



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

August 9, 2013
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 City of Keene, NH (Vendor Code 177417), for SBG-08-11-2013, to conduct an environmental assessment of obstructions to the Runway 20 approach surfaces at the Dillant-Hopkins Airport in Keene, NH. State and Federal participation in the amount of \$145,350.00 is effective upon Governor and Council approval through October 31, 2017. 94.74% Federal Funds, 5.26% General Funds.

Table with 2 columns: Funding description and FY 2014 amount. Rows include FAA Projects and Bonded Expenses for two different project codes, and a Total row.

EXPLANATION

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

Table with 2 columns: FAA Grant Number and FAA Grant Amount. Row: 3-33-SBGP-18-2013, \$4,102,793.00

A total of \$137,700.00 (or 90% of the project cost) is proposed from the grant listed above for this airport planning project (SBG-08-11-2013 copy attached), to conduct an environmental assessment of obstructions to the Runway 20 approach surfaces at the Dillant-Hopkins Airport in Keene, NH. It has been determined that there are obstructions at the approach end of Runway 20. Alternatives will be developed based upon historical documentation and the current FAA Advisory Circulars. The feasibility

study process will take into account the engineering, planning, airport vision, community impacts and public opinions.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Keene in accordance with RSA 422:15. The City of Keene will participate in the amount of \$7,650.00 (5% of this project). State participation in the amount of \$7,650.00 (5% of this project) is also requested. The total cost of the airport development project is \$153,000.00.

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.

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2011 253:1 XIV-A and 2009, 145:1, XII-A, 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/tls1



U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

**GRANT AGREEMENT**  
**Part 1 - Offer**

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Date of Offer: July 17, 2013

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-018-2013

DUNS No.: 80-859-1697

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 23, 2013,  
for a grant of Federal funds for a project at or associated with the State of New Hampshire  
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein  
and made a part hereof; and

**WHEREAS**, the FAA has approved a project for the Airport (herein called the "Project")  
consisting of the following:

New Hampshire State Block Grant Program (FY2013),  
all as more particularly shown in the project application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of such costs.

The Offer is made on and subject to the following terms and conditions:

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$4,102,793.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$4,102,793.00	for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall 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 August 19, 2013, or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall 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 project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall 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 sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not 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.

9. Buy American Requirement: Unless otherwise approved by the FAA, 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. **Central Contractor Registration and Universal Identifier Requirements:**

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository 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 CCR Internet site (currently at <http://www.ccr.gov>).
2. 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 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, 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 for land projects.

13. **ELECTRONIC GRANT PAYMENT(S)**: The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

**a. Grant Recipient Requirements.**

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

**b. System User Access.**

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:  
DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125
- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

**c. Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30,

room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001,  
DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management  
will confirm or deny the request within approximately 30 days.

- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy  
invoices directly to:

DOT/FAA  
PO Box 25082  
AMZ-110  
Oklahoma City, OK 73125

14. Trafficking Persons:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and  
subrecipients' employees may not-

- i. Engage in severe forms of trafficking in persons during the period of time  
that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in  
effect; or
- iii. Use forced labor in the performance of the award or subawards under the  
award.

2. We as the Federal awarding agency may unilaterally terminate this award, without  
penalty, if you or a subrecipient that is a private entity -

- i. Is determined to have violated a prohibition in paragraph a.1 of this award  
term; or
- ii. Has an employee who is determined by the agency official authorized to  
terminate the award to have violated a prohibition in paragraph a.1 of this award term  
through conduct that is either- February 19, 2008.

3. A. Associated with performance under this award; or B. Imputed to you or the  
subrecipient using the standards and due process for imputing the conduct of an individual  
to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on  
Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at  
49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal  
awarding agency may unilaterally terminate this award, without penalty, if a subrecipient  
that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this  
award term; or

2. Has an employee who is determined by the agency official authorized to terminate  
the award to have violated an applicable prohibition in paragraph a.1 of this award term  
through conduct that is either--

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing  
the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB  
Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as  
implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source  
alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this  
section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000  
(TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to  
us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any  
subaward you make to a private entity.

15. It is understood and agreed that all sub-grants issued under this block grant agreement will be in accordance with the federal participation rate of up to 90%.

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 Title 49 U.S.C., constituting the contractual obligations and rights of the United States 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 be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

Bryant Rell  
Title: Manager, Airports Division,  
ACTIVE New England Region

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.

Executed this 18th day of July, 2013.

State of New Hampshire

[Signature]  
Signature of Sponsor's Designated Official Representative

Patrick C. Herlihy  
Typed Name of Sponsor's Designated Official Representative

Director  
Typed Title of Sponsor's Designated Official Representative

(SEAL)

Attest: [Signature]  
J. THOMAS MANSEAU, Notary Public  
Title: My Commission Expires November 17, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Brian Buonamano, 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 Concord NH this 24 day of July, 2013

[Signature]  
Signature of Sponsor's Attorney





New Hampshire Department  
of Transportation  
Bureau of Aeronautics

GRANT AGREEMENT  
PART I – OFFER

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July 24, 2013

\_\_\_\_\_  
Date of Offer

Dillant-Hopkins Airport

\_\_\_\_\_  
Airport Name/Planning Area

SBG-08-11-2013

\_\_\_\_\_  
Project No.

08-340-6355

\_\_\_\_\_  
DUNS No.

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

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

**WHEREAS**, the Sponsor has submitted to the State a Project Application dated June 24, 2013 for a grant of federal and state funds for a project at or associated with the Dillant-Hopkins Airport, which Project Application, as approved by the State, is hereby incorporated herein and made a part hereof; and

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

Conduct Environmental Assessment of Obstructions to the Runway 20 Approach Surface  
all as more particularly described in the Project Application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, 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 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, as the United States' and State's shares of the allowable costs incurred in accomplishing the Project, 95 per centum thereof.

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

### **CONDITIONS**

1. The maximum obligation of the United States and State payable under this Offer shall be \$145,350.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligations of the United States and State under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$145,350.00 for planning

\$0.00 for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States' and State's shares of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the State shall prescribe. Final determination of the United States' and State's shares 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 shares of costs.

4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the United States Secretary of Transportation shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. This offer shall expire and the United States and the State shall 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 August 23, 2013 or such subsequent date as may be prescribed in writing by the State.

7. The Sponsor shall 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" mean funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other State grant agreement. It shall obtain the approval of the State as to any determination of the amount of the Federal and State shares of such funds. It shall return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. It shall 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 shall be approved in advance by the State.

8. 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. The Sponsor shall defend,

indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Sponsor. 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. 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 or 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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, RSA 31:95-b.

**15. Central Contractor Registration and Universal Identifier Requirements:**

**A. Requirement for Central Contractor Registration (CCR)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**B. Requirement for Data Universal Numbering System (DUNS) Numbers**

If you are authorized to make subawards under this award, you:

- 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. *Definitions*

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository 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 CCR Internet site (currently at <http://www.ccr.gov>).
2. 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 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

16. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

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**



Patrick C. Herlihy  
Director  
Division of Aeronautics, Rail & Transit

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

8/20/13  
Dated

By:   
Assistant Attorney General

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

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary of State

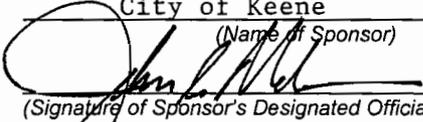
Title: \_\_\_\_\_

**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.

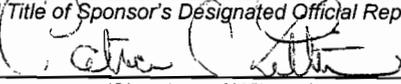
Executed this 29th day of July, 2013.

(SPONSOR'S SEAL)

City of Keene  
(Name of Sponsor)  
  
(Signature of Sponsor's Designated Official Representative)

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

Title: City Manager  
(Typed Title of Sponsor's Designated Official Representative)

Attest:   
(Signature of Witness)

Title: Patricia A. Little, City Clerk  
(Typed Title of Witness)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Leon I. Goodwin III, 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 \_\_\_\_\_ this 29th day of July, 2013.

By:   
(Signature of Sponsor's Attorney)

**CERTIFICATE OF VOTE**

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

I do further certify that John A. MacLean is the City Manager of the sponsor's governing body and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for and on behalf of the sponsor's governing body any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council on the following date: July 18, 2013.

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

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the City of Keene on this 30<sup>th</sup> day of July, 2013.

A handwritten signature in cursive script, appearing to read "Patricia Little", written over a horizontal line.

Patricia A. Little, City Clerk

**NOTARY STATEMENT**

As Notary Public and/or Justice of the Peace, registered in the State of New Hampshire, county of Cheshire, upon this date, July 30, 2013, appeared before me, Terri M. Hood, the above signed officer personally appeared Patricia A. Little, who acknowledged herself to be the City Clerk of the City of Keene, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the municipality of the City of Keene, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

*Terri M. Hood*

Terri M. Hood

Date of Expiration: 10/26/2016



**ace usa**

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

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

July 31, 2013

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**

**CERTIFICATE OF INSURANCE (PAGE 1 of 2)**

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

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

**DESCRIPTIVE SCHEDULE**

**Named Insured:** City of Keene  
**Address:** 3 Washington Street, Keene, New Hampshire 03431  
**Policy Number:** AAP N00978474 010  
**Policy period:** From: July 1, 2013 To: July 1, 2014 (both dates at 12.01 a.m. LST)  
**Location:** EEN Dillant-Hopkins Airport  
**Type:** Airport Owners and Operators Liability Insurance  
**Limits of insurance:** Bodily Injury, Personal Injury and Property Damage combined \$10,000,000 each occurrence/offense, subject to the following limitations:  
Products-Completed Operations Aggregate Limit..... \$10,000,000  
Personal Injury and Advertising Injury Aggregate Limit . \$10,000,000  
Malpractice Aggregate Limit ..... \$10,000,000  
Hangarkeepers Limit Any One Occurrence ..... \$250,000  
Hangarkeepers Limit Any One Aircraft.. \$500,000  
**Deductible:** \$1,000 each loss, applicable to Hangarkeepers coverage only.

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

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



ace usa

July 31, 2013

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

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

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

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

By \_\_\_\_\_  
Jerry Ruth  
(Authorized Representative)





**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\*2. Type of Application

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s): **RECEIVED**

\*Other (Specify)  
\_\_\_\_\_

**JUN 27 2013**

**NH AERONAUTICS**

\*3. Date Received:

4. Applicant Identifier:

NH SBG-08-11-2013

5a. Federal Entity Identifier:

\*5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: City of Keene, NH

\*b. Employer/Taxpayer Identification Number (EIN/TIN):  
02-6000441

\*c. Organizational DUNS:  
088-340-6355

**d. Address:**

\*Street 1: Dillant-Hopkins Airport

Street 2: 80 Airport Road

\*City: Keene

County: Cheshire

\*State: NH

Province: \_\_\_\_\_

\*Country: USA

\*Zip / Postal Code 03430

**e. Organizational Unit:**

Department Name:

Division Name:

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

Prefix: Mr. \*First Name: Edward

Middle Name: J.

\*Last Name: Mattern

Suffix: \_\_\_\_\_

Title: Airport Director

Organizational Affiliation:

\*Telephone Number: 603-357-9835

Fax Number: 603-639-7169

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

**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:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

FAA

**11. Catalog of Federal Domestic Assistance Number:**

20.106 \_\_\_\_\_

CFDA Title:

Airport Improvement Program

**12. Funding Opportunity Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

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

Keene, NH; Swanzey, NH

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

Runway 20 Approach - Engineering Study, Airspace Analysis, Clearing Limits Definitions and Environmental Assessment

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: NH District 2

\*b. Program/Project: NH District 2

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

**17. Proposed Project:**

\*a. Start Date: 7/16/2013

\*b. End Date: 09/10/14

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

*a. Federal	_____	\$137,700.00	✓
*b. Applicant	_____	\$7,650.00	✓
*c. State	_____	\$7,650.00	✓
*d. Local	_____		
*e. Other	_____		
*f. Program Income	_____		
*g. TOTAL	_____	\$153,000.00	✓

**\*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 6/21/2013.
- 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.)**

- Yes
- No

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

\*\* I AGREE

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

**Authorized Representative:**

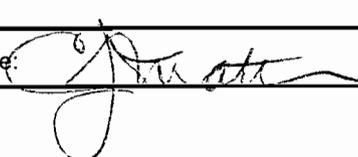
Prefix: Mr. \_\_\_\_\_ \*First Name: Edward \_\_\_\_\_  
Middle Name: J. \_\_\_\_\_  
\*Last Name: Mattern \_\_\_\_\_  
Suffix: \_\_\_\_\_

\*Title: Airport Director

\*Telephone Number: 603-357-9835

Fax Number: 603-639-7169

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

\*Signature of Authorized Representative: 

\*Date Signed: 6/24/13

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

## PART II PROJECT APPROVAL INFORMATION SECTION A

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

## PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has a current approved Airport Master Plan Update and Airport Layout Plan displaying the vicinity of the airport that found no unreasonable or incompatible land use.

2. **Defaults.** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

No exceptions taken.

3. **Possible Disabilities.** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

No exceptions taken.

4. **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. No exceptions taken.

5. **Consideration of Local Interest.** – It has given fair consideration to the interest of communities in or near where the project may be located. No exceptions taken.

6. **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. No exceptions taken.

7. **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. Not applicable to this project.

8. **Air and Water Quality Standards.** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. Not applicable to this project.

**PART II – SECTION C (CONTINUED)**

9. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

No exceptions taken.

10. Land. – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

No exceptions taken.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Not applicable to this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Not applicable to this project.

*\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

## PART III – BUDGET INFORMATION – CONSTRUCTION

## SECTION A – GENERAL

1. Federal Domestic Assistance Catalog No. 20-106
2. Functional or Other Breakout

## SECTION B - CALCULATION OF FEDERAL GRANT

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 10,717.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			142,283.00
5. Other architectural engineering fees			
6. Project inspection fees			0.00
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			0.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			153,000.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			153,000.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			153,000.00
20. Federal Share requested of Line 19			0.00
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)			137,700.00
23. Grantee share			7,650.00
24. Other shares			7,650.00
25. Total project (Lines 22, 23, & 24)	\$	\$	\$153,000.00



**PART IV  
PROGRAM NARRATIVE**

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT:** Runway 20 Approach - Engineering Study, Airspace Analysis, Clearing Limits Definitions and Environmental Ass

**AIRPORT:** Dillant-Hopkins Airport, Keene NH

**1. Objective:**

The objective is based on the Runway 20 Approach - Engineering Study, Airspace Analysis, Clearing Limits Definitions and Environmental Assessment at Dillant-Hopkins Airport, Keene, NH. The Engineering Study will address the feasibility of moving the runway, the PAPI and the threshold for Runway 20 to the south. In addition it will address other questions/alternatives as selected by the City. The engineers will review historical documentation, the alternatives and the current FAA Advisory Circulars to determine the design/planning consequences of the questions/alternatives. This study will then layout the feasibility, approximate cost, community impacts, and a professional opinion on noise.

**2. Benefits Anticipated:**

The feasibility study process takes into account the engineering planning, airport vision, community impacts and public opinions, it ensures that there is strong consensus for future constructability. The study tests the validity of the projects around runway 20. It helps determine whether the community understands the importance of the proposed projects, whether it is in compliance with environmental regulations, or whether it is constructible. The study presents the cases which will be determined by stakeholders. The stakeholders group will include local residents potentially impacted by obstruction removal activities, representatives from the airport and the City of Keene, interested parties, and members of Stantec staff.

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

This project will include presenting the engineering study, airspace analysis, clearing limits and definitions and environmental assessment necessary to present runway 20 improvements.

**4. Geographic Location:**

The airport is located in the Town of Swanzey, Cheshire County, New Hampshire, near the southwestern New Hampshire border with Vermont and Massachusetts. The airport is bounded by Airport Road to the north, State Route 32 to the east and south, and Ashuelot River to the west.

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

**6. Sponsor's Representative:** (incl. address & tel. no.)

Mr. Edward J. Mattern, Airport Director  
Dillant-Hopkins Airport  
80 Airport Road  
Keene, NH 03430

APPLICATION FOR FEDERAL ASSISTANCE  
DILLANT-HOPKINS AIRPORT  
KEENE, NEW HAMPSHIRE

RUNWAY 20 APPROACH - ENGINEERING STUDY,  
AIRSPACE ANALYSIS, CLEARING LIMITS  
DEFINITIONS AND ENVIRONMENTAL ASSESSMENT

PART IV - PROGRAM NARRATIVE

June 2013

PROJECT OBJECTIVES

Obstructions to the 20:1 visual approach and PAPI OCS surface have been identified for the approach to Runway 20 at Dillant-Hopkins Airport. These obstructions are located on both airport owned land and private land. The last obstruction data collected for the airport in 2004. The objective of this project are as follows:

- Collect new obstruction data as the existing data is almost 10 years old.
- Determine the extent of the obstructions via an airspace analysis.
- Study any alternatives possible for not removing the obstructions (moving the runway, shortening the runway etc).
- Prepare an Environmental Assessment.
- Work with the local community to gain their support for the outcomes of the above study and EA process.
- Prepare an obstruction clearing plan (if needed)

PROJECT BENEFITS

At the end of the project the airport will have a clear direction with respect to how to correct the obstruction issue for the Runway 20 approach.

PROJECT APPROACH

This project will include presenting the engineering study, airspace analysis, clearing limits and definitions and environmental assessment necessary to present runway 20 improvements.

The following is the schedule and costs for the project:

*Project Schedule*

Scoping and Grant Administration.....	October 2012
Data Collection .....	July 2013 thru August 2013
Engineering Study .....	August-September 2013
EA.....	August – December 2013

*Project Costs*

Admin Expenses	\$10,717.00
Engineering/EA	\$142,283.00
Total	\$153,000.00

PROJECT LOCATION

The airport is located in the City of Keene, Cheshire County, New Hampshire, near the southwestern New Hampshire border with Vermont and Massachusetts. The airport is bounded by Airport Road to the north, State Route 32 to the east and south, and Ashuelot River to the west.

ENVIRONMENTAL ISSUES

An Environmental Assessment (EA) will be conducted to assess potential impacts by reviewing the results of the airspace analysis to determine the extent of vegetative obstructions to protected airspace at the airport. Data obtained from the airspace analysis shall be used to develop project alternatives identified within the EA. The EA will include discussion of geographic location, the plant communities present, wildlife habitat, soils, unique natural features, current land use(s), locally sensitive receptors, etc. This narrative will also consider impacts of past and future development plans upon the affected environment.

This project is categorically excluded from further review under NEPA per FAA Order 1050.1E, paragraph 307o. In addition, there are no extraordinary circumstances per paragraph 304.

USER COORDINATION

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

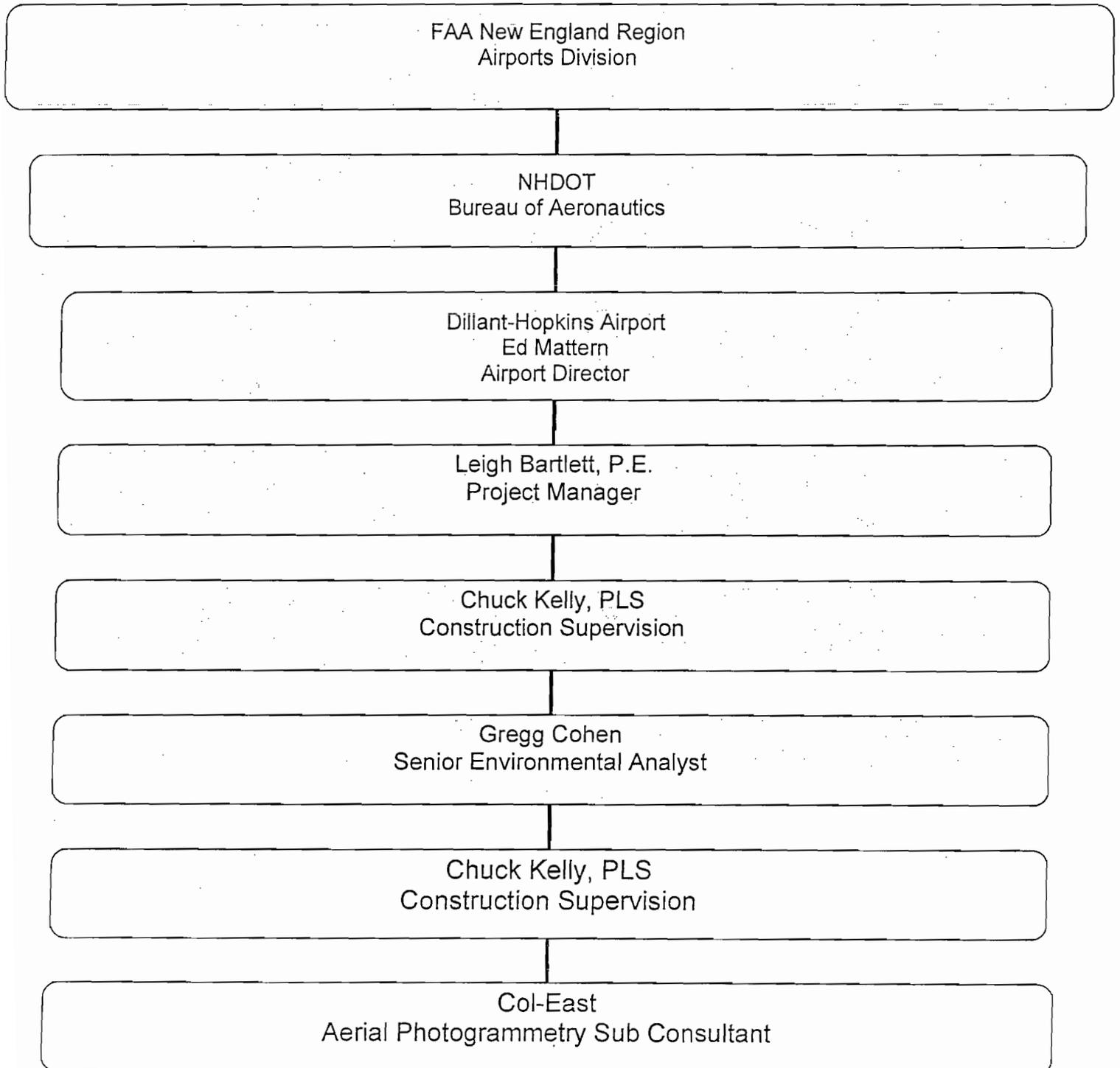
The City of Keene has an approved and current DBE program on file with the FAA/Civil Rights Division. The City of Keene has established an overall goal of 3.5% percent for DBE participation for all federally funded projects in FAA fiscal year 2013. At the end of FY 2013, the City will submit DOT Form 4630 to the FAA/Civil Rights Division to report its FY 2013 DBE accomplishments.

INTERGOVERNMENTAL COORDINATION (EXECUTIVE ORDER 12372)

A copy of the federal grant application has been forwarded to the New Hampshire Office of Energy and Planning and the U.S. Fish and Wildlife Service to be reviewed under Executive Order 12372. Per the agreement between NHDOT and the New Hampshire Division of Historical Resources (for compliance with Section 106 of the National Historic Preservation Act) a copy of the grant application has not been forwarded per the agreement that the project the project is in the category which includes airport master plans, environmental assessments, noise studies, and other planning studies. The clearinghouse review comments will be distributed to the NHDOT upon their receipt. The review comments will be kept on file by the airport manager and will be addressed in the project where appropriate.

Dillant-Hopkins Municipal Airport  
Runway 20 Approach – Engineering Study, Airspace Analysis, Clearing Limits Definition  
and Environmental Assessment  
SBG 08-11-2013

Project Organization Chart



JUNE 2013

NOTICE TO AIRPORT USERS

THE CITY OF KEENE, NEW HAMPSHIRE, HAS APPLIED FOR A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) TO FUND A PROJECT AT DILLANT-HOPKINS AIRPORT. THIS PROJECT IS CONSIDERED IMPORTANT FOR IMPROVED SERVICEABILITY AND ENHANCED SAFETY AT THE AIRPORT.

THE PROJECT UNDER CONSIDERATION IS:

**RUNWAY 20 APPROACH – ENGINEERING STUDY,  
AIRSPACE ANALYSIS, CLEARING LIMITS  
DEFINITIONS AND ENVIRONMENTAL  
ASSESSMENT**

QUESTIONS OR CONCERNS SHOULD BE ADDRESSED TO:

MR. EDWARD MATTERN  
80 AIRPORT ROAD  
KEENE, NH 03431-4455  
TEL: (603) 357-9835

FIGURE 1



**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.

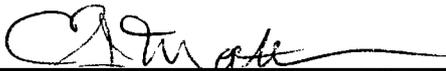
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

City of Keene

*(Name of Sponsor)*



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

Edward J. Mattern

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

Airport Director

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

6/24/13

*(Date)*



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

City of Keene

Dillant-Hopkins Airport

SBG-08-11-2013

*(Sponsor)**(Airport)**(Project Number)*

Runway 20 Approach - Engineering Study, Airspace Analysis, Clearing Limits Definitions and Environmental Assessment  
*(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.

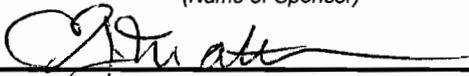
	Yes	No	N/A
1. Solicitations were <del>(will be)</del> made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were <del>(will be)</del> selected using competitive procedures based on qualifications, 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 <del>(will be)</del> 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 <del>(will be)</del> obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts clearly establish <del>(will establish)</del> 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 <del>(will be)</del> clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Mandatory contract provisions for grant-assisted contracts have been <del>(will be)</del> 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 <del>(will not be)</del> used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/> wp 7-3-13	<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.

City of Keene

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Edward J. Mattern

(Typed Name of Sponsor's Designated Official Representative)

Airport Director

(Typed Title of Sponsor's Designated Official Representative)

6/24/13  
(Date)

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
PROJECT PLANS AND SPECIFICATIONS**

City of Keene

Dillant-Hopkins Airport

SBG-08-11-2013

*(Sponsor)*

*(Airport)*

*(Project Number)*

Runway 20 Approach - Engineering Study, Airspace Analysis, Clearing Limits Definitions and Environmental Assessment

*(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). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

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.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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.

City of Keene

\_\_\_\_\_  
*(Name of Sponsor)*

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

Ed Mattem

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

Airport Director

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

\_\_\_\_\_  
*(Date)*

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
EQUIPMENT/CONSTRUCTION CONTRACTS

City of Keene

*(Sponsor)*

Dillant-Hopkins Airport

*(Airport)*

SBG-08-11-2013

*(Project Number)*

Runway 20 Approach - Engineering Study, Airspace Analysis, Clearing Limits Definitions and Environmental Assessment

*(Work Description)*

Title 49, United States Code (USC), 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 equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

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.

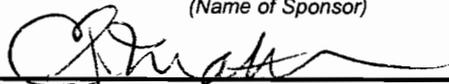
	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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.

City Of Keene

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Edward J Mattern

(Typed Name of Sponsor's Designated Official Representative)

Airport Director

(Typed Title of Sponsor's Designated Official Representative)

6/24/13  
(Date)

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

City of Keene

Dillant-Hopkins Airport

SBG-08-11-2013

(Sponsor)

(Airport)

(Project Number)

Runway 20 Approach - Engineering Study, Airspace Analysis, Clearing Limits Definitions and Environmental Assessment

(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 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.

	Yes	No	N/A
1. A statement has been <del>(will be)</del> 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 <del>(will be)</del> 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 <del>(will be)</del> given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; 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"/>

4  
3-13  
I have prepared documentation attached hereto with site(s) for performance of work (Dillant Hopkins Airport and Forbush Hill, Swanzey New Hampshire, and Stantec Consulting's office at 482 Payne Road, Scarborough, ME 04074). 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.

City of Keene

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Edward J. Mattern

(Typed Name of Sponsor's Designated Official Representative)

Airport Director

(Typed Title of Sponsor's Designated Official Representative)

6/24/13

(Date)



**FAA  
Airports**

## **Grant 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, 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.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

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

#### **Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<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. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

#### **Executive Orders**

Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>  
Executive Order 11990 - Protection of Wetlands  
Executive Order 11998 – Flood Plain Management  
Executive Order 12372 - Intergovernmental Review of Federal Programs  
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New  
Building Construction<sup>1</sup>  
Executive Order 12898 - Environmental Justice

### **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 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>
- f. 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>
- g. 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>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 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.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 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.

- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

**Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<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 OMB Circular A-87 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.

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.

**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. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
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 comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where 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.

**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 April 16, 2013 (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.** (1) 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. (2) 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. (3) 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 recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 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 1986 (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.

