

Effective Date: _____
(Department will insert)

EALA #: EALABOA00026
Funds Commitment #: EG00001390
Agreement #: ACB-2012-Butler Co AA-00004
Federal ID #: 251407480
SAP Vendor #: 148235
MPMS #: 95309

GRANT OFFER/AGREEMENT

Date of Offer: 11/5/2012

Internal Order Number: 7888021111

RECIPIENT: Butler County Airport Authority

AIRPORT: Butler County 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, 50 percent of the allowable costs incurred in accomplishing the project consisting of the following:

Improve Terminal Building, Construct New T-Hangar and Make Various Other Airport Improvements

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

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

- _____ from Commonwealth Fiscal Year _____ Aviation Development Program;
- _____ from Federal Fiscal Year _____ State Block Grant Program; and
- \$1,015,000 from Act 40 of 2004 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 thirty six (36) months from the date of this agreement. This grant agreement will expire thirty six (36) months from the date of this agreement.

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 11/6/2012.

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 or date of closing whichever is later.

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.

Exhibit "A"

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 Butler County Airport Authority
(Airport Sponsor)

hereby makes application to the Department of Transportation for funds to assist
in the following project

Improve Terminal Building, Construct New T-Hangar and Make Various Other Airport Improvements

at the Butler County Airport Airport.

Airport Sponsor Signature	Title	Date
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*****(DEPARTMENT USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE)*****

Internal Order # <u>7888021111</u>	Agreement # <u>ACB-2012-Butler Co AA-00004</u>
------------------------------------	--

Funds Commitment# <u>EG00001390</u>	Estimated total cost <u>\$2,030,000.00</u>
-------------------------------------	--

REVIEWED AND APPROVED BY:

Name	Title	Date
------	-------	------

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
\$2,030,000.00	\$0		\$1,015,000.00	\$1,015,000

Explanation

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

REVIEWED AND APPROVED BY:

 Name

Title

Date



dotGrants

Bureau of Aviation

pennsylvania PA

BOA TA: TA-ACB-2011-E
BOA Grant: ACB-2012-E
Status: S
User: Marcia
Role: Bt

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Last Modified By: Kelly, Mr. Richard on 11/6/2012 7:39:59 AM

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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 select the Grant Agreement w/ Attachments menu item.

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

RELATED PAGES

- [Grant Instruction Sheet](#)
- [Grant Agreement - Capital Budget](#)
- [Prospectus of Airport Improvement or Extension](#)
- [Project Cash Flow](#)
- [Project Schedule \(Planned Dates\)](#)
- [Right to Know Law Clause](#)
- [ACH Clause\(1\)](#)

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581813

Automated Clearing House Network Provisions

Submission of invoices for purposes of reimbursement, shall be made in accordance with Commonwealth Management Directive 310.30, issued May 24, 2007, relating to the Pennsylvania Electronic Payment Program and the establishment of the Automated Clearing House Network ("ACH") as the Commonwealth's preferred method of payment. The following provisions are hereby added to the Agreement:

(a) The DEPARTMENT will make payments to the SPONSOR through ACH. Within 10 days of the execution of this Agreement, the SPONSOR must submit or must have already submitted its ACH and electronic addenda information, if desired, on an ACH enrollment form obtained at: www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf to the Commonwealth's Payable Service Center, Vendor Data 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 SPONSOR 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 SPONSOR to properly apply the state agency's payment to the respective invoice or program.

(c) It is the responsibility of the SPONSOR 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-ACB-2011-E
BOA Grant: ACB-2012-E
Status: S
User: Marcia
Role: B

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Last Modified By: Kelly, Mr. Richard on 11/6/2012 7:40:35 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 select the Grant Agreement w/ Attachments menu item.

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 - Capital Budget](#)
- [Prospectus of Airport Improvement or Extension](#)
- [Project Cash Flow](#)
- [Project Schedule \(Planned Dates\)](#)
- [Right to Know Law Clause\(1\)](#)
- [ACH Clause](#)

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ADD NOTE

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Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, 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 the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor 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 the Contractor’s possession arising out of this Contract 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 Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor 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, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor 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. The Contractor 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, the Contractor 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 the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor 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 Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.
Butler County Airport Authority

BY _____
Title: Chairman 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 _____
Director DATE
Bureau of Aviation

APPROVED AS TO LEGALITY
AND FORM

BY _____
Chief Counsel DATE

FUNDS COMMITMENT DOC. NO.: EG00001390
CERTIFIED FUNDS AVAILABLE UNDER
SAP FUND 3014404424
SAP COST CENTER 7888101028
GL. ACCOUNT 6600400
AMOUNT \$1,015,000

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

BY _____
for Comptroller DATE

Contract No. ACB-2012-Butler Co AA-00004 is
split 0%, expenditure amount of \$0 for Federal funds
and 50%, expenditure amount of \$1,015,000 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 3014404424; 7888021111.

RESOLUTION

BE IT RESOLVED, by the authority of the
Butler County Airport Authority

_____ of the city of Butler _____ Butler County _____, and it
is hereby resolved by the authority of the same, that the
Chairman _____ or Vice Chairman _____ or
_____ 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: 
Richard E. Kelly
Chairman

I, Richard E. Kelly _____, Chairman _____ of the
Butler County Airport Authority _____,

do hereby certify that the foregoing is a true and
correct copy of the Resolution adopted at a regular meeting of the
Butler County Airport Authority _____,

held the 9th day of October, 2008.

DATE: 10/09/08


Richard E. Kelly
Chairman

BOA Right to Know Law Summary Form

Document Type	<input type="text" value="Grant"/>	<input type="checkbox"/>	Date of Execution	<input type="text" value="11/14/2012"/>	<input type="checkbox"/>
Contract No.	<input type="text" value="ACB-2012-Butler Co AA-00004"/>	<input type="checkbox"/>	Beginning Date (same as Execution Date unless specified in the contract)	<input type="text" value="11/14/2012"/>	<input type="checkbox"/>
Amount	<input type="text" value="\$1,015,000.00"/>	<input type="checkbox"/>	Ending Date	<input type="text" value="11/14/2015"/>	<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="Butler County Airport Authority"/>	<input type="checkbox"/>

Summary

Improve Terminal Building, Construct New T-Hangar and Make Various Other Airport Improvements

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="Marcia Scott-Williams"/>	Date	<input type="text" value="11/16/2012"/>
Approved By:	<input type="text" value="Emily Brownwell"/>	Date	<input type="text" value="11/16/12"/>
This form must receive the approval of an			
Entered By:	<input type="text"/>	Date	<input type="text"/>