BOA Right to Know Law Summary Form

Document Type	Grant	Date of Execution	10/31/2011
Contract No.	ABG2011CCAA00009	Beginning Date (same as Execution Date unless specified in the contract)	10/31/2011
Amount	972,118	Ending Date	6/30/2014
Agency	TRANSPORTATION	Vendor/Grantee (Name should be exactly how it appears on the contract/grant)	~~Centre~~ Chester Area County Airport Authority

Summary

Construct South Apron, Ph IV; Construction (supplemental agreement)

Do not forget the check to the Redacted Box!

Upload the scanned copy of the Contract/Grant to website

Completed By:	Catherine K Gleason	Date	11/1/2011
Approved By:	[signature]	Date	11/1/2011
Entered By:		Date	

This form must receive the approval of an

Effective Date: 10/31/2011
(Department will insert)

EALA #: EALABOA00056
Funds Commitment #: EG00001130
Agreement #: ABG-2011-CCAAA-00009

Federal ID #: 236050500
SAP Vendor #: 139359
MPMS #: 86522

GRANT OFFER/AGREEMENT

Date of Offer: 10/3/2011

Internal Order Number: 7880029100

RECIPIENT: Chester County Area Airport Authority

AIRPORT: Chester Co./G.O. Carlson Airport

Grant Offer/Agreement Type:

- [x] **Construction Grant**
- [ ] **Land Grant**
- [ ] **Planning Grant**
- [ ] **Equipment Grant**

OFFER

THE COMMONWEALTH OF PENNSYLVANIA, ACTING THROUGH THE DEPARTMENT OF TRANSPORTATION, BUREAU OF AVIATION ("DEPARTMENT"), FOR AND ON BEHALF OF THE COMMONWEALTH OF PENNSYLVANIA, HEREBY OFFERS AND AGREES TO pay as the Department's share, 97.5 percent of the allowable costs incurred in accomplishing the project consisting of the following:

Construct South Apron, Ph IV: Construction (supplemental agreement)

as more particularly described in the Project Application(s) _____.

The Department's maximum obligation payable under this offer shall be

$24,926.00 from Commonwealth Fiscal Year 2011 Aviation Development Program;

$947,192.00 from Federal Fiscal Year 2011 State Block Grant Program; and

_____ from Act _____ of _____ Capital Budget bill.

_____ from Act _____ of _____ Capital Budget bill.

This offer is made in accordance with the provisions of the Aviation Code (Act of October 10, 1984, P.L. 837, No. 164; 74 Pa. C.S., Part III, as amended). Acceptance of this offer by the Sponsor, and subsequent execution by the Sponsor and all necessary Commonwealth signatories, shall comprise a Grant Agreement, as provided by the Aviation Code, constituting the contractual obligations and rights of the Department and the Sponsor.

The project for which this grant agreement is written must be completed no later than **April 30, 2014**. This grant agreement will expire on **June 30, 2014**.

The Sponsor agrees to comply with the Special Conditions for Federal Grants attached to this Agreement as Exhibit A. The Sponsor agrees to the Certification of Restrictions on Lobbying attached as Exhibit B to this Agreement.

The Sponsor may request, in writing, an extension of the Project completion date, the Grant Agreement expiration date, the Project scope or the Project cost. The Department shall approve or disapprove these requests by letter.

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Sponsor's General Consent to Terms and Conditions of Accepting State Grants" accepted by the Sponsor on 10/4/2011.

dotGrants Bureau of Aviation

pennsylvania PA

BOA TA: TA-ABG-2
BOA Grant: ABG-2
Status: Agreeme
User: M
Role: B

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Created By: Koenig, Mr. Albert on 10/25/2011 8:20:51 AM
Last Modified By: Koenig, Mr. Albert on 10/25/2011 8:21:09 AM
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ACH07012010

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ACH CLAUSE

Review the ACH Clause and check the box below agreeing to its Terms and Conditions, then click Save.

To view the ACH Clause click here

☐ I acknowlege that I have reviewed the ACH Clause and agree to its terms and conditions. *

RELATED PAGES

- Grant Instruction Sheet
- Grant Agreement - Block
- Lobbying Certification "Exhibit B"
- Prospectus of Airport Improvement or Extension
- Drug Free Workplace
- Project Cash Flow
- Project Schedule (Planned Dates)
- DBE Package
- FFATA Clause
- Right to Know Law Clause
- ACH Clause

ADD NOTE

464329

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Pennsylvania Electronic Payment Program

a.The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the recipient must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth' s Payable Service CenterVendor Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.

b. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania' s ACH remittance advice to enable the recipient to properly apply the state agency' s payment to the respective invoice or program.

c. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth' s Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

dotGrants Bureau of Aviation

pennsylvania PA

BOA TA: TA-ABG-2
BOA Grant: ABG-2
Status: Agreeme
User: M
Role: B

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ADD NOTE

Created By: Koenig, Mr. Albert on 10/25/2011 8:20:34 AM
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RTKL07012010

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RIGHT TO KNOW LAW CLAUSE

Review the Right to Know Law and check the box agreeing to the Terms and Conditions, then click Save.

To view the Right to Know Law Clause click here

✓ I acknowledge that I have reviewed the Right to Know Law Clause and agree to the terms and condition

RELATED PAGES

- Grant Instruction Sheet
- Grant Agreement - Block
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- Right to Know Law Clause
- ACH Clause

ADD NOTE

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Grant Provisions – Right to Know Law 8-K-1580

a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S §§ 67.101-3104 ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.

b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided n the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or allege to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of Written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a Public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.

d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, s those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the

Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. the Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

Special Conditions for Block Grant

LAND PURCHASE

1. It is understood and agreed that the Bureau of Aviation (Bureau) will not be obligated to pay for the land interests included in the project description and until the Sponsor has submitted a copy of the Agreement of Sale and Certificate of Title Insurance to the Bureau of Aviation.

2. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which will create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities or places of public assembly, such as churches, schools, office buildings, shopping centers and stadiums.

3. The Sponsor agrees to perform within 2 years of the execution of this grant, the airport development which requires this land acquisition and further agrees not to dispose of the land by sale or lease without prior consent and approval of the Bureau of Aviation. In the event the land is not used for the purpose for which it was acquired, the Sponsor will refund, to the Bureau, the block grant and state shares of acquisition cost or a proportionate share of the current fair market value of the land, whichever is greater.

4. Prior to beginning formal appraisals for land acquisition projects, the Sponsor shall ensure the proposed acquisition is depicted on the approved Airport Layout Plan (ALP). In addition, the Sponsor shall ensure that the proposed acquisition has been approved environmentally as categorically excluded (Form A or B) or has received a Finding of No Significant Impacts (FONSI) (Form C or Environmental Assessment) as required.

5. It is understood and agreed that the Sponsor will have this Grant Agreement appropriately recorded at the county courthouse as part of the deed of the land purchased with this grant. The Sponsor further agrees to submit to the Bureau of Aviation verification of such filing within sixty days of this grant agreement signature date or date of closing whichever is later.

6. In addition to the land restrictions described in Paragraphs 5 and 7, the deed(s) for land that has been reimbursed under this Block Grant will state that if the land is no longer needed for airport purposes, the land must be disposed of at Fair Market Value (FMV), and the State and Block Grant's proportionate share, Ninety-five percent (95%) of the sale or the amount of the grant used to purchase the land, whichever is higher, will be returned to the Department. If the land value has been reimbursed as the airport sponsor's share of a Block Grant or if new airport land is acquired with Block grant funds,.then the deed obligation for repayment of the proportionate share to the Department must run in perpetuity.

7. The owner will not sell, lease, encumber or otherwise transfer or dispose of any part of the land dedicated as airport property, as depicted on the Airport Property Map, or other interests in the property for the duration of the latest grant obligation without the approval of the Department for a period of 20 years from the date of the latest design or construction grant.

8. Any Sponsor of a publicly owned airport agrees to full compliance with the provisions of the Eminent Domain Code of 1964, 26 P.S. 1-101 et. Seq.

CONSTRUCTION PROJECTS

1. The Airport Sponsor agrees to comply with the Federal Procurement procedures including but not limited to applicable certifications or all construction and equipment purchase contracts awarded in conjunction with this grant. The Airport Sponsor agrees to comply with the Federal Procurement Procedures for Architectural Engineering and Planning Consultant Services, as amended.

2. **Buy American Requirement.** Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

3. It is understood and agreed that within 120 days after the date of acceptance of this Grant Offer, the Sponsor shall furnish certified final plans and specifications for the development described under the project description to the FAA and that no construction work will be commenced hereunder or will there be any advertisement for bids for accomplishment of such work until the said certified plans and specifications have been received by the FAA; and the parties do hereby further covenant and agree that any reference made in this Grant Offer or in the aforesaid Application to plans and specifications shall be considered as having reference to said certified finals plans and specifications.

4. It is understood that a final determination on the eligibility of the items of development included in the project description shall be made by the Bureau of Aviation prior to commencement of construction.

5. It is understood and agreed that the Sponsor shall submit a Project Status Report no less often than quarterly and with each Payment package.

6. It is understood and agreed that the Sponsor will, with or without block grant funds, within three years of acceptance of this Grant Offer, complete a useful and useable airport facility.

7. **Prior to beginning formal preparation of plans, specifications and cost estimates for airport development or maintenance projects, the Sponsor shall ensure that the proposed development has been/is depicted on the approved Airport Layout Plan (ALP). In addition, the Sponsor shall ensure that the proposed development has been approved environmentally as categorically excluded (Form A or B) or has received a Finding of No Significant Impacts (FONSI) (Form C or Environmental Assessment) as required.**

PLANNING PROJECTS

1. The Airport Sponsor agrees to comply with the Federal Procurement procedures including but not limited to applicable certifications or all construction and equipment purchase contracts awarded in conjunction with this grant. The Airport Sponsor agrees to comply with the Federal Procurement Procedures for Architectural Engineering and Planning Consultant Services, as amended.

2. It is understood that the Sponsor shall submit a Project Status Report no less often than quarterly and with each payment application.

3. It is understood and agreed that the sponsor will submit for Bureau of Aviation approval, a work scope and cost estimate for planning tasks to be accomplished under this project. It is further understood and agreed that any costs expended to accomplish planning tasks prior to acceptance of this Grant Offer will not be eligible for block grant participation.

4. It is understood and agreed that the Sponsor will not commence the Master Plan as stated in the project description nor will the Bureau of Aviation be obligated to pay for such development, unless the Bureau approves the scope and cost estimates of consultant services to be provided for that development.

5. Prior to beginning the formal planning study (Airport Master Plan/Action Plan or Environmental Assessment) the Sponsor shall ensure that the proposed planning study has been approved environmentally as categorically excluded (Form A) as required for planning grants.

EQUIPMENT GRANTS

1. The Airport Sponsor agrees not to dispose of the equipment acquired under this Project by sale or lease without prior consent and approval of the Department of Transportation. Further, the Airport Sponsor agrees to refund the Commonwealth share of acquisition cost or the fair market value of the equipment, whichever is greater, at the time of sale or expiration of the period stated in the Agreement in the event the equipment is not used for purposes for which it was originally acquired. In the event the equipment is used as trade-in for purchase of other equipment, the fair market value of trade-in will be considered as state share of eligible costs.

2. The Airport Sponsor shall submit information regarding registration and Vehicle Identification Numbers before final payment can be made under this Agreement.

3. The Airport Sponsor agrees to comply with the Federal Procurement procedures including but not limited to applicable certifications or all construction and equipment purchase contracts awarded in conjunction with this grant. The Airport Sponsor agrees to comply with the Federal Procurement Procedures for Architectural Engineering and Planning Consultant Services, as amended.

4. It is understood and agreed that the Sponsor shall submit a Project Status Report no less often than quarterly and with each Payment package.

5. Prior to beginning the formal preparation of specifications and cost estimates for equipment procurement, the Sponsor shall ensure that the proposed equipment procurement has been approved environmentally as categorically excluded (Form A) as required.

PAVING PROJECTS OVER $250,000

The Sponsor agrees to perform the following:

1. Furnish a construction management program to Bureau of Aviation prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

   a. The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
   b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services provided.
   c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D3666, C1077).
   d. Qualifications of engineering supervision and construction inspection personnel.

e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

f. Procedures for ensuring that the tests are taken in accordance with the program. that they are documented daily, that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Bureau of Aviation.

3. Failure to provide a complete report as described in paragraph 2, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in block grant participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the Bureau of Aviation and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

4. The Bureau of Aviation, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly, if such independent tests determine that sponsor test results are inaccurate.

NAVAID GRANTS

1. It is understood and agreed that the Sponsor must provide for the continuous operation and maintenance of the navigational aid funded under this Grant during the useful life of the equipment; and check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate or lower each obstruction on the approach to provide for the adequate lighting or marking of the obstruction in any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Bureau of Aviation will not take over the ownership or operation of this Sponsor-acquired equipment. The Sponsor may request the Bureau of Aviation, on a reimbursable basis, to maintain the ILS facility but only after it has been shown that acceptable maintenance support is not available in the commercial sector.

2. It is understood that the Sponsor will not proceed with the installation of the AWOS equipment until the Bureau of Aviation approves the location of the field sensor equipment.

3. It is understood and agreed that the Sponsor will, prior to commissioning the AWOS equipment, execute an agreement with the Bureau of Aviation attesting to its commitment to install, operate and maintain the equipment in accordance with FAA standards.

ENVIRONMENTAL ASSESSMENTS

1. It is understood and agreed that the Sponsor will not commence the preparation of the Environmental Assessment funded under this Project unless and until the consultant agreement and consultant cost data are approved in writing by the Bureau of Aviation and not until this office is in receipt of a completed "Sponsor Certification for Selection of Consultants" form.

GRANTS TO SPONSORS OF PRIVATELY OWNED FACILITIES

1. It is understood and agreed that the sponsor will have this Grant Agreement and all prior Grant Agreements appropriately filed in the records at the county courthouse.

2. It is further understood and agreed that no grant payments shall be made under this project until the sponsor submits evidence to the FAA that all prior Grant Agreements have been appropriately filed in the records at the county courthouse.

3. TRAFFICKING IN PERSONS:

1. Provisions applicable to a recipient that is a private entity.

a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or]

iii. Use forced labor in the performance of the award or subawards under the award.

b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either –

a. Associated with performance under this award; or

b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at CFR Part 29.

2. Provisions applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

3. Provisions applicable to any recipient.

a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implement section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U. S. C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

a. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private Entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25 (b).
2. A for-profit organization.

d. "Severe forms of trafficking in persons," commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

dotGrants Bureau of Aviation

pennsylvania PA

BOA TA: TA-ABG-2
BOA Grant: ABG-2
Status: Agreemer
User: M
Role: B

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LOBBYING CERTIFICATION

Review the Lobbying Certification Form and agree to its terms by checking the box below.

To view the Lobbying Certification click here

☑ I acknowledge that I have reviewed the Lobbying Certification Form and agree to the terms and conditior

RELATED PAGES

- Grant Instruction Sheet
- Grant Agreement - Block
- Lobbying Certification "Exhibit B"
- Prospectus of Airport Improvement or Extension
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- Right to Know Law Clause
- ACH Clause

ADD NOTE

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Lobbying Certification Form

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress , an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) **If any** funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than **$100,000** for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

Exhibit "B"

APPLICATION FOR FINANCIAL ASSISTANCE

Department of Transportation
Bureau of Aviation
P. O. Box 3457
Harrisburg, Pa 17105-3457

The Chester County Area Airport Authority
(Airport Sponsor)

hereby makes application to the Department of Transportation for funds to assist

in the following project

Construct South Apron, Ph IV: Construction (supplemental agreement)

at the Chester Co./G.O. Carlson Airport **Airport.**

Airport Sponsor Signature **Title** **Date**

*****(DEPARTMENT USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE)*****

Internal Order # 7880029100 **Agreement #** ABG-2011-CCAAA-00009

Funds Commitment# EG0000 1130 **Estimated total cost** $997,045.00

REVIEWED AND APPROVED BY:

Name **Title** **Date**

PROSPECTUS OF
AIRPORT IMPROVEMENT OR EXTENSION

1. **Project proposed for** Chester Co./G.O. Carlson Airport **Airport**

   by Chester County Area Airport Authority
   (Airport Sponsor)

2. **LOCATION OF PROPOSED AIRPORT:**

   County or Counties Chester County Chester County

   City Coatesville

   Township or Borough Valley Twp/Sadsbury Twp

3. **PRESENT RUNWAYS:**

Direction	Length	Width	Type
1. 11-29	5400	100	Paved
2.			
3.			
4.			
5.			

4. **IS AIRPORT DEDICATED TO PUBLIC USE TO PERPETUITY?** Yes

5. **PROPOSED AIRPORT DEVELOPMENT**
   Construct South Apron, Ph IV: Construction (supplemental agreement)

Prospectus of Airport Improvement or Extension cont'd

6. ESTIMATED COST OF PROJECT

Total Cost	Federal (BG) Share	Federal (AIP) Share	State Share	Local Share
$997,045.00	$947,192.00		$24,926.00	$24,927

Explanation

*** (DEPARTMENT USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE)***

REVIEWED AND APPROVED BY:

Name Title Date

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

Chester County Area Airport Authority

BY Koenig, Mr. Albert Oct 25 2011 8:23AM

Title: Chairman, CCAAA DATE

If a Corporation, only the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership; only the general partner may sign; if a limited liability company, only a member or managing member may sign. If a Municipality, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY Gearhart, Brian Oct 26 2011 12:15PM

Director DATE

Bureau of Aviation

APPROVED AS TO LEGALITY
AND FORM

BY Kline, Mr. Michael Oct 26 2011 4:20PM

Chief Counsel DATE

FUNDS COMMITMENT DOC. NO.: EG00001130

CERTIFIED FUNDS AVAILABLE UNDER

SAP FUND 1657111401

SAP COST CENTER 7888101028

GL. ACCOUNT 6600400

AMOUNT $972,118.00

Preapproved Form:
OGC No. 18-K-2861
Approved OAG 3/16/04

BY Favasuli, Mark Oct 31 2011 11:50AM

for Comptroller DATE

Contract No. ABG-2011-CCAAA-00009 is split 95 %, expenditure amount of $ $947,192 for Federal funds and 2.5 %, expenditure amount of $ $24,926 for State funds. The related Federal assistance program name and SAP number is 8227611432 ; N854100029111. The State assistance program name and SAP number is 1657111401 ; 7880029100.

RESOLUTION

BE IT RESOLVED, by authority of the Chester County Area Airport Authority (Name of governing body) of the Coatesville, Chester County, and it is hereby resolved by authority of the same, that the CCAAA Chairman (designate official title) of said Municipality be authorized and directed to sign on its behalf any and all agreements entered into with the Commonwealth of Pennsylvania, Department of Transportation.

Chester County Area Airport Authority
(Name of Governing Body)

BY: Albert A. Koenig
(Signature and designation of official title)

I, Albert A. Koenig (Name), Chairman (Official title) of the Chester County Area Airport Authority (Name of Governing Body), do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the CCAAA board (Name of governing body), held the 4th day of May, 2008.

DATE: 02/19/2008

Albert A. Koenig, CCAAA Chair
(Signature and designation of official title)