BOA Right to Know Law Summary Form

Document Type	Grant	Date of Execution	11/2/2011
Contract No.	ADP2011PSU00007	Beginning Date (same as Execution Date unless specified in the contract)	11/2/2011
Amount	26,828	Ending Date	6/30/2014
Agency	TRANSPORTATION	Vendor/Grantee (Name should be exactly how it appears on the contract/grant)	Pennsylvania State University

Summary

Install Runway 6 End Vertical/Visual Guidance System (MALSR-design), Phase I; Rehabilitate Runway /24; Improve Terminal Building (replace baggage carosel)

Do not forget the check to the Redacted Box!

Upload the scanned copy of the Contract/Grant to website

Completed By:	Karen A. Heath	Date	11/3/2011
Approved By: This form must receive the approval of an		Date	4/3/14
Entered By:		Date	

Effective Date: 11/2/2011
(Department will insert)

EALA #: EALABOA00058
Funds Commitment #: EG00001136
Agreement #: ADP-2011-PSU-00007

Federal ID #: 246000376
SAP Vendor #: 141597
MPMS #: 93974

GRANT OFFER/AGREEMENT

Date of Offer: 9/29/2011

Internal Order Number: 7889123111

RECIPIENT: Pennsylvania State University

AIRPORT: University Park Airport

Grant Offer/Agreement Type:

☑ **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, 2.5 percent of the allowable costs incurred in accomplishing the project consisting of the following:

Install Runway 6 End Vertical/Visual Guidance System (MALSR-design), Phase I; Rehabilitate Runway 6/24; Improve Terminal Building (replace baggage carousel)

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

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

$26,828.00 from Commonwealth Fiscal Year 2011 Aviation Development Program;

_____ from Federal Fiscal Year _____ 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 **State** 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 10/19/2011.

SPECIAL CONDITIONS FOR STATE GRANTS

Construction Grant:

1. The Sponsor agrees to comply with the Municipal Procurement Procedures for all contracts awarded in conjunction with this grant. The Sponsor agrees to comply with Federal Procurement Procedures for Architectural Engineering and Planning Consultant Services, as amended.

2. The construction contract for the Project shall be awarded to the lowest responsible qualified bidder after a review of competitive bids solicited under a procedure acceptable to the Department.

Land Grant:

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 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 state share of acquisition cost or the proportionate share of the current fair market value of the land, whichever is greater.

4. 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.

5. In addition to the land restrictions described in Paragraphs 4 and 6, the deed(s) for land that has been reimbursed under this 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 Grant's proportionate share based on the grant agreement 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 state Grant or if new airport land is acquired with State grant funds, then the deed obligation for repayment of the proportionate share to the Department must run in perpetuity.

6. 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 10 years from the date of the latest design or construction grant.

7. 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.

Planning Grant:

1. Professional Service contract or contracts shall be made in accordance with the established procedures or recommendations of the Sponsor in a manner acceptable to the Department, said procedures and recommendations to be in compliance with all requirements of the Pennsylvania Municipality Authorities Act of 1945, as amended.

2. The Sponsor agrees to comply with 150/5100-14C, Architectural Engineering and Planning Consultant Services for Airport Grant Projects, as amended.

Equipment Grant:

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 sold or traded in, the value shall be used to reduce the amount of the replacement grant or a subsequent grant at the option of the Bureau of Aviation.

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.

Hangar Grant:

1. The Airport Sponsor agrees to charge fair market value for any tenants housed in hangars paid for by the Bureau of Aviation. This fair market value should be shown in a lease between both parties

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"

dotGrants Bureau of Aviation
pennsylvania PA

BOA TA: TA-ADI
BOA Grant: ADI
Status: Agreemer

Role: B

Main Menu ▸ Actions ▸ BOA Grant Menu ▸ Related Pages ▸

ADD NOTE

Created By: Wiedemer, Mrs. Susan on 10/16/2011 7:29:49 PM
Go to Related Pages
LOBBYINGCERT

You are here: > Projects

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 - AIP
Lobbying Certification "Exhibit B"
Prospectus of Airport Improvement or Extension
Project Cash Flow
Project Schedule (Planned Dates)
FFATA Clause
ACH Clause
Right to Know Law Clause

ADD NOTE

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APPLICATION FOR FINANCIAL ASSISTANCE

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

The Penn State University
(Airport Sponsor)

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

in the following project

Install Runway 6 End Vertical/Visual Guidance System (MALSR-design), Phase I; Rehabilitate Runway 6/24; Improve Terminal Building (replace baggage carousel)

at the University Park Airport Airport.

Airport Sponsor Signature | Title | Date

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

Internal Order # 7889123111 Agreement # ADP-2011-PSU-00007

Funds Commitment# EG 00001136 Estimated total cost $1,073,105.00

REVIEWED AND APPROVED BY:

Name | Title | Date

PROSPECTUS OF AIRPORT IMPROVEMENT OR EXTENSION

1. **Project proposed for** University Park Airport **Airport**

   by Pennsylvania State University
   (Airport Sponsor)

2. **LOCATION OF PROPOSED AIRPORT:**

   County or Counties Centre County 0

   City State College

   Township or Borough Benner

3. **PRESENT RUNWAYS:**

Direction	Length	Width	Type
1. 6-24	6701	150	Paved
2.			
3.			
4.			
5.			

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

5. **PROPOSED AIRPORT DEVELOPMENT**
   Install Runway 6 End Vertical/Visual Guidance System (MALSR-design), Phase I; Rehabilitate Runway 6/24; Improve Terminal Building (replace baggage carousel)

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
$1,073,105.00	$0	$1,019,449.00	$26,828.00	$26,828

Explanation

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

REVIEWED AND APPROVED BY:

Name Title Date

RESOLUTION

BE IT RESOLVED, by the authority of the

Penn State University

of the city of State College Centre County, and it is hereby resolved by the authority of the same, that the

Corporate Controller or Assistant Treasurer or

Airport Director or or

of said Governing Body be authorized and directed to sign on its behalf any and all agreements entered into with the Commonwealth of Pennsylvania, Department of Transportation.

By: _____
Bryan Rodgers
Airport Director

I, Bryan Rodgers, Airport Director of the

Penn State University,

do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the

Penn State University,

held the 7th day of October, 2008.

DATE: _____

_____
Bryan Rodgers
Airport Director

I hereby certify that at a meeting of the Board of Trustees of The Pennsylvania State University, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, held on July 12, 2002, at which said meeting a quorum was present and acting throughout, the following Resolution was adopted and ever since has been and is in full force and effect:

The resolutions authorizing certain University officers to sign on behalf of the corporation require revision in order to update authority and designated signers.

RESOLVED, That the President, Vice President, Secretary, Treasurer, Assistant Treasurer, Senior Vice President for Finance and Business, and Corporate Controller of this Corporation, or any one of such officers be and they are hereby fully authorized and empowered on behalf of the Corporation to execute and acknowledge all deeds, agreements and contracts, and to transfer and endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, evidences of indebtedness or other securities now or hereafter standing in the name of or owned by this Corporation, and to make, execute, acknowledge, and deliver, under the corporate seal of this Corporation, any and all written instruments necessary or proper to effectuate the authority hereby conferred.

FURTHER BE IT RESOLVED, That the Treasurer, or in the absence of the Treasurer, the Senior Vice President for Finance and Business, may delegate in writing to such employees of the Corporation as they may deem appropriate, the authority to execute and acknowledge on behalf of the University standardized agreements and contracts for which those employees have administrative responsibility.

FURTHER BE IT RESOLVED, That the Executive Director, Office of Investment Management, or in his absence, the Chief Investment Officer, is hereby fully authorized and empowered on behalf of the Corporation to transfer and endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes or other securities now or hereafter standing in the name of or owned by this Corporation, and to make, execute, acknowledge, and deliver, under the corporate seal of this Corporation, any and all written instruments necessary or proper to effectuate the authority hereby conferred.

FURTHER BE IT RESOLVED, That the Associate Vice President for Finance and Business and Controller, or, in his absence, the Associate Controller, be and they are hereby fully authorized and empowered on behalf of the Corporation to execute and acknowledge all agreements and contracts related to the affairs of the College of Medicine.

FURTHER BE IT RESOLVED, That the Associate Secretary and Assistant Secretary of this Corporation, or any one of such officers be and they are hereby fully authorized and empowered on behalf of the Corporation to make, execute, acknowledge, and deliver, under the corporate seal of this Corporation, and all written instruments necessary or proper to effectuate the authority hereby conferred.

I further certify that the authority hereby conferred is not inconsistent with the Charter or By-Laws of this Corporation and that the following is a true and correct list of the officers as authorized by existing Resolutions of the Board of Trustees in full force and effect as of the present date:

President	James S. Broadhurst
Vice President	Steve A. Garban
Secretary	Graham B. Spanier
Associate Secretary	Paula R. Ammerman
Assistant Secretary	Carolyn A. Dolbin
Assistant Secretary	Kimberly J. Belcher
Assistant Secretary	Wendy L. Peck
Treasurer	Gary C. Schultz
Assistant Treasurer	Albert G. Horvath
Assistant Treasurer	Deborah M. Meder
Assistant Treasurer	Susan J. Wiedemer
Corporate Controller	Joseph J. Doncsecz
Associate Vice President for Finance and Business and Controller	Wayne W. Zolko
Associate Controller	Vincent A. Falvo
Executive Director, Office of Investment Management	David E. Branigan
Chief Investment Officer	John C. Pomeroy, Jr.

In witness whereof, I have hereunto set my hand and seal of said Corporation this 7th day of May 2008.

(Corporate Seal)

Paula R. Ammerman
Associate Secretary

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

Pennsylvania State University

BY Wiedemer, Mrs. Susan Oct 12 2011 1:03PM
Title: Assistant Treasurer 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 Nov 1 2011 9:41AM
Director DATE
Bureau of Aviation

APPROVED AS TO LEGALITY
AND FORM

BY Kline, Mr. Michael Nov 1 2011 4:34PM
Chief Counsel DATE

FUNDS COMMITMENT DOC. NO.: EG00001136
CERTIFIED FUNDS AVAILABLE UNDER
SAP FUND 1657111401
SAP COST CENTER 7888101028
GL. ACCOUNT 6600400
AMOUNT $26,828.00

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

BY Favasuli, Mark Nov 2 2011 11:47AM
for Comptroller DATE

Contract No. ADP-2011-PSU-00007 is split 95 %, expenditure amount of $ $1,019,449 for Federal funds and 2.5 %, expenditure amount of $ $26,828 for State funds. The related Federal assistance program name and SAP number is 20.106 ; n/a . The State assistance program name and SAP number is 1657111401 ; 7889123111 .

dotGrants Bureau of Aviation

pennsylvania

BOA TA: TA-ADI
BOA Grant: ADI
Stat

Role: B(

Main Menu ▸ Actions ▸ BOA Grant Menu ▸

STATUS HISTORY

Status	Date/Time	By	Notes
Grant In Setup	9/28/2011 3:07:34 PM	Lubic, Mrs. Lori	
Grant Specialist Assignment Required	9/29/2011 8:09:10 AM	Johnson, Matthew	
Grant Spec. Review Required	9/29/2011 8:48:21 AM	Lubic, Mrs. Lori	
Grant Spec. Review Complete	9/29/2011 1:51:58 PM	Heath, Karen	
Agreement Offered	9/29/2011 1:54:46 PM	Lubic, Mrs. Lori	
Grantee Accepts Agreement	10/12/2011 1:03:40 PM	Wiedemer, Mrs. Susan	
Agreement Review Required	10/12/2011 1:48:28 PM	Lubic, Mrs. Lori	
Grant Spec. Review Required	10/13/2011 7:46:59 AM	Lubic, Mrs. Lori	
Agreement Review Required	10/13/2011 7:47:56 AM	Lubic, Mrs. Lori	
Agreement Mods Required	10/13/2011 7:51:12 AM	Heath, Karen	
Grantee Accepts Agreement	10/19/2011 9:04:05 AM	Wiedemer, Mrs. Susan	
Agreement Review Required	10/19/2011 10:51:32 AM	Lubic, Mrs. Lori	
SAP Setup Required	10/31/2011 11:42:24 AM	Heath, Karen	
SAP Setup Complete	10/31/2011 12:07:52 PM	Heath, Karen	
Bureau Director Review Required	10/31/2011 1:57:35 PM	Lubic, Mrs. Lori	
Bureau Director Review Complete	11/1/2011 9:41:34 AM	Gearhart, Brian	
Chief Counsel Review Required	11/1/2011 9:47:59 AM	Krill, Kelli	
Chief Counsel Review Complete	11/1/2011 4:34:23 PM	Kline, Mr. Michael	
Comptroller Review Complete	11/2/2011 11:47:33 AM	Favasuli, Mark	
LATS Complete	11/2/2011 11:50:28 AM	Krill, Kelli	

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