BOA Right to Know Law Summary Form

Document Type	Grant	Date of Execution	4/24/2012
Contract No.	ADP2011Kijowski00032	Beginning Date (same as Execution Date unless specified in the contract)	4/24/2012
Amount	93,750	Ending Date	6/30/2014
Agency	TRANSPORTATION	Vendor/Grantee (Name should be exactly how it appears on the contract/grant)	Theodore J. & Thomas C. Kijowski

Summary

Install Lighting /Beacon/PAPI on New Runway

Do not forget the check to the Redacted Box!

Upload the scanned copy of the Contract/Grant to website

Completed By:	Catherine K Green	Date	4/26/2012
Approved By:	[signature]	Date	4/26/12
Entered By:		Date	

This form must receive the approval of an

EALA #: EALABOA00068
Funds Commitment #: EG00001220
Agreement #: ADP-2011-Kijowski-00032

Effective Date: 4/24/2012
(Department will insert)

Federal ID #: 256138089
SAP Vendor #: 159976
MPMS #: 80397

GRANT OFFER/AGREEMENT

Date of Offer: 4/12/2012

Internal Order Number: 7889072113

RECIPIENT: Theodore J. & Thomas C. Kijowski DBA McVille

AIRPORT: McVille 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, 75 percent of the allowable costs incurred in accomplishing the project consisting of the following:

Install Lighting/Beacon/PAPI on New Runway

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

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

$93,750.00 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 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 1/17/2012.

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

APPLICATION FOR FINANCIAL ASSISTANCE

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

The Theodore J. & Thomas C. Kijowski DBA McVille Airport
(Airport Sponsor)

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

in the following project

Install Lighting/Beacon/PAPI on New Runway

at the McVille Airport **Airport.**

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

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

Internal Order # 7889072113 **Agreement #** ADP-2011-Kijowski-00032

Funds Commitment# **Estimated total cost** $125,000.00

REVIEWED AND APPROVED BY:

Name **Title** **Date**

PROSPECTUS OF
AIRPORT IMPROVEMENT OR EXTENSION

1. **Project proposed for** McVille Airport **Airport**

   by Theodore J. & Thomas C. Kijowski DBA McVille Airport
   (Airport Sponsor)

2. **LOCATION OF PROPOSED AIRPORT:**

   County or Counties Armstrong County Armstrong County

   City Freeport

   Township or Borough South Buffalo Twp.

3. **PRESENT RUNWAYS:**

Direction	Length	Width	Type
1. 34/12	3100'	125'	Turf Runway
2.			
3.			
4.			
5.			

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

5. **PROPOSED AIRPORT DEVELOPMENT**
   Install Lighting/Beacon/PAPI on New Runway

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
$125,000.00	$0		$93,750.00	$31,250

Explanation

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

REVIEWED AND APPROVED BY:

Name Title Date

dotGrants Bureau of Aviation
pennsylvania

BOA TA: TA-ADP-20
BOA Grant: ADP-20
Status: Agreeme
User: M
Role: B

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

ADD NOTE

Created By: Kijowski, Thomas on 4/14/2012 6:42:34 PM
Go to Related Pages
ACH07012010

You are here: > Projects

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 - AV DEV
Prospectus of Airport Improvement or Extension
Project Cash Flow
Project Schedule (Planned Dates)
FFATA Clause
ACH Clause(1)
Right to Know Law Clause

ADD NOTE

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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 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 – 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-ADP-20
BOA Grant: ADP-20
Status: Agreeme
User: M
Role: B

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

ADD NOTE

Created By: Kijowski, Thomas on 4/14/2012 6:42:54 PM
Go to Related Pages
RTKL07012010

You are here: > Projects

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 - AV DEV
- Prospectus of Airport Improvement or Extension
- Project Cash Flow
- Project Schedule (Planned Dates)
- FFATA Clause
- ACH Clause
- Right to Know Law Clause(1)

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.

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

Theodore J. & Thomas C. Kijowski DBA McVille

BY Kijowski, Thomas Apr 14 2012 6:47PM

Title: Theodore J. Kijowski, TDATE

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 Apr 16 2012 2:54PM

Director DATE

Bureau of Aviation

APPROVED AS TO LEGALITY
AND FORM

BY Kline, Mr. Michael Apr 17 2012 4:35PM

Chief Counsel DATE

FUNDS COMMITMENT DOC. NO.: EG00001220

CERTIFIED FUNDS AVAILABLE UNDER

SAP FUND 1657111401

SAP COST CENTER 7888101028

GL. ACCOUNT 6600400

AMOUNT $93,750.00

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

BY Favasuli, Mark Apr 24 2012 9:13AM

for Comptroller DATE

Contract No. ADP-2011-Kijowski-00032 is split 0 %, expenditure amount of $ $0 for Federal funds and 75 %, expenditure amount of $ $93,750 for State funds. The related Federal assistance program name and SAP number is n/a ; n/a . The State assistance program name and SAP number is 1657111401 ; 7889072113 .