester pre and post surveys showed an increase of 811 awareness by 36%.

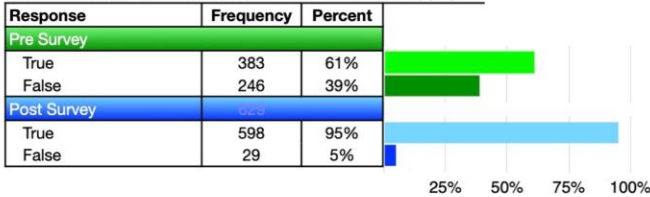


### Indiana 811 Kids Safe Digging Program Pre/Post Survey Summary Report

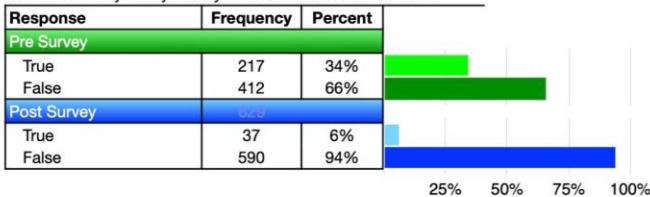
1. Have you ever heard of 811?



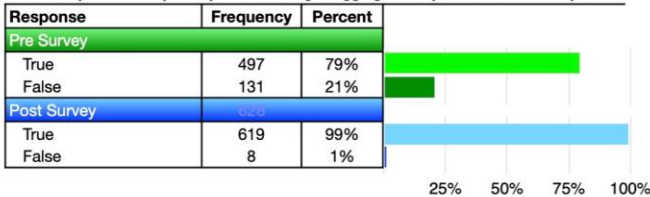
2. It is the law for anyone to contact Indiana 811 before digging.



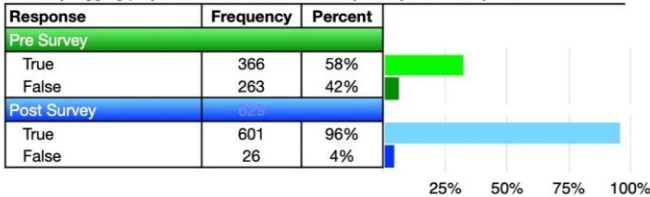
3. It will cost my family money to use Indiana's 811 service.



4. Two days before my family wants to begin digging in our yard, I need to notify 811.



5. Every digging project, no matter how small, my family must notify 811.



**2022 Fall coming December 2022.**

Total number of students outreached to in 2022 is 1155. - full report to come in December 2022.

## **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 electronic 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=nPpqtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs)
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.