



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Assistant Commissioner

Bureau of Aeronautics
October 23, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the City of Keene, NH (Vendor Code 177417), for SBG-08-13-2015, to prepare an environmental assessment (Phase II) at the Dillant-Hopkins Airport in Keene, NH. State and Federal participation in the amount of \$121,600.00 is effective upon Governor and Council approval through November 30, 2019. 90% Federal Funds, 5% General Funds, 5% Local Funds.

Funding is available as follows:	<u>FY 2016</u>
04-96-96-960030-0997 FAA Projects 034-500152 Design/Study	\$118,400.00
04-96-96-960030-7976 FAA Projects 034-500152 Design/Study	\$ 3,200.00

EXPLANATION

One Federal Aviation Administration (FAA) State Block Grant was awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-21-2015	\$2,022,238.00

A total of \$115,200.00 (or 90% of the project cost) is proposed from the grant listed above for this airport planning project (SBG-08-13-2015, copy attached), to prepare an environmental assessment (Phase II) at the Dillant-Hopkins Airport in Keene, NH. The purpose of Phase II of the environmental assessment is to complete further research regarding the primary issues that arose during the public comment period of Phase I environmental assessment for the proposed easement and acquisition and obstruction removal near the airport. The specific impact categories include: noise impacts, air quality impacts, visual impacts, and socio-economic (property value) impacts.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Keene in accordance with RSA 422:15. The City of Keene will participate in the amount of \$6,400.00 (5% of this project). State participation in the amount of \$6,400.00 (5% of this project) is also requested. The total cost of the airport development project is \$128,000.00.

The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

In accordance with the FAA grant assurances C- Sponsor Certifications, Responsibility and Authority of the Sponsor, the grant funds must be immediately available for the project to execute the grant offer; therefore all funding for this project is encumbered in the first fiscal year.

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2011 253:1 XIV-A and 2013 195:1 XVI-A.1 Capital Budget.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachment
VFS/tisl



U.S. Department
of Transportation
Federal Aviation
Administration

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER

Date of Offer	JUL 27 2015
Block Grant Number	n/a
AIP Grant Number	3-33-SBGP-021-2015
DUNS Number	808591697

TO: State of New Hampshire
(herein called the "State")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the State has submitted a Block Grant Application dated May 1, 2015 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application (*excluding* the "Statewide ARFF Upgrades and Equipment" project mentioned in the Block Grant Application);

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application and the Grant Assurances dated April 3, 2014, acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$2,022,238. Of this amount a minimum of \$2,022,238 must be expended for projects at airports as prescribed in the conditions.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Grant Amendments.** Future grant amendments may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act.
2. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 21, 2015** or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.

8. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.

9. Required Federal Provisions. The State agrees that all subgrants will include the required federal contract provisions.

10. Nonprimary Entitlement Funds.

\$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

- EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000
- ASH, Boire Field, Nashua, NH, \$150,000
- LCI, Laconia Municipal Airport, Gilford, NH, \$150,000
- DAW, Skyhaven Airport, Rochester, NH, \$150,000
- HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000
- CNH, Claremont Municipal Airport, Claremont, NH, \$150,000
- CON, Concord Municipal Airport, Concord, NH, \$150,000
- BML, Berlin Regional Airport, Milan, NH, \$150,000
- 5B9, Dean Memorial Airport, North Haverhill, NH, \$150,000

11. State Apportionment.

\$ 672,238 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

12. Trafficking In Persons.

A. **Prohibitions:** The prohibitions against trafficking in persons (Prohibitions) that apply to private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) or any entity other than a State, a local government, an Indian tribe, or a foreign public entity are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

13. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

14. Runway Safety Area Determination. The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 “Runway Safety Area Program”.

15. Suspension or Debarment. The State must inform the FAA when the State suspends or debars a contractor, person, or entity.

16. System for Award Management (SAM) Registration And Universal Identifier.

- A. The System for Award Management (SAM) incorporated the Central Contractor Registration (CCR): SAM is the official United States Government system into which an entity must provide

information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- B. Requirement for System for Award Management (SAM): Unless the State is exempted from this requirement under 2 CFR 25.110, the State must maintain their information current in the SAM until the State submits the final financial report required under this grant or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.
- C. Requirement for Data Universal Numbering System (DUNS) Numbers:
 - 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 - 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.

17. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

18. Reporting Subgrants and Executive Compensation.

- A. State Reporting Requirements of Subgrants.
 - 1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 - 2. The State must report each subgrant to <http://www.fsrs.gov>.
 - 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 - 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
- B. State Reporting Total Compensation of State Executives.
 - 1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—

- (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The State must report its executive total compensation:
- a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
- a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The subrecipient must report subrecipient executive total compensation:
- a. To the State.

- b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

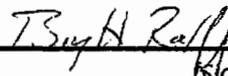
If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- 1. Subgrants, and
- 2. The total compensation of the five most highly compensated executives of any subrecipient.

19. Exhibit "A" Property Map. The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mr. Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division

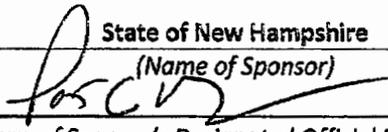
(Title)

PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

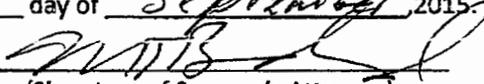
Executed this 8th day of September, 2015.

State of New Hampshire
 (Name of Sponsor)

 (Signature of Sponsor's Designated Official Representative)
 By: Patricia C. Herlihy
 (Typed Name of Sponsor's Designated Official Representative)
 Title: Director of Aeronautics, Rail and Transit
 (Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Matthew T. Broadhead acting as Attorney for the State do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH this 8 day of September, 2015.
By: 
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



New Hampshire Department
of Transportation
Bureau of Aeronautics

GRANT AGREEMENT

PART I – OFFER

Date of Offer	September 21, 2015
Airport/Planning Area	Dillant-Hopkins Airport
AIP Grant Number	SBG 08-13-2015
DUNS Number	08-340-6355

TO: City of Keene, New Hampshire
(herein called the "Sponsor")

FROM: The State of New Hampshire (acting through the New Hampshire Department of Transportation,
herein called the "State")

WHEREAS, the Sponsor has submitted to the State a Project Application dated April 21, 2015, for a grant of Federal and State funds for a project at or associated with the Dillant-Hopkins Airport, which as approved by the State, is hereby included as part of this Grant Agreement; and

WHEREAS, the State has approved a project for the Dillant-Hopkins Airport (herein called the "Project") consisting of the following:

Prepare Environmental Assessment – Phase II

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES AND THE STATE, HEREBY OFFERS AND AGREES to pay 95 percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of allowable costs incurred in accomplishing the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is \$121,600.00.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$121,600.00 for planning
 - \$0.00 for airport development or noise program implementation
 - \$0.00 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable under the Act.
3. **Determining the Final Federal and State Share of Costs.** The United States' and State's share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' and State's share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal and State share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before October 26, 2015, or such subsequent date as may be prescribed in writing by the State.
7. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms "Federal funds" and "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State shares of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.
8. **United States and State Not Liable for Damage or Injury.** Neither the United States nor the State shall be responsible or liable for damage to property or injury to persons which may arise from, or be incident to compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be

deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the State, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the State determines that the maximum grant obligation of the United States and the State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The State can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the State determines that a change in the grant description is advantageous and in the best interests of the United States and the State, the State can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the State has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the State, the Sponsor 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 which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

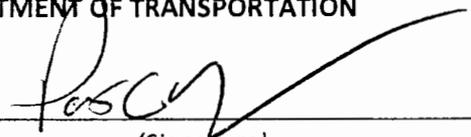
15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States and the State, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the State.
17. **Suspension or Debarment.** The Sponsor must inform the State when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal and State governments, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
 - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

- B. In addition to all other remedies for noncompliance that are available to the State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the State to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the State determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Incorporated by Reference.** The Exhibit “A” updated August 17, 2007, filed with Project SBG 08-11-2013, is incorporated herein by reference.
21. **Availability of Funds.** Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.
22. **Effective Date.** If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.
23. **Assignment of Interest.** The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.
24. **Entire Agreement.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.
25. **Insurances.** The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:
- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
 - B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

26. **Public Meeting.** By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.
27. **Non-AIP Work In Application:** The Sponsor understands and agrees that:
- 1) the sponsor's consultant contract includes the planning of an emissions and dispersion modeling system and general air quality conformity analysis for \$6,090.00 that is not being funded with any Federal or State funding in this project ;
 - 2) the Sponsor has provided only the AIP-eligible project costs in their attached grant application with a total AIP-eligible project amount, including Federal, State, and sponsor participation, of \$128,000.00, the total allowable cost for purposes of determining Federal and State participation will not exceed \$121,600.00;
 - 3) it must maintain separate cost records for the AIP and non-AIP work;
 - 4) all cost records must be made available for inspection and audit by the State;
 - 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and
 - 6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States and State will not exceed \$121,600.00, which is the total Federal and State share of the allowable cost for purposes of determining federal and state participation in 2) of this special condition.
28. **Pending Documents.** No grant reimbursements under this grant agreement will be made by the United States and State to the Sponsor for the supplemental data collection work tasks as noted in Part IV Program Narrative for up to \$17,000.00 (United States and State share of \$16,150.00) until the sponsor has satisfactorily demonstrated the necessity, justification, reasonableness, and appropriateness for this work task to, and accepted by, the State.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's and the New Hampshire Governor and Council's acceptance of this Offer.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



(Signature)

Patrick C. Herlihy

(Typed Name)

Director, Division of Aeronautics, Rail & Transit

(Title)

Attorney General: This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.

Dated:

11/5/15

By:



Assistant Attorney General

Secretary of State: This is to certify that the Governor and Council on _____ approved this Agreement.

Dated:

By:

Secretary of State

Attest:

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 15th day of October, 2015.

City of Keene
(Name of Sponsor)

[Signature]
(Signature of Sponsor's Designated Official Representative)

By: John A. Maclean
(Typed Name of Sponsor's Designated Official Representative)

Title: City Manager
(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Thomas B. Mullins acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of NH. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Keene this 15th day of October, 2015
By [Signature]
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

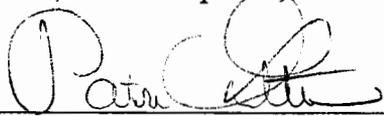
CERTIFICATE OF VOTE

I, Patricia A. Little, do hereby certify that I am the City Clerk of Keene, NH, a Municipality in the State of New Hampshire, County of Cheshire, in the United States of America.

I do further certify that Medard Kopczynski is Acting City Manager of the sponsor's governing body and is duly authorized by the by-laws and laws of the State of New Hampshire to accept and expend grant offers from the Federal Aviation Administration and the New Hampshire Department of Transportation, Bureau of Aeronautics for and on behalf of the sponsor's governing body. This authority was given during an official meeting of the Keene City Council on September 17, 2015.

I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the City of Keene, New Hampshire, on this eighth day of October, 2015.



Signature

SEAL



Title

NOTARY STATEMENT

As Notary Public and /or Justice of the Peace, registered in the State of New Hampshire, County of Cheshire upon this date October 8, 2015, personally appeared Patricia A. Little who acknowledged herself to be the City Clerk of Keene, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing her name of the municipality of Keene, New Hampshire. In witness whereof, I hereunto set my hand and official seal.



Signature of Notary

Heather Fitz-Simon

Name of Notary

HEATHER R. FITZ-SIMON, Notary Public
My Commission Expires March 26, 2019

Date of Expiration of Commission



ace usa

ACE USA
Energy Centre
1100 Poydras Street
Suite 2150
New Orleans LA 70163

504 310-3600 *main*
504 310-3610 *fax*
www.ace-ina.com

October 1, 2015

**ACE PROPERTY & CASUALTY INSURANCE COMPANY
CERTIFICATE OF INSURANCE (PAGE 1 of 2)**

THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY, AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

THIS IS TO CERTIFY that the policy of insurance listed below has been issued to the Named Insured shown below for the policy period indicated in the following schedule. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

DESCRIPTIVE SCHEDULE

Named Insured: City of Keene
Address: 3 Washington Street, Keene, New Hampshire 03431
Policy Number: AAP N00978474 010
Policy period: From: July 1, 2015 To: July 1, 2016 (both dates at 12.01 a.m. LST)
Location: EEN Dillant-Hopkins Airport
Type: Airport Owners and Operators Liability Insurance
Limits of insurance: Bodily Injury, Personal Injury and Property Damage combined \$10,000,000 each occurrence/offense, subject to the following limitations:
Products-Completed Operations Aggregate Limit..... \$10,000,000
Personal Injury and Advertising Injury Aggregate Limit \$10,000,000
Malpractice Aggregate Limit \$10,000,000
Hangarkeepers Limit Any One Occurrence..... \$250,000
Hangarkeepers Limit Any One Aircraft.. \$500,000
Deductible: \$1,000 each loss, applicable to Hangarkeepers coverage only.

This certificate is issued at the request of the following **Certificate Holder:**

**State of New Hampshire Department of Transportation
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483**



ace usa

October 1, 2015

ACE PROPERTY & CASUALTY INSURANCE COMPANY
CERTIFICATE OF INSURANCE (PAGE 2 of 2)

Additional Agreement: WHO IS AN INSURED in the referenced policy is amended to include as an insured person or organization the **Certificate Holder** shown on page 1 of this Certificate of Insurance as an insured, but only with respect to liability arising out of the Named Insured's "airport operations". However this agreement shall not prejudice our rights of recourse against the **Certificate Holder** as manufacturers, repairers, suppliers or servicing agents, where such rights of recourse would have existed had this Additional Agreement not been effected:

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverages afforded by the policy except as described on page 1 of this Certificate of Insurance. We have made provision to provide the **Certificate Holder** with thirty (30) days [but ten (10) days for non payment of premium] prior written notice in the event of cancellation of the above described policy, or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Extended Coverage - War, Hijacking and Other Perils Endorsement and the Nuclear Risks Exclusion Clause, if they form part of the policy.

A handwritten signature in cursive script that reads "Jerry Ruth".

By _____

Jerry Ruth
(Authorized Representative)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ELICITED HEREIN. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURER AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME: ANDREA.OTTO	PHONE (A/C, No, Ext): 1-952-807-0679	FAX (A/C, No): 1-312-381-6608
	E-MAIL ADDRESS: ANDREA.OTTO@AON.COM		
INSURER STANTEC CONSULTING SERVICES INC. 482 PAYNE ROAD SCARBOROUGH, ME 04074	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ZURICH AMERICAN INSURANCE COMPANY		16535
	INSURER B: SENTRY INSURANCE A MUTUAL COMPANY		24988
	INSURER C: ZURICH INSURANCE COMPANY		
	INSURER D: SENTRY INSURANCE A MUTUAL COMPANY		24988
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: **941** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY	<input checked="" type="checkbox"/>		GLO5415704	05/01/15	05/01/16	EACH OCCURRENCE	\$ 2,000,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			XCU COVER INCLUDED			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
<input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY						PERSONAL & ADV INJURY	\$ 2,000,000
<input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE						GENERAL AGGREGATE	\$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
AUTOMOBILE LIABILITY			90-17043-08	05/01/15	05/01/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> NON-OWNED AUTOS							\$
							\$
<input checked="" type="checkbox"/> UMBRELLA LIAB			8831307	05/01/15	05/01/16	EACH OCCURRENCE	\$ 5,000,000
<input checked="" type="checkbox"/> EXCESS LIAB			EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)			AGGREGATE	\$ 5,000,000
<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-17043-06	05/01/15	05/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
SCARBOROUGH, ME. STANTEC PROJECT # 195210783. RE: DILLANT-HOPKINS AIRPORT ENVIRONMENTAL ASSESSMENT, PHASE

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
 POLICIES OF KEENE AND NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION/BUREAU OF AERONAUTICS, 7 HAZEN DRIVE, CONCORD, NH 03302-0483 ARE INCLUDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THE COVERAGE SHALL NOT BE CANCELED OR NON-RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSURED.

CERTIFICATE HOLDER	CANCELLATION
CITY OF KEENE 3 WASHINGTON STREET, KEENE, NH 03431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Andrea R. Otto</i>

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
---	---	---

* 3. Date Received: SBG-08-13-2015	4. Application Identifier: SBG-08-13-2015
---------------------------------------	--

5a. Federal Entity Identifier: SBG-08-13-2015	* 5b. Federal Award Identifier:
--	---------------------------------

State Use Only:

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

8. APPLICANT INFORMATION:

* a. Legal Name: City of Keene

* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000441	*c. Organizational DUNS: 088-340-6355
---	--

d. Address:

* Street1: 80 Airport Road
Street 2:
* City: Keene
County: Cheshire
* State: NH
Province:
Country: USA *Zip/ Postal Code: 03430

Organizational Unit:

Department Name:	Division Name:
------------------	----------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms. First Name: Janice
Middle Name:
* Last Name: Bland
Suffix:

Title: Associate/Senior Aviation Planner

Organizational Affiliation:
Stantec Consulting Services Inc.

* Telephone Number: (207) 887-3821 Fax Number: (207) 883-3376

* Email: janice.bland@stantec.com

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Keene and Swanzey, New Hampshire
Cheshire County

* 15. Descriptive Title of Applicant's Project:

Environmental Assessment - Phase 2

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 2nd

*b. Program/Project: 2nd

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 05/01/2015

*b. End Date: 07/31/2017

18. Estimated Funding (\$):

*a. Federal	115,200.00 ✓
*b. Applicant	6,400.00 ✓
*c. State	6,400.00 ✓
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	128,000.00 ✓

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Edward

Middle Name: J.

*Last Name: Mattern

Suffix:

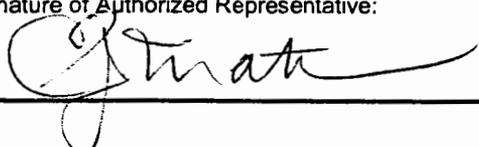
*Title: Airport Director

*Telephone Number: (603) 357-9835

Fax Number: (603) 639-7169

* Email: emattern@ci.keene.nh.us

*Signature of Authorized Representative:



*Date Signed:

4/21/15

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.



Application for Federal Assistance (Planning Projects)

PART II – PROJECT APPROVAL INFORMATION

<p>Item 1. Does this assistance request require State, local, regional, or other priority rating? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body: Priority:</p>
<p>Item 2. Does this assistance request require State, or local advisory, educational or health clearances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board: (Attach Documentation)</p>
<p>Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p>Item 4. Does this assistance request require State, local, regional or other planning approval? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency: Date:</p>
<p>Item 5. Is the proposed project covered by an approved comprehensive plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Location of Plan: On file at airport, NHDOT, and FAA</p>
<p>Item 6. Will the assistance requested serve a Federal installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation: Federal Population benefitting from Project:</p>
<p>Item 7. Will the assistance requested be on Federal land or installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation: Location of Federal Land: Percent of Project: %</p>
<p>Item 8. Will the assistance requested have an impact or effect on the environment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instruction for additional information to be provided)</p>
<p>Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of: Individuals: _____ Families: _____ Businesses: _____ Farms: _____</p>
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

PART III – BUDGET INFORMATION

SECTION A – BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AIP	20.106	\$	\$	\$ 115,200	\$ 12,800	\$ 128,000
2.						0
3.						0
4.						0
5. TOTALS		\$ 0	\$ 0	\$ 115,200	\$ 12,800	\$ 128,000

SECTION B – BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$ 0.00
b. Fringe Benefits					0.00
c. Travel					0.00
d. Equipment					0.00
e. Supplies					0.00
f. Contractual	122,578.00				122,578.00
g. Construction					0.00
h. Other	5,422.00				5,422.00
i. Total Direct Charges	128,000.00	0.00	0.00	0.00	128,000.00
j. Indirect Charges	0.00				0.00
k. TOTALS	\$ 128,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 128,000.00
7. Program Income	\$	\$	\$	\$	\$ 0.00

SECTION C – NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. AIP 20.106	\$ 6,400.00	\$ 6,400.00	\$	\$ 12,800.00
9.				0.00
10.				0.00
11.				0.00
12. TOTALS	\$ 6,400.00	\$ 6,400.00	\$ 0.00	\$ 12,800.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1 st Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4th Quarter
13. Federal	\$ 100,000.00	\$	\$	\$ 50,000.00	\$ 50,000.00
14. Non-Federal	0.00				
15. TOTAL	\$ 100,000.00	\$ 0.00	\$ 0.00	\$ 50,000.00	\$ 50,000.00

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16. AIP 20.106	\$ 28,000.00	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

SECTION F – OTHER BUDGET INFORMATION

(Attach additional sheets if necessary)

21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

PART IV PROGRAM NARRATIVE (Attach per instructions)

APPLICATION FOR FEDERAL ASSISTANCE
DILLANT-HOPKINS AIRPORT
KEENE, NEW HAMPSHIRE
ENVIRONMENTAL ASSESSMENT - PHASE 2

PART IV - PROGRAM NARRATIVE

April 2015 (Revised 9/17/2015)

PROJECT OBJECTIVES

The purpose of Phase 2 of the environmental assessment is to complete further research regarding primary issues that arose during the public comment period of the Phase 1 environmental assessment for the proposed easement acquisition and obstruction removal. The specific impact categories include: noise impacts, air quality impacts, visual impacts, and socio-economic (property value) impacts. In response to these comments, the Environmental Assessment Phase 2 will provide additional information with regard to these impact categories considered in relation to the proposed actions addressed in the Phase 1 environmental assessment.

PROJECT BENEFITS

The benefit of the proposed project is to further evaluate noise impacts, air quality impacts, visual impacts, and socio-economic (property value) impacts in order to achieve a more engaged public process to address comments made by the public during the Phase 1 environmental assessment.

PROJECT APPROACH

The approach to Phase 2 of the environmental assessment includes further efforts needed to evaluate noise, air quality, socio-economic, and visual impacts. Efforts associated with analyzing impacts to noise includes collecting and refining noise modeling inputs, producing an Integrated Noise Model, evaluating potential effects of tree removal, and measuring noise on-site.

The approach to addressing air quality will include evaluating air quality impacts associated with aircraft operations conducted at the Dillant-Hopkins Airport within the general context of regional air quality. In addition, efforts will include researching and presenting findings regarding opportunities for local air quality monitoring initiatives.

The approach to addressing socio-economic impacts includes determining if there is a trend analysis available regarding the short- and long- term impacts to property values from obtaining aviation easements and removing obstructions. Adjustments will be made to the level of impact on property values based on fluctuations in the market.

The approach for addressing visual impacts includes developing an interactive visualization model of the Runway 20 approach, including the adjacent neighborhood, proposed runway end identifier lights (REILs), and rotating beacon.

Attached is a copy of the Scope of Work and fee schedule to more fully explain the work tasks of this project.

PROJECT COST

The following summarizes the proposed project costs:

Study Design	\$14,606.95
Data Collection	\$73,215.42
Supplemental Data Collection, if needed	\$17,000.00
Environmental Assessment Report	\$8,122.61
Meetings	\$9,633.02
Sponsor Administration	\$5,422.00
Total	\$128,000.00

PROJECT SCHEDULE

The following is the anticipated project schedule.

Study Design	April 2015
Grant Offer Received	September 2015
Data Collection	January 2016
Environmental Assessment Data Collection and Report	February 2016
Sponsor Administration Efforts	March 2016

ENVIRONMENTAL ISSUES

Part 2 of the environmental assessment will follow FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions* and Order 1050.1F, *Environmental Impacts: Policies and Procedures*. Environmental issues will be evaluated as part of this project. The preparation of Phase II of the EA meets the definition of a CATEX as described in FAA Order 1050.1F, paragraph 5-6.1.0 as the issuance of the grant is for a planning project to a state participating in the state block grant program and does not imply a project commitment. Additionally the project does not involve extraordinary circumstances, as described in FAA Order 1050.1F, paragraph 502. This includes, but is not limited to, the projects listed in FAA Order 5050.4B, Table 6-1. For these reasons, this statement is intended to serve as written record that the preparation of the Phase II EA is categorically excluded from additional review in accordance with the NEPA.

USER COORDINATION

Figure 1 is a copy of the notice to airport users, which will be posted at the Dillant-Hopkins Airport to announce the intent of the proposed project.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

As this project does not exceed the \$250,000 federal dollar threshold identified in 49 CFR Part 26, a DBE program will not be prepared as part of this project.

INTERGOVERNMENTAL COORDINATION (EXECUTIVE ORDER 12372)

This project is exempt per FAA from the Executive Order 12372 process as this project is wholly contained within airport property.

**Dillant-Hopkins Airport
Keene, New Hampshire
Phase 2 Environmental Assessment**

New Hampshire State Block Grant: SBG-08-13-2015

Introduction

The purpose of Phase 2 of the environmental assessment (EA) is to complete further research regarding primary issues that arose during the public comment period of the Phase 1 environmental assessment for the proposed easement acquisition and obstruction removal. The specific impact categories include: noise impacts, air quality impacts, visual impacts, and socio-economic (property value) impacts. In response to these comments, the Environmental Assessment Phase 2 will provide additional information with regard to these impact categories considered in relation to the proposed actions addressed in the Phase 1 environmental assessment.

The following are the work tasks that Stantec Consulting Services Inc. (hereinafter referred to as the Consultant) will perform for Dillant-Hopkins Airport (hereinafter referred to as the Owner) to prepare the Environmental Assessment Phase 2.

1.0 Study Design

1.1 SCOPING MEETING

Two (2) scoping meetings will be held at the Dillant-Hopkins Airport, with representatives of the Owner, New Hampshire Department of Transportation (NHDOT), and Consultant to discuss the scope of this project. The purpose of this meeting is to identify the scope of the project (hereinafter referred to as the Project), levels of effort by the Owner and the Consultant, anticipated project schedule, and necessary general coordination. The Consultant will prepare meeting minutes and distribute to all attendees.

1.2 PREPARE SCOPE OF WORK AND FEE PROPOSAL

The Consultant will prepare a draft scope of work, which will not include fees for review and comment by the Owner and NHDOT. The Consultant will review available noise and air quality monitoring instruments to be used by specialized subconsultants in order to determine the level of effort to be included in the scope of work. This effort will include preparing Request for Proposals for noise and air quality tasks to be completed by specialized subconsultants. The Consultant will incorporate all comments received into the final scope of work. A fee proposal will be prepared based on the final scope of work. The Consultant will prepare and submit a Project Contract to the Owner for review and signature that contains the final scope of work and approved project schedule and fee.

ENVIRONMENTAL ASSESSMENT – PHASE 2

Scope of Work

March 2015

1.3 PREPARE GRANT APPLICATION

The Consultant will prepare and submit to the Owner six copies of the grant application for federal and state assistance for this project. The Owner will review, sign, and distribute four copies of the application to the NHDOT for processing.

1.4 PREPARE GRANT REIMBURSEMENT REQUESTS

The Consultant will prepare the necessary grant reimbursement requests on behalf of the Owner for the Owner's signature and distribution to NHDOT. It is assumed that approximately four (4) grant reimbursement requests will need to be prepared.

2.0 Data Collection

2.1 NOISE

The purpose of the Integrated Noise Model (INM) is to evaluate aircraft noise impacts within the vicinity of the Dillant-Hopkins Airport. It was determined that an INM was required due to concerns expressed during Phase 1 of the EA public comment period regarding increased noise impacts to airport abutters resulting from tree removal. The updated INM will provide updated noise contours and will aid in developing potential mitigation. The Consultant's noise subconsultant will update the Airport's INM by completing the following tasks:

1. **Collect and Refine Noise Modeling Inputs.** Three sources will be used to produce the noise model for Keene including: publicly available data, data provided by Stantec, and data provided by airport staff. Additional data to be provided by the Consultant and airport staff include the airport layout plan, operations, fleet mix data, footprints and heights of on-airfield buildings, runway utilization rates, and characteristics of the existing forest and extent of potential tree clearing. An airfield layout diagram, flight plan data, and published procedures from the FAA will account for the publicly available data used for this INM. During the data-collection phase, the subconsultant will conduct a one-day visit to Keene for the purpose of examining the local environment, meeting with airport staff, and conducting on-site noise measurements (discussed below in Task 2.1.4). Once the appropriate data is collected, the subconsultant will develop an existing noise model and a forecasted noise model. The forecasted noise model will be based on projected operational data obtained from Airport Master Plan Updates and other sources. The noise model inputs will include airfield layout, aircraft fleet mix and operations, runway utilization rates, and generalized aircraft flight paths.

The subconsultant will prepare one memorandum that summarizes the draft noise modeling inputs for approval by the Consultant and Owner. A second memorandum will be prepared that contains a proposed noise modeling approach for the taxiway portion of the INM noise modeling and the subsequent analysis of the noise effects of tree removal. The second memorandum will be submitted to NHDOT for approval, which is required in any situation where the FAA has not

ENVIRONMENTAL ASSESSMENT – PHASE 2

Scope of Work

March 2015

designated an official noise model or methodology. Electronic files of the input data and corresponding case echo reports will be submitted to FAA and NHDOT.

2. **Produce an FAA-approved Integrated Noise Model (INM).** Based on the feedback from the Consultant and the Owner, the subconsultant will enter the refined data into the INM. The result will generate DNL noise contours, including 65-75 DNL contours at a minimum, as well as a detailed grid report for use in the analysis of the noise effects of the proposed tree removal. The grid analysis will allow for the separation of the ground-based portions of the local noise exposure from the portions which are due to airborne aircraft.
3. **Evaluate Potential Effects of Tree Removal.** Using the data from the previous task, the subconsultant will examine the potential noise effects of the proposed tree removal. The analysis will use the attenuation formula from the ISO-9613-2 international standard¹. The subconsultant will determine the portions of the sound path which pass through the tree removal area using GIS. Once completed, a spreadsheet will then apply the appropriate ISO-9613-2 attenuation to the ground-based noise sources from the INM noise results in order to estimate the potential changes in noise levels at up to five representative residences. These representative residences will be selected based on geographic location and level of impact. The potential change in noise levels will be compared to FAA criteria in FAA Order 1050.1E.
4. **On-Site Noise Measurements.** The subconsultant will collect noise measurements at the airport to determine noise reduction offered by the existing trees. Measurements will consist of projecting sound through the proposed obstruction removal area located north of Airport Road using a loudspeaker. Measurements of the sound will be collected at various distances within the wooded area. The measurements will be repeated at the same distances from the loudspeaker in appropriate location identified on the airport. Comparison of the overall noise levels and spectra within the woods and the additional location at the various distances will then be used to determine the average noise reduction, expressed in decibels per meter, provided by the trees. It is expected noise measurements will be collected in late winter/early spring in a “leaves off” condition during daytime hours.
5. **Document Analysis and Results.** The subconsultant will produce a technical report, documenting all data, analyses, and results including contour figures for the two INM noise modeling scenarios. A draft report will be provided in electronic format for review and comment by the Consultant and the Owner. The subconsultant will provide a final technical report which incorporates draft comments in electronic format and up to four (4) printed copies. A copy of the final technical report will also be included in the Environmental Assessment. A presentation by the subconsultant will summarize the methodology and results of this study as well as a professional opinion regarding the noise impact from removing proposed obstructions in the forest and neighborhood at a Public Informational Meeting in Keene.

¹ International Organization for Standardization, Acoustics – Attenuation of sound during propagation outdoors – Part 2: General Method of Calculation, International Standard ISO9613-2, Geneva, Switzerland (December 15, 1996).

ENVIRONMENTAL ASSESSMENT – PHASE 2

Scope of Work

March 2015

2.2 AIR QUALITY

Public comments received in Phase 1 of the EA expressed concern over potential impacts to air quality resulting from the removal of trees identified as obstructions to Runway 20 airspace. Comments generally refer to the ability of trees in question to filter particulates, carbon dioxide and to sequester carbon and concerns associated with increased air pollution from the airport resulting from the loss of trees. The Consultant will review available sources from studies recently completed for the City of Keene and will consult with regional and local agencies, including the Southwest Regional Planning Commission, the New Hampshire Department of Environmental Services, Keene State College, and Antioch University New England to review current air quality determinations and recent assessments conducted within the region. This information will be utilized by the Consultant to evaluate air quality impacts associated with aircraft operations conducted at the Dillant-Hopkins Airport within the general context of regional air quality. In order to properly assess impacts of aircraft to local air quality an emissions and dispersion modeling system (EDMS) analysis is required. The Consultant's air quality subconsultant will perform the EDMS analysis to quantify aircraft emissions. EDMS modeling will also include an evaluation of potential impacts to air quality from proposed obstruction removal construction activities. The Consultant will include the results of the EDMS modeling as well as all other findings to determine significance of the proposed project to local air quality in Phase 2 of the EA. The Consultant will coordinate with the air quality subconsultant and the Owner primarily via telephone and email as needed.

The Consultant also will research and present findings regarding opportunities for local air quality monitoring initiatives. One such opportunity includes establishing bee hives at strategic locations on and adjacent to airport property. Studies have shown that honey is reliable indicator of air quality and may be easily tested for the presence and concentration of local air pollutants. Bee keeping and honey sampling provides the community with a hands-on, long-term method of monitoring local air quality. This effort will be limited to online research and a written report of the findings. An in-lieu payment for additional work to be completed by the City of Keene may be eligible in the grant.

The subconsultant will complete a qualitative analysis of air quality effects of tree removal. Several sources will be considered during the process, including the EPA attainment designation of the area, emissions produced by the tree removal equipment, and a discussion of carbon and carbon dioxide capture and sequestration. The air quality and attainment designation will be placed into the context of the EPA's National Ambient Air Quality Standards as well as a general summary of the status of carbon sequestration. The qualitative analysis of tree clearing will be discussed in the context of emissions from aircraft at the airport.

The subconsultant will compute an inventory for each of the two noise modeling scenarios using the latest versions of the FAA's Emissions and Dispersion Modeling System (EDMS). **Completing an EDMS is not eligible for AIP funding.**

2.3 SOCIO-ECONOMIC IMPACTS (PROPERTY VALUE)

Comments provided during the public review period of Phase 1 of the EA expressed concern over decreased property values as a result of proposed obstruction removal for those properties abutting or adjacent to the area of trees proposed for removal. The Consultant's subconsultant (Capital Appraisal) will

ENVIRONMENTAL ASSESSMENT – PHASE 2

Scope of Work

March 2015

collect data from the New Hampshire Association of Realtors database based on parameters established by the Consultant. The Consultant will complete grant history research to determine other airports within New Hampshire where aviation easements have recently been acquired for obstruction removal. This information will be used by the Consultant to determine if there is a trend analysis available regarding the short- and long- term impacts to property values from obtaining aviation easements and removing obstructions. Adjustments will be made to the level of impact on property values based on fluctuations in the market.

The Consultant will provide Capital Associates with addresses of existing easements and adjacent properties that do not have an existing easement within the Runway 2 approach for their use in gathering sales data. The Consultant will review property value data provided by Capital Appraisal after the obstruction removal project in the Runway 2 approach in order to determine the level of impact the clearing had on the property values. Adjustments will be made to the level of impact on property values based on fluctuations in the market.

The Consultant will utilize Buzzell Associates to complete a review of the Runway 2 analysis and New Hampshire airports trend analysis prepared by the Consultant to ensure the independent nature of the data. Buzzell Associates will attend one meeting at the Dillant-Hopkins Airport to discuss the results of this analysis.

Results of the property value data collection and analysis will be incorporated by the Consultant into the socio-economic impact section of the environmental assessment.

2.4 VISUAL IMPACTS

The Consultant will further assess the visual impacts in order to address comments from the Phase 1 Environmental Assessment. This effort is needed in order to address public comments expressed during Phase 1 of the Environmental Assessment regarding visual impacts to the adjacent neighborhood after obstructions are removed.

The Consultant will contract with a Visualization/3D Graphics subconsultant, RDV Systems, Inc., for the purposes of developing an interactive visualization model of the Runway 20 approach, including the adjacent neighborhood, proposed runway end identifier lights (REILs), and rotating beacon. The Consultant will provide RDV Systems, Inc., with the most recent ortho-rectified photo, topographic survey data, and location and heights of the obstructing trees.

The interactive visualization model will include aerial photography overlaid onto terrain surface models, generic-looking residential structures in the adjacent neighborhood, proposed REILs, rotating beacon, and simulation of trees based on existing tree survey information, approximation of trees and foliage outside of the study area based on visualization inspection of aerial photography and Google Earth, and simulation of a representative aircraft landing on Runway 20. The model will include up to three tree removal methods/phases to be developed with input from the Owner to illustrate potential impacts to the neighborhood.

ENVIRONMENTAL ASSESSMENT – PHASE 2

Scope of Work

March 2015

The visualization model of existing conditions will include display control buttons to turn model layers on and off to enable easy viewing of existing conditions, proposed final conditions, and phases of obstruction removal. A license for the Owner to utilize the RDV Site Navigator application to be used to view and navigate the visualization model is included in this task.

The visualization modeling of the easement acquisition and obstruction removal will include simulation of obstruction surfaces, delineation of easement acquisitions, and up to three tree removal phases or methods.

In addition, a three month subscription to RDV's 123BIM.com web collaboration service to enable web-based viewing access also is included. This collaboration service is limited to 5 GB of data storage, up to five project members, accessing sharing to the model with up to ten people, and ability for project members to host shared interactive sessions up to five people per session. This service may be extended for a fee of \$150.00 per month. An extension of this service is not included in this scope of work. RDV Systems, Inc., will provide two hours of training on the use of Site Navigator and 123BIM.com via web meeting or in conjunction with one of the on-site meetings.

RDV Systems, Inc. will attend up to two meetings at the airport to review the 3D model with the Owner.

3.0 Environmental Assessment Report

3.1 REPORT PREPARATION

The Consultant will compile the data collected and prepare a report of the findings to the Owner and NHDOT for review and comment. The Consultant will revise the report based on comments received and finalize the report to be appended into the Phase 1 environmental assessment. The Consultant will add references as applicable to the impact categories where additional information has been incorporated, including: purpose and need, project description, noise impacts, air quality impacts, socio-economic impacts, and visual impacts.

4.0 Meetings

4.1 PUBLIC MEETINGS

This task will include the Consultant attending up to four public meetings that will be facilitated by the Owner. The Consultant will prepare presentation materials for use in discussing the Phase 2 environmental assessment for all meetings. In addition, the Consultant's noise, air quality, visualization, and appraisal subconsultants will each attend one public meeting.



Stantec Consulting Services Inc.
482 Payne Road Scarborough Court
Tel: (207) 883-3355
www.stantec.com

Fee Schedule for Consulting Services

Dillant-Hopkins Airport
Keene, New Hampshire
Environmental Assessment - Phase 2
NH SBG Project No. 08-13-2015

Article A: AIP ELIGIBLE	\$105,578
Article B: AIP INELIGIBLE	\$6,090

Total Consulting Services Fee: \$111,668



Article A: AIP ELIGIBLE

TASK	DISCIPLINE	Project Manager	Senior Environmental Analyst	Senior Aviation Planner	Senior Civil Engineer	CADD / Computer Technician	Administrative
1.0 Study Design							
1.1	Scoping Meeting	18	20				
1.2	Prepare Scope of Work and Fee Proposal	20	24	2			
1.3	Prepare Grant Application	8	2		1		2
1.4	Prepare Grant Reimbursement Requests	6					2
2.0 Data Collection							
2.1	Noise	2	6				
2.2	Air Quality	2	6				
2.3	Socio-economic Impacts (Property Value)	2	2	24			4
2.4	Visual Impacts	2					
3.0 Environmental Assessment Report							
3.1	Report Preparation	4	40	6	2	4	8
4.0 Meetings							
4.1	Public Meetings	32	32				
TOTAL HOURS		96	132	30	4	5	16
Hourly Rate		\$43.00	\$43.00	\$43.00	\$52.00	\$35.00	\$24.00
Direct Labor Cost		\$4,128.00	\$5,676.00	\$1,290.00	\$208.00	\$175.00	\$384.00

Article A: Expense Worksheet

Task 1.1	Trips	Miles	\$ per mile	Total
	2	310	\$0.58	\$356.50
	Days	People	Meals	
	2	4	\$34.50	\$276.00

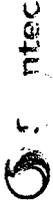
Task 4.1	Trips	Miles	\$ per mile	Total
	4	310	\$0.58	\$713.00
	Days	People	Meals	
	4	2	\$34.50	\$276.00

Expense Summary:	TOTAL EXPENSES	\$1,621.50
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Outside Services:	
Task 2.1: HMMH	\$48,104.00
Task 2.3: Capital Appraisal	\$5,000.00
Task 2.3: Buzzell Associates	\$2,400.00
Task 2.4: RDV	\$11,197.00
TOTAL OUTSIDE SERVICES	\$66,701.00

Labor Summary	
TOTAL DIRECT LABOR COST	\$11,861.00
OVERHEAD @ 173.13%	\$20,534.95
FIXED FEE @ 15%	\$4,859.39
TOTAL LABOR COST	\$37,255.34

USE:	\$105,478
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Article B: AIP INELIGIBLE

TASK	DISCIPLINE	Project Manager	Senior Environmental Analyst	Senior Aviation Planner	Senior Civil Engineer	GADD / Computer Technician	Administrative
2.0	Data Collection						
2.2	Air Quality		6				
TOTAL HOURS		0	6	0	0	0	0
Hourly Rate		\$43.00	\$43.00	\$43.00	\$52.00	\$35.00	\$24.00
Direct Labor Cost		\$0.00	\$258.00	\$0.00	\$0.00	\$0.00	\$0.00

Article B: Expense Worksheet

Outside Services:	
Task 2.2: HMMH	\$5,280.00
TOTAL OUTSIDE SERVICES	\$5,280.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$258.00
OVERHEAD @ 173.13%	\$446.68
FIXED FEE @ 15%	\$105.70
TOTAL LABOR COST	\$810.38

Expense Summary:	
TOTAL EXPENSES	\$0.00

USE:	\$6,090
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Airport:	Dillant-Hopkins Airport	
Location:	Keene, New Hampshire	
Project Name:	Environmental Assessment - Phase 2	
Grant No.:	NH SBG Project No. 08-13-2015	
Project No.:	195210783	
OVERHEAD @ 173.13%	1.7313	
FIXED FEE @ 15%	0.15	
Roundtrip Miles	310	
Per Diem Lodging	\$	83.00
Per Diem Meals	\$	34.50
Mileage Rate	\$	0.575

Category	Salary (Hourly)
Administrative	\$24.00
Airport Planner	\$32.00
CADD / Computer Technician	\$35.00
Civil Engineer	\$38.00
Electrical Engineer	\$39.00
Engineering Technician	\$28.00
GIS Specialist	\$38.00
Project Manager	\$43.00
Senior Associate / Associate	\$60.00
Senior Aviation Planner	\$43.00
Senior Civil Engineer	\$52.00
Senior Electrical Engineer	\$60.00
Senior Engineering Technician	\$30.00
Senior Environmental Analyst	\$43.00
Senior Environmental Scientist	\$53.00
Senior GIS Specialist	\$43.00
Senior Principal	\$73.00
Senior Project Manager	\$57.00
Staff Environmental Analyst	\$25.00
Surveyor	\$43.00

April 2015

NOTICE TO AIRPORT USERS

**THE CITY OF KEENE HAS APPLIED FOR A GRANT FROM THE
FEDERAL AVIATION ADMINISTRATION (FAA) TO
FUND A PROJECT AT THE DILLANT-HOPKINS AIRPORT**

**THIS PROJECT IS CONSIDERED IMPORTANT FOR IMPROVED
SAFETY AND ENHANCED SERVICEABILITY AT THE AIRPORT**

The Project Under Consideration is:

Environmental Assessment – Phase 2

SBG Project Number: SBG-08-13-2015



Questions or Concerns Should be Addressed To:

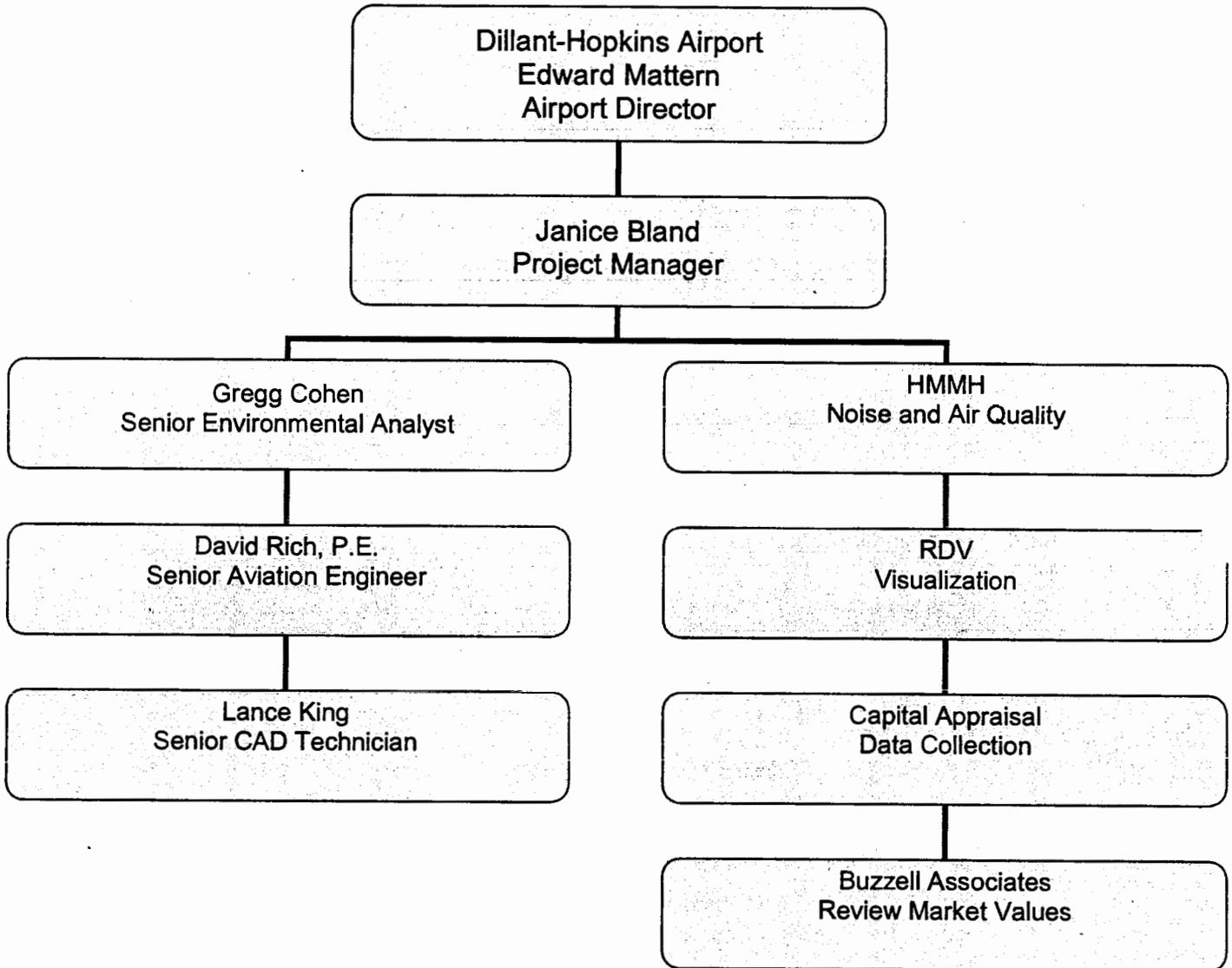
**Edward J. Mattern
Dillant-Hopkins Airport
80 Airport Road
Keene, NH 03430
Telephone: (603)-357-9835**



FIGURE 1

Dillant-Hopkins Airport
Environmental Assessment – Phase 2
SBG-08-13-2015

Project Organization Chart



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Keene

Airport: Dillant-Hopkins Airport

Project Number: SBG-08-13-2015

Description of Work: Environmental Assessment Phase II

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
 Yes No N/A

2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
 Yes No N/A

3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
 Yes No N/A

4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
 Yes No N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
 Yes No N/A

6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
 Yes No N/A

7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.
 Yes No N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.
 Yes No N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.
 Yes No N/A

Additional documentation for any above item marked "no":

<p>Sponsor's Certification</p> <p>I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p> <p>Executed on this <u>21ST</u> day of <u>APRIL</u>, <u>2005</u>.</p> <p>Name of Sponsor: City of Keene</p> <p>Name of Sponsor's Designated Official Representative: Edward J. Mattern</p> <p>Title of Sponsor's Designated Official Representative: Airport Director</p> <p>Signature of Sponsor's Designated Official Representative: <u></u></p>
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Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Keene
Airport: Dillant-Hopkins Airport
Project Number: SBG-08-13-2015
Description of Work: Environmental Assessment Phase II

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 21ST day of APRIL, 2015.

Name of Sponsor: City of Keene

Name of Sponsor's Designated Official Representative: Edward J. Mattern

Title of Sponsor's Designated Official Representative: Airport Director

Signature of Sponsor's Designated Official Representative: 

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Keene
Airport: Dillant-Hopkins Airport
Project Number: SBG-08-13-2015
Description of Work: Environmental Assessment Phase II

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

Yes No N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:

- a. The dangers of drug abuse in the workplace
- b. The sponsor's policy of maintaining a drug-free workplace
- c. Any available drug counseling, rehabilitation, and employee assistance programs
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- a. Abide by the terms of the statement
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- Yes No N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
 - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- Yes No N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- Yes No N/A

Site(s) of performance of work:

Location 1

Name of Location: Dillant-Hopkins Airport

Address: 80 Airport Road, Keene, Cheshire County, NH 03430

Location 2 (if applicable)

Name of Location: Stantec Consulting Services Inc.

Address: 482 Payne Road, Scarborough, ME 04074

Location 3 (if applicable)

Name of Location: Harris Miller Miller & Hanson Inc.

Address: 77 South Bedford Street, Burlington, MA 01803

Location 4 (if applicable)

Name of Location: RDV Systems, Inc.

Address: 289 Currier Drive, Manchester, NH 03104

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

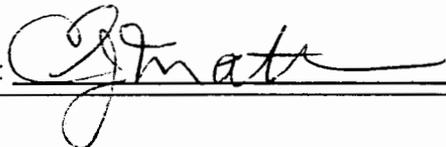
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 21ST day of APRIL, 2015.

Name of Sponsor: City of Keene

Name of Sponsor's Designated Official Representative: Edward J. Mattern

Title of Sponsor's Designated Official Representative: Airport Director

Signature of Sponsor's Designated Official Representative: 

Certification of Contracts, Grants, Loans, and Cooperative Agreements

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

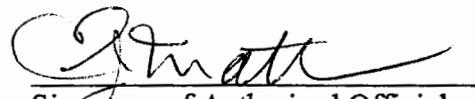
1. No federal appropriated funds have been paid or will be paid, by, or on behalf of, the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection 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 sub awards 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 representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 each such failure.

Date: April 17, 2015

City of Keene

Name of Airport Sponsor


Signature of Authorized Official

Edward J. Mattern

Title of Authorized Official

EXHIBIT 'A' PROPERTY MAP CERTIFICATION

I HEREBY CERTIFY THAT THE EXHIBIT 'A' PROPERTY MAP ATTACHED TO THE GRANT AGREEMENT FOR NEW HAMPSHIRE STATE BLOCK GRANT PROJECT NO. SBG-08-11-2013 REFLECTS THE CURRENT INFORMATION AS OF THIS DATE.

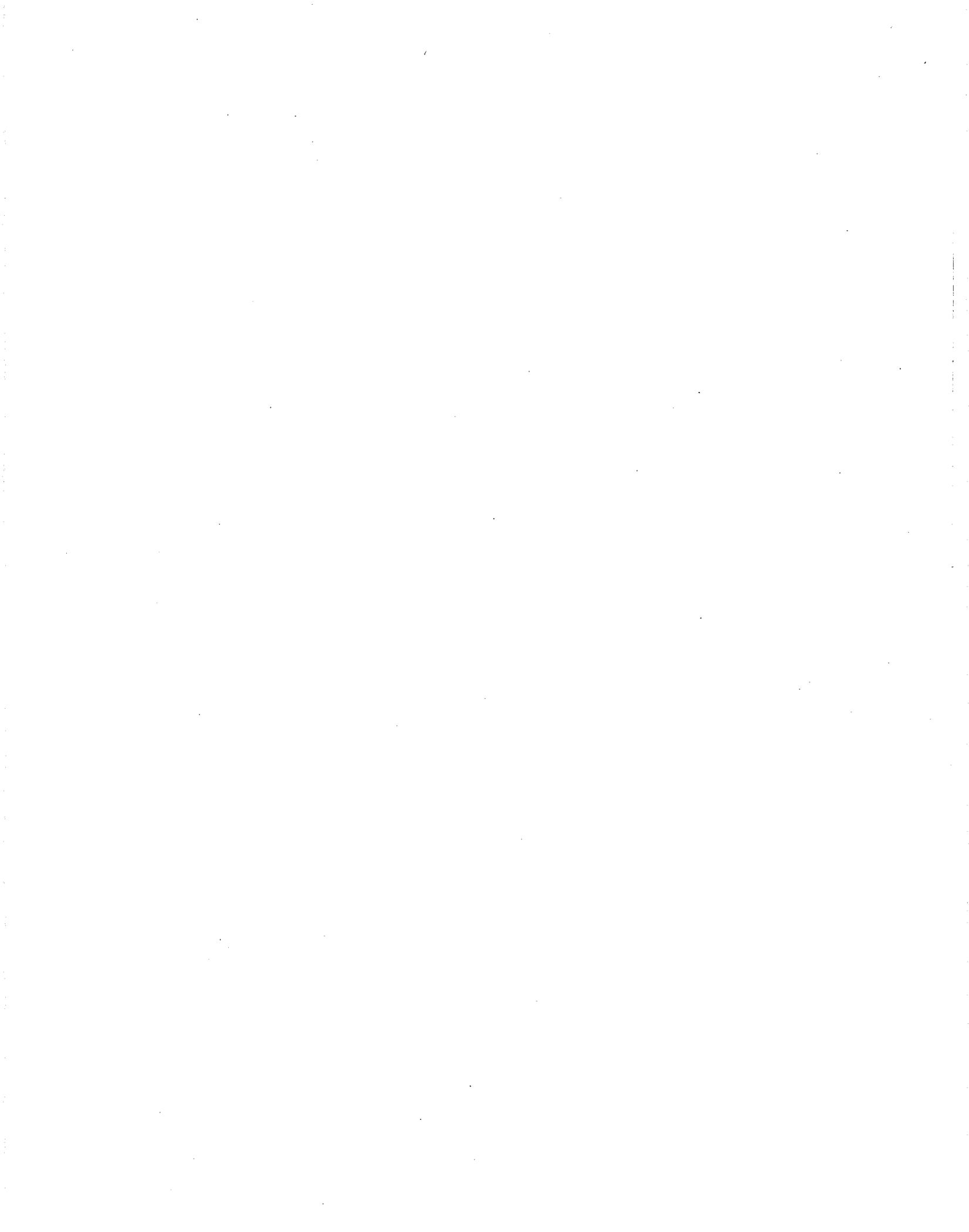
THE ABOVE MENTIONED EXHIBIT 'A' IS, THEREFORE, INCORPORATED INTO THIS PROJECT APPLICATION BY REFERENCE AND MADE A PART HEREOF.

DATE 4/21/15

City of Keene
NAME OF SPONSOR

BY 
Edward J. Mattern

TITLE: Airport Director





ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 2/11/2015 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated;
and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.