



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



23 Bond

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

August 13, 2014
Bureau of Aeronautics

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 Town of Plymouth, NH (Vendor Code 159942), for SBG-14-01-2014, to conduct an airport master plan and airport layout plan at the Plymouth Municipal Airport in Plymouth, NH. State and Federal participation in the amount of \$150,100.00 is effective upon Governor and Council approval through September 30, 2018. 94.74% Federal Funds, 5.26% General Funds.

Funding is available as follows:

FY 2015

04-96-96-960030-7976

FAA Projects

034-500152 Design/Planning

\$150,100.00

EXPLANATION

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

FAA Grant Number
3-33-SBGP-20-2014

FAA Grant Amount
\$ 3,122,029.00

A total of \$142,200.00 (or 90% of the project cost) is proposed from the grant listed above for this airport planning project (SBG-14-01-2014 copy attached), to conduct an airport master plan and airport layout plan at the Plymouth Municipal Airport in Plymouth, NH.

The town has never conducted an Airport Master Plan (AMP) previously. The AMP will document the existing airport facilities, aviation activity forecasts, aviation facility requirements, and develop alternatives for future airport improvements. In addition, an implementation schedule will be prepared that includes cost estimates and environmental impacts for the recommended airport improvements. The AMP will serve as the basis for the town to evaluate the possibility of requesting inclusion into FAA's National Plan of Integrated Airports System (NPIAS) in the future.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the Town of Plymouth in accordance with RSA 422:15. The Town of Plymouth will participate in the amount of \$7,900.00 (5% of this project). State participation in the amount of \$7,900.00 (5% of this project) is also requested. The total cost of the airport planning project is \$158,000.00.

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, 2013 195:1 XVI-A1 Capital Budget.

Sincerely,

A handwritten signature in black ink, appearing to read "C.D. Clement Sr.", written in a cursive style.

Christopher D. Clement Sr.  
Commissioner

Attachment  
CDC/tlsl



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AVIATION BLOCK GRANT PROGRAM  
GRANT AGREEMENT  
PART I – OFFER**

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Date of Offer	<u>JUN 30 2014</u>
Block Grant Number	<u>N/A</u>
AIP Grant Number	<u>3-33-SBGP-020-2014</u>
DUNS Number	<u>80-859-1697</u>

**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, 2014, 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 of New Hampshire 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;

**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 \$3,122,029. Of this amount a minimum of \$3,122,029 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 complete the project 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 6, 2014**, 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 however 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 provisions contract provisions.
10. **Nonprimary Entitlement Funds.**  
\$2,350,000 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:

- BML, Berlin Regional, Berlin, NH, NP2014, \$150,000
- CNH, Claremont Municipal, Claremont, NH, NP2014, \$150,000
- CON, Concord Municipal, Concord, NH, NP2014, \$150,000
- 5B9, Dean Memorial, Haverhill, NH, NP2014, \$150,000
- EEN, Dillant-Hopkins, Keene, NH, NP2014, \$150,000
- LCI, Laconia Municipal, Laconia, NH, NP2014, \$150,000
- ASH, Boire Field, Nashua, NH, NP2014, \$150,000
- PSM, Portsmouth International at Pease, Portsmouth, NH, NP2014, \$1,000,000
- DAW, Skyhaven, Rochester, NH, NP2014, \$150,000
- HIE, Mount Washington Regional, Whitefield, NH, NP2014, \$150,000

Specific project funding breakdown is listed in the State’s application (“Table 2 Revised – Project Funding Breakdown”).

**11. State Apportionment Funds.**

\$772,029 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.

**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, including 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 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.

**12. 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 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 when driving in all subgrants, contracts and subcontracts.
13. **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".
14. **Suspension or Debarment.** The State must inform the FAA when the State suspends or debars a contractor, person, or entity.
15. **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 or the subgrant recipient (subrecipient) of these Block Grant funds is exempted from this requirement under 2 CFR 25.110, the State or subrecipient must maintain the currency of its information in the SAM until the State or subrecipient submits the final financial report required under this grant, subgrant, or receives the final payment, whichever is later. This requires that the State or subrecipient 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.
16. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
17. **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.fsr.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:

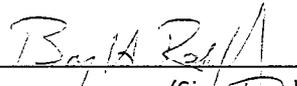
1. Subgrants, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

20. **Exhibit A Incorporated by Reference.** The State has provided a list dated April 30, 2014 of all Exhibit "A" Property Maps for airports participating in the State Block Grant Program and is incorporated herein by reference.

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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, New England Region

(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.<sup>1</sup>

Executed this 2nd day of July, 2014.

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

By: Patrice C. Herlihy  
(Typed Name of State's Designated Official Representative)

Title: DIRECTOR OF AERONAUTICS, RAIL AND TRANSIT  
(Typed Title of State's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Robert V. Boudreau, acting as Attorney for the State do hereby certify:  
(Typed Name of State's Attorney)

That in my opinion the Sponsor 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 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 11:30 a.m. this 11th day of July, 2014.

By [Signature]  
(Signature of State's Attorney)

<sup>1</sup>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**

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Date of Offer	July 31, 2014
Airport/Planning Area	Plymouth Municipal Airport
AIP Grant Number	SBG-14-01-2014
DUNS Number	073975641

**TO:** Town of Plymouth, 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 30, 2014, for a grant of Federal and State funds for a project at or associated with the Plymouth Municipal 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 Plymouth Municipal Airport (herein called the "Project") consisting of the following:

Conduct Airport Master Plan and Airport Layout Plan

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 \$150,100.00.  
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:
  - \$150,100.00 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 September 1, 2014, 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 eInvoicing 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 Included with Grant Application.** The Exhibit “A” will be created as part of this project and will be made part of this grant prior to completion of the project.
- 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.

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:

8/27/14

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.<sup>1</sup>

Executed this 5 day of August, 2014.

Town of Plymouth  
(Name of Sponsor)

Paul H. Freitas  
(Signature of Sponsor's Designated Official Representative)

By: Paul H. Freitas  
(Typed Name of Sponsor's Designated Official Representative)

Title: Town Clerk  
(Title of Sponsor)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, 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 \_\_\_\_\_. 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 \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

By \_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>1</sup> 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.

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.<sup>1</sup>

Executed this 5 day of August, 2014.

Town of Plymouth  
(Name of Sponsor)

Paul H. Freitas  
(Signature of Sponsor's Designated Official Representative)

By: Paul H. Freitas  
(Typed Name of Sponsor's Designated Official Representative)

Title: Town Admin  
(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Douglas Mansfield, 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 New Hampshire. 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 Exeter, NH this 6<sup>th</sup> day of August, 2014.

By Douglas Mansfield  
(Signature of Sponsor's Attorney)  
Douglas Mansfield, Esq.  
Dorchester, Tucker & Ciandella, PLLC

<sup>1</sup> 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, Michael Conklin, do hereby certify that I am a Member of the Board of Selectmen of the Town of Plymouth, a municipality in the state of New Hampshire, county of Grafton, in the United States of America. I further certify that Paul H. Freitas is the Town Administrator of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the municipality contracts with the State of New Hampshire. This authorization was given during an official meeting of the Board of Selectmen of the Town of Plymouth on March 24, 2014. I further certify that such authority has not been repealed, rescinded or amended.

WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the Town of Plymouth on this 5th day of August, 2014.

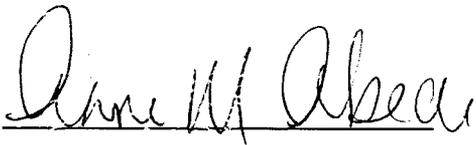


Michael Conklin

Plymouth Board of Selectmen

**NOTARY STATEMENT**

As Notary Public, registered in the state of New Hampshire, county of Grafton, upon this date August 5, 2014, appeared before me, Anne M. Abear, the above signed officer personally appeared, Michael Conklin who acknowledged himself to be a member of the Board of Selectmen of the Town of Plymouth, New Hampshire, and that being authorized do so, he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the Town of Plymouth, New Hampshire. In witness whereof, I hereunto set my hand and official seal.



Anne M. Abear, Notary

Commission Expiration: 9/28/2016

## **EXHIBIT C**

### **SPECIAL PROVISIONS**

The State of New Hampshire, Department of Transportation has accepted the General Liability insurance of \$1,000,000 per occurrence, \$1,000,000 General Aggregate for Town of Plymouth, New Hampshire, in fulfillment of the requirements of Condition #25 General Liability Insurance of the Grant Agreement # SBG 14-01-2014.



### Certificate of Insurance

Date Certificate Issued: 08/08/2014 Effective: 08/07/2014

This is to certify to: State of New Hampshire  
Department of Transportation  
7 Hazen Drive  
P.O. Box 483  
Concord, NH 03302-0483

That the following policies have been issued to: Town of Plymouth  
6 Post Office Square  
Plymouth, NH 03264

POLICY TYPE Airport Owners and Operators General Liability Policy

POLICY NUMBER: PR 002209 12

POLICY PERIOD: From: 01/16/2014 To: 01/16/2015

SUM INSURED:	Products – Completed Operations Aggregate Limit	\$ not covered
	Personal Injury and Advertising Injury Aggregate Limit	\$ 1,000,000.
	Malpractice Aggregate Limit	\$ 1,000,000.
	Each Occurrence Limit	\$ 1,000,000.
	Fire Damage Limit Any One Fire	\$ 50,000.
	Medical Expense Limit Any One Person	\$ 1,000.
	Medical Expense Limit Any One Occurrence	\$ 5,000.
	Hangarkeepers Limit Any One Aircraft	\$ not covered
	Hangarkeepers Limit Any One Occurrence	\$ not covered

LOCATION(S): Plymouth Municipal Airport  
Plymouth, NH

ADDITIONAL INSURED(S): The above certificate holder is included as an Additional Insured as respects the Airport Operations of the Named Insured

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverage(s) afforded by the policy(ies) described above. The Aviation Managers have made provisions 10 day notice in the event of cancellation of the above policy(ies) but, except as otherwise stated in this certificate, the Aviation Managers assume no legal responsibility for any failure to do so.

Phoenix Aviation Representative:

Agency Name: Falcon Insurance Agency, Inc.  
Agency Phone: 830-257-1000

15660 North Dallas Parkway, Suite 400, Dallas, TX 75248  
Telephone: (972) 991-7223

OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

SCHEDULE

Name of Person or Organization:

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

WHO IS AN INSURED (Section III) is amended to include the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your "airport operations".

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective AUGUST 07, 2014 to be attached to and hereby made a part of Policy No. PR 00220912 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: TOWN OF PLYMOUTH  
6 POST OFFICE SQUARE  
PLYMOUTH NH 03264

ate of issue 08-07-2014



# CERTIFICATE OF LIABILITY INSURANCE<sup>REVISED</sup>

DATE (MM/DD/YYYY)  
08/13/2014

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 BELOW. 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).

PRODUCER  <b>AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2</b>	CONTACT NAME <b>ANDREA OTTO</b>	
	PHONE (A/C, No, Ext): 1-952-807-0679      FAX (A/C, No): 1-312-381-6608 E-MAIL ADDRESS: ANDREA.OTTO@AON.COM	
INSURED  <b>STANTEC CONSULTING SERVICES INC. 482 PAYNE ROAD SCARBOROUGH, ME 04074</b>	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: 811      REVISION NUMBER: 1

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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY <input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X		GLO5415704  XCU COVER INCLUDED	05/01/14	05/01/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			90-17043-03	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/14	05/01/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	90-17043-01	11/01/13	11/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER 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 # 195210752. RE: PREPARE AIRPORT MASTER PLAN/ALP. NEW HAMPSHIRE DOT IS INCLUDED AS AN ADDITIONAL INSURED BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSUREDS.

## CERTIFICATE HOLDER

TOWN OF PLYMOUTH, NH  
ATTN: ANNE ABEAR, FINANCE DIRECTOR  
6 POST OFFICE SQUARE  
PLYMOUTH, NH 03264

## CANCELLATION

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  
*Andrea R. Otto*

**Application for Federal Assistance SF-424**

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

**RECEIVED**

<b>* 3. Date Received:</b> MAY - 1 2014	<b>4. Application Identifier:</b> 11-4318-501-01
---	---

<b>5a. Federal Entity Identifier:</b> NH AERONAUTICS	<b>* 5b. Federal Award Identifier:</b> SBG 14-01-2014
---	--

**State Use Only:**

<b>6. Date Received by State:</b>	<b>7. State Application Identifier:</b>
-----------------------------------	---

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:** Town of Plymouth

<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 02-6000710	<b>*c. Organizational DUNS:</b> 073975641
--	--

**d. Address:**

**\* Street1:** 6 Post Office Square  
**Street 2:**  
**\* City:** Plymouth  
**County:** Grafton  
**\* State:** New Hampshire  
**Province:**  
**Country:** USA **\*Zip/ Postal Code:** 03264

**e. Organizational Unit:**

<b>Department Name:</b>	<b>Division Name:</b>
-------------------------	-----------------------

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

**Prefix:** Mr. **First Name:** Colin  
**Middle Name:**  
**\* Last Name:** Mclver  
**Suffix:**

**Title:** Airport Manager

**Organizational Affiliation:**

**\* Telephone Number:** (603) 536-1731 **Fax Number:**

**\* Email:** colinmclver@yahoo.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.):

Town of Plymouth, Grafton County, New Hampshire

\* 15. Descriptive Title of Applicant's Project:

Prepare airport master plan and airport layout plan.

**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: 07/01/2014

\*b. End Date: 06/30/2015

**18. Estimated Funding (\$):**

*a. Federal	_____	142,200.00	✓
*b. Applicant	_____	7,900.00	✓
*c. State	_____	7,900.00	✓
*d. Local	_____		
*e. Other	_____		
*f. Program Income	_____		
*g. TOTAL	_____	158,000.00	✓

**\*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: Paul

Middle Name:

\*Last Name: Freitas

Suffix:

\*Title: Town Administrator

\*Telephone Number: (603) 536-1731

Fax Number:

\* Email: townadmin@plymouth-nh.org

\*Signature of Authorized Representative:



\*Date Signed: 04/30/2014

4/30/14

**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.

**PART II  
PROJECT APPROVAL INFORMATION**

Item 1.  
Does this assistance request require State, local, regional, or other priority rating?  
 Yes  No

Name of Governing Body:  
Priority:

Item 2.  
Does this assistance request require State, or local advisory, educational or health clearances?  
 Yes  No

Name of Agency or Board:  
(Attach Documentation)

Item 3.  
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?  
 Yes  No

(Attach Comments)

Item 4.  
Does this assistance request require State, local, regional or other planning approval?  
 Yes  No

Name of Approving Agency:  
Date: / /

Item 5.  
Is the proposed project covered by an approved comprehensive plan?  
 Yes  No

Check one: State   
Local   
Regional   
Location of Plan:

Item 6.  
Will the assistance requested serve a Federal installation?  
 Yes  No

Name of Federal Installation:  
Federal Population benefiting from Project:

Item 7.  
Will the assistance requested be on Federal land or installation?  
 Yes  No

Name of Federal Installation:  
Location of Federal Land:  
Percent of Project:

Item 8.  
Will the assistance requested have an impact or effect on the environment?  
 Yes  No

See instruction for additional information to be provided

Item 9.  
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?  
 Yes  No

Number of:  
Individuals. \_\_\_\_\_  
Families. \_\_\_\_\_  
Businesses. \_\_\_\_\_  
Farms. \_\_\_\_\_

Item 10.  
Is there other related Federal assistance on this project previous, pending, or anticipated?  
 Yes  No

See instructions for additional information to be provided.

**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		\$	\$	\$ 142,200	\$ 15,800	\$ 158,000
2.						
3.						
4.						
5. TOTALS		\$	\$	\$ 142,200	\$ 15,800	\$ 158,000

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	150,176				150,176
g. Construction					
h. Other	7,824				7,824
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$ 158,000	\$	\$	\$	\$ 158,000
l. Program Income	\$	\$	\$	\$	\$

**SECTION C - NON-FEDERAL RESOURCES**

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. Master Plan Update	\$ 7,900	\$ 7,900	\$	\$ 15,800
9.				
10.				
11.				
12. TOTALS	\$ 7,900	\$ 7,900	\$	\$ 15,800

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1 <sup>st</sup> Year	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4th Quarter
13. Federal	\$ 142,200	\$	\$	\$	\$
14. Non-Federal	15,800				
15. TOTAL	\$ 158,000	\$	\$	\$	\$

**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.	\$	\$	\$	\$
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 instruction)

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT : Airport Master Plan and Airport Layout Plan Updates**

**AIRPORT : Plymouth Municipal Airport**

**1. Objective:**

Prepare an Airport Master Plan and all its associated documents with a focus on whether or not the Airport will request to join the National Plan of Integrated Airport Systems (NPIAS) or remain independent.

**2. Benefits Anticipated:**

Guide the evolution of the Airport in a strategic manner regarding operational and infrastructure issues. Key components include paving the runway, expanding aircraft parking infrastructure, and reservation of adjacent land for future Airport growth.

**3. Approach :** *(See approved Scope of Work in Final Application)*

Approved scope of work attached.

**4. Geographic Location:**

Plymouth, New Hampshire

**5. If Applicable, Provide Additional Information:**

1. This project is "categorically excluded" in accordance with FAA Order 5005.4; and
2. A two percent (2%) DBE accomplishment will be realized.

**6. Sponsor's Representative:** *(include address & telephone number)*





**APPLICATION FOR FEDERAL ASSISTANCE  
PLYMOUTH MUNICIPAL AIRPORT  
PLYMOUTH, NEW HAMPSHIRE  
AIRPORT MASTER PLAN UPDATE**

PART IV - PROGRAM NARRATIVE

April 2014

PROJECT OBJECTIVES

It is the objective of the airport sponsor to develop an airport master plan, airport layout plan, and property map for the Plymouth Municipal Airport which provides realistic and achievable goals for the airport sponsor to implement as aviation demand levels are realized.

Several key issues will be explored under this proposed project including:

- ◆ Examine the possibility of becoming part of NPIAS
- ◆ Evaluate the need for a paved runway
- ◆ Delineate wetlands in and around the Airport

PROJECT BENEFITS

The benefits of the proposed Airport Master Plan project include the ability to coordinate the airport improvement projects with the overall scheme of development for the community. Proposed improvement projects will be tied to levels of aviation demand for those projects necessary due to safety or existing capacity deficiencies. The town of Plymouth and surrounding communities will benefit from the proposed Airport Master Plan Update in that they will be able to track aviation demand levels while comparing them to the projected trigger levels for improvements. This will assist the airport in determining money needed for their airport development budget.

PROJECT APPROACH

The approach to this Airport Master Plan is one of continued public involvement. The proposed project will coordinate on a regular basis with the public through a planning committee. This committee will include a variety of members of the local community, businesspeople, aviation users, and members of the local government. This committee will meet at project milestones to review and comment on the data collected, evaluated, and subsequent airport improvement recommendations. In addition, one public information meeting will be held near the close of the project. The proposed project will evaluate the need for future improvements to Plymouth Municipal Airport. The federal and state forecasts, as well as historic activity, will be used to identify triggers for future airport improvements. Alternate development scenarios will be prepared and evaluated to meet the anticipated aviation demand levels. A preferred conceptual alternative will be recommended to the planning committee and airport sponsor that will be used to determine environmental impacts and construction cost estimates. After selection of the preferred conceptual alternative, the airport layout plan set will be prepared.

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:

Contractual	\$150,176.00
Other (Admin. Costs)	<u>\$7,824.00</u>
<b>Total</b>	<b>\$158,000.00</b>

### PROJECT SCHEDULE

The following is the anticipated project schedule.

Study Design	April 2014
Grant Offer Received	June 2014
Data Collection	June 2014
Forecasts	August 2014
Facility Requirements	October 2014
Development Alternatives	November 2014
Plan Development	November 2014
Implementation Schedule	January 2015
Final Report	March 2015

### ENVIRONMENTAL ISSUES

The proposed project's work tasks will follow the guidance put forth in FAA Order 5050.4B, *Airport Environmental Handbook*, for identifying potential significant environmental impacts caused by the preferred conceptual alternative. As outlined in FAA Order 1050.1E, paragraph 307o, this project is categorically excluded. Furthermore, this project includes no extraordinary circumstances as noted in paragraph 304 of FAA Order 1050.1E.

### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

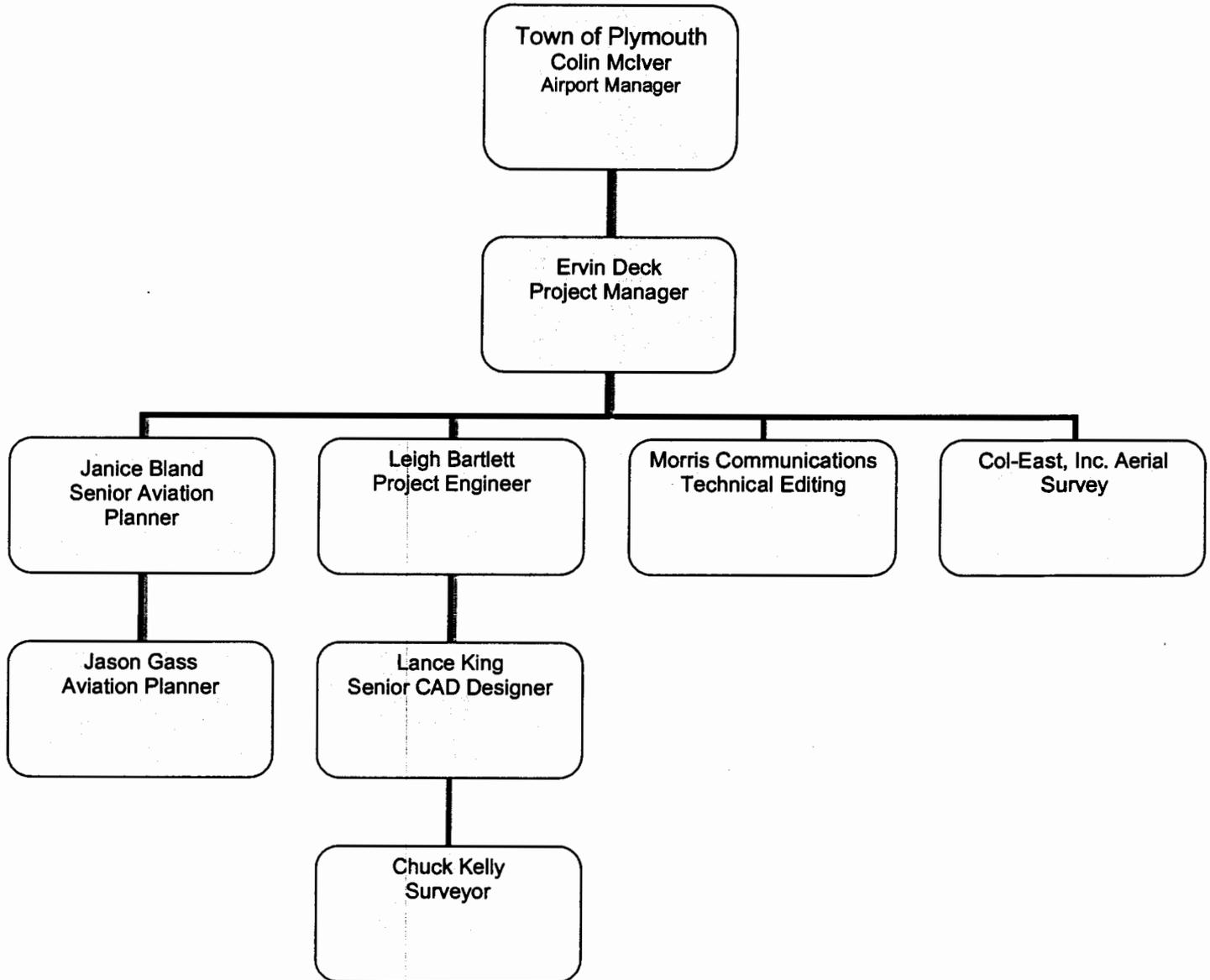
As this project does not exceed the \$250,000 federal dollar threshold identified in 49 CFR Part 26, a DBE program will not be prepared as part of this project.

### 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.

Plymouth Municipal Airport  
Airport Layout Plan Update  
SBG 14-01-2014

Project Organization Chart



**U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
 SELECTION OF CONSULTANTS**

Town of Plymouth, NH

*(Sponsor)*

Plymouth Municipal Airport

*(Airport)*

SBG 14-01-2014

*(Project Number)*

Airport Master Plan Update

*(Work Description)*

Title 49, United States Code, section 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 standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

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

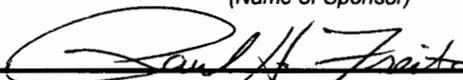
	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

Town of Plymouth, NH

*(Name of Sponsor)*

  
*(Signature of Sponsor's Designated Official Representative)*

Paul Freitas

*(Typed Name of Sponsor's Designated Official Representative)*

Town Administrator

*(Typed Title of Sponsor's Designated Official Representative)*

April 29, 2014

*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
DRUG-FREE WORKPLACE**

Town of Plymouth  
*(Sponsor)*

Plymouth Municipal Airport  
*(Airport)*

SBG 14-01-2014  
*(Project Number)*

*Description of Work:*  
Airport master plan and airport layout plan update.

Title 49, United States Code, section 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 Title 49, Code of Federal Regulations, Part 29. 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.

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

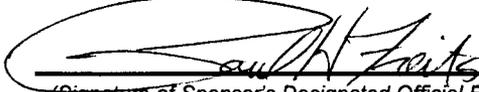
	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (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;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Abide by the terms of the statement; and			

- |   | Yes                                 | No                       | N/A                      |
|---|-------------------------------------|--------------------------|--------------------------|
| 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.  |                                     |                          |                          |
| 5. The FAA will be notified in writing within ten 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. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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; or  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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.  |                                     |                          |                          |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Town of Plymouth, NH

*(Name of Sponsor)*



*(Signature of Sponsor's Designated Official Representative)*

Paul Freitas

*(Typed Name of Sponsor's Designated Official Representative)*

Town Administrator

*(Typed Title of Sponsor's Designated Official Representative)*

4/30/2014

*(Date)*

Plymouth Municipal Airport  
Plymouth, New Hampshire  
Airport Improvement Program  
Sponsor Certification

**Drug-Free Workplace**

SBG 14-01-2014 *Airport Master Plan and Airport Layout Plan Update*

Sites for Performance of Work

Stantec  
482 Payne Road #1  
Scarborough, Maine 04074  
Cumberland County

Town of Plymouth  
6 Post Office Square  
Plymouth, New Hampshire 03264  
Grafton County

Plymouth Municipal Airport  
111 Quincy Road  
Plymouth, New Hampshire 03264  
Grafton County

**CERTIFICATION FOR  
CONTRACT, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance 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.

Town of Plymouth, NH

*(Name of Sponsor)*



*(Signature of Sponsor's Designated Official Representative)*

Paul Freitas

*(Typed Name of Sponsor's Designated Official Representative)*

Town Administrator

*(Typed Title of Sponsor's Designated Official Representative)*

4/29/2014

*(Date)*





## **ASSURANCES**

### **Airport Sponsors**

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#### **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

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.<sup>2</sup>
- 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**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- 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 Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- 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].<sup>4, 5, 6</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- 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.<sup>1 2</sup>
- 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.<sup>1</sup>
- 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**

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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.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 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.
- <sup>4</sup> 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.

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

<sup>6</sup> 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 3/20/2014 (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.

## STANDARD DOT TITLE VI ASSURANCES

The Town of Plymouth, NH (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor 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:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

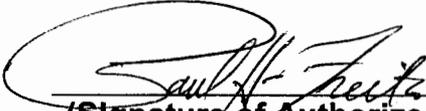
**STANDARD DOT TITLE VI ASSURANCES (Continued)**

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** 04/29/2014

**Town of Plymouth, NH**  
**(Sponsor)**

  
**(Signature of Authorized Official)**

**SCOPE OF WORK**  
**Plymouth Municipal Airport**  
**Plymouth, NH**

**Preparation of:**

- Airport Master Plan
- Airport Layout Plan
- Exhibit A Property Map



**Prepared for:**

Town of Plymouth, NH

**Prepared by:**

Ervin C. Deck, Associate  
482 Payne Road  
Scarborough, ME 04074

This version contains revision 3 based on comments received from NHDOT on April 5, the scoping meeting on April 11, and internal Stantec consultation on April 17.

April 22, 2014

Revision 3

## **INTRODUCTION**

The Town of Plymouth is the sponsor (owner/operator) of the Plymouth Municipal Airport (identifier 1P1); a public use general aviation facility located 3 miles northwest of the town center. The airport's infrastructure includes a single turf runway, a small terminal building, a single town owned hangar and a single privately owned hangar on town property.

The Town is considering entrance into the National Plan of Integrated Airports System (NPIAS), a federal program that identifies existing and proposed airports that are significant to national air transportation and thus eligible to receive Federal grants under the Airport Improvement Program (AIP). Accordingly, a primary purpose of this project is to help the community better understand the process, as well as the advantages and possible disadvantages of NPIAS. To help the town better understand the process, and to position the community to make this assessment, the Federal Aviation Administration (FAA) and New Hampshire Department of Transportation (NHDOT) require the preparation of the basic documents required of all NPIAS airports.

## **PURPOSE**

The purpose of this Scope of Work (SOW) is to describe efforts being undertaken and to define the boundaries of the Project. This Project Scope responds to the Project Objectives described below. The Scope is Stantec's interpretation of the Client's needs and requirements for the Project.

This Scope forms the basis of the development of the Project, and particularly the development of the Project Budget and Project Schedule. Future changes to this SOW may have a direct impact on the Project Budget and Schedule.

## **OBJECTIVE**

The objective of this project is the preparation of three key documents necessary for the Town to make a sound decision on the future of its municipal airport. The decision is whether or not to become a member of NPIAS. The principal documents, which all NPIAS airports are required to maintain, include an Airport Master Plan, Airport Layout Plan, and an Airport Exhibit 'A' Property Map. Stantec will prepare each of these documents according to industry and FAA standards following the tasks and elements described in this SOW.

## **AUTHORIZED CHANGES TO THIS SCOPE**

It is important to note that the maximum United States obligation under a planning grant cannot be increased even when the scope of work changes. Therefore, changes in the scope, after the grant is awarded may result in the Client being 100% responsible for any increased fees associated with the change.

Changes to the Project Scope, initiated by the Client, will be documented by the Project Manager and will also be assessed for the impact on Project Budget and Schedule.

Changes to the Project Scope, initiated by Stantec, will be communicated to the Client in writing, giving reasons why the change is proposed, together with an assessment of the impact on the Project Budget and Schedule.

Changes to the Project Scope initiated by either the Client or Stantec, will be documented through a Project Change Authorization (PCA). This procedure will, for each change proposed, document the reasons for the change, the effect of the change (budget and schedule) and be presented for formal sign-off from, firstly the Stantec Project Manager and then the Client. Changes to the Project Scope will not be implemented without formal approval from the Client.

## **TASKS**

The following four tasks are considered necessary for the development and preparation of the three documents required by the Town of Plymouth. They include Task A – Administrative; Task B - Data Collection; Task C - Development of an Airport Master Plan and Airport Layout Plan; and Task D - Development of an Exhibit A Property Map.

### **TASK A - ADMINSTRATIVE**

This task covers the administrative efforts by both Stantec and the Town in the preparation of the three projects addressed in this scope.

#### **A.1 - DETERMINE TYPE AND DETAIL OF STUDY**

One (1) study design meeting will be held at the Plymouth Town Office to discuss the type of update and level of study detail the Town wishes to pursue in this update. Stantec will use the information from this meeting to prepare a draft scope of work.

##### **A.1.1 - Minutes**

Stantec will prepare minutes of this meeting and will distribute them electronically to the Town and NHDOT.

#### **A.2 - PREPARE SCOPE OF WORK**

Stantec will prepare a draft scope of work, which will not include fees, for review and comment by the Town and NHDOT. Stantec will incorporate all comments received into the final scope of work. A fee proposal will be prepared based on the final scope of work.

#### **A.3 - SCOPING MEETING**

One (1) scoping meeting will be held in the Plymouth Town Office with representatives of the Town, including the Independent Fee Estimate (IFE) preparer, and NHDOT to discuss the scope of this project.

**A.3.1 - Minutes**

Stantec will prepare minutes of this meeting and will distribute them electronically to the Town and NHDOT.

**A.4 - PREPARE FEE SCHEDULE**

Based on the agreed upon Scope of Work, Stantec will prepare its fee schedule. The schedule will be presented to the Town and NHDOT for review and discussion.

**A.5 - FEE ANALYSIS**

The Town is responsible for performing an independent fee analysis as required by 49 CFR §18.36<sup>1</sup>. Stantec's role in this task is limited to providing the Town with an electronic copy of this scope of work along with an electronic spreadsheet in Excel that contains all elements of this scope of work along with proposed employees by discipline, less any estimated work hours, wage rates, or other financial data.

**A.6 - PREPARE GRANT APPLICATION**

Stantec will prepare and submit to the Town four (4) copies of the grant application following the guidelines contain on the NHDOT website. It will be the Town's responsibility to forward the documents to NHDOT.

**A.7 - GRANT OFFER**

The Town will review, sign, and return the grant offer to NHDOT, with a copy forwarded to Stantec. The Town should also scan (as a PDF) or fax a copy of the grant offer to NHDOT/Bureau of Aeronautics for inclusion on the Governor and Council

**A.8 - CONTRACT**

Stantec will prepare and submit a standard Stantec contract to the Town for review and signature.

**A.9 - INVOICES**

Stantec will invoice the Town approximately every month. It is anticipated that 12 invoices will be prepared. Included with each invoice will be project status update

**A.10 - PREPARE GRANT REIMBURSEMENT REQUESTS**

Stantec will prepare the necessary grant reimbursement requests on behalf of the Town for the Town's signature and distribution to NHDOT. One reimbursement request will be prepared for every invoice generated (see Task A.9). Reimbursement requests will comply with NHDOT policy

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<sup>1</sup> Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Procurement).

for Grant Reimbursement Requests (Planning Studies and Environmental Reports), and will include NHDOT Form 555, SF-270, and an invoicing Summary Worksheet.

**A.11 - FORM APAC**

Stantec will assist the Town in forming an Airport Planning Advisory Committee (APAC) by making suggestions as to the type and mix of volunteers invited to sit on this committee. It will be the Town's responsibility to select and notify the members of the APAC. Stantec will work with the Town to establish objectives of the APAC. The Town will provide Stantec with a list of APAC members and their email address or other contact information.

**A.12 - NOTICE TO PROCEED**

Before Stantec can proceed with any work beyond this task, The Town is required to provide Stantec with a written Notice to Proceed, or a signed contract.

**A.13 - APAC KICK-OFF MEETING**

Stantec will hold a kick-off APAC meeting in the Town for the purposes of meeting the members and briefing them on their role in developing the master plan. At the first meeting, Stantec will provide the APAC members with workbooks into which they will insert future draft documents. This meeting will generally take place during the first data collection site visit (see Task B.1.1, page 6).

**A.13.1 - Minutes**

Stantec will prepare minutes of this meeting and will distribute them electronically to the Town, APAC and NHDOT.

**A.14 - UNSCHEDULED MEETINGS**

Invariably, the need for a meeting, whether in person or via conference call will be required during the course of preparing the documents discussed in this SOW. To ensure adequate funds are available, one meeting in Plymouth or at NHDOT offices in Concord, and up to three conference call meetings are planned. This task is not intended to preclude the Town or Stantec from engaging in routine calls, email exchanges, etc., but rather to ensure that ample time is allotted for travel and time required for lengthy meetings.

**A.14.1 - Meetings**

This task allows for up to one additional meeting not addressed elsewhere in this scope. Time and expenses allow for normal vehicular travel between Scarborough, ME and Plymouth, NH or Concord, NH (NHDOT location), including travel and meeting time, and customary meals.

**A.14.2 - Conference Calls**

This task allows for three additional conference calls between Stantec, the Town, and/or NHDOT concerning this project. It is anticipated that a maximum of six (6) hours total for all three

meetings would be required. No additional telephone or other communications charges are anticipated.

#### **A.15 - PROJECT CLOSEOUT**

Stantec will prepare a project closeout report/package for the Town. The package will include a draft closeout cover letter for the town to apply to its letterhead, one copy of the final grant reimbursement request package, two hardcopies and two pdfs of the final deliverables (NH DOT will forward one copy to FAA for their files; and NH Airport Block Grant Program DBE Closeout Report Form.

#### **TASK B - DATA COLLECTION**

Data collection will be through site visits to the airport and the local community, retrieval of data via email, mail, telephone, and the Internet, and other various records and communications.

Most data gathering for Tasks B through D will take place through site visits to the airport and the community by several members of the Stantec staff. Typical broad categories of information to be collected include: the history of the airport; physical facilities on the airport; the regional setting of the airport and surrounding land uses; the environmental setting of the airport; socioeconomic and demographic data for the airport service area; historical and seasonal aviation activity; and airport business relationships.

#### **B.1 - SITE VISITS/DATA COLLECTION**

Stantec will make several site visits to inventory existing airside and landside facilities at the airport and collect local or regional documents; to conduct an inventory of environmental resources on airport property for the purposes of preparing a general environmental and wildlife habitat assessment; and to collect ground survey data. Tasks B.1.1 through B.1.5 address the work efforts involved with the site visit, including travel, lodging and meals. Work efforts required to analyze the data and prepare subsequent reports is recorded separately in this SOW.

##### **B.1.1 - Aviation Planners**

A two-day site visit by two aviation planners to collect data and conduct an inventory of the airport and the community as it relates to the airport and this study. This effort does not include additional time and resources needed to reduce, and analyze and report the data. During this visit, Stantec will review existing historical documentation, if any, at the NH State Historic Preservation Office in Concord.

##### **B.1.2 - Wetland Delineation**

Stantec will conduct a three-day site visit - by an environmental analyst - to conduct a wetland delineation of the airside of the airport (south of Quincy Road) and a reconnaissance-level survey will be conducted and a sketch map will be prepared showing the approximate locations of identified wetlands on airport property north of Quincy Road.

Wetlands will be delineated pursuant to the methodology in accordance with the Corps of Engineers Wetland Delineation Manual, 1987 and Regional Supplement: Northcentral and Northeast Region (Version 2.0). Wetlands will be marked in the field with sequentially numbered surveyor's flags. Data transects which include soil test pits and vegetation analyses will be completed in support of the wetland boundary location. U.S. Army Corps of Engineers (USACOE) data forms will be prepared based on the wetland transect information gathered in the field. The data forms will be used for possible future permit applications (required for permits from the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act). Delineated wetland boundary flags and test pit locations will be surveyed utilizing GPS survey equipment.

Evidence of vernal pools or potential vernal pools, if observed in the field during performance of the wetland delineation task, will be documented and locations surveyed utilizing GPS survey equipment.

#### **B.1.3 - Wildlife Assessment Site Visit**

In lieu of a Wildlife Hazard Assessment (WHA), the Site Visit component of a WHA will be completed and reported as part of this AMPU. Airports use a Site Visit to quickly evaluate and mitigate potential hazards on airports. An airport can also use a Site Visit to determine whether an Assessment is necessary. A Site Visit has three parts: Gathering airport information, field observations, and a final report with recommendations. This task only includes the first two elements. Preparation of the report is discussed in Task C.

During the Site Visit, Stantec will collect and compile information regarding the airport's wildlife hazard history, documented and suspected wildlife hazards, habitat attractants, control activities, airport operations procedures, communications of hazards with local pilots, aircraft operations and scheduling. The Site Visit will be conducted over a period of three days by two certified wildlife biologist during which time Stantec will evaluate the habitat on and surrounding the airport and record direct or indirect wildlife observations; as well as current wildlife management activities and airport wildlife strike data.

Stantec will use an FAA qualified Airport Wildlife Biologist (Stantec staff members) who will conduct and report the Site Visit. Stantec will provide the Town with a letter report summarizing field data and any management recommendations following the Site Visit, with a copy to the FAA Regional office and NHDOT. A copy of the report will be made part of the master plan.

#### **B.1.4 - Surveyor**

A three day site visit to collect data necessary for the preparation of the Exhibit 'A' Property Map. This effort will include the review of tax maps, historical listings of property, developing an abutters list, and collection of deeds from the county registry. Stantec will obtain as much deed information as available from the registry's website ([www.nhdeeds.com](http://www.nhdeeds.com)).

This visit will also include the placement of approximately 20 horizontal and vertical control points for subsequent aerial photogrammetry and orthophoto acquisition (see Task B.3).

## **B.2 - DOCUMENT AND DATA RETRIEVAL**

Existing documents and data related to the airport will be collected, analyzed, and included in this master plan, as applicable. To initiate data collection, Stantec will carefully review the scope of work and verify the type and quantity of data needed for subsequent analyses. This information may include, but is not limited to:

- a. New Hampshire Aviation System Plan Update
- b. Local or Regional Planning Documents and Comprehensive Plans
- c. Local Property/Tax Maps
- d. Photographic data for use in the report and analysis
- e. Demographic data, including population, socioeconomic, and other related information required as part of the forecasting process
- f. Revenue and expense reports (3-5 years historical data)
- g. Measurements and physical condition assessment of airport infrastructure and facilities
- h. All applicable documents, such as official maps, the latest area-wide comprehensive land use and transportation plan, applicable municipal zoning ordinances and other land use controls and unusual building code provisions, including height zoning ordinances, noise overlay zones, and airport overlay districts, as applicable. Note: Most of the data noted in B.2 will be collected during our site visits. No additional work effort will be attributed to this specific task.

## **B.3 - OBTAIN PLANIMETRICS AND AERIAL PHOTOGRAMMETRY**

This task involves Stantec arranging through a third party vendor for the collection of aerial photography and photogrammetry to be used in the identification of existing facilities at the airport. The data will also be used in the evaluation of obstructions to Part 77<sup>3</sup> surfaces, and possible future threshold siting, TERPS<sup>4</sup> and PAPI<sup>5</sup> obstacle clearance surfaces as appropriate.

This effort will include the collection of planimetric mapping data for the production of the airport layout plan.

Ground contour mapping of leaves off conditions at two (2) foot intervals for use in the preparation of airport layout plan documents, evaluation of the runway profile, and engineering assessment of potential alternatives.

High resolution aerial ortho photography of leaves-on conditions will be taken of the entire airport (both north and south side of Quincy Road) for the production of color ortho-rectified

<sup>3</sup> 14 CFR, Part 77, Safe, Efficient Use and Preservation of the Navigable Airspace.

<sup>4</sup> United States Standard for Terminal Instrument Procedures (TERPS) (FAA Order 8260.3B). Establishes criteria for the development of instrument procedures.

<sup>5</sup> PAPI – Precision Approach Path Indicator. A visual navigation system positioned along the side of a runway that provides a series of light beams used by pilots to align the aircraft on the proper glidepath to a runway.

photos, which will be used for the project, with 24 x 36" copies submitted to the Town (5 copies mounted) and NHDOT (1 copy).

This task will not include efforts to comply with AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards. This aerial photogrammetry will not be submitted into AGIS.

### **TASK C - PREPARE AIRPORT MASTER PLAN & ALP**

An airport master plan is a comprehensive study of an airport and in the case of Plymouth, will describe the short, medium, and long-term development plans to meet future aviation demand. This master plan will be prepared to support the Town's possible entry into NPIAS and to aid in the Town's strategy for the development of the airport.

The goal of this master plan is to provide the framework needed to guide future airport development that cost-effectively satisfies aviation demand, while considering potential environmental and socioeconomic impacts. Stantec will consider the possible environmental and socioeconomic costs associated with alternative development concepts, and the possible means of avoiding, minimizing, and mitigating impacts to sensitive resources at the appropriate level of detail for facilities planning.

Stantec will prepare the Plymouth Master Plan under the general guidelines of FAA Advisory Circular 150/5070-6B, Airport Master Plans, and FAA Standard Operating Procedures with the understanding that it should meet the objectives listed below, in a series of tasks as discussed in this scope.

- a. Justify any proposed development through the technical, economic, and environmental investigation of concepts and alternatives.
- b. Provide an effective graphic presentation of the development of the airport and anticipated land uses in the vicinity of the airport.
- c. Establish two realistic schedules for the implementation of the development proposed in the plan, particularly the short-term capital improvement program; one based on a NPIAS airport with access to federal and state funding, and a second approach based on the use of local funding only.
- d. Propose an achievable financial plan to support the implementation schedule using the two possible funding avenues address in the previous bullet.
- e. Provide sufficient project definition and detail for subsequent environmental evaluations that may be required before the project is approved.

- f. Present a plan that adequately addresses the issues and satisfies local, state, and federal regulations.
- g. Document policies and future aeronautical demand to support municipal or local deliberations on spending, debt, land use controls, and other policies necessary to preserve the integrity of the airport and its surroundings.
- h. Set the stage and establish the framework for a continuing planning process. Such a process should monitor key conditions and permit changes in plan recommendations as required.

The master plan will be prepared in three distinct phases.

- **Phase I – Working Papers.** The first phase of the master plan is the development of four working papers that address each major topic associated with any master plan. The working paper shares ideas about a particular topic to elicit feedback before submitting the master plan.
- **Phase II – Draft Master Plan.** Comments and changes to the previous working papers will be collated and rewritten into the first draft of the master plan.
- **Phase III – Final Master Plan.** Comments and changes to the draft master plan will be collated, rewritten, printed, and bound into the final report.

### **C.1 - WORKING PAPERS**

The first phase of the master plan is the development of a series of working papers that address nine topics in four separate papers.

- Paper 1 - Introduction, Existing Conditions, Aviation Forecasts, Facility Requirements and the following appendices: Terms and Abbreviations, Environmental Correspondence, and Meeting Minutes
- Paper 2 - Alternatives Analysis
- Paper 3 – Preferred Alternative & Airport Layout Plan
- Paper 4 - Facilities Implementation & Capital Improvement Plan

#### **C.1.1 - Develop Working Paper 1 (Introduction, Inventory, Forecasts, Requirements)**

Working Paper 1 covers four separate topics: Introduction, Existing Conditions, Aviation Forecasts and Facility Requirements

#### C.1.1.1 - Introduction

The introduction is a brief overview of the project, including a discussion on master plans and their purpose, and why this Plan is being prepared. This will be a two to three page effort.

#### C.1.1.2 - Inventory of Existing Conditions

A significant portion of the inventory will be devoted to identifying the existing physical facilities at the airport. Drawings and other documents in FAA databases on file with the town will be reviewed early in the inventory effort. It is understood that, while a previous ALP was prepared for the airport, it was done so without the technical master plan documents, and not to current FAA standards. These data will be supplemented with field observations, personal interviews with tenants and users, Internet searches, and surveys of local pilots and employees. The data collected will be analyzed and presented in a technical report that will contain the following information.

- a. **Background.** A brief discussion of the purpose of the inventory process, including an overview of the airport's history.
- b. **Aviation Activity.** This section will include an assessment of historic (since last AMPU) and current aviation activity that will include total annual numbers of operations, peak levels of operations, local versus itinerant activity, seasonal fluctuations, aircraft operation fleet mixes, the current design / critical aircraft, and the airport reference code.
- c. **Description of Existing Facilities.** This section includes the description of the airport's airside and landside, including the runway, as well as the quantity and type of hangars; transient aircraft parking apron areas; tie-down positions; general aviation terminal facilities; aircraft parking aprons; fixed base operators; and the number and mix of based aircraft. The following additional areas will be addressed:
  - Description of major elements of the infrastructure that service the airport's utility demands for water, sanitary sewer, communications, heating, and power.
  - An assessment of how the existing airport meets FAA design criteria based on existing design aircraft. The intent of this effort is to understand the extent to which the current airport design and layout conforms to FAA standards, which will become an important element later in the study as we analyze future development needs of a NPIAS airport.
- d. **Regional Setting and Land Use.** The master plan study will examine the regional setting of the airport and the land use patterns around it. This is a critical task because the impact of airport planning decisions can extend well beyond the airport property line. This assessment will include where appropriate:

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- Information on the political boundaries of the airport and the political entities with jurisdiction over the operation of the airport and adjacent land uses. Identify the airport service area and the presence and role of other airports that might compete with the study airport.
  - An understanding of the political context and local preferences regarding land use.
  - Identify land uses in areas that will be exposed to airport operations. Land use is a continuously changing process, particularly in urban environments, so the land use inventory will collect information on planned and proposed land uses, as well as identify existing uses. We will note if there are any governmental programs designed to direct land use patterns in the area under review.
  - Identify land uses, including local zoning, that may affect the safe operation of the airport or influence its expansion. Structures that could obstruct air navigation, or the presence of other airports that may interfere with the study airport, are the principal safety concern. Also, Stantec will identify areas located near the airport that may represent a potential hazard to aircraft, such as flood control areas and landfills.
  - Identify vehicular activity along Quincy Road in the vicinity of the airport, and at the intersection of Quincy Road and Smith Bridge Road, as well as the impact of traffic on Route 25. This purpose of this effort is to assess potential impact of increased vehicular traffic resulting from increased airport operations. This effort will depend solely on data obtained from the Regional Planning Commission and NHDOT. No independent study or traffic count is included in this effort.
  - Identify the state right of way (ROW) along Quincy Road and the airport.
  - To the extent available Stantec will use geographic information systems (GIS), aerial photographs, topographical maps, obstruction charts, aeronautical charts, and other mapping tools to examine and display land use details.
- e. **Environmental Overview.** The principal objective of an environmental overview is to document environmental conditions that should be considered in the identification and analysis of airport development alternatives. Stantec will develop alternatives with the subsequent environmental processes in mind and will consider available environmental data in the evaluation of each of the alternatives. As a result, the master plan may aid in the formation of the purpose and need statements in subsequent environmental documents.
- Aircraft noise and air and water quality are often the most common environmental concerns attributed to airport development projects. However,

other environmental conditions in and around the airport will also be examined, including: solid waste generation and disposal; floodplains and wetlands; endangered and threatened species of flora and fauna; biotic communities; parklands and recreational areas; historic, architectural, archaeological and cultural resources; and prime and unique farmland. Stantec will refer to the current version of FAA Order 1050.1E, Environmental Impacts: Policies and Procedures, for a complete list of environmental impact categories that may need to be examined.

- In addition to National Environmental Policy Act (NEPA) requirements, Stantec will consider appropriate state and local environmental regulations. As noted in Task B.1.2 (page 5) Stantec will contact appropriate resource agencies to provide any information they think should be considered in the process of identifying and evaluating alternative development options.
  - Any existing airport noise or environmental programs will be discussed in the environmental overview.
  - Off-airport drainage and flood control issues, which may be affected by airport development, will be examined.
- f. **Wildlife Hazard Site Visit.** This element is the third of three components of the site visit task (see Task B.1.4, page 7). The data collected during the site visit will be reported in this section using FAA Advisory Circular 150/5200-XX, Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans.
- g. **Wetlands Analysis.** Data collected in Task B.1.3, page 6) will be analyzed and developed onto existing wetland data and delineations will be used where appropriate to assist with determining future wetland impacts. Only wetlands on the airport side of Quincy Road will be delineated/
- h. **Wetland Function and Value Assessment.** Stantec will provide description of on-airport wetlands. This description will include an assessment of wetland functions and values prepared in accordance with the Federal Highway Methodology. Descriptions will include dominant vegetation, approximate size, and general wildlife habitat value. Wetland areas will be presented on various plans and figures. Plans will be stamped by a certified wetlands scientist as certified by the New Hampshire board of natural scientists.
- i. **Obstruction Analysis.** Stantec will analyze obstructions on airport property and those within the first 2,000-3,000 feet of the each runway's approach surface using data obtained during the surveyor's visit (see Task B.3, page 8). The analysis at this stage will be limited in this working paper to Part 77 surfaces only. The data will be available for alternative analysis should the need arise.

- j. **Wind Data.** Stantec will obtain wind data from available sources, including the National Climatic Data Center, and Plymouth State University. Note: Stantec confirmed this data is available for 1P1 in the standard wind tab format required to produce an FAA windrose.
- k. **Financial Data.** Stantec will examine the airport's financial resources, including its basic business model, operating revenues and expenses, and sources and uses of capital funds.
- l. **Base Plan.** A new base plan showing all airport facilities, existing airport property line, wetland boundaries, known physical constraints to development, and other pertinent information in digital format. This plan will become the Existing Facilities Plan for later use in developing a revised ALP (see Task C.1.3.1, page 22), and will include all appropriate data blocks, legends and other applicable airport information as required by AC 150/5070-6, Airport Master Plans (Chapter 10 and Appendix F). Stantec will also use the FAA ALP Checklist that will be used as a template for this plans development.
- m. **Summarize Inventory.** This will be a brief paragraph and table that provides a summary of the airport's inventory.

#### C.1.1.3 - Forecasts of Aviation Activity

Forecasts of future levels of aviation activity are the basis for effective decisions in planning the future of Plymouth Municipal Airport. The projects developed in this effort are used to determine the need for new or expanded facilities.

- a. **Types of Aviation Activity.** To establish the likely demands to be placed on the airport facilities, forecasts will be prepared to include aircraft operations and the critical aircraft, as well as the number and type of based aircraft. Aircraft operations will be assessed by Stantec based on historical data obtained from other similar studies and known operational data from other airports in New England.
- b. **Terms of Aviation Forecasts.** Forecasts will be prepared for the short-, medium-, and long-term periods. The short-term forecasts (first five years) are used to justify near-term development and support operational planning and environmental improvement programs. In addition, this effort will aid in the NPIAS discussion process. Medium-term forecasts (6-10 year timeframe) are used in planning capital improvements and long-term forecasts (year 11 – 20) are developed in support of general planning.
- c. **Peak Period Forecasts.** This will be the critical forecast for 1P1. Forecasts of annual aircraft operations will not adequately describe the needs of individual airport facilities. Because they average demand levels over the course of an entire year, annual metrics are only useful when activity tends to be evenly distributed over the course of an entire year. However, most airports, including Plymouth have peak periods where demand far surpasses those averages.

- d. **Factors Affecting Aviation Activity.** Stantec will consider socioeconomic data, demographics, geographic attributes, and external factors such as fuel costs and local attitudes toward aviation. The purpose of this data is to estimate their effect on aviation activity at 1P1.
- e. **Methodology.** Stantec will select the appropriate methodologies for forecasting aviation activity at the airport. Stantec will review FAA and NHDOT data with the understanding that the NHDOT Systems Plan will probably be the most reliable and accurate data.
- f. **Prepare Forecasts for the Airport.** Stantec will analyze the historical aviation activity levels at 1P1 and compare them against national trends. . Stantec will answer the questions: What trends are there at Plymouth that will impact its future development? Consultation with owners of local business and organizations involved in development in the region will be included in the forecasts. Stantec will prepare an average range of forecasts for 5, 10, and 20-year periods for the following elements:
  - Based aircraft
  - Aircraft operations
  - Aircraft fleet mix
  - Airport Reference Code (ARC)
  - Land requirements, including future easements
- g. **Integrated Noise Model (INM).** Using the Integrated Noise Modeling (INM) software, version 7.0c, contours of DNL 65, 70, and 75 will be prepared for the 20-year forecasted conditions. The contours will be displaced on the Land Use Map, which will be prepared later in this study as part of the ALP.
- h. **Summarize Forecasts.** This will be a brief discussion and one or two tables that provide a brief summary of the forecast for 1P1.

#### C.1.1.4 - Facility Requirements

Stantec will determine what, if any, additional facilities will be required to accommodate forecast activity. This task begins with an assessment of the ability of existing facilities to meet current and future demand. If they cannot, we will determine what additional facilities will be needed to accommodate the unmet demand.

This section of the report will follow two tracks, one assuming the Town will decide to pursue entry into NPIAS and a second path where the Town elects not to request entry into NPIAS. The major difference is the availability of funding for future growth. Whereas participation in NPIAS would provide additional federal and state funding, a non-NPIAS airport would not have access to this money. The Town may decide that it is in the community's best interest for the airport not to continue to grow to accommodate forecast activity, or to accommodate forecast activity only

up to a point. In this case, the master plan will document the options and indicate the probably consequences. (e.g., demand will be capped, the demand will go unmet, or the demand will be diverted to another airport).

This analysis will clearly define any aviation problems and why the airport needs to resolve them. Findings supporting a problem, and the potential solutions to that problem, will be clearly documented. Stantec will ensure that this "Needs Analysis" provides information sufficient to provide a basis for describing the purpose and need for proposed Federal actions. Care will be taken that the facility requirements are not so narrowly defined that they point to a single solution.

- a. **Evaluate Airside Facility Capacities and Requirements.** Stantec will identify the capacity and operational efficiency of the existing runway, aircraft movement areas, and approaches based on FAA criteria. Stantec will identify the needed improvements for these airside facilities. Based on identified design aircraft, a runway length requirement analysis will be performed to determine if additional runway length is required. Stantec will determine the extent of additional obstructions to FAR Part 77 surfaces and potential future TERPS visual area surface. Other potential impacts due to the extension such as land acquisition, aviation easements, and obstruction removal or lighting will also be reviewed. Based on the aircraft fleet mix and airport reference code, Stantec will determine the geometric dimensions and locations for the building restriction line, runway object free area, runway safety area, and runway protection zones.
- b. **Identify Landside Facility Capacities and Requirements.** Stantec will evaluate aircraft parking areas and hangars, automobile parking, snow removal equipment, security, building capacity, and facility requirements.
- c. **Assess Condition of Existing Facilities.** Stantec will evaluate and assess the condition of existing airport facilities to include, but not limited to surface conditions, design standards, condition of status of runway safety areas, runway protection zones, obstructions within Part 77 approach surfaces, public owned buildings, etc. Data and photographs collected during earlier site visits will be used to document this assessment.
- d. **Identify Development Triggers.** This task will look at each requirement and assess when development would be required and under what conditions. It will be presented in tabular form.
- e. **Summarize Facility Requirements.** Stantec will develop a summary of this section through the use of text and tables.

#### C.1.1.5 - Prepare Working Paper 1.

Stantec will prepare the first of four working papers. The paper will be produced in color with ample use of photos, graphics and tables. Stantec will provide 10 copies of this paper to the

Town for distribution to APAC members, as well as a PDF copy for possible use on the Town's website.

#### **C.1.1.6 - APAC Meeting**

The second APAC meeting will be held 2-3 weeks after Working Paper 1 is distributed. The purpose of this meeting is to solicit feedback from the APAC on the draft working paper. Stantec will present its findings of the inventory, forecasts, and facility requirements. It is anticipated that this meeting will be held in the early afternoon.

##### **C.1.1.6.1 Minutes**

Stantec will prepare minutes of this meeting and will distribute them electronically to the Town, APAC and NHDOT.

#### **C.1.1.7 - Town Planning Board Presentation**

The same material presented to the APAC in the earlier meeting will be presented to the Town Planning Board for informational purposes only. For budgeting purposes it is anticipated that this meeting will take place on the same day as the APAC Meeting.

##### **C.1.1.7.1 Minutes**

Stantec will prepare minutes of this meeting and will distribute them electronically to the Town, APAC and NHDOT.

#### **C.1.1.8 - Comment Review.**

The Town and NHDOT should review the working paper and submit written comments to Stantec. The Town should collate their comments into a single submittal to Stantec, who will respond to the comments via email back to the Town and NHDOT. A new working paper will not be prepared. Instead, all agreed upon changes will be included in the draft master plan (Phase II).

#### **C.1.2 - Develop Working Paper 2 (Alternatives)**

This paper brings together many different elements of the planning process to identify and evaluate alternatives for meeting the needs of airport users as well as the strategic vision of the Town. Airports generally have a wide variety of development options, so an organized approach to identifying and evaluating alternative development options is essential for effective planning. The key elements of this process are:

- a. Identification of options to address existing and future facility requirements.
- b. Evaluation of the alternatives, individually and collectively, so that all parties gain a thorough understanding of the strengths, weaknesses, and other implications of each.
- c. Selection of the recommended (preferred) alternative.

Stantec will carefully organize the analysis based on the NPIAS vs. non-NPIAS approach presented in the Facility Requirements section. In addition, Stantec will consider appropriate Federal environmental laws and regulations when analyzing proposed airport development alternatives. There are approximately 40 Federal laws, executive orders, and regulations protecting particular parts of the environment, such as the Clean Air, Clean Water, Endangered Species Acts. There are also state and local environmental laws and regulations that will be considered in this analysis.

Early in the master planning process, Stantec will try to identify any potential short-term capital development projects that might be recommended in the master plan that are known to trigger additional environmental processing, such as safety related projects. For such projects, the Town should consider beginning the environmental processing before the master planning process is completed. Otherwise, the various regulatory agencies and public stake holders involved may perceive that the NEPA analysis is biased because a recommended alternative was selected in the master plan before the NEPA process began. This guidance can be extended to longer-term projects in the case of new airports or major reconfigurations of existing airports.

In preparing the various alternatives, Stantec will recognize the need to achieve a balance between the manmade and the natural environment. Although every proposed development project will have some impact on the natural environment, the use of prudent planning criteria, along with sound environmental data and analysis, will help minimize unavoidable environmental impacts and the delay of project design and construction.

#### **C.1.2.1 - Identify and Evaluate Development Airside Alternatives**

Stantec will prepare up to four (4) airside alternative layouts that accommodate the needs for the airport through the 20-year planning period. One alternative would be an option where the town elects not to join NPIAS. In this case, FAA design criteria would not be mandatory, which in turn could have an impact on the airport's layout. These options will be based on input from the APAC at the last planning meeting and Stantec's knowledge of FAA design criteria.

- a. These alternatives may include development to meet the existing role of the airport and development needed for resource constraints.
- b. The evaluation will include conformance with current FAA design criteria, constructability, project phasing, preliminary environmental requirements, and cost considerations.
- c. Stantec will prepare preliminary profiles, prepare limit of grading plans, and evaluate the Part 77 and possible future TERPS imaginary surfaces for penetrations within the limits of the obstruction analysis conducted earlier, for both runway ends.
- d. The primary functional elements that will be considered are the runway, including its length, width, and surface type. No orientation assessment will be studied. Other functional areas include a possible taxiway, but only if taxiways are considered necessary in the facility requirements analysis.

- e. Secondary elements include lighting, signage, and other electronic and visual navigation aids.
- f. A checklist will be prepared that indicates the items necessary for both NPIAS and non-NPIAS airport.

#### **C.1.2.2 - Identify and Evaluate Development Landside Alternatives**

Stantec will prepare and evaluate up to four (4) landside alternative layouts that accommodate the needs for the airport through the 20-year planning period. These alternatives may include development to meet the existing role of the airport and development needed for resource constraints, including aprons, hangars, fuel systems, and other related airport buildings. Another alternative would be an option where the town elects not to join NPIAS. In this case, FAA design criteria would not be mandatory, which in turn could have an impact on the airport's layout

Functional elements considered will include aircraft hangars, aircraft parking aprons, taxiways, terminal and support facilities, such as the FBO/Terminal building, and a snow removal building.

Secondary elements include lighting and signage.

The potential need for, or use of airport property on the north side of Quincy Road will be evaluated.

#### **C.1.2.3 - Environmental Review**

Potential impacts of proposed short-term improvements will be evaluated within the context of the environmental impact categories discussed in FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions and FAA Order 1050.1E Environmental Impacts: Policies and Procedures. The effort will include a list of major federal, state, and local permits required for each proposed short-term project.

#### **C.1.2.4 - Cost Analysis**

Preliminary engineering cost estimates will be included with each airside and landside alternative. Cost estimates will be based on current industry standards and will provide a single value for design and construction, as applicable, plus any potential permitting or other non-engineering/construction costs.

#### **C.1.2.5 - Pros and Cons Matrix**

This effort will help identify the key advantages and disadvantages of each airside and landside layout and will be provided in a simple matrix that presents the pros, cons, costs, and environmental issues that each alternative produces. As part of this matrix, Stantec will develop an environmental rating scale that provides a point value to each alternative in terms of its potential impact on the environment. This, when combined with cost estimates should provide a clear picture of each option.

**C.1.2.6 - Environmentally Excluded Alternatives**

Stantec will include a list and brief description of those alternatives (if any) screened out for environmental purposes.

**C.1.2.7 - Summary**

This section will provide a summary of the alternatives studied, and will include tables and graphics as necessary to present a clear summary.

**C.1.2.8 - Prepare Working Paper 2**

Stantec will prepare the second of four working papers. The paper will be produced in color with ample use of photos, engineering drawings (11x17" foldouts), graphics and tables. Stantec will provide 10 copies of this paper to the Town for distribution to APAC members, as well as a PDF copy for possible use on the Town's website.

**C.1.2.9 - APAC Meeting 3**

The third APAC meeting will be held 2-3 weeks after Working Paper 2 is distributed. Stantec will present its alternatives analysis. It is anticipated that this meeting will be held in the early afternoon.

**C.1.2.9.1 Minutes**

Stantec will prepare minutes of this meeting and will distribute them electronically to the Town, APAC and NHDOT.

**C.1.2.10 - Public Information Meetings**

Public Information Meetings (PIM) will be held in the early evening on the same day as APAC meeting #3, at a time and location as determined by the Town. The purpose of this meeting is to provide the public with an overview of the project to date. It is the Town's responsibility to advertise this meeting accordingly.

**C.1.2.10.1 Meeting Summary**

In lieu of minutes, Stantec will prepare a brief summary of the presentation along with a list of attendees.

**C.1.2.11 - Comment Review**

The Town and NHDOT should review and submit written comments to Stantec on Working Paper #2. The Town should collate their comments into a single submittal to Stantec, which will then respond to the comments via email back to the Town and NHDOT. A new working paper will not be prepared. Instead, all agreed upon changes will be included in the draft master plan (Phase II).

#### **C.1.2.12 - Recommended Alternative Workshop**

The APAC should convene and discuss the process to date and decide the alternatives (landside and airside) they consider the preferred alternative for the airport and the Town.

#### **C.1.2.13 - APAC Meeting 4**

Within 2-3 weeks of the APAC workshop discussed in Task C.1.2.12, Stantec will meet with the Town's planning team to guide them through the process of selecting the preferred alternative and to answer questions and discuss their vision for the airport. This vision should become the preferred alternative.

##### **C.1.2.13.1 Minutes**

Stantec will prepare minutes of this meeting and will distribute them electronically to the Town, APAC and NHDOT.

#### **C.1.3 - Develop Working Paper 3 (Airport Layout Plan)**

The Airport Layout Plan will be based on the preferred alternative selected earlier, and is unique in that it is the first time the airport will have an ALP based on a technical master plan, and one developed to current FAA standards. This is the first set of drawings prepared according to FAA standards, meaning there are no existing plans to reference or draw from.

The ALP drawing set is a set of planning drawings and is not intended to provide design engineering accuracy. Individual items such as runway coordinates, obstruction survey data, and application of airport design standards will, however comply with Federal survey standards. Stantec will use its experience and best judgment to define accuracy requirements for specific elements of the ALP in cooperation with the Town and NHDOT.

The ALP will graphically depict current and future airport facilities. The remaining drawings included in the ALP drawing set are considered appended to the ALP and are a part of it.

The five primary functions of the ALP that define its purpose are:

1. An approved plan is necessary for the airport to receive financial assistance under the terms of the Airport and Airway Improvement Act of 1982 (AIP), as amended. An airport must keep its ALP current and follow that plan, since those are grant assurance requirements of the AIP and previous airport development programs, including the 1970 Airport Development Aid Program (ADAP) and Federal Aid Airports Program (FAAP) of 1946, as amended. While ALPs are not required for airports other than those developed with assistance under the aforementioned Federal programs, the same guidance can be applied to all airports.
2. An ALP creates a blueprint for airport development by depicting proposed facility improvements. The ALP provides a guideline by which the Town can ensure that

development maintains airport design standards and safety requirements, and is consistent with airport and community land use plans.

3. The ALP is a public document that serves as a record of aeronautical requirements, both present and future, and as a reference for community deliberations on land use proposals and budget resource planning.
4. The approved ALP enables the Town and NHDOT (as well as the FAA) to plan for facility improvements at the airport. It also allows the NHDOT to anticipate budgetary and procedural needs. The approved ALP will also allow the FAA to protect the airspace required for facility or approach procedure improvements.
5. 5) The ALP can be a working tool for the Town, including its development and maintenance staff.

#### C.1.3.1 - ALP Drawing Set

The individual sheets that comprise the Airport Layout Plan drawing set will vary with each planning effort. Stantec will provide the required content of individual sheets as defined in AC 5060.5B, Appendix D, Airport Layout Plan, and according to the FAA's ALP Checklist. Drawings included in the Airport Layout Plan drawing set for Plymouth shall include:

- a. **Cover Sheet.** Stantec will prepare a cover (title) sheet that identifies the airport location, possible windrose data, and the plans included in the ALP set.
- b. **Existing Airport Facilities Plan.** As discussed on page 12 (see Base Plan), Stantec will prepare existing airport facilities plan. This plan will identify the existing airport facilities, runway safety areas, object free areas, building restriction lines, runway protection zones, data tables, wind rose, and legends.
- c. **Airport Layout Plan.** A drawing depicting the existing and future airport facilities. The drawing should include required facility identifications, description labels, imaginary surfaces, Runway Protection Zones, Runway Safety Areas and basic airport and runway data tables. It may be necessary to include the data tables on a separate sheet.
- d. **Terminal Area Plan.** This plan consists of one or more drawings that present a large-scale depiction of areas with significant terminal facility development. Such a drawing is typically an enlargement of a portion of the ALP.
- e. **Airport Airspace Drawing.** 14 CFR Part 77 defines this as a drawing depicting obstacle identification surfaces for the full extent of all airport development.
- f. **Inner Portion of the Approach Surface Drawing.** Drawings containing the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. The drawing will depict the obstacle identification approach

surfaces contained in 14 CFR Part 77. The drawing may also depict other approach surfaces, including the threshold-siting surface, those surfaces associated with United States Standards for Instrument Procedures (TERPS), or those required by the NHDOT. The extent of the approach surface and the number of airspace obstructions shown may restrict each sheet to only one runway end or approach.

- g. **Land Use Drawing** – A drawing depicting the land uses within the airport property boundary and land uses and zoning in the area around the airport. This drawing will not include noise contour data.<sup>6</sup>
- h. **Airport Property Map**. This is a drawing depicting the airport property boundary, the various tracts of land that were acquired to develop the airport, and the method of acquisition. Preparation of this map is addressed in **Task D** (see page 27).

#### **C.1.4 - Working Paper 4 (Implementation Plan & CIP)**

The last and final working paper will combine two essential elements of any master plan into a single section. These are the Facilities Implementation Plan and Capital Improvement Plan (CIP). The two plans will be combined into one unified section of the master plan.

##### **C.1.4.1 - Facilities Implementation Plan**

The facilities implementation plan provides guidance on how to implement the findings and recommendations of the planning effort. Facility implementation plans will provide a schedule, listing of key projects, project descriptions, timing of key activities, estimated development cost, interrelated projects, and any special considerations that the town might have to consider. The implementation plan will provide the Town and NHDOT with the information necessary to integrate the master plan's recommendations with the daily activities of the airport.

Stantec will prepare a facilities implementation plan that addresses all of the airport's planned capital projects (even those projects that are not associated with the recommendations of the master plan) to ensure that adequate fiscal, staff, scheduling, and other resources are available. In addition, all documentation will be prepared so that it will be clearly understood by all parties.

As noted earlier, a two-tier approach will be developed; one that assumes entry into NPIAS and the second that projects the future of the airport without NPIAS support. Given this approach, the facilities implementation plan will balance funding constraints; project sequencing limitations; environmental processing requirements; NHDOT approvals and coordination processes; business issues, such as leases and property acquisition; and Town preferences based on both NPIAS and non-NPIAS courses. In both cases the plan will be coordinated with the ALP and the Town's financial plan.

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<sup>6</sup> A noise analysis is not part of this study/project.

#### **C.1.4.2 - Capital Improvement Plan**

A new Capital Improvement Plan (CIP) is a key element of the facility implementation plan. The projects illustrated on the ALP will be more precisely described in the airport's CIP. While the ALP illustrates facility improvements for broad time periods (5, 10, and 20 years), those descriptions will be further refined into specific projects for the CIP. This process will permit the Town to integrate the master plan projects into its overall program of facility improvement, repair and maintenance projects.

Specific projects, based on the ALP, depending on their size and complexity, may be divided into smaller projects that reflect how projects are approved, designed, and constructed. In developing the CIP, Stantec will maintain an appropriate project scope in designing individual projects.

Specific projects will be described as project listings on a master table. Project descriptions will include the following information:

- a. Project identification
- b. Project scope (detailed project description and possible illustrations)
- c. Concise project purpose or objective (why the project is needed)
- d. Prerequisites, dependent, and interrelated projects
- e. Project budget
- f. Environmental processing required
- g. Funding information (AIP grant and other funding source)
- h. Special considerations (lease considerations, property acquisition requirements, known environmental mitigation requirements, and site constraints)
- i. Identification of responsibilities (key activities and when they must be completed, by agency, organization, position, or person)

#### **C.1.4.3 - Prepare Working Paper 4**

Stantec will prepare the last of four working papers. The paper will be produced in color with ample use of photos, engineering drawings (11x17" foldout), graphics and tables. Stantec will provide 10 copies of this paper to the Town for distribution to APAC members, as well as a PDF copy for possible use on the Town's website.

#### **C.1.5 - APAC Meeting**

The fourth and last APAC meeting will be held 2-3 weeks after Working Paper 4 is distributed. The purpose of this meeting is to solicit feedback from the APAC on this working paper. Stantec will present the ALP, as well as the financial and implementation plans. It is anticipated that this meeting will be held during normal town working hours.

#### **C.1.5.1.1 Minutes**

Stantec will prepare minutes of this meeting and will distribute them electronically to the Town and NHDOT.

#### **C.1.6 - Public Information Meeting 2**

The second Public Information Meetings (PIM) will be held on the same day as APAC meeting #4, at a time and location as determined by the Town. The purpose of this meeting is to provide the public with an overview of the project to date.

##### **C.1.6.1.1 Meeting Summary**

In lieu of minutes, Stantec will prepare a summary of the meeting along with a copy of the sign in sheet.

#### **C.1.7 - Comment Review**

The Town and NHDOT should review and submit written comments to Stantec on Working Paper #4. The Town should collate their comments into a single submittal to Stantec, which will then respond to the comments via email back to the Town and NHDOT. A new working paper will not be prepared. Instead, agreed upon changes will be included in the draft master plan (Phase II).

#### **C.1.8 - Appendices**

Several appendices will be prepared as part of the master plan. These include

- a. **Abbreviations, Terms and Definitions.** This is a listing of abbreviations, terms and definitions used throughout the report.
- b. **Correspondence.** This appendix will contain copies of outgoing and incoming letters to various environmental and other agencies concerning this project. The intent is to provide documentation of activity between various organizations that had or may have future dealings with possible projects.
- c. **Minutes.** Copies of meeting minutes and attendance sheets will be included in this appendix.
- d. **Wildlife Hazard Site Visit.** A copy of the Stantec letter to the Town outlining the site visit will be included in this appendix.
- e. **NPIAS Program.** Stantec will prepare a standalone report that outlines the NPIAS process and the pros and cons of a NPIAS airport.

#### **C.2 - PHASE II - PREPARE DRAFT MASTER PLAN & ALP**

Stantec will compile the four working papers and adjust, modify, change as necessary based on comments received from the Town and NHDOT to create the draft master plan. This will be a completely new document printed in full color with appropriate tables, graphs, and plans, and distributed to the Town and NHDOT for insertion in their respective project binders.

### **C.3 - TECHNICAL EDIT/REVIEW**

Prior to submission to the Town, Stantec will have the entire draft report reviewed by an independent technical editor. The purpose of the technical editor is to ensure clarity and readability of the documents.

### **C.4 - DISTRIBUTE REPORT**

Following the technical review and editing, Stantec will distribute one (1) copy to NHDOT and 10 copies to the Town for insertion in the individual 3-ring binders distributed earlier in the project. In addition, Stantec will provide the Town and NHDOT with a full size bound set of the ALP (3 to the Town and one (1) to NHDOT). In addition, Stantec will provide a PDF copy of the document to the Town to post at their discretion on the municipal website.

#### **C.4.1 - Comment Resolution**

The Town and NHDOT should provide Stantec with written comments on the draft master plan and ALP. To avoid duplication and any misunderstanding, the Town should compile comments from their respective internal members and submit them to Stantec as a single document. Stantec will review and resolve each comment, which will be incorporated into the final master plan and ALP.

### **C.5 - SUBMIT AIRPORT LAYOUT PLAN FOR APPROVAL**

#### **C.5.1 - FAA OE/AAA Submission**

Stantec will submit the ALP to the FAA's Obstruction Evaluation and Airport Airspace (OE/AAA) website to solicit comments from the FAA lines of business. This is typically a 45 day process.

#### **C.5.2 - ALP Hardcopy Submission**

Upon received of FAA acceptance of the ALP (see Task C.5), four (4) full-size paper sets of the ALP set will be printed and distributed to the Town for signature and submission to NHDOT for signature. The Town, NHDOT, FAA and Stantec will receive one (1) signed ALP set for their files. One (1) compact disk (CD) of the ALP will be sent to the Town and NHDOT in both PDF and AutoCAD formats.

The CD will not be prepared until the FAA's signed ALP is returned. It will then be scanned and included on the CD.

### **C.6 - PREPARE AND SUBMIT FINAL MASTER PLAN**

Based on reconciled comments from the draft master plan and ALP set, Stantec will prepare the final documents, in color, and bound for distribution to the Town and NHDOT. The ALP component of the report shall contain a signed version.

Twelve (12) copies of the final report will be printed, and each shall contain an electronic copy in PDF of the master plan. These shall be distributed among the Town (10 copies) and NHDOT (2).

**C.6.1 - Comment Resolution**

Not applicable.

**TASK D - EXHIBIT A PROPERTY MAP**

A grant agreement with the FAA requires the airport Town to prepare and maintain a current Property Inventory Map (Exhibit 'A') of airport owned land.

**D.1 - PREPARE EXHIBIT 'A'**

Stantec will prepare a new Exhibit A Property Map using data collected earlier in the project (see Task B.1.5) will be used to prepare an FAA Exhibit 'A' Property Map. This will not be a property survey, but rather a compilation of deed descriptions that make up the airport property.

Stantec will prepare the Exhibit 'A' in accordance with AC 150/5100-17 to conform to standard drafting requirements and at a minimum will contain the following:

- a. Identification of the airport property boundary.
- b. All property parcels of the entire airport will be shown and numbered. In addition, parcels that were once airport property, if any, will also be shown.
- c. It will show and/or directly reference parcel information including: Grantee (selling owner), type of interest acquired, and acreage, public land record references such as book & page, and date of recording.
- d. Show runway protection zones, runway configurations, and building restriction lines.
- e. Show magnetic and true north arrows per standard drafting practices.

**D.2 - SUBMIT DRAFT FOR REVIEW**

The Exhibit 'A' draft will be submitted to the Town, NHDOT, and FAA for review and comment.

**D.2.1 - Revise Draft**

Stantec will revise the Exhibit A based on comments received in Task D.2.

**D.3 - SUBMIT FINAL EXHIBIT 'A'**

Agreed upon changes will be made and a revised Plan will be resubmitted to each agency. In addition, a copy of the Exhibit 'A' will be included in the master plan as part of the ALP set.

*End of Scope*