

# BOA Right to Know Law Summary Form

Document Type	<input type="text" value="Grant"/>	<input type="checkbox"/>	Date of Execution	<input type="text" value="1/12/2012"/>	<input type="checkbox"/>
Contract No.	<input type="text" value="ADP2011SARAA00019"/>	<input type="checkbox"/>	Beginning Date (same as Execution Date unless specified in the contract)	<input type="text" value="1/12/2012"/>	<input type="checkbox"/>
Amount	<input type="text" value="8,182"/>	<input type="checkbox"/>	Ending Date	<input type="text" value="6/30/2014"/>	<input type="checkbox"/>
Agency	<input type="text" value="TRANSPORTATION"/>	<input type="checkbox"/>	Vendor/Grantee (Name should be exactly how it appears on the contract/grant)	<input type="text" value="Susquehanna Area Regional Airport Authority"/>	<input type="checkbox"/>

Summary

Rehabilitate Terminal Apron, Phase II

Do not forget the check to the Redacted Box!  Upload the scanned copy of the Contract/Grant to website

Completed By:	<input type="text" value="Catherine K Green"/>	Date	<input type="text" value="1/13/2012"/>
Approved By:	<input type="text" value="Steve S. L. Di..."/>	Date	<input type="text" value="1/13/12"/>
Entered By:	<input type="text"/>	Date	<input type="text"/>

This form must receive the approval of an

Effective Date: 1/12/2012  
(Department will insert)

EALA #: EALABOA00021  
Funds Commitment #: EG00001165  
Agreement #: ADP-2011-SARAA-00019

Federal ID #: 232927440  
SAP Vendor #: 136214  
MPMS #: 94752

### GRANT OFFER/AGREEMENT

Date of Offer: 12/13/2011

Internal Order Number: 7889055111

RECIPIENT: Susquehanna Area Regional Airport Authority

AIRPORT: Harrisburg International 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:  
Rehabilitate Terminal Apron, Phase II

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

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

\$8,182.00 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 1/9/2012.



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**Created By:** Grice, Mrs. Darlene on 1/4/2012 3:17:52 PM  
[Go to Related Pages](#)  
**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 acknowledge that I have reviewed the ACH Clause and agree to its terms and conditions.\*

**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\(1\)](#)
- [Right to Know Law Clause](#)

481318

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 Center/Vendor 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 - 9<sup>th</sup> 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.

## **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.



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**Created By:** Grice, Mrs. Darlene on 1/4/2012 3:17:28 PM

[Go to Related Pages](#)

**FFATA2010**

You are here: > Projects

**FFATA CLAUSE**

Review the FFATA Clause and agree to its Terms and Conditions by checking the box below and saving.

To view the FFATA Clause click [here](#)

I acknowledge that I have reviewed the FFATA clause and agree to the terms and conditions within. \*

**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\(1\)](#)

[ACH Clause](#)

[Right to Know Law Clause](#)

481317

### 1. Registration and Identification Information

Grantee must maintain current registration in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

### 2. Primary Location

Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Grantee must provide this information to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

### 3. Compensation of Officers

Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Grantee must provide information responding to this question along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides such information responding to this question.

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

# APPLICATION FOR FINANCIAL ASSISTANCE

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

The Susquehanna Area Regional Airport Authority  
(Airport Sponsor)

hereby makes application to the Department of Transportation for funds to assist  
in the following project  
Rehabilitate Terminal Apron, Phase II

at the Harrisburg International Airport Airport.

\_\_\_\_\_  
Airport Sponsor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Internal Order # 7889055111

Agreement # ADP-2011-SARAA-00019

Funds Commitment# \_\_\_\_\_

Estimated total cost \$327,270.00

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PROSPECTUS OF  
AIRPORT IMPROVEMENT OR EXTENSION**

1. Project proposed for Harrisburg International Airport Airport  
by Susquehanna Area Regional Airport Authority  
(Airport Sponsor)

2. LOCATION OF PROPOSED AIRPORT:

County or Counties Dauphin County

City Middletown

Township or Borough Lower Swatara Township

3. PRESENT RUNWAYS:

Direction	Length	Width	Type
1. 13-31	10,000'	200'	Paved
2.			
3.			
4.			
5.			

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

5. PROPOSED AIRPORT DEVELOPMENT

Rehabilitate Terminal Apron, Phase II

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
\$327,270.00	\$0	\$310,906.00	\$8,182.00	\$8,182

Explanation

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

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Name Title Date



## 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"

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.  
Susquehanna Area Regional Airport Authority

BY Edwards, Timothy Jan 5 2012 11:03AM  
Title: Authorized Official 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 Jan 9 2012 11:27AM  
Director DATE  
Bureau of Aviation

APPROVED AS TO LEGALITY  
AND FORM

BY Kline, Mr. Michael Jan 9 2012 12:19PM  
Chief Counsel DATE

FUNDS COMMITMENT DOC. NO.: EG00001165  
CERTIFIED FUNDS AVAILABLE UNDER  
SAP FUND 1657111401  
SAP COST CENTER 7888101028  
GL. ACCOUNT 6600400  
AMOUNT \$8,182.00

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

BY Favasuli, Mark Jan 12 2012 8:41AM  
for Comptroller DATE

Contract No. ADP-2011-SARAA-00019 is  
split 95 %, expenditure amount of \$ \$310,906 for Federal funds  
and 2.5 %, expenditure amount of \$ \$8,182 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 ; 7889055111.

RESOLUTION

BE IT RESOLVED, by authority of the Susquehanna Area Regional Airport Authority (SARAA), of the City of Middletown, Dauphin County, and it is hereby resolved by authority of the same, that the:

Executive Director \_\_\_\_\_ or Deputy Executive Director or  
Chairman of the Board \_\_\_\_\_

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.

Susquehanna Area Regional Airport Authority

BY:  \_\_\_\_\_  
Timothy Tate, Chairman of the Board

I, Timothy Tate, Chairman of the Board of the Susquehanna Area Regional Airport Authority (SARAA), do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Susquehanna Area Regional Airport Authority (SARAA), held the 27<sup>th</sup> day of February, 2008.

DATE: February 27<sup>th</sup>, 2008

 \_\_\_\_\_  
Timothy Tate, Chairman of the Board



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## STATUS HISTORY

Status	Date/Time	By	Notes
Grant In Setup	12/7/2011 2:48:39 PM	Lubic, Mrs. Lori	
Grant Specialist Assignment Required	12/9/2011 4:17:45 PM	Betz, Rob	
Grant Spec. Review Required	12/13/2011 10:40:41 AM	Lubic, Mrs. Lori	
Grant Spec. Review Complete	12/13/2011 11:56:38 AM	Green, Ms. Catherine	
Agreement Offered	12/13/2011 12:00:00 PM	Lubic, Mrs. Lori	
Grantee Accepts Agreement	1/5/2012 11:03:10 AM	Edwards, Timothy	
Agreement Review Required	1/5/2012 11:15:12 AM	Lubic, Mrs. Lori	
SAP Setup Required	1/5/2012 4:01:43 PM	Green, Ms. Catherine	
SAP Setup Complete	1/9/2012 9:41:36 AM	Green, Ms. Catherine	
Bureau Director Review Required	1/9/2012 10:16:53 AM	Lubic, Mrs. Lori	
Bureau Director Review Complete	1/9/2012 11:27:44 AM	Gearhart, Brian	
Chief Counsel Review Required	1/9/2012 11:45:46 AM	Volchko, Mrs. Jennifer	
Chief Counsel Review Complete	1/9/2012 12:19:46 PM	Kline, Mr. Michael	
Proposal State Mods Required	1/11/2012 1:11:45 PM	Favasuli, Mark	The date for general consent needs added for this one as well. Thanks.
Chief Counsel Review Complete	1/11/2012 3:35:11 PM	Green, Ms. Catherine	
Comptroller Review Complete	1/12/2012 8:41:42 AM	Favasuli, Mark	
LATS Complete	1/12/2012 8:46:01 AM	Krill, Kelli	