



Victoria F. Sheehan  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Aeronautics  
October 29, 2015

**REQUESTED ACTION**

Authorize the Department of Transportation to provide funding to the City of Keene, NH (Vendor Code 177417), for SBG-08-14-2015, to acquire snow removal equipment (SRE) at the Dillant-Hopkins Airport in Keene, NH. State and Federal participation in the amount of \$541,320.60 is effective upon Governor and Council approval through November 30, 2019. 90% Federal Funds, 5% General Funds, 5% Local Funds.

Funding is available as follows:	<u>FY 2016</u>
04-96-96-960030-7976	
FAA Projects	
034-500160 Major Equipment	\$512,830.00
04-96-96-960030-1789	
FAA Projects	
034-500160 Major Equipment	\$ 28,490.60

**EXPLANATION**

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

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

A total of \$512,830.00 (or 90% of the project cost) is proposed from the grant listed above for this airport development project (SBG-08-14-2015, copy attached), to acquire snow removal equipment (SRE) at the Dillant-Hopkins Airport in Keene, NH. The airport is required to be open 24 hours a day, 365 days a year, in all weather conditions, including snow storms. The airport proposes to replace a 20-year old rotary snow plow that is at the end of its useful life. Due to its age, the equipment has required frequent repairs and it is difficult to find the necessary parts to properly maintain the equipment.

The cost breakdown of this project is as follows:

Sponsor Administration	\$ 5,000.00
Equipment (Team Eagle, LTD)	<u>\$ 564,812.00</u>
Total	\$ 569,812.00

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 \$28,491.40 (5% of this project). State participation in the amount of \$28,490.60 (5% of this project) is also requested. The total cost of the airport development project is \$569,812.00.

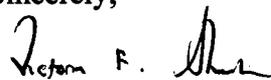
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent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

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2009 145:1, XII-A, and 2013 195:1 XVI-A.1 Capital Budget.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachment  
VFS/tls1



U.S. Department  
of Transportation  
Federal Aviation  
Administration

AVIATION BLOCK GRANT PROGRAM  
GRANT AGREEMENT  
PART I – OFFER

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Date of Offer JUL 27 2015

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Block Grant Number n/a

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AIP Grant Number 3-33-SBGP-021-2015

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DUNS Number 808591697

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

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

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

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

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

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

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

**CONDITIONS**

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

- 8. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
- 9. Required Federal Provisions. The State agrees that all subgrants will include the required federal contract provisions.

**10. Nonprimary Entitlement Funds.**

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

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

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

**11. State Apportionment.**

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

**12. Trafficking In Persons.**

- A. **Prohibitions:** The prohibitions against trafficking in persons (Prohibitions) that apply to private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) or any entity other than a State, a local government, an Indian tribe, or a foreign public entity are:
  - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

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

**13. Ban on Texting While Driving.**

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

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

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

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

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

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

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

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

**18. Reporting Subgrants and Executive Compensation.**

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

- (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
  - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The State must report its executive total compensation:
- a. As part of the State's registration profile at <http://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
- a. In the subrecipient's preceding fiscal year, the subrecipient received—
    - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
    - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
    - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The subrecipient must report subrecipient executive total compensation:
- a. To the State.

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

D. Exemptions

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

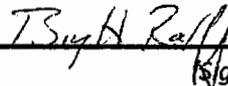
- 1. Subgrants, and
- 2. The total compensation of the five most highly compensated executives of any subrecipient.

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

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

**Mr. Bryon H. Rakoff**

*(Typed Name)*

**Acting Manager, Airports Division**

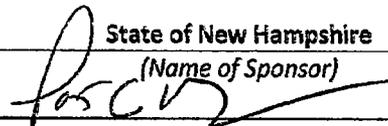
*(Title)*

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

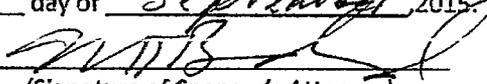
Executed this 8th day of September, 2015.

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

CERTIFICATE OF STATE'S ATTORNEY

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

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

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

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

# Bid Canvass

PURCHASE SNOW-REMOVAL EQUIPMENT (SRE)  
 ROTARY SNOW PLOW AND CARRIER VEHICLE

Dillant-Hopkins Airport  
 Keene, New Hampshire  
 NHDOT Project No.: SBG 08-14-2015  
 City Project No.: 01-15-31



Bid Opening: Wednesday, June 24, 2015 at 10:00 a.m. local time

Description of Item	Unit	Quantity	City's Estimate of Cost		Milton Cat		H.P. Fairfield, LLC		Team Eagle Ltd.	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Heavy-duty, high-speed, 4x4 selectable all-wheel drive, two-engine design, class V rotary plow with a cab-forward chassis	each	1	\$575,000.00	\$575,000.00	No Bid	No Bid	\$545,905.00	\$545,905.00	\$564,812.00	\$564,812.00

*Note: H.P. Fairfield, LLC's bid included 37 bid deficiencies; Team Eagle, Ltd's bid included no bid deficiencies and was determined to be the lowest qualified, responsible, and responsive bidder by the airport sponsor.*



New Hampshire Department  
of Transportation  
Bureau of Aeronautics

**GRANT AGREEMENT**

**PART I – OFFER**

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Date of Offer	<u>September 10, 2015</u>
Airport/Planning Area	<u>Dillant-Hopkins Airport</u>
AIP Grant Number	<u>SBG 08-14-2015</u>
DUNS Number	<u>08-340-6355</u>
<b>TO:</b>	<u>City of Keene, New Hampshire</u> (herein called the "Sponsor")
<b>FROM:</b>	<u>The State of New Hampshire</u> (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 29, 2015, for a grant of Federal and State funds for a project at or associated with the Dillant-Hopkins Airport, which as approved by the State, is hereby included as part of this Grant Agreement; and

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

Acquire Snow-Removal Equipment (rotary snow plow)

which is more fully described in the Project Application.

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

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

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

## CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is \$541,320.60.  
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
  - \$0.00 for planning
  - \$541,320.60 for airport development or noise program implementation
  - \$0.00 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable under the Act.
3. **Determining the Final Federal and State Share of Costs.** The United States' and State's share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' and State's share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal and State share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before October 9, 2015, or such subsequent date as may be prescribed in writing by the State.
7. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms "Federal funds" and "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State shares of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.
8. **United States and State Not Liable for Damage or Injury.** Neither the United States nor the State shall be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be

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

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

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

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

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

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

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

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

**14. Buy American.** Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

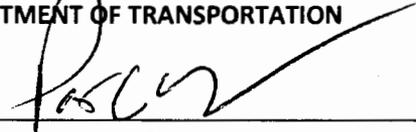
15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States and the State, as stated in Condition No. 1 of this Grant Offer:
  - A. may not be increased for a planning project;
  - B. may be increased by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

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

26. **Public Meeting.** By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.
27. **ARFF and SRE EQUIPMENT AND VEHICLES:** The Sponsor agrees that it will:
- 1) house and maintain the equipment in a state of operational readiness on and for the airport;
  - 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - 3) restrict the vehicle to on-airport use only;
  - 4) restrict the vehicle to the use for which it was intended; and
  - 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
28. **EQUIPMENT OR VEHICLE REPLACEMENT:** The Sponsor and the State agree that the Fair Market Value of equipment being replaced by this project is less than \$5,000, and that reimbursement to the FAA for the value of the replaced equipment to reduce the total project costs is not required.
29. **EQUIPMENT ACQUISITION:** The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
30. **PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:** The State and the Sponsor agree that the State approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA and the State of any limitations to competition within the project;
  - 2)The State's acceptance of a Sponsor's certification does not limit the State from reviewing appropriate project documentation for the purpose of validating the certification statements;
  - 3) if the State determines that the Sponsor has not complied with their certification statements, the State will review the associated project costs to determine whether such costs are allowable under AIP.

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



(Signature)

Patrick C. Herlihy

(Typed Name)

Director, Division of Aeronautics, Rail & Transit

(Title)

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

Dated:

11/5/15

By:



Assistant Attorney General

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

Dated:

By:

Secretary of State

Attest:

(Title)

**PART II - ACCEPTANCE**

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>  
Executed this 6<sup>th</sup> day of October, 2015.

City of Keene  
(Name of Sponsor)

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

By: Medard Koczynski  
(Typed Name of Sponsor's Designated Official Representative)

Title: Acting City Manager  
(Title of Sponsor)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

Thomas P. Collins acting as Attorney for the Sponsor do hereby certify:

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

Dated at Keene this 7<sup>th</sup> day of October, 2015.

By: [Signature]  
(Signature of Sponsor's Attorney)

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

CERTIFICATE OF VOTE

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

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

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

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



Signature

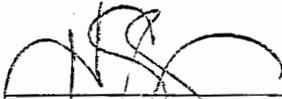
SEAL



Title

NOTARY STATEMENT

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



---

Signature of Notary

Heather Fitz-Simon  
Name of Notary

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

---

Date of Expiration of Commission



**ace usa**

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

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

October 1, 2015

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**

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

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

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

**DESCRIPTIVE SCHEDULE**

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

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

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



ace usa

October 1, 2015

**ACE PROPERTY & CASUALTY INSURANCE COMPANY**

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

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

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

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

By \_\_\_\_\_

Jerry Ruth  
(Authorized Representative)

**Application for Federal Assistance SF-424**

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter - Select One -  * Other (Specify)	<b>RECEIVED</b>  JUL - 1 2015  NH AERONAUTICS
---	---	---	---

* 3. Date Received:	4. Application Identifier: SBG-08-14-2015
---------------------	--

5a. Federal Entity Identifier: SBG-08-14-2105	* 5b. Federal Award Identifier:
--	---------------------------------

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

**8. APPLICANT INFORMATION:**

\* a. Legal Name: City of Keene

* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000441	*c. Organizational DUNS: 083406355
---	---------------------------------------

**d. Address:**

\* Street1: 80 Airport Road  
Street 2:  
\* City: Keene  
County: Cheshire  
\* State: New Hampshire  
Province:  
Country: \*Zip/ Postal Code: 03431

**Organizational Unit:**

Department Name: Airport Department	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) 283-5651

\* 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:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

City of Keene, Town of Swanzey, Cheshire County, New Hampshire

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

Snow Removal Equipment Acquisition

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**  
\*a. Applicant: 2nd \*b. Program/Project: 2nd

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

**17. Proposed Project:**  
\*a. Start Date: 07/01/2015 \*b. End Date: 05/01/2016

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

*a. Federal	512,830.80	✓
*b. Applicant	28,490.60	✓
*c. State	28,490.60	✓
*d. Local		
*e. Other		
*f. Program Income		
*g. TOTAL	569,812.00	✓

*use: FAA = \$512,830.00  
NHDOT = \$28,490.60  
city = \$28,491.40  
Σ = \$569,812.00*

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

a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372

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

Yes  No

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

\*\* I AGREE

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

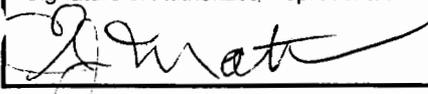
**Authorized Representative:**

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

\*Title: Airport Director

\*Telephone Number: (603) 357-9835 Fax Number: (603) 283-5651

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

\*Signature of Authorized Representative:  \*Date Signed: 06/29/2015

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

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

## Application for Federal Assistance (Development Projects)

### PART II – PROJECT APPROVAL INFORMATION

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

**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:

Land use compatibility is addressed in the 2003 Airport Master Plan Update.

**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:

None

**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 the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**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.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

N/A

**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 which project is proposed.

Yes - See attached.

**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.

N/A

**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 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.

N/A

**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:

None

**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":

N/A

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":

N/A

(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"

N/A

\*State the 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**

<b>SECTION A – GENERAL</b>			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: _____			
<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$ 5,000.00	\$ 5,000.00
2. Preliminary expense			0.00
3. Land, structures, right-of-way			0.00
4. Architectural engineering basic fees			0.00
5. Other Architectural engineering fees			0.00
6. Project inspection fees			0.00
7. Land development			0.00
8. Relocation Expenses			0.00
9. Relocation payments to Individuals and Businesses			0.00
10. Demolition and removal			0.00
11. Construction and project improvement			0.00
12. Equipment		564,812.00	564,812.00
13. Miscellaneous			0.00
14. Total (Lines 1 through 13)	0.00	569,812.00	569,812.00
15. Estimated income (if applicable)			0.00
16. Net Project Amount (Line 14 minus 15)	0.00	569,812.00	569,812.00
17. Less: Ineligible Exclusions			0.00
18. Add: Contingencies			0.00
19. Total Project Amt. (Excluding Rehabilitation Grants)	0.00	569,812.00	569,812.00
20. Federal Share requested of Line 19		512,830.80	512,830.80
21. Add Rehabilitation Grants Requested (100 Percent)			0.00
22. Total Federal grant requested (lines 20 & 21)	0.00	512,830.80	512,830.80
23. Grantee share		28,490.60	28,490.60
24. Other shares		28,490.60	28,490.60
25. Total Project (Lines 22, 23 & 24)	\$ 0.00	\$ 569,812.00	\$ 569,812.00

<b>SECTION C – EXCLUSIONS</b>		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. <b>Totals</b>	\$ 0.00	\$ 0.00
<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>		
<b>27. Grantee Share</b>		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		28,490.60
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		28,490.60
<b>28. Other Shares</b>		
a. State		28490.6
b. Other		
c. Total Other Shares		28,490.60
<b>29. TOTAL</b>		\$ 56,981.20
<b>SECTION E – REMARKS</b>		

**PART IV – PROGRAM NARRATIVE (Attach – See Instructions)**

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

**PROJECT :** Snow Removal Equipment Acquisition

**AIRPORT :** Dillant-Hopkins Airport (EEN)

**1. Objective:**

The Dillant-Hopkins Airport operates 24 hours a day, 365 days a year in all weather conditions to include snow. To maintain safe operational conditions on runways, taxiways, aprons and the critical areas of the instrument landing system the the Airport utilizes a variety of types of snow removal equipment to include a rotary snow plow. The current rotary plow is over 20 years old. Due to its age, it regularly breaks down, is unreliable and repair parts are increasingly more difficult to find. This piece of equipment will be replaced as part of this project, thus improving airfield safety and the operational readiness of the airport.

**2. Benefits Anticipated:**

The current rotary snow plow is over 20 years old. Due to its age, frequent repairs and difficulty obtaining parts are commonplace. With its replacement the airport will be able to provide more reliable snow removal and improve the safety of airport operations.

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

The City of Keene has prepared and solicited public and competitive bids for the supply of this equipment. Subject to the issuance of Federal and State grants, the City will then execute a contract with the lowest qualified bidder to secure a new rotary snow plow for use at the Dillant-Hopkins Airport. As the City of Keene has prepared the specifications, contracts, grant application and will prepare reimbursement requests and closeout documents itself, there will be no other associated project costs.

**4. Geographic Location:**

The new rotary snow plow will be housed and be used at the Dillant-Hopkins Airport in Swanzey, NH.

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

Environmental Impacts – Snow removal equipment acquisition projects are considered categorical exclusions in accordance with FAA Order 1050.1E – Paragraph 309h which states "Acquisition of ..... snow removal equipment." There are no special circumstances per FAA Order 1050.1E, paragraph 304.

Project Coordination Efforts: See attached user Coordination Notice.

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

Ed Mattern, Airport Director  
80 Airport Road  
Keene, NH 03431  
603-357-9835

APRIL 2015

# **NOTICE TO AIRPORT USERS**

THE CITY OF KEENE, NEW HAMPSHIRE, IS APPLYING  
FOR A GRANT FROM THE FEDERAL  
AVIATION ADMINISTRATION (FAA) TO FUND AN  
AIRPORT IMPROVEMENT PROJECT FOR THE

## **KEENE DILLANT-HOPKINS AIRPORT**

THIS PROJECT IS CONSIDERED IMPORTANT FOR  
THE ENHANCEMENT OF OPERATIONAL SAFETY AT THE AIRPORT

THE PROJECT UNDER CONSIDERATION IS ENTITLED:

### **SNOW REMOVAL EQUIPMENT ACQUISITION**

QUESTIONS CONCERNING THIS PROJECT SHOULD BE DIRECTED TO:

MR. EDWARD J. MATTERN  
AIRPORT DIRECTOIR  
80 AIRPORT ROAD  
KEENE, NH 03431

SIGNED: \_\_\_\_\_



U.S. Fish and Wildlife Service

## Trust Resources List

This resource list is to be used for planning purposes only — it is not an official species list.

Endangered Species Act species list information for your project is available online and listed below for the following FWS Field Offices:

New England Ecological Services Field Office  
70 COMMERCIAL STREET, SUITE 300  
CONCORD, NH 3301  
(603) 223-2541  
<http://www.fws.gov/newengland>

***Project Name:***

SRE Equipment Acquisition

***Project Counties:***

Cheshire, NH

***Project Type:***

Transportation

***Endangered Species Act Species List (USFWS Endangered Species Program).***

There are a total of 2 threatened or endangered species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fishes may appear on the species list because a project could cause downstream effects on the species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section below for critical habitat that lies within your project area. Please contact the designated FWS office if you have questions.

**Species that should be considered in an effects analysis for your project:**

Clams	Status		Has Critical Habitat	Contact
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## Trust Resources List

Dwarf wedgemussel ( <i>Alasmidonta heterodon</i> ) Population: Entire	Endangered	<a href="#">species info</a>		New England Ecological Services Field Office
Flowering Plants				
Northeastern bulrush ( <i>Scirpus ancistrochaetus</i> )	Endangered	<a href="#">species info</a>		New England Ecological Services Field Office

### Critical habitats within your project area:

*There are no critical habitats within your project area.*

### ***FWS National Wildlife Refuges (USFWS National Wildlife Refuges Program)***

*There are no refuges found within the vicinity of your project.*

### ***FWS Migratory Birds (USFWS Migratory Bird Program)***

The protection of birds is regulated by the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA). Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. For more information regarding these Acts see: <http://www.fws.gov/migratorybirds/RegulationsandPolicies.html>.

All project proponents are responsible for complying with the appropriate regulations protecting birds when planning and developing a project. To meet these conservation obligations, proponents should identify potential or existing project-related impacts to migratory birds and their habitat and develop and implement conservation measures that avoid, minimize, or compensate for these impacts. The Service's Birds of Conservation Concern (2008) report identifies species, subspecies, and populations of all migratory nongame birds that, without additional conservation actions, are likely to become listed under the Endangered Species Act as amended (16 U.S.C 1531 et seq.).

For information about Birds of Conservation Concern, go to:

<http://www.fws.gov/migratorybirds/CurrentBirdIssues/Management/BCC.html>.



## Trust Resources List

To search and view summaries of year-round bird occurrence data within your project area, go to the Avian Knowledge Network Histogram Tool links in the Bird Conservation Tools section at: <http://www.fws.gov/migratorybirds/CCMB2.htm>.

For information about conservation measures that help avoid or minimize impacts to birds, please visit: <http://www.fws.gov/migratorybirds/CCMB2.htm>.

### Migratory birds of concern that may be affected by your project:

There are **11** birds on your Migratory birds of concern list. The underlying data layers used to generate the migratory bird list of concern will continue to be updated regularly as new and better information is obtained. User feedback is one method of identifying any needed improvements. Therefore, users are encouraged to submit comments about any questions regarding species ranges (e.g., a bird on the USFWS BCC list you know does not occur in the specified location appears on the list, or a BCC species that you know does occur there is not appearing on the list). Comments should be sent to [the ECOS Help Desk](#).

Species Name	Bird of Conservation Concern (BCC)	Species Profile	Seasonal Occurrence in Project Area
American bittern ( <i>Botaurus lentiginosus</i> )	Yes	<a href="#">species info</a>	Breeding
Bald eagle ( <i>Haliaeetus leucocephalus</i> )	Yes	<a href="#">species info</a>	Year-round
Black-billed Cuckoo ( <i>Coccyzus erythrophthalmus</i> )	Yes	<a href="#">species info</a>	Breeding
Blue-winged Warbler ( <i>Vermivora pinus</i> )	Yes	<a href="#">species info</a>	Breeding
Canada Warbler ( <i>Wilsonia canadensis</i> )	Yes	<a href="#">species info</a>	Breeding
Olive-Sided flycatcher ( <i>Contopus cooperi</i> )	Yes	<a href="#">species info</a>	Breeding
Peregrine Falcon ( <i>Falco peregrinus</i> )	Yes	<a href="#">species info</a>	Breeding
Pied-billed Grebe ( <i>Podilymbus podiceps</i> )	Yes	<a href="#">species info</a>	Breeding
Prairie Warbler ( <i>Dendroica discolor</i> )	Yes	<a href="#">species info</a>	Breeding



## Trust Resources List

Short-eared Owl ( <i>Asio flammeus</i> )	Yes	<a href="#">species info</a>	Wintering
Wood Thrush ( <i>Hylocichla mustelina</i> )	Yes	<a href="#">species info</a>	Breeding

### ***NWI Wetlands (USFWS National Wetlands Inventory).***

The U.S. Fish and Wildlife Service is the principal Federal agency that provides information on the extent and status of wetlands in the U.S., via the National Wetlands Inventory Program (NWI). In addition to impacts to wetlands within your immediate project area, wetlands outside of your project area may need to be considered in any evaluation of project impacts, due to the hydrologic nature of wetlands (for example, project activities may affect local hydrology within, and outside of, your immediate project area). It may be helpful to refer to the USFWS National Wetland Inventory website. The designated FWS office can also assist you. Impacts to wetlands and other aquatic habitats from your project may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal Statutes. Project Proponents should discuss the relationship of these requirements to their project with the Regulatory Program of the appropriate U.S. Army Corps of Engineers District.

#### **Data Limitations, Exclusions and Precautions**

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery and/or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

**Exclusions** - Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and



## Trust Resources List

nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

**Precautions** - Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

**The following wetland types intersect your project area in one or more locations:**

Wetland Types	NWI Classification Code	Total Acres
Freshwater Emergent Wetland	<u>PEM1Eb</u>	104.8425
Freshwater Emergent Wetland	<u>PEM1Ed</u>	17.234
Freshwater Emergent Wetland	<u>PEM1Eh</u>	10.5499
Freshwater Emergent Wetland	<u>PEM1/SS1Ed</u>	4.466
Freshwater Emergent Wetland	<u>PEM1/SS1Eb</u>	6.7384
Freshwater Emergent Wetland	<u>PEM1Fb</u>	75.2156
Freshwater Emergent Wetland	<u>PEM/FO4B</u>	0.2072
Freshwater Emergent Wetland	<u>PEM1Fh</u>	57.1787
Freshwater Emergent Wetland	<u>PEM1E</u>	256.9777
Freshwater Emergent Wetland	<u>PEM1F</u>	5.5314
Freshwater Emergent Wetland	<u>PEM1C</u>	8.7561
Freshwater Emergent Wetland	<u>PEM1A</u>	13.8217
Freshwater Emergent Wetland	<u>PEM1B</u>	1.4442
Freshwater Emergent Wetland	<u>PEM1/SS1C</u>	4.3253
Freshwater Emergent Wetland	<u>PEM1/SS3Eb</u>	0.3553
Freshwater Emergent Wetland	<u>PEM1/SS1E</u>	57.9783
Freshwater Emergent Wetland	<u>PEM1/FO4B</u>	1.1101



## Trust Resources List

Freshwater Emergent Wetland	<u>PEM1Ad</u>	8.6212
Freshwater Emergent Wetland	<u>PEM1/FO5Eb</u>	12.1619
Freshwater Emergent Wetland	<u>PEM1Ba</u>	3.7446
Freshwater Emergent Wetland	<u>PEM1Bb</u>	0.8011
Freshwater Emergent Wetland	<u>PEM1/SS3E</u>	4.815
Freshwater Emergent Wetland	<u>PEM1Ch</u>	2.4436
Freshwater Forested/Shrub Wetland	<u>PSS1/EM1Eb</u>	171.0738
Freshwater Forested/Shrub Wetland	<u>PSS1/EM1Ed</u>	0.7084
Freshwater Forested/Shrub Wetland	<u>PFO1Ad</u>	1.7705
Freshwater Forested/Shrub Wetland	<u>PSS3/1Ba</u>	20.5744
Freshwater Forested/Shrub Wetland	<u>PSS3/EM1Eh</u>	84.8918
Freshwater Forested/Shrub Wetland	<u>PSS1/FO4E</u>	1.3907
Freshwater Forested/Shrub Wetland	<u>PSS3E</u>	0.2395
Freshwater Forested/Shrub Wetland	<u>PFO1/4E</u>	22.5305
Freshwater Forested/Shrub Wetland	<u>PSS3E</u>	1.3866
Freshwater Forested/Shrub Wetland	<u>PSS1/EM1E</u>	41.7403
Freshwater Forested/Shrub Wetland	<u>PSS1/EM1C</u>	3.8132
Freshwater Forested/Shrub Wetland	<u>PSS1Fb</u>	61.7159
Freshwater Forested/Shrub Wetland	<u>PSS1Eh</u>	20.2775
Freshwater Forested/Shrub Wetland	<u>PFO4/5Eb</u>	1.9624
Freshwater Forested/Shrub Wetland	<u>PSS1Ed</u>	11.9368
Freshwater Forested/Shrub Wetland	<u>PFO1/SS1E</u>	31.1057
Freshwater Forested/Shrub Wetland	<u>PFO1/SS1A</u>	6.9289
Freshwater Forested/Shrub Wetland	<u>PSS4E</u>	11.7723
Freshwater Forested/Shrub Wetland	<u>PFO5Eb</u>	1.3225
Freshwater Forested/Shrub Wetland	<u>PFO5Fb</u>	52.0525



## Trust Resources List

Freshwater Forested/Shrub Wetland	<u>PFO5Fh</u>	0.7535
Freshwater Forested/Shrub Wetland	<u>PFO1/SS1Ch</u>	5.2933
Freshwater Forested/Shrub Wetland	<u>PSS4/1E</u>	6.4828
Freshwater Forested/Shrub Wetland	<u>PSS3Eb</u>	2.2371
Freshwater Forested/Shrub Wetland	<u>PFO5F</u>	2.2679
Freshwater Forested/Shrub Wetland	<u>PFO5E</u>	43.8849
Freshwater Forested/Shrub Wetland	<u>PFO4/1E</u>	67.311
Freshwater Forested/Shrub Wetland	<u>PSS1/FO1E</u>	7.7991
Freshwater Forested/Shrub Wetland	<u>PFO1Fb</u>	0.2571
Freshwater Forested/Shrub Wetland	<u>PFO4/1B</u>	11.7628
Freshwater Forested/Shrub Wetland	<u>PFO1Eb</u>	105.7902
Freshwater Forested/Shrub Wetland	<u>PFO1/SS1Eh</u>	48.5441
Freshwater Forested/Shrub Wetland	<u>PFO1/SS1Ed</u>	10.2727
Freshwater Forested/Shrub Wetland	<u>PSS1/3Eh</u>	1.8998
Freshwater Forested/Shrub Wetland	<u>PFO1/SS1Eb</u>	1.5905
Freshwater Forested/Shrub Wetland	<u>PSS3/1Eh</u>	4.7292
Freshwater Forested/Shrub Wetland	<u>PFO1Eh</u>	2.817
Freshwater Forested/Shrub Wetland	<u>PSS3Bab</u>	14.8706
Freshwater Forested/Shrub Wetland	<u>PFO4B</u>	1.2528
Freshwater Forested/Shrub Wetland	<u>PSS3Bah</u>	3.4291
Freshwater Forested/Shrub Wetland	<u>PFO4C</u>	1.0709
Freshwater Forested/Shrub Wetland	<u>PFO4E</u>	650.2345
Freshwater Forested/Shrub Wetland	<u>PSS1/FO4Eb</u>	1.3246
Freshwater Forested/Shrub Wetland	<u>PFO1/EM1Eb</u>	4.6925
Freshwater Forested/Shrub Wetland	<u>PSS3/1E</u>	9.7964
Freshwater Forested/Shrub Wetland	<u>PSS1/FO5Eb</u>	4.9368



## Trust Resources List

Freshwater Forested/Shrub Wetland	<u>PSS3/EM1E</u>	1.8552
Freshwater Forested/Shrub Wetland	<u>PSS1Eb</u>	92.3675
Freshwater Forested/Shrub Wetland	<u>PFO4Eb</u>	10.2892
Freshwater Forested/Shrub Wetland	<u>PFO1Cb</u>	6.5039
Freshwater Forested/Shrub Wetland	<u>PFO1Cd</u>	42.7988
Freshwater Forested/Shrub Wetland	<u>PSS1/FO1Eb</u>	16.3919
Freshwater Forested/Shrub Wetland	<u>PSS3Ba</u>	55.2081
Freshwater Forested/Shrub Wetland	<u>PSS1/3E</u>	10.4463
Freshwater Forested/Shrub Wetland	<u>PFO5/UBFb</u>	62.499
Freshwater Forested/Shrub Wetland	<u>PFO1/4Eb</u>	4.7964
Freshwater Forested/Shrub Wetland	<u>PFO4/SS1E</u>	12.7938
Freshwater Forested/Shrub Wetland	<u>PSS1/EM1Fb</u>	5.3805
Freshwater Forested/Shrub Wetland	<u>PFO1B</u>	5.4225
Freshwater Forested/Shrub Wetland	<u>PFO1C</u>	42.3236
Freshwater Forested/Shrub Wetland	<u>PSS1A</u>	6.6587
Freshwater Forested/Shrub Wetland	<u>PFO1A</u>	13.9252
Freshwater Forested/Shrub Wetland	<u>PSS1C</u>	3.0321
Freshwater Forested/Shrub Wetland	<u>PFO4/SS1C</u>	15.7237
Freshwater Forested/Shrub Wetland	<u>PSS1F</u>	15.547
Freshwater Forested/Shrub Wetland	<u>PSS1E</u>	429.0017
Freshwater Forested/Shrub Wetland	<u>PFO1E</u>	393.338
Freshwater Pond	<u>PUBFx</u>	0.4028
Freshwater Pond	<u>PUBHh</u>	111.0413
Freshwater Pond	<u>PUBHb</u>	14.0321
Freshwater Pond	<u>PUBHx</u>	1.8613
Freshwater Pond	<u>PUB/EM1Fb</u>	2.8195



U.S. Fish and Wildlife Service

## Trust Resources List

Freshwater Pond	<u>PUB/SS3Fb</u>	3.0152
Freshwater Pond	<u>PUBH</u>	40.2761
Freshwater Pond	<u>PUBF</u>	12.5213
Freshwater Pond	<u>PUBKHh</u>	2.91
Freshwater Pond	<u>PUB/FO5Fb</u>	27.0162
Freshwater Pond	<u>PUB/SS1Fb</u>	1.2912
Freshwater Pond	<u>PUBFb</u>	100.9093
Freshwater Pond	<u>PUBFh</u>	3.4321
Lake	<u>L1UBH</u>	1444.0546
Lake	<u>L1UBHh</u>	47.982
Other	<u>PUSA</u>	0.4207
Riverine	<u>R2USA</u>	5.1871
Riverine	<u>R3UBH</u>	303.3475
Riverine	<u>R3USA</u>	29.7314

**City of Keene**  
***New Hampshire***

**Dillant-Hopkins Airport**  
**Snow Removal Equipment Acquisition**

**SCOPING MEETING MINUTES**

**Thursday, April 2, 2015 1:30 pm Keene City Hall, 2<sup>nd</sup> Floor Conference Room**

**Present:**

Carol Niewola, NHDOT  
Rita Hunt, NHDOT  
Ed Mattern, Airport Director  
Mike Moriarty, Maintenance & Ops.

With regard to the acquisition of snow removal equipment for use at the Dillant-Hopkins Airport, a scoping meeting was conducted with participants noted above. Utilizing the Scoping/Predesign Meeting Worksheet developed by the New Hampshire Department of Transportation, Bureau of Aeronautics as a guide the following issues were addressed:

**A General**

1. Dillant-Hopkins Airport (EEN) Proposed SBG 08-14-2015
2. Date – April 2, 2015
3. Description: Snow Removal Equipment Acquisition – Rotary Snow Plow

**B Engineers Contract** – The airport has decided to conduct this project in-house. There will be no outside engineering or consulting services.

**C Planning Considerations** – Not Applicable to this project.

**D Design Parameters** – Not Applicable to this project.

**E Equipment Purchases**

The need to follow the latest AC with regard to SRE calculations was discussed. The airport currently utilizes a 5,000 TPH machine which was acquired in 1994 – 21 years ago. The airport indicated that this machine has been failing at an increasing rate and repair parts are becoming more difficult to find. For these reasons and due to its age

the replacement of this equipment is warranted. The airport no longer has commercial service which has affected the SRE calculations in terms of tons per hour. However, because of the geometrical layout of the runways and taxiways in relation to the glideslope critical area, a casting distance of 150' is required to be able to maintain operational conditions within the timeframe established by the advisory circular.

It was the City's intent to publicly bid the acquisition of a new rotary snow plow capable of casting snow 150 feet. Based on the advisory circular, the smallest rotary plow with a casting distance of 150 feet is a Class V, 3,000 ton per hour machine. With the exception of an AM/FM radio with bluetooth, all other equipment will be standard. bluetooth will be specified because of the need to regularly update, cancel and issue NOTAM's from the cab using airport-provided cell phones. The hands free abilities of bluetooth provide for a higher degree of efficiency and safety for the operator.

The airport stated that the residual value of the machine being replaced was believed to be less than \$5,000.

F Land and Easement Projects – Not Applicable to this project.

G Submission of Plans & Specs – 2 Copies of the equipment specifications, Invitation to Bid, Bid Documents and all Addendums will be provided to the NHDOT.

H Special Local Conditions – Not Applicable

I Environmental Considerations – Due to the nature of the project (SRE equipment acquisition) it is not likely to have any environmental impact. It was noted that FAA Oder 1050.1E specifically stated that the acquisition of snow removal equipment was categorically excluded from the environmental review process. Although, NHDOT reminded the airport to provide documentation that it had coordinated with the U.S. Fish and Wildlife Service. The airport stated that they did not believe there were any other local considerations that might trigger further review to include NEPA.

J Project Construction – Not Applicable to this project.

K Airfield Activities – Not Applicable to this project.

L Timing of Documents – The project schedule was discussed. The airport indicated that it would bid the project with all bids being due at 10:00 AM, April 20, 2015. The airport's intent was to review the bids and complete the grant application and forward to the NHDOT on April 20, 2015.

M Administrative Considerations – Subject to receipt of a grant offer and its acceptance by the City, a purchase order would be issued to the lowest responsible bidder. Once delivered and accepted by the City documentation will be provided to the NHDOT.

The meeting adjourned at 3:00 PM

Scoping Meeting Minutes  
April 2, 2015

The foregoing is considered to be a true and accurate record of all items discussed. If any discrepancies or inconsistencies are noted, please contact me immediately.

Ed Mattern,  
Airport Director

**CURRENT SNOW REMOVAL EQUIPMNET INVENTORY**

Make and Model of Equipment	Year Acquired	If AIP Funded, List Project Number	Year Eligible for Replacement
Oskosh Twin Engine Rotaru Snow Plow H-2718B	1994	AIP 3-33-0008-1994	2004
International Paystar 5000 W/Displacement Plow, Material Spreader	1995	AIP 3-33-0008-10-1994	2005
Sweepster Broom (attachment only) TA3100	1995	AIP 3-33-0008-10-1994	2005
Case Front-End Loader 821C	2002	AIP 3-33-0008-19-2002	2012
Freightliner M2112V W/Displacement Plow	2008	NH-SBG-08-01-2008	2018
Versatile Tractor W/Ramp Pusher	2008	N/A	
Ford Pickup W/Plow	2010	N/A	
Chevrolet Pickup W/Plow	2014	N/A	

**SNOW REMOVAL EQUIPMNET TO BE REPLACED**

Type of Equipment Being Requested	Quantity	Size
Selt-Propelled Twin-Engine Rotary Snow Plow	1	3000 TPH, 150' Casting

\* Shaded areas automatically calculated.

Airport Name   
 Location   
 Average Annual Snow Fall   
 Type of Airport   
 Annual Operations  Time allowed for removal per AC 150/5200-30a  hours.

Critical Snow Removal Areas:

Primary Runway (usually one)

Runway 2/20  length (ft) x  width (ft) =  sq. ft.  
 length (ft) x  width (ft) =  sq. ft.

Parallel taxiway and one or two principle connecting taxiways.

Taxiway A  length (ft) x  width (ft) =  sq. ft.  
 Taxiway R  length (ft) x  width (ft) =  sq. ft.  
 Critical Area  length (ft) x  width (ft) =  sq. ft.  
 length (ft) x  width (ft) =  sq. ft.

Terminal, Cargo, and General Aviation Aprons

Critical apron area.

Northeast Apron  length (ft) x  width (ft) =  sq. ft.  
 Terminal Apron  length (ft) x  width (ft) =  sq. ft.  
 length (ft) x  width (ft) =  sq. ft.  
 length (ft) x  width (ft) =  sq. ft.  
 length (ft) x  width (ft) =  sq. ft.

Other critical areas (ie. emergency or ARFF access roads)

Airport Road  length (ft) x  width (ft) =  sq. ft.  
 North Em. Access  length (ft) x  width (ft) =  sq. ft.  
 South Em. Access  length (ft) x  width (ft) =  sq. ft.  
 length (ft) x  width (ft) =  sq. ft.

Total Area =  sq. ft.

Tons of Snow (using 1 in. of snow at 25 .lbs/cu. ft.)  tons

Minimum snow removal rate (70% efficiency)  tons/hr

Eligible Items Maximum Quantity

Snow Blower	<input type="text" value="1"/>
Plow	<input type="text" value="2"/>
Sweeper	<input type="text" value="1"/>
Hopper Spreader	<input type="text" value="1"/>
Front End Loader	<input type="text" value="1"/>

Assumptions Made:

- 
- 2 times the # of snow blowers (plows should have equal capacity as blower).
- 1 sweeper per 750,000 sq. ft. (rounded up)
- 1 Hopper Spreader per 750,000 sq. ft.
- Front End Loader per 500k sq. ft. of critical apron space.

Note: If an airport requests more than the listed quantities of snow removal equipment, special justification will be submitted.

This program assumes at least 15" annual snow fall.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Keene  
Airport: Dillant-Hopkins Airport  
Project Number: SBG 08-14-2015  
Description of Work: Snow Removal Equipment Acquisition

### Application

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

### Certification Statements

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

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.  
 Yes    No    N/A
  
2. An ongoing drug-free awareness program has been or will be established to inform employees about:
  - a. The dangers of drug abuse in the workplace
  - b. The sponsor's policy of maintaining a drug-free workplace
  - c. Any available drug counseling, rehabilitation, and employee assistance programs
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace Yes    No    N/A
  
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.  
 Yes    No    N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
  - a. Abide by the terms of the statement
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

Yes    No    N/A
  
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
 

Yes    No    N/A
  
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
  - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
  - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency

Yes    No    N/A
  
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
 

Yes    No    N/A

Site(s) of performance of work:

**Location 1**

Name of Location: Dillant-Hopkins Airport  
 Address: 80 Airport Road, Keene, NH 03431

**Location 2 (if applicable)**

Name of Location:  
 Address:

**Location 3 (if applicable)**

Name of Location:  
 Address:

Additional documentation for any above item marked "no":

**Sponsor's Certification**

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

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

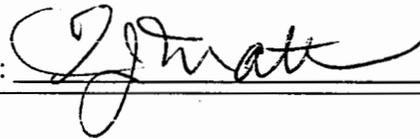
Executed on this 29<sup>th</sup> day of June, 2015.

Name of Sponsor: City of Keene

Name of Sponsor's Designated Official Representative: Ed Mattern

Title of Sponsor's Designated Official Representative: Airport Director

Signature of Sponsor's Designated Official Representative: \_\_\_\_\_

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

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Keene  
Airport: Dillant-Hopkins Airport  
Project Number: SBG 08-14-2015  
Description of Work: Snow Removal Equipment Acquisition

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. 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.

#### Certification Statements

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

1. The plans and specifications were or 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 Federal Aviation Administration (FAA).  
 Yes    No    N/A
  
2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.  
 Yes    No    N/A
  
3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.  
 Yes    No    N/A
  
4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.  
 Yes    No    N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.

Yes  No  N/A

6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.

Yes  No  N/A

7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.

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 or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.

Yes  No  N/A

9. The project was or 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.

Yes  No  N/A

10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.

Yes  No  N/A

Attach Additional documentation for any above item marked "no":

**Sponsor's Certification**

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

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

Executed on this 29<sup>th</sup> day of June, 2015.

Name of Sponsor: City of Keene

Name of Sponsor's Designated Official Representative: Ed Mattern

Title of Sponsor's Designated Official Representative: Airport Director

Signature of Sponsor's Designated Official Representative: 

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: City of Keene  
Airport: Dillant-Hopkins Airport  
Project Number: SBG 08-14-2015  
Description of Work: Snow Removal Equipment Acquisition

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

### Certification Statements

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

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.  
 Yes    No    N/A
  
2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.  
 Yes    No    N/A
  
3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts  
 Yes    No    N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
  - c. Publicly opened at a time and place prescribed in the invitation for bids
  - d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes    No    N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written request to use competitive proposal procurement method
  - b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- Yes    No    N/A
6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project
- Yes    No    N/A
7. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records
  - b. Buy American Preferences
  - c. Civil Rights (General Provisions and Title VI Assurances)
  - d. Federal Fair Labor Standards
  - e. Occupational Safety and Health Act requirements
  - f. Seismic Safety (applies only to projects that include buildings)
  - g. State Energy Conservation Requirements (as applicable)
  - h. U.S. Trade Restriction
  - i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- Yes    No    N/A
8. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts
  - b. Copeland "Anti-Kickback" Act
- Yes    No    N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving

Yes  No  N/A

10. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes  No  N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes  No  N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

Yes  No  N/A

13. Concurrence was or will be obtained from the Federal Aviation Administration (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
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes  No  N/A

Additional documentation for any above item marked "no":

**Sponsor's Certification**

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

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

Executed on this 29<sup>th</sup> day of June, 2015.

Name of Sponsor: City of Keene

Name of Sponsor's Designated Official Representative: Ed Mattern

Title of Sponsor's Designated Official Representative: Airport Director

Signature of Sponsor's Designated Official Representative: \_\_\_\_\_



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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: City of Keene  
Airport: Dillant-Hopkins Airport  
Project Number: SBG 08-14-2015  
Description of Work: Snow Removal Equipment Acquisition

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

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

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

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

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

Yes  No

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

Yes  No

3. Explanation of items marked "no":

**Sponsor's Certification**

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

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

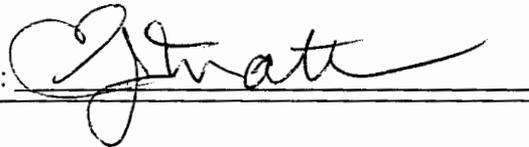
Executed on this 29<sup>th</sup> day of June, 2015.

Name of Sponsor: City of Keene

Name of Sponsor's Designated Official Representative: Ed Mattern

Title of Sponsor's Designated Official Representative: Airport Director

Signature of Sponsor's Designated Official Representative:



Certification of Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by, or on behalf of, the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Date: June 29, 2015

City of Keene  
Name of Airport Sponsor

  
Signature of Authorized Official

Airport Director  
Title of Authorized Official



## ASSURANCES

### Airport Sponsors

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#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

### 3. Airport Planning Undertaken by a Sponsor.

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

## C. Sponsor Certification.

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

### 1. General Federal Requirements.

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

#### Federal Legislation

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

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

### **Executive Orders**

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

### **Federal Regulations**

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

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

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### **Specific Assurances**

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

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### **Footnotes to Assurance C.1.**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

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

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

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

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

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

**5. Preserving Rights and Powers.**

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

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

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

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

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

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

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

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

**16. Conformity to Plans and Specifications.**

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

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

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

**19. Operation and Maintenance.**

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

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

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

**20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

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

**22. Economic Nondiscrimination.**

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

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

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

### **23. Exclusive Rights.**

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

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

### **24. Fee and Rental Structure.**

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

### **25. Airport Revenues.**

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

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

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

## 26. Reports and Inspections.

It will:

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

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

**27. Use by Government Aircraft.**

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

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

**28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

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

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

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

### 30. Civil Rights.

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

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

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

c. Duration.

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

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

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

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

e. Required Contract Provisions.

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

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

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

### **31. Disposal of Land.**

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

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

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

**32. Engineering and Design Services.**

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

**33. Foreign Market Restrictions.**

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

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 2-11-15 (the latest approved version as of this grant offer) and included in this grant, and in accordance 

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

**35. Relocation and Real Property Acquisition.**

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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

**39. Competitive Access.**

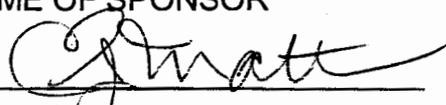
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to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

EXHIBIT "A" PROPERTY MAP CERTIFICATION

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

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

DATE: June 29, 2015

City of Keene  
NAME OF SPONSOR  
BY   
TITLE Airport Director



# City of Keene

Finance Department / Purchasing Division  
 City Hall – 3<sup>rd</sup> Floor  
 3 Washington Street  
 Keene, New Hampshire 03431

## - PROJECT SUMMARY -

BID -  RFP -  RFQ -  QUOTATIONS -  SALE of SURPLUS

Number		Project Description	
01-15-31		AIRPORT SNOW REMOVAL EQUIPMENT (SRE) [Re-Bid]	
Time and Date Opened:		Department / Division / Staff:	
1000 Wednesday 24 June 2015		Dilliant - Hopkins Airport / Ed Mattern	
Responsive/Nonresponsive Bidders:			*Totals:
Milton Cat			No Bid
Team Eagle Ltd.			564,812.00
Wausau Equipment Co. (H.P. Fairfield, LLC)			545,905.00
Comments:			No. Addenda Issued: 1
*As read. Forwarded to Airport Director for review and evaluation.			
Recommendation for Award:			
I certify this to be in accordance with the City of Keene purchasing procedures.	Purchasing Agent		Date
Division Head	Date	Department Head	Date
<b>TO BE COMPLETED BY DEPARTMENT</b>		<b>Funding Certified By:</b>	
Funding available in FY _____ / _____ Budget.		Finance Director	Date
Available Amount: \$ _____			
Funding Source(s) _____			
Revenue Acct: _____			
<b>AWARD OF PROJECT</b>		City Manager	Date
Approved _____ Disapproved _____			