



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Bureau of Aeronautics
November 15, 2023

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the City of Keene (Vendor Code 177417), for SBG 08-28-2023, to prepare an Environmental Assessment (EA) and Preliminary Wildlife/Perimeter Fence Design at the Dillant-Hopkins Airport, Keene, NH. State participation in the amount of \$11,045 is effective upon Governor and Council approval through October 31, 2027. 100% State Funds.

Funding is available as follows:

	<u>FY 2024</u>
04-96-96-960030-1335	
FAA Projects	
034-500152 Design/Study	\$11,045

EXPLANATION

A total of \$198,810 (90% of the total project cost) is proposed from federal funds being held in escrow by the City of Keene from the sale of federally obligated airport property. The federal share of the proceeds from the sale of federally obligated property at this airport are required to be held in escrow and used as the Federal Aviation Administration (FAA) share to fund a future Airport Improvement Program (AIP) – eligible project. The airport requested to use the escrowed federal funds for the federal share of this project (SBG 08-28-2023), and thus only the State share is included in the requested action.

This airport planning/preliminary design project (SBG 08-28-2023 copy attached) is to prepare an EA and Preliminary Wildlife/Perimeter Fence Design at the Dillant-Hopkins Airport, Keene, NH. The airport has experienced wildlife incursions by large mammals and amphibians, including white-tailed deer, moose, foxes, coyotes, and turtles. Currently, approximately 50% of the airport perimeter is fenced; approximately 17,100 linear feet (LF) on the western edge of the airport being unfenced and approximately 4,300 LF on the eastern edge of the airport is unfenced. The areas that are not currently fenced and would be addressed through this project are comprised of woodlands and wetlands, which are prime habitats for the types of wildlife that the airport needs to exclude for safety reasons.

This project will prepare a preliminary design for the installation of wildlife fencing (approximately 21,400 LF), evaluate wildlife hazards on the airport and assess the potential for environmental impacts from the installation of the fencing in accordance with the FAA’s implementation of the National Environmental Policy Act (NEPA).

State participation in the amount of \$11,045 (5% of the total project cost) is requested. The City of Keene will participate in the amount of \$11,045 (5% of the total project cost). The total cost of the airport development project, including federal, state, and local share, is \$220,900. A summary of the total project cost and requested action is provided below.

	TOTAL PROJECT COST		REQUESTED ACTION	
	Cost	%	Cost	%
FAA (Escrow-City of Keene)	\$ 198,810	90%	\$ 0	0%
State	\$ 11,045	5%	\$ 11,045	100%
City of Keene	\$ 11,045	5%	\$ 0	0%
Total	\$ 220,900	100%	\$ 11,045	100%

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 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; 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, 2019, 146:1, XVI- A, Capital Budget.

Sincerely,



William Cass, P.E.
Commissioner

Attachments
WC/tls



U.S. Department of Transportation
Federal Aviation Administration



GRANT AGREEMENT
FY 2023 AIRPORT IMPROVEMENT PROGRAM (AIP) FUNDS

PART I – OFFER

Date of Offer October 23, 2023

Airport/Planning Area Dillant-Hopkins Airport

State Block Grant Number SBG 08-28-2023

Unique Entity Identification (UEI) Number YYAFC9KA35K1

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

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

WHEREAS, the Sponsor has submitted to the State a Project Application dated February 7, 2023, 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 included as part of this Grant Agreement; and

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

Prepare Environmental Assessment & Preliminary Wildlife/Perimeter Fence Design (approx. 21,400± LF) which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States, the State, and the public from the accomplishment of the Project and compliance with the Grant Assurance 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 ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of the Project.

Assistance Listings Number (formally CFDA Number): 20.106

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 **\$209,855.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States and State under the provisions of 49 U.S.C. § 47108(b):

\$209,855.00 for planning

\$0.00 for airport development or noise program implementation

\$0.00 for land acquisition.

- 2. Grant Performance. This Grant Agreement is subject to the following Federal award requirements:**

a. Period of Performance:

- i. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the State, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding. For this project, the period of performance end date is **October 31, 2027.**
- ii. The period of performance means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

- i. For this Grant is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
- ii. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

- i. Unless the State authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the State will proceed to close out the grant within 120 days of the period of performance end date with the information available at the end of 90 days. (2 CFR § 200.344).

- ii. The FAA or State may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal or State regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA or State has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the State, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal and State Share of Costs.** The United States' and State's shares of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary") and State, and any superseding legislation. Final determination of the United States' and State's shares will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal and State shares of costs.
6. **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, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary and the State. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior State approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **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.
8. **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 November 27, 2023, or such subsequent date as may be prescribed in writing by the State.
9. **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 Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share 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.
10. **United States and State Not Liable for Damage or Injury.** The United States and the State are not 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.
11. **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. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, non-profit, or government entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the State, the State will make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees utilizing data provided by the Sponsor on forms acceptable to the State.

13. 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 State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment 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. The State's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The State can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the State finds it advantageous and in the best interests of the United States and the State.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. 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 Agreement.
- 15. 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.
- 16. Buy American.** Unless otherwise approved in advance by the FAA and State in accordance with 49 U.S.C § 50101, 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 Agreement. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant Agreement.
- 17. Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, 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 if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110 and State share, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA and State are not responsible for the same Federal and State share provided herein for any amount increased over the initial grant amount. The FAA and State may adjust the Federal and State share as applicable through an informal letter of amendment.

19. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or project-specific audit in accordance with 2 CFR § 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the State. Sponsors that expend less than \$750,000 in all Federal awards in a fiscal year and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA, State, and other appropriate government agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

21. 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 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 while driving in all subgrants, contracts and subcontracts.

22. Trafficking in Persons.

A. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

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

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

C. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.

D. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

E. *Definitions.* For purposes of this Grant Condition:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Force labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. Exhibit “A” Property Map. The Exhibit “A” Property Map dated March 24, 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

B. Investigation of Complaints.

1. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

C. Remedy of Enforcement Authority.

1. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

25. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

26. Critical Infrastructure Security and Resilience. The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

27. 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.

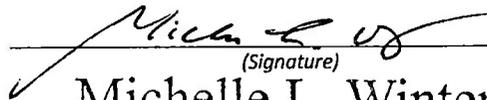
- 28. Effective Date.** If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall 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.
- 29. 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.
- 30. 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.
- 31. 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate; 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; and
 - C. 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.
- 31. 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.
- 32. Preliminary Engineering.** This Phase 1 Grant is being issued in order to support the preparation of the environmental assessment for wildlife/perimeter fence installation at Dillant-Hopkins Airport.
- The overall development will be phased over several years so performing the overall preliminary design in advance will prevent any undue delays during final design and construction of each phase.
- The Sponsor understands and agrees that within two (2) years from the execution of this Grant Agreement that the Sponsor will accept a grant to complete the final design phase for the Project identified in the Airport Capital Improvement Plan, subject to the availability of Federal and State funding. The Sponsor further understands that if the FAA and/or State has provided Federal and/or State funding to complete the final design for the Project, and the Sponsor has not completed the final design within four (4) years from the execution of this Grant Agreement, the FAA and State may suspend or terminate grants related to the design.
- 33. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

34. Use of Escrowed Federal Share. The Federal share of this grant utilizes escrowed funds established by the Sponsor from a prior sale of airport property previously acquired with Federal, State, and Sponsor funds. A letter dated June 21, 2021, from the FAA to the Sponsor requires that these escrowed funds be applied towards the Federal share of AIP-eligible projects at the Sponsor's airport in compliance with Assurances – Airport Sponsors #31(b). The amount of escrowed funds applied to the Federal share this grant is \$198,810.00. The amount of escrowed funds applied to the State share of this grant is \$0.00. The Sponsor is required to submit project payment requests to the State on forms acceptable to the State for both the Federal and State shares. The State will review and approve eligible project expenses, authorize the Sponsor to withdraw the approved Federal payment amount from the escrowed funds, and make the State's share of the requested payment.

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, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, 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.

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**


(Signature)
Michelle L. Winters
(Typed Name)
Director of Aeronautics, Rail & Transit
(Title of NHDOT Official)

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: 11/30/2023

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)

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

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this 31st day of October, 2023.

City of Keene
(Name of Sponsor)

Elizabeth Dragan
(Signature of Sponsor's Authorized Official)

By: Elizabeth Dragan
(Typed Name of Sponsor's Authorized Official)

Title: City manager
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

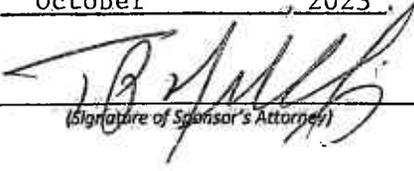
CERTIFICATE OF SPONSOR'S ATTORNEY

I, Thomas P. Mullins, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. 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.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at Keene (location) this 31st day of October, 2023.

By: 
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

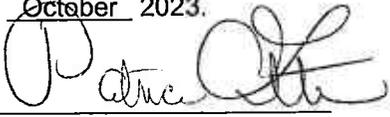
CERTIFICATE OF VOTE

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

I do further certify that Elizabeth Dragon, is City Manager of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the city of Keene on the following date: May 4, 2023.

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

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the city of Keene on this 31st day of October 2023.



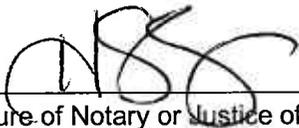
SEAL

Signature

City Clerk
Title of Signatory

NOTARY STATEMENT

I, as Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Cheshire upon this date October 31, 2023, appeared before me Patty Little, the abovesigned officer personally appeared, who acknowledged him/herself to be the City Clerk of the town/city of Keene, New Hampshire, and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the city of Keene, New Hampshire. In witness whereof, I hereunto set my hand and official seal.



Signature of Notary or Justice of the Peace

Heather Fitz-Simon

SEAL

Name of Notary or Justice of the Peace

HEATHER R. FITZ-SIMON, Notary Public
State of New Hampshire

My Commission Expires February 6, 2024
Date of Expiration of Commission



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: City of Keene 3 Washington Street Keene, NH 03431-3191		Member Number: 210	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence		\$ 1,000,000
			General Aggregate		\$ 2,000,000
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory		
			Each Accident		
			Disease -- Each Employee		
			Disease -- Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: In regard to the grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.					

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ – NH Public Risk Management Exchange
					By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301					Date: 10/27/2023 mpurcell@nhprimex.org
					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: City of Keene 3 Washington Street Keene, NH 03431-3191	Member Number: 210	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
				General Aggregate	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$2,000,000
				Aggregate	\$10,000,000
X	Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	X Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
X	Property (Special Risk includes Fire and Theft)	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 10/27/2023 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2023

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

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

PRODUCER Fenner & Esler Agency, Inc. PO Box 60 Oradell, NJ 07649 USA	1-201-262-1200	CONTACT NAME: Timothy P. Esler, CPCU PHONE (A/C No., Ext): 201-262-1200 E-MAIL ADDRESS: certs@fenner-esler.com	FAX (A/C, No): 201-262-7810
INSURED McFarland-Johnson, Inc. 49 Court Street Suite 240 Binghamton, NY 13901 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford Fire Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 535453182 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof/Poll Liability			39 OH 0546136-23 FULL PRIOR ACTS	06/15/23	06/15/24	Per Claim 5,000,000 Annual Aggregate 5,000,000 Deductible per clm 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wildlife Perimeter Fence Phase I, MJ Project No. 18956.01

CERTIFICATE HOLDER City of Keene Washington Street City Hall, 2nd Floor Keene, NH 03431 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



MCFAJOH-01

FUSILLOC

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/25/2023

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

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

PRODUCER Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	CONTACT NAME: Michael Burns PHONE (A/C, No, Ext): (607) 754-0329 45230 FAX (A/C, No): (607) 754-9797 E-MAIL ADDRESS: Michael.Burns@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
McFarland-Johnson, Inc. 49 Court Street Suite 240 Binghamton, NY 13901	INSURER A : National Fire Insurance Co of Hartford 20478 INSURER B : Transportation Insurance Company 20494 INSURER C : Continental Insurance Company 35289 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6056803227	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6056803213	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6056803244	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC656803230	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Val Pprs & Records			6056803227	1/1/2023	1/1/2024	Blanket Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Wildfire Perimeter Fence Phase I, MJ Project No. 18956.01

City of Keene and all other parties as required by written contract are additional insured on a primary and noncontributory basis including completed operations in regard to general liability per endorsement numbers CNA74858NY, CNA75079XX, CNA74987XX, in regard to auto per endorsement number CNA71627. A Waiver of Subrogation applies in favor of the certificate holder, owner and all other parties as required by written contract in regard to general liability per endorsement number CNA74858NY, in regard to auto per endorsement, number CA 04 44 10 13, in regard to workers compensation per endorsement WC 00 03 13. The umbrella policy is following form of the underlying policies per endorsement #CNA75504XX. 30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Keene City Hall 3 Washington Street Keene, NH 03431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

* 2. Type of Application:

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

- A: Increase Award
- * Other (Specify):

* 3. Date Received:

01/06/2023

4. Applicant Identifier:

EEB

5a. Federal Entity Identifier:

SBG 08-XX-2023

5b. Federal Award Identifier:

SBG 08-XX-2023

State Use Only:

6. Date Received by State:

7. State Application Identifier:

SBG 08-XX-2022

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Keene

* b. Employer/Taxpayer Identification Number (EIN/TIN):

02-6000441

* c. UEI:

YYAFC9KA35K1

d. Address:

* Street1:

3 Washington Street

Street2:

* City:

Keene

County/Parish:

Cheshire

* State:

NR: New Hampshire

Province:

* Country:

USA: United States of America

* Zip / Postal Code:

03431-3124

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix:

Mr.

* First Name:

David

Middle Name:

* Last Name:

Hickling

Suffix:

Title:

Airport Director

Organizational Affiliation:

Keene Dillant-Hopkins Airport

Telephone Number:

(603) 357-9835

Fax Number:

* Email:

DHickling@keenenh.gov

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

Title:

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

Town of Swansey, Cheshire County, New Hamps

Add Attachment

Replace Attachment

Remove Attachment

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

Phase I - 30% Preliminary Design and Environmental Assessment for Wildlife Perimeter Fence

Attach supporting documents as specified in agency instructions.

Add Attachments

Replace Attachment

Remove Attachment

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="198,810.00"/>	✓
* b. Applicant	<input type="text" value="11,045.00"/>	✓
* c. State	<input type="text" value="11,045.00"/>	✓
* d. Local	<input type="text" value="0.00"/>	
* e. Other	<input type="text" value="0.00"/>	
* f. Program Income	<input type="text" value="0.00"/>	
* g. TOTAL	<input type="text" value="220,900.00"/>	✓

OK

* 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 in attachment.)

Yes No

If "Yes", provide explanation and attach

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: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:



U.S. Department
of Transportation

Federal Aviation
Administration

FAA Form 5100-101, Application for Federal Assistance (Planning Projects)

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-101, Application for Federal Assistance (Planning Projects)

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-101 (Parts II, III, and IV) represent continuation pages that the Sponsor must attach to the SF-424 form. The signature of the Sponsor's authorized representative on the associated SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-101 form.

Part II – Project Approval Information

Section A. Statutory Requirements

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question. As necessary, provide any supplemental information by attaching sheets to this application.

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within www.SAM.gov) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating available discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (e.g. sponsor share issues, controversial issues, coordination delays, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the project covered by this request is also covered by another Federal assistance program. If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 5 – Indicate whether the Sponsor intends to seek reimbursement of indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request does not include the indirect costs claimed by a for-profit entity (e.g. consultant).

The De Minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.

A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsors may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry out the project.

Section B. Certification Regarding Lobbying

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

Part III – Budget Information

This form section is designed so that application can be made for funds from one or more assistance programs. Include budget estimates for the whole project when completing Sections A, B, C, and D. All applications must contain a breakdown by the object class categories shown in Lines a-e of Section B.

Section A. Budget Summary

Lines 1-2, Columns (a) and (b) – For applications pertaining to a single grant program, enter on Line 1 under Column (a) the catalog program title and the Catalog of Federal Domestic Assistance (CFDA) number in Column (b). For applications pertaining to two funding programs, enter the program title on each line in Column (a) and the respective CFDA number (if applicable) on each line in Column (b).

Lines 1-2, Columns (c) through (e) – For each line entry in Columns (a) and (b), enter in Columns (c), (d), and (e) the appropriate amounts of funds needed to support the project. For changes to an existing application, enter new budget values in Columns (c), (d), and (e).

Line 3 – Show the totals for all columns used.

Section B. Budget Categories

The column headings (1) and (2) correspond to the program titles shown for Lines 1-2, Column (a), Section A. For each program, fill in the total requirements for funds (both Federal and non-Federal) by object class categories. The sub-columns address the "amount" and "adjusted amount". The sub-column for "adjusted amount" need only be completed when revising a previously submitted application. The Total column represents the sum across all columns.

Lines 4 a-d – Show the estimated amount for each cost budget (object class) category for each column with program heading.

Line 4e – Enter the subtotal of lines 4a through 4d.

Line 4f – Enter the estimated amount of program income, if any, the Sponsor expects to generate from this project.

Line 4g – Subtract line 4f from line 4e. For all applications, the total amount in Total column, line 4g, must equal the total amount shown in Section A, Column (e), Line 3.

Section C. Source of Non-Federal Resources

Line 5-6 – Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A.

Column (b) - Enter the amount of cash and in-kind contributions to be made by the applicant.

Column (c) - Enter the State contribution if the applicant is not a State or State agency. Applicants that are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and inn-kind contributions to be made from all other sources.

Column (e) - Enter the totals of Columns (b), (c), and (d).

Line 7 – Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 3, Column (d), Section A.

Section D. Forecasted Cash Needs

Line 8 –

a. **Column “Total for Project”** - Enter the amount of cash needed from the grantor agency for the project.

b. **Columns 1st Year through 4th Year** – Enter the anticipated cash need from grantor agency per fiscal year. The sum of years 1-4 must equal the value shown under Column “Total for Project.”

Lines 814 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 9 –

a. **Column “Total for Project”** - Enter the amount of cash needed from non-Federal sources for the project.

b. **Columns 1st Year through 4th Year** – Enter the anticipated cash need from non-Federal sources per fiscal year. The sum of years 1-4 must equal the value shown under Column “Total for Project.”

Line 10 – Enter the amount of cash from all other sources needed by fiscal year.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Section E. Other Budget Information

Line 11 – Provide any other explanations required herein or any other comments deemed necessary.

Part IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. Objectives and Need for This Assistance

Provide a short and concise description of the proposed planning effort. Include a brief narrative on the objective of the planning effort and why it is needed.

2. Results or Benefits Expected

Identify anticipated results and benefits to be derived from this planning project.

3. Approach

a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.

b. Identify any factors that might accelerate or impede progress of the planning effort.

c. Provide list of activities in chronological order to show the anticipated schedule of accomplishments and their target milestone dates.

- d. Identify project monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. Geographic Location

Identify the location of the project and surrounding area to be served by the proposed project.

5. If Applicable, Provide the Following Information:

Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A. If scope objectives change, explain the circumstances surrounding the need to revise the application scope of work.

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

Item 1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	
Item 2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	
Item 3	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	
Item 4	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number. CFDA: _____	
Item 5	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414	
<input type="checkbox"/> Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative 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 Sponsor, 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

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

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 198,810	\$ 22,090	\$ 220,900
2.		0	0	0
3. TOTALS		\$ 198,810	\$ 22,090	\$ 220,900

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$ 4,000	\$ 0	\$ 0	\$ 0	\$ 4,000
b. Airport Planning	0	0	0	0	0
c. Environmental Planning	181,900	35,000	0	0	216,900
d. Noise Compatibility Planning	0	0	0	0	0
e. Subtotal	185,900	35,000	0	0	220,900
f. Program Income	0	0	0	0	0
g. TOTALS (line e minus line f)	\$ 185,900	\$ 35,000	\$ 0	\$ 0	\$ 220,900

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5.	\$ 11,045	\$ 11,045	\$ 0	\$ 22,090
6.	0	0	0	0
7. TOTALS	\$ 11,045	\$ 11,045	\$ 0	\$ 22,090

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 st Year	2 nd Year	3 rd Year	4 th Year
8. Federal	\$ 198,810	\$ 198,810	\$ 0	\$ 0	\$ 0
9. Non-Federal	22,090	22,090	0	0	0
10. TOTAL	\$ 220,900	\$ 220,900	\$ 0	\$ 0	\$ 0

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

I hereby certify that the Exhibit A Property Map dated 08/17/2007 and attached to the Grant Application SBG 08-11-2013 reflects, to the best of my knowledge, the current information as of this date.

Part IV - Program Narrative

(Suggested Format)

PROJECT: Phase I - 30% Preliminary Design and Environmental Assessment for Wildlife Perim
AIRPORT: Keene Dillant-Hopkins Airport
1. Objective: See Attached Part IV - Program Narrative
2. Benefits Anticipated: See Attached Part IV - Program Narrative
3. Approach: <i>(See approved Scope of Work in Final Application)</i> See Attached Part IV - Program Narrative
4. Geographic Location: See Attached Part IV - Program Narrative
5. If Applicable, Provide Additional Information: See Attached Part IV - Program Narrative
6. Sponsor's Representative: <i>(include address & telephone number)</i> See Attached Part IV - Program Narrative

**Part IV
Program Narrative**

Project: Prepare Environmental Assessment

Airport: Keene Dillant-Hopkins Airport (EEN) – Swanzey, NH

Date: February 6, 2023

1. Objective:

The Airport has experienced wildlife incursions by large mammals and amphibians, including white-tail deer, moose, foxes, coyotes, and turtles, among others. In 2016, an aircraft collided with a deer on one of the runways, destroying the aircraft and causing over \$15,000 in damage to Airport equipment and runway lights.

Currently, approximately half of the Airport is fenced, with approximately 17,100 linear feet (LF) on the western edge of the Airport, and approximately 4,300 LF on the eastern edge of the Airport unfenced. These portions of the Airport are comprised of woodlands and wetlands, which are prime habitats for the types of mammals and amphibians the Airport needs to exclude for safety reasons.

The objective is to prepare a preliminary design for the installation of wildlife fencing, evaluate wildlife hazards on the airport, and assess the potential for environmental impacts from the installation of the fencing in accordance with the FAA's implementation of the National Environmental Policy Act (NEPA).

2. Benefits Anticipated:

The safety of aircraft, including a large number of turbine-engine aircraft will be greatly increased. Airport personnel will save time and costs will be reduced as a complete wildlife perimeter fence will minimize the need to control hazardous wildlife.

3. Approach:

See the approved Scope of Work following this section.

4. Geographic Location:

This project is located at Dillant-Hopkins Airport in the Town of Swanzey, Cheshire County, New Hampshire.

5. Additional Information:

EXHIBIT A CERTIFICATION

The updated Exhibit "A" is incorporated into this Grant Application and made a part thereof.

PROJECT DESCRIPTION:

The project consists of the preliminary design (30%) of 21,800 LF of wildlife perimeter fence, along with an Environmental Assessment (EA) and a Wildlife Hazard Site Visit.

COST BREAKDOWN

See the attached Project Cost Summary.

PROJECT SCHEDULE:

Scope and Fee finalized (and revised)	February 6, 2023
Grant Application Submitted	February 10, 2023
Governor & Council Approval	April 12, 2023
Project start	April 17, 2023
Wetland Delineation, WHSV, & Phase IA/IB Archaeology	April-July, 2023
Preliminary design complete	July 2023
Draft Environmental Assessment (EA) Complete	October 31, 2023
Draft EA 30-Day Comment Period	November 30, 2023
Final EA	December 29, 2023

ENVIRONMENTAL STATUS:

Phase I of this project is Categorically Excluded (CATEX) from NEPA in accordance with FAA Order 5050.4B and FAA Order 1050.1F, Paragraph 5-6.1.o. There are no extraordinary circumstances that would affect this CATEX per FAA Order 1050.1F Paragraph 5-2.

Other state or federal permitting permits or approvals will be completed under subsequent phases of this project.

STATEMENT ON DISADVANTAGED BUSINESS:

The City of Keene has filed a Disadvantage Business Enterprise (DBE) plan, requesting the use of a mix of Race-Neutral procedures for a total of 3.3% in the implementation of the DBE plan for the City of Keene for FFY 2021 through FFY 2023.

Approval of the DBE plan was provided in a letter to Mr. David Hickling, Keene Dillant-Hopkins Airport Manager, dated March 01, 2021.

The DBE plan is on file at Keene-Dillant-Hopkins Airport, 80 Airport Road, Keene, NH.

This project includes 2.18% DBE participation.

COORDINATION WITH NHDOT:

This project has been coordinated with NHDOT throughout the project scoping process and by providing them a copy of this grant application.

COORDINATION WITH US FISH & WILDLIFE SERVICE, STATE HISTORIC PRESERVATION OFFICE, AND COASTAL ZONE MANAGEMENT

This project is for 30% Design and an Environmental Assessment and as such will not result in any impacts on the environment. Coordination with USF&W and SHPO for the subsequent fence installation will be conducted during the NEPA process in this project.

This project is not in a Coastal Zone and so Coastal Zone Management coordination is not required.

6. Sponsor's Representative:

The Sponsor's representative for this project is:

Mr. David Hickling
Airport Manager
City of Keene
Dillant-Hopkins Airport
80 Airport Road
Keene, NH 03431
Phone: (603) 357-9835
Email: DHickling@keenenh.gov

PROJECT COST SUMMARY

Project Name: Prepare Environmental Assessment

Airport: Keene Dillant-Hopkins Airport (EEN) - Swanzey, NH

June 29, 2022 (Revised 01/06/2023)

Line 4a Administrative Expense

TASK	DESCRIPTION	ELIGIBLE FEE	COMMENTS
	IFE Preparation	\$ 4,000.00	Estimate
Line 4a Total:		\$ 4,000.00	

Line 4b Airport Planning

TASK	DESCRIPTION	ELIGIBLE FEE	COMMENTS
Line 4b Total:		\$ -	

Line 4c Environmental Planning

Task	DESCRIPTION	ELIGIBLE FEE	COMMENTS
1.0	Administration/Project Management	\$ 26,713.00	
2.0	Project Purpose and Need Development	\$ 4,097.00	
3.0	Preliminary Design (30%)	\$ 30,793.00	
4.0	Environmental Assessment	\$ 155,297.00	
Line 4c Total:		\$ 216,900.00	

Line 4e Subtotal	Subtotal	\$ 220,900.00	
Line 4f Program Income	Program Income	\$ -	
Line 4g Totals	Total	\$ 220,900.00	
Line 8 - Total for Project	FAA Share (90% of FAA Eligible)	\$ 198,810.00	
Line 9 & 5e - Total Non-FAA	Non-FAA Share (10% of FAA Eligible)	\$ 22,090.00	
Line 5b - Applicant	Local Share (5% of FAA Eligible)	\$ 11,045.00	
Line 5c - State Grant	State Share (5% of FAA Eligible)	\$ 11,045.00	

**Keene Dillant-Hopkins Airport (EEN)
Phase I – 30% Preliminary Design and Environmental Assessment
for Wildlife Perimeter Fence
Keene, New Hampshire**

SCOPE OF SERVICES

February 6, 2023

A. INTRODUCTION

PROJECT DESCRIPTION

McFarland-Johnson, Inc. (CONSULTANT) will provide required professional services to complete the first phase of a wildlife perimeter fence project at Keene Dillant-Hopkins Airport (EEN, the Airport) located in the City of Keene and Town of Swanzey, Cheshire County, New Hampshire. The Airport is a publicly owned, public-use general aviation airport operated by the City of Keene (SPONSOR). Phase I includes 30% Preliminary Design and the preparation of a National Environmental Policy Act (NEPA) Environmental Assessment (EA). The proposed project will be funded by the Federal Aviation Administration (FAA), the New Hampshire Department of Transportation, Bureau of Aeronautics (NHDOT), and the City of Keene.

This project generally involves the following:

- Wildlife Hazard Site Visit
- Phase IA/IB Archaeological Surveys
- 30% Design of approximately 17,100 linear feet of wildlife perimeter fence
- Preparation of a NEPA EA

The EA will be prepared in accordance with FAA Order 5050.4B, "National Environmental Policy Act Implementing Instructions for Airport Projects", and FAA Order 1050.1E, "Environmental Impacts Policies and Procedures".

PROJECT SCHEDULE

The work included in this Scope of Services (Phase I) will begin upon approval of the proposal, with expected completion of the work in December 2023 (assuming the schedule outlined below). The following schedule has been developed in consultation with the New Hampshire Department of Transportation, Bureau of Aeronautics.

TASK	ANTICIPATED COMPLETION DATE
Scope and Fee finalized	February 6, 2023
Grant Application Submitted	February 10, 2023
Governor & Council Approval	April 12, 2023
Project start	April 17, 2023
Wetland Delineation, WHSV, & Phase IA/IB Archaeology	April-July 2023
Preliminary Design Complete	July 2023
Draft Environmental Assessment (EA) Complete	October 31, 2023
Draft EA 30-Day Comment Period	November 30, 2023
Final EA	December 29, 2023

Phase II of the project will include final design, environmental permitting, bidding, and construction and will be completed under a separate Scope of Services. Based on the current project schedule, construction is anticipated to start in Spring 2025.

B. SCOPE OF SERVICES

TASK 1.0 – ADMINISTRATION/PROJECT MANAGEMENT

The following items of work will be accomplished on behalf of the SPONSOR under the category of Administration/Project Management:

1.1 Scope Development

Attend one (1) scoping meeting, emails, and phone calls to EEN, NHDOT, and FAA, compare notes and follow-up emails and calls. Assume Sr. Project Manager (SPM) and Project Manager (PM) will attend this meeting.

1.2 Subconsultant Coordination

Develop graphics, scope and solicit estimates from subconsultants, prepare subconsultant agreements, and review monthly invoices.

1.3 Scope and Fee Task Order Preparation

Draft scope and fee estimate for the SPONSOR review. Obtain SPONSOR review comments and revise the Task Order scope and fee. The scope of services will be of sufficient detail for the SPONSOR to obtain an Independent Fee Estimate (IFE) for use in evaluating the CONSULTANT fee proposal.

1.4 IFE Coordination

Assist the SPONSOR in the IFE process including preparing a “zeroed-out” spreadsheet for use by the IFE preparer. The CONSULTANT will coordinate with the IFE preparer through the SPONSOR to answer questions the IFE preparer may have.

1.5 Scope & Fee Negotiation

Submit the final Task Order along with the revised scope and fee based on inputs and adjustments from EEN,

NHDOT, and FAA.

1.6 Miscellaneous Coordination/Assistance

Miscellaneous Coordination/Assistance: The CONSULTANT will provide monthly summary of project status and provide overall coordination and minimal project related administration assistance as requested by the EEN.

TASK 2.0 – PROJECT PURPOSE AND NEED DEVELOPMENT

The CONSULTANT will collect supporting data and documentation (e.g., wildlife strike history, wildlife hazard information, etc.) to help develop the Purpose and Need Statement for the proposed project. The Purpose and Need will provide pertinent background information regarding the underlying purpose for the proposed project. This section will present the problem being addressed and justification of the need for the proposed project. The CONSULTANT will coordinate with the SPONSOR and provide a draft Purpose and Need Statement for review and comment.

TASK 3.0 – 30% PRELIMINARY DESIGN

The CONSULTANT will prepare plans (30% design) to a level necessary to support the environmental review. The plans will be developed utilizing existing data provided by the SPONSOR including existing base plans, photogrammetry, Exhibit A, and ALP drawings.

The following items of work will be accomplished on behalf of the SPONSOR by the CONSULTANT.

3.1 Review of Existing Available Record Information

Obtain and review existing record information, including available digital base mapping, site plans, and adjacent project record documentation in order to prepare a layout for the wildlife fence.

3.2 Prepare Existing Conditions Base Plan from Available Record Information

The CONSULTANT will prepare the existing conditions plan of the anticipated project areas. It is assumed that the CONSULTANT will not be obtaining topographic field survey under this agreement. The existing conditions plan information will be obtained from existing digital base mapping and record information of other adjacent Airport projects. It is anticipated that the existing conditions plan will include the following:

- Existing topographic information (ref. base mapping and from existing record documents)
- Edges of pavements, tree lines, fences and other horizontal features (ref. base mapping and from existing record documents)
- Flagged wetlands and environmentally sensitive areas (as applicable).
- Existing Drainage: catch basins, drain manholes, underdrain clean outs, drainage pipe (ref. from existing plans).
- Electrical manholes, conduits, and ducts (ref. from existing plans)
- Survey control points (available in base mapping for layout)

Army Corps of Engineers Wetland Determination Data Forms for paired wetland and upland data points. It is assumed that up to 15 paired data forms will be required to document the delineation. Two (2) CONSULTANT staff members will complete the delineation. It is anticipated that the CONSULTANT will complete the wetlands and surface waters delineation for the 239-acre Study Area in eight (8) days, with two (2) staff members.

The CONSULTANT will prepare a brief Wetland Delineation Memo/Report summarizing the results of the delineation, jurisdictional resource areas, and functions and values.

4.1b Wildlife Hazard Site Visit

A Wildlife Hazard Site Visit will be completed to determine existing conditions, potential hazards, and recommendations to evaluate and mitigate potential hazards on and near the Airport. The Wildlife Hazard Site Visit will be completed by the sub consultant Loomacres Wildlife Management (**EXHIBIT B**). The Site Visit Report will be included in the Appendix of the EA. The CONSULTANT will coordinate with the sub consultant and review the Site Visit Report. Data and information gathered from the Wildlife Hazard Site Visit will be used to support the justification of the Purpose and Need of the proposed project.

4.1c Threatened/Endangered Species and Fish and Wildlife Habitat

The CONSULTANT will submit the proposed project to the New Hampshire Natural Heritage Bureau (NHB) via the online DataCheck Tool, to screen for documented occurrences of state listed rare, threatened, and endangered species, and/or exemplary natural communities located in the vicinity of the proposed project area.

Based on prior NHB reviews completed for previous projects at the Airport, the following state listed species and natural communities are anticipated to be identified by NHB as potentially occurring in the vicinity of the proposed project:

Vertebrates

- Grasshopper Sparrow (*Ammodramus savannarum*) State: T Federal: N/A
- Northern Leopard Frog (*Rana pipiens*) State: SC Federal: N/A
- Wood Turtle (*Glyptemys insculpta*) State: SC Federal: N/A

Invertebrates

- Dwarf Wedge Mussel (*Alasmidonta heterodon*) State: E Federal: E

Natural Community

- Silver Maple – False Nettle – Sensitive Fern Floodplain Forest

The CONSULTANT will coordinate with and seek input from NHB regarding potential rare plants and exemplary natural communities identified in proximity to the proposed project. Coordination with the New Hampshire Fish and Game Department (NHFG) will also be completed regarding potential state listed wildlife species identified in the vicinity of the project. Additional coordination with NHB and NHFG will occur at the NHDOT Natural Resource Coordination Meetings (included in Task 4.2a). It is assumed that no rare species surveys will be required.

The proposed project will also be submitted to the US Fish and Wildlife Service (USFWS) via the online Information for Planning and Consultation (IPaC) tool to identify potential federally listed species and critical habitats that may be impacted by the proposed project. Coordination with USFWS will be undertaken to determine the potential for impacts to federally listed threatened and endangered species and/or their critical habitats.

Based on prior USFWS Official Species Lists from previous projects at the Airport, the following federally listed species are anticipated to be identified by USFWS as potentially occurring in the vicinity of the proposed project:

Vertebrates

- Northern Long-Eared Bat (*Myotis septentrionalis*) State: E Federal: T

Invertebrates

- Dwarf Wedge Mussel (*Alasmidonta heterodon*) State: E Federal: E

Based on the location and scope of the proposed project, impacts to dwarf wedge mussels and their habitat are not anticipated. Therefore, the proposed project is anticipated to result in a “No Effect” determination for this species.

The proposed project is also located within the range of the northern long-eared bat (NLEB). It is anticipated that suitable summer habitat for NLEB is present and that the proposed project will likely involve tree clearing to some extent. The NLEB was recently reclassified as endangered under the Endangered Species Act. Informal consultation with the USFWS will be initiated with a letter request providing a description of the proposed project site, habitat, proposed work, and impacts. It is assumed that a Likely to Adversely Affect Determination can be avoided through a time of year restriction on tree clearing. An acoustic presence/absence survey is not included in this scope.

4.1d Cultural and Historic Resources

The CONSULTANT will review the New Hampshire Division of Historical Resource’s (NHDHR) online Enhanced Mapping and Management Information Tool (EMMIT) to check for previously surveyed or listed properties located within the Area of Potential Effect (APE). The CONSULTANT will prepare a Request for Project Review (RPR) and supporting documentation including Tables 1 and 2, a detailed project description of the proposed project and APE, photographs of the APE, and up to four (4) GIS figures including a USGS topographic map, tax map with photo locations, historical maps, and preliminary plans (if available at the time of submittal to NHDHR). The CONSULTANT will submit the final RPR to FAA and NHDOT Aeronautics. It is assumed that NHDOT or FAA will submit the final RPR to NHDHR for review.

The 239-acre project Study Area depicted on Figure 1 (EXHIBIT A) is likely to be considered archaeologically sensitive by NHDHR due to the proximity to the Ashuelot River. Pending the NHDHR RPR response, a Phase IA/IB archaeological resources survey will be required. Archaeological surveys will be completed by the sub consultant Monadnock Archaeological Consulting, LLC (EXHIBIT C).

It is assumed that if archaeological resources are identified, the location of the fence can be modified to avoid the locations of concern and the project will result in no adverse effect on historic properties. The

CONSULTANT will prepare a draft No Adverse Effects Memo for NHDOT Aeronautics use in acquiring the necessary signatures.

4.1e Hazardous Materials

This task will consist of the following: 1) review of the NHDES OneStop Database for listed remediation or hazardous materials sites within 1,000' of the project; 2) review of the NHDES OneStop Database for listed landfill sites within 4,000' of the project; 2) review of the NHDES PFAS sampling map for water quality exceedances within 4,000' of the project; and 3) development of a map and narrative summary of the gathered information.

No detailed analysis or Initial Site Assessments will be conducted as part of this scope. Based on the limited amount of excavation and the depth of excavation required, it is assumed that the project will not require dewatering, generate excess soil requiring offsite disposal, or otherwise involve contaminated soils or groundwater.

4.1f Water Quality

Aquifers, wellhead protection areas, public water supplies, and drinking water source protection areas will be identified based on existing information from NHDES. The most current NHDES 303(d) list will be reviewed to determine if there are existing surface water impairments within one mile of the project. The potential for the project to affect water quality, including pollutants causing impairments, will be addressed in general terms. It is assumed that permanent stormwater treatment will not be required. Permitting and compliance requirements pertaining to Alteration of Terrain and construction water quality will be identified and the appropriate environmental commitments will be included in the NEPA document.

4.1g Floodplains

The CONSULTANT will review Federal Emergency Management Agency (FEMA) National Flood Hazard Layer mapping in relation to the proposed project. It is assumed that portions of the proposed project will be located within the mapped 100-year floodplain of the Ashuelot River. Coordination with the NH Floodplain Manager will be completed, however, impacts to the base flood elevation are not anticipated and coordination with FEMA is not included in this scope.

4.1h Public and Conservation lands

Public and conserved lands will be identified and mapped based on existing information from NH GRANIT. It is assumed that the proposed project is located entirely on existing Airport property and that the project will not result in the use of recreational or wildlife refuge properties protected under Section 4(f).

4.1i Invasive Plant Species

The CONSULTANT will identify invasive plant species, NHDOT control type, and the approximate population extents of species included on the NH Department of Agriculture, Markets & Food, Division of Plant Industry's New Hampshire Prohibited Invasive Plant Species List (Updated January 31, 2017) located within the Study Area. This task will be completed concurrently with the wetland delineation (Subtask 3.1a). Potential disturbance to invasive plants during construction will be assessed and appropriate environmental commitments will be determined.

4.2 Meetings and Stakeholder Coordination

4.2a Resource Agency Coordination Meetings

The CONSULTANT will attend up to three (3) NHDOT Natural Resource Agency Coordination Meetings to present the proposed project, impacts, and mitigation to the resource agencies and obtain input on resource concerns and proposed impacts. It is anticipated that two (2) CONSULTANT staff members will attend these meetings, and that the CONSULTANT will provide the meeting minutes to NHDOT.

4.2b Cultural Resource Agency Meetings

For the purpose of this scope, it is assumed that the proposed project will not result in an Adverse Effect. The CONSULTANT will attend one (1) NHDOT Cultural Resource Agency Coordination Meeting to present the design alternatives and seek a determination of effect. It is anticipated that one (1) CONSULTANT staff member will attend this meeting and that the CONSULTANT will provide the meeting minutes to NHDOT.

4.2c Ashuelot River Local Advisory Committee (LAC) Coordination

Portions of the proposed project are anticipated to be located within the designated river corridor of the Ashuelot River. A letter will be sent to the Ashuelot River Local Advisory Committee (LAC) and the CONSULTANT will schedule and attend up to one (1) meeting to discuss the proposed project and impacts with the LAC.

4.2d Conservation Commission Meetings

The CONSULTANT will attend up to two (2) City of Keene Conservation Commission meetings, if necessary, and up to two (2) Town of Swanzey Conservation Commission meetings, if necessary, to present the proposed project and obtain input from the commissions. It is assumed that one (1) CONSULTANT staff member will attend the conservation commission meetings.

4.2e Public Meetings

The CONSULTANT will attend one Public Informational Meeting during the 30-day public comment period. It is assumed that attendance at a City Council Meeting will serve as the Public Informational Meeting for the proposed project. The intent of the meeting is to provide an opportunity for the public to comment on the Proposed Action and satisfy the community involvement requirements of the FAA and the NEPA process. It is assumed that up to two (2) CONSULTANT staff members will attend the meeting to present the Proposed Action and associated impacts and prepare a summary of the meeting minutes. Public comments received during the meeting will be recorded and addressed in the Final EA.

4.3 Preparation of Draft Environmental Assessment Report

The CONSULTANT will prepare a Draft EA in accordance with current federal requirements and guidelines. The EA will be prepared in the general format outlined in the following subtasks.

4.3a Cover Page

A Cover Page will be prepared that identifies the proposed action and its geographic location.

4.3b Proposed Action

This section will provide the background on the proposed project. A detailed description of the elements of the proposed project will be provided.

4.3c Purpose and Need

This section will summarize the Purpose and Need Statement that was developed in Task 2.

4.3d Alternatives

This section will identify and describe alternatives generally consisting of 1) the “No-Action” alternative, and 2) one build alternative. Both the No-Build and Build Alternative will be evaluated based on whether they meet the project’s Purpose and Need.

4.3e Affected Environment

This section will provide a concise description of the Affected Environment in the vicinity of the proposed project including existing and planned land uses, environmental features, natural resources, socioeconomic conditions, population, and industrial and commercial growth. Applicable figures and maps will be prepared including a location map, vicinity map, and an existing airport condition drawing, based upon readily available GIS data and mapping provided by the SPONSOR.

4.3f Environmental Consequences and Mitigation

Pertinent social, economic, and environmental characteristics in the vicinity of the Airport will be examined to determine if potentially significant impacts may result from the proposed project.

The following is a list of environmental impact categories that are not anticipated to have significant environmental consequences and will be addressed in the EA only briefly and in general terms:

- Climate
- Coastal Resources
- Land Use
- Natural Resources and Energy Supply
- Noise and Compatible Land Use
- Socioeconomics, Environmental Justice, and Children’s Environmental Health and Safety

The following is a list of environmental impact categories that will be addressed in greater detail in the EA. A more detailed analysis and discussion of the environmental impacts on these resources will be provided:

- Air Quality
- Biological Resources (including fish, wildlife, and plants)
- Department of Transportation Act, Section 4(f)
- Farmlands
- Hazardous Materials, Solid Waste, and Pollution Prevention
- Historical, Architectural, Archaeological, and Cultural Resources
- Visual Effects (including light emissions)
- Water Resources (including wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers)
- Cumulative Impacts

4.3f(1) Air Quality

The Airport is located in Cheshire County, New Hampshire. According to the US Environmental Protection Agency (EPA), Cheshire County is not designated as a Nonattainment/Maintenance Area for the current National Ambient Air Quality Standards (NAAQS). Therefore, a conformity analysis is not required. The proposed project is not anticipated to result in operational changes at the Airport that would result in air quality impacts. A screening will be performed to confirm that the project will not generate significant emissions.

4.3f(2) Biological Resources

The potential of the proposed project to directly or indirectly impact wildlife and/or plant communities will be addressed. The results of the coordination completed in Subtask 4.1c will be summarized.

4.3f(3) Section 4(f)

The proposed project is anticipated to be located entirely on existing Airport property, and therefore is not anticipated to impact publicly owned parks, recreation areas, or wildlife and waterfowl refuges. However, Section 4(f) also applies to publicly and privately owned significant historic sites. It is assumed that the proposed project will result in no adverse effect on historic properties. Based on this assumption, the proposed project is anticipated to meet the *de minimis* requirements relating to Section 4(f). This section will summarize the results of the cultural and historic resources review and the Section 106 determination as it relates to the Section 4(f) applicability.

4.3f(4) Farmlands

Portions of the Airport property are identified as prime farmland, farmland of statewide importance, and farmland of local importance. Impacts to farmland soils will be quantified and the Farmland Conversion Impact Rating Form (AD-1006) will be completed and submitted to the Natural Resources Conservation Service (NRCS).

4.3f(5) Hazardous Materials

The potential for the project to encounter hazardous materials will be discussed in general terms.

4.3f(6) Cultural and Historic Resources

The results of the Section 106 consultation carried out in Subtask 4.1d will be summarized. Impacts and associated mitigation measured will be discussed. It is assumed that the proposed project will result in a "no adverse effect" determination from NHDHR.

4.3f(7) Visual Effects

The potential for the project to induce airport-related visual impacts on nearby residents will be addressed. The expected visibility from nearby residences will be examined and described qualitatively.

4.3f(8) Water Resources

The proposed project is anticipated to involve direct and secondary impacts to wetland resources. Wetland impacts will be quantified in terms of total area and wetland functions and values affected. Federal and state wetland permitting, and mitigation requirements will be determined through

3.3 Review Field Visit of Existing Conditions Base Plan

The CONSULTANT will perform an on-site visit to verify the visible existing conditions base plan prepared from existing digital information and review possible fence layouts.

3.4 Prepare Preliminary Layout Plans

The CONSULTANT will prepare a design for the location of the wildlife fencing including the consideration of one (1) alternative in addition to the no-build alternative. The CONSULTANT will prepare sketches and draft figures for review with the SPONSOR, NHDOT, and FAA (at the discretion of NHDOT). Based on comments received, the CONSULTANT will prepare layout plans showing the positioning of the proposed wildlife fencing.

3.5 Prepare and Compile Preliminary Plan Set

The CONSULTANT will prepare the following plans for the 30% Preliminary Design submission using the design specified above. The anticipated 30% Preliminary Design plan set is as follows:

1. Cover sheet
2. General Plan
3. General Notes
4. Existing Conditions Plan (up to 5 sheets)
5. Layout Plan (up to 5 sheets)
6. Fence Details
7. Erosion and sedimentation control plans (up to 5 sheets)
8. Erosion and sedimentation control details

3.6 Semi-Final Design Submission to EEN, NHDOT, & FAA

The CONSULTANT will submit the 30% Preliminary Design to the SPONSOR, NHDOT, and FAA for review. This task is for the final preparation, coordination, and packaging of the submission for delivery.

3.7 Preliminary Design Review Meeting

The CONSULTANT will schedule and attend a Review Meeting with the SPONSOR, NHDOT, and FAA, and other stakeholders to go over the review comments on the 30% Preliminary Design plans. The review meeting will be at the Airport and assumes two (2) CONSULTANT employees will attend and will document the meeting proceedings in a formal set of meeting notes.

3.8 Preliminary Design Plan Revisions and Final Submission

30% Preliminary Design plans will be revised based on comments and changes that result from input from the SPONSOR, NHDOT, and FAA in Task 3.7. Final 30% Preliminary Design Plans will be submitted to the SPONSOR, NHDOT, and FAA.

TASK 4.0 – ENVIRONMENTAL ASSESSMENT

The Environmental Assessment (EA) scope of work is organized into the following subtasks:

- 4.1 Resource Identification and Data Collection
- 4.2 Meetings and Stakeholder Coordination
- 4.3 Preparation of Draft EA Report
- 4.4 Preliminary Draft EA Internal Distribution and Review
- 4.5 Draft EA Public Distribution
- 4.6 Preliminary Final EA
- 4.7 Final EA

4.1 Resource Identification and Data Collection

This task will involve the collection and review of available social, economic, and environmental data relevant to and located within the vicinity of the proposed project. Data sources will consist of existing GIS data layers, resource databases, previous reports/studies/reviews, agency and public input, and field reviews. The CONSULTANT will gather existing information on the environmental impact categories outlined in Task 4.3 sufficient to describe the existing conditions and evaluate impacts from the proposed project.

The Study Area for the proposed project is shown on Figure 1 (**EXHIBIT A**). The Study Area is divided into two separate areas along the eastern and western sides of the active airfield totaling approximately 239 acres.

4.1a Wetlands and Surface Waters

The CONSULTANT will review available wetland and surface water data layers including National Wetland Inventory (NWI) mapping, National Hydrography Dataset (NHD) mapping, New Hampshire Department of Environmental Services (NHDES) Priority Resource Area (PRA) mapping, and NH designated rivers, to identify potential wetland and surface water resources in the vicinity of the proposed project.

The CONSULTANT will delineate wetlands and surface waters located within the approximately 239-acre Study Area depicted on Figure 1 (**EXHIBIT A**), in accordance with NHDES requirements and the *Corps of Engineers Wetlands Delineation Manual* (January 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Version 2.0* (January 2012). Wetland boundaries, the ordinary high water of surface waters, and the top of bank of surface waters will be delineated and demarcated in the field using intervisible flagging labeled with an alpha numeric sequence. Flag locations will be surveyed using a Trimble Geo7X GPS unit (or similar) with sub-meter accuracy. GPS data will be postprocessed using the differential correction tool in Pathfinder Office to improve the horizontal accuracy.

Descriptive information will be recorded for wetland resource areas including existing hydrology, vegetation, soils, wetland classifications, wetland functions and values, and notable or unique features (bogs, vernal pools, etc.). General information on surface waters will be collected, however, this scope does not include a formal geomorphic stream assessment. Delineated resources including wetlands and surface waters will be photographed. In addition, the delineation will be documented by preparing US

coordination with the US Army Corps of Engineers, NHDES, and the City of Keene/Town of Swanzey Conservation Commissions. Mitigation is assumed to be required for impacts to NHDES Priority Resource Areas. It is assumed that mitigation will be fulfilled through the Aquatic Resource Mitigation Fund (ARM) in-lieu fee program. Information will be provided to demonstrate compliance with Executive Order 11990, Protection of Wetlands.

The potential for the proposed project to impact water quality, including ground water, surface water bodies, and public water supply systems or federal, state, or tribal water quality standards will be addressed in general terms.

4.3f(9) Cumulative Impacts

The potential for cumulative impacts from past, present, and reasonably foreseeable future projects both on and off the Airport will be addressed in general terms.

4.3g Permitting Requirements

This section will provide a summary of the required local, state, and federal permits.

4.3h List of Preparers

Individuals involved with the preparation of the FA will be identified, along with their respective area of involvement, education, job title, and qualifications.

4.3i List of Agencies and Persons Consulted

Coordination activities will be described in this section. Public information meetings or hearings, meetings with City boards, resource agency coordination, and other meetings and coordination will be included.

4.4 Preliminary Draft EA Internal Distribution Review

Prior to public availability, a Preliminary Draft of the EA will be submitted to the SPONSOR, NHDOT Bureau of Aeronautics, and the FAA for review and comment. Submission will be electronic unless hard copies are requested. Up to six hard copies will be provided if necessary. The CONSULTANT will revise the Preliminary Draft EA based on the comments received as a result of this review. This task assumes up to one round of revisions from the SPONSOR, NHDOT, and the FAA.

4.5 Draft EA Public Distribution

An electronic PDF copy of the Draft EA will be provided to the SPONSOR. Up to six hard copies of the Draft EA will be produced and provided to the SPONSOR upon request. The SPONSOR will be responsible for their distribution, as well as for other notifications regarding the EA. The Draft EA will be made available for a period of 30 days for public and agency review and comment. The document will be available at site(s) chosen in consultation with the SPONSOR.

4.6 Preliminary Final EA

Following the review period, written comments received will be summarized and the Draft EA will be revised accordingly. The resulting document with comments addressed will be the Preliminary Final EA. The Preliminary Final EA will be submitted to the SPONSOR, NHDOT Bureau of Aeronautics, and the FAA for review and comment. Submission will be electronic unless hard copies are requested. Up to six hard

copies will be provided if necessary. The CONSULTANT will revise the Preliminary Final EA based on the comments received as a result of this review. This task assumes up to one round of revisions from the SPONSOR, NHDOT, and FAA.

4.7 Final EA

The Final EA will be produced and provided to the SPONSOR for review. Following approval by the SPONSOR, the CONSULTANT will prepare a cover letter and will distribute the Final EA to the FAA for signature. Following FAA signature of the Final EA, the CONSULTANT will prepare a FONSI for the FAA to review and sign. The CONSULTANT will distribute digital copies of the Final EA and up to two (2) hard copies to the SPONSOR. The CONSULTANT will prepare a Notice of Availability of the Final EA. The SPONSOR will be responsible for the distribution of the Final EA, as well as the publication of the Notice of Availability.

ASSUMPTIONS

1. The SPONSOR will publish public notices prepared by the CONSULTANT.
2. The preparation and submission of permit applications is not included in this scope. It is anticipated to be included in a separate, future project (Phase II) that includes the final design, permitting, bidding, and construction phase services.
3. The proposed schedule is contingent upon suitable weather conditions (no snow cover and ground not frozen) to complete field investigations. The schedule assumes that Notice to Proceed (NTP) is received by February 7, 2023, to allow field studies to be completed prior to onset of unsuitable winter conditions. If NTP is delayed beyond February 7, schedule delays may be incurred.

FEE SUMMARY

2/3/2023

McFarland Johnson, Inc.

Task Order No. 01

Phase I - 30% Preliminary Design and Environmental Assessment for Wildlife Perimeter Fence

Keene Dillant-Hopkins Airport (EEN)

FEE SUMMARY

Task and Description	Payment Terms	Hours	Fee
Task 1.0 – Administration/Project Management	Lump Sum	150	\$ 26,713.00
Task 2.0 - Project Purpose and Need Development	Lump Sum	24	\$ 4,097.00
Task 3.0 – Preliminary Design (30%)	Lump Sum	231	\$ 30,793.00
Task 4.0 – Environmental Assessment	Lump Sum	800	\$ 155,297.00
Totals		1,205	\$ 216,900.00

Subconsultants \$ 28,084.00
MJ Expenses \$ 6,412.03
MJ \$ 182,403.97

FEE DETAIL

2/3/2023

McFarland Johnson, Inc.

Task Order No. 01

Phase I - 30% Preliminary Design and Environmental Assessment for Wildlife Perimeter Fence

Keene Dillant-Hopkins Airport (EEN)

Task 1.0 – Administration/Project Management

	Project Role:	Senior Project Manager	Sr. Project Engineer	Project Engineer	Senior Engineer	Assistant Engineer	Administrative Support	Hours
	Hourly Rate	\$79.17	\$62.78	\$54.98	\$45.51	\$38.12	\$32.00	
1.1	Scope Development	10	10		5			25
1.2	Subconsultant Coordination		10		2	10		22
1.3	Scope & Fee Task Order Preparation	2	8		4			14
1.4	IFE Coordination		6	24			4	34
1.5	Scope & Fee Negotiation	1	2					3
1.6	Miscellaneous Coordination/Assistance	2	10		40			52
TOTAL Hours		15	46	24	51	10	4	150
		\$ 1,187.55	\$ 2,887.88	\$ 1,319.52	\$ 2,321.01	\$ 381.20	\$ 128.00	

Expenses

Printing, Postage and Incidentals	\$ 177.57
Rental Car with Fuel & Tolls (1 Day @ \$115/Day)	\$ 115.00
Meals: 2 @ \$15.00/Each	\$ 30.00
Lodging (0 Night @ \$150/Night)	\$ -
Total Expenses	\$ 322.57

Outside Services

None	\$ -
Total Outside Services:	\$ -

TOTAL HOURS	150
TOTAL DIRECT LABOR COST	\$ 8,225.16
OVERHEAD @ 179.00%	\$ 14,723.04
TOTAL LABOR COST	\$ 22,948.20
FEE @ 15%	\$ 3,442.23
SUBTOTAL	\$ 26,390.43
TOTAL EXPENSES	\$ 322.57
TOTAL OUTSIDE SERVICES	\$ -
TOTAL TASK	\$ 26,713.00
USE LUMP SUM	\$ 26,713.00

McFarland Johnson, Inc.
 Task Order No. 01
 Phase I - 30% Preliminary Design and Environmental Assessment for Wildlife Perimeter Fence

Keene Dillant-Hopkins Airport (EEN)

Task 2.0 - Project Purpose and Need Development

	Project Role:	Senior Project Manager	Sr. Project Engineer	Environmental Manager	Senior Engineer	Environmental Analyst	Technician	Administrative Support	Hours
	Hourly Rate	\$79.17	\$62.78	\$62.78	\$45.51	\$45.51	\$32.50	\$32.00	
2.0	Project Purpose and Need Development	1	1	6	2	14	0	0	24
	TOTAL Hours	1	1	6	2	14	0	0	24
		\$ 79.17	\$ 62.78	\$ 376.68	\$ 91.02	\$ 637.14	\$ -	\$ -	

Expenses

Printing, Postage and Incidentals	\$ 96.68
Rental Car with Fuel & Tolls (0 Days @ \$115/Day)	\$ -
Meals: 0 @ \$15.00/Each	\$ -
Lodging (0 Nights @ \$150/Night)	\$ -
Total Expenses	\$ 96.68

Outside Services

None	\$ -
	\$ -
Total Outside Services:	\$ -

TOTAL HOURS	24
TOTAL DIRECT LABOR COST	\$ 1,246.79
OVERHEAD @ 179.00%	\$ 2,231.75
TOTAL LABOR COST	\$ 3,478.54
FEE @ 15%	\$ 521.78
SUBTOTAL	\$ 4,000.32
TOTAL EXPENSES	\$ 96.68
TOTAL OUTSIDE SERVICES	\$ -
TOTAL TASK	\$ 4,097.00
USE LUMP SUM	\$ 4,097.00

McFarland Johnson, Inc.

Task Order No. 01

Phase I - 30% Preliminary Design and Environmental Assessment for Wildlife Perimeter Fence

Keene Dillant-Hopkins Airport (EEN)

Task 3.0 – Preliminary Design (30%)

	Project Role:	Sr. Project Engineer	Project Engineer	Senior Engineer	Assistant Engineer	Technician	Administrative Support	Hours
	Hourly Rate	\$62.78	\$54.98	\$45.51	\$38.12	\$32.50	\$32.00	
3.1	Review of Existing Available Record Information	1	2	4	8			15
3.2	Prepare Existing Conditions Base Plan from Available Record Information	1		4	16	16		37
3.3	Review Field Visit of Existing Conditions Base Plan			10				10
3.4	Prepare Preliminary Layout Plans	4	4	16	40	16		80
3.5	Prepare and Compile Preliminary Plan Set	4		8	16	24		52
3.6	Semi-Final Design Submission to EEN, NHDOT, & FAA	1		1	2		2	6
3.7	Prepare for and Attend Preliminary Design Review Meeting with EEN, NHDOT, FAA, and other stakeholders	8		8				16
3.8	Preliminary Design Plan Revisions and Final Submission	1		2	4	8		15
TOTAL Hours		20	6	53	86	64	2	231
		\$ 1,255.60	\$ 329.88	\$ 2,412.03	\$ 3,278.32	\$ 2,080.00	\$ 64.00	

Expenses

Printing, Postage and Incidentals	\$ 279.47
Rental Car with Fuel & Tolls (2 Days @ \$115/Day)	\$ 230.00
Meals: 4 @ \$15.00/Each	\$ 60.00
Lodging (0 Night @ \$150/Night)	\$ -
Total Expenses	\$ 569.47

Outside Services

None \$ -

Total Outside Services: \$ -

TOTAL HOURS	231
TOTAL DIRECT LABOR COST	\$ 9,419.83
OVERHEAD @ 179.00%	\$ 16,861.50
TOTAL LABOR COST	\$ 26,281.33
FEE @ 15%	\$ 3,942.20
SUBTOTAL	\$ 30,223.53
TOTAL EXPENSES	\$ 569.47
TOTAL OUTSIDE SERVICES	\$ -
TOTAL TASK	\$ 30,793.00
USE LUMP SUM	\$ 30,793.00

FEE DETAIL

2/3/2023

McFarland Johnson, Inc.
Task Order No. 01
Phase I - 30% Preliminary Design and Environmental Assessment for Wildlife Perimeter Fence

Keene Dillant-Hopkins Airport (EEN)

Task 4.0 – Environmental Assessment

	Project Role:	Senior Project Manager	Senior Project Engineer	Senior Engineer	Environmental Manager	Environmental Analyst	Technician	Administrative Support	Hours
	Hourly Rate	\$79.17	\$62.78	\$45.51	\$62.78	\$45.51	\$32.50	\$32.00	
4.1	Resource Identification and Data Collection								
4.1a	Wetlands and Surface Waters	2	4		8	200			214
4.1b	Wildlife Hazard Site Visit		1	1	2	4			8
4.1c	Threatened/Endangered Species and Fish and Wildlife Habitat				4	16	2		22
4.1d	Cultural and Historic Resources				8	36	2		46
4.1e	Hazardous Materials				1	6	2		9
4.1f	Water Quality				1	8	2		11
4.1g	Floodplains				1	8	2		11
4.1h	Public and Conservation Lands				1	2	2		5
4.1i	Invasive Plant Species				1	4	4		9
4.2	Meetings and Stakeholder Coordination								
4.2a	Resource Agency Coordination Meetings	1	1	3	1	18			24
4.2b	Cultural Resource Agency Meetings		1	2	1	6			10
4.2c	Ashuelot River Local Advisory Committee (LAC) Coordination		1	4	1	12			18
4.2d	Conservation Commission Meetings		1	4	2	40			47
4.2e	Public Meeting	1	1	4	4	12			22
4.3	Preparation of Draft Environmental Assessment Report								
4.3a	Cover Page				1	2			3
4.3b	Proposed Action	1	2	4	2	8			17
4.3c	Purpose and Need	1	2		2	4			9
4.3d	Alternatives	1	2		2	8			13
4.3e	Affected Environment	1	2		8	32	16		59
4.3f	Environmental Consequences and Mitigation	1	2	8	16	68	8		103
4.3g	Permitting Requirements				2	6			8
4.3h	List of Preparers				1	4			5
4.3i	List of Agencies and Persons Consulted				1	2			3
4.4	Preliminary Draft EA Internal Distribution Review	1	2	4	4	20	4	2	37
4.5	Draft EA Public Distribution	1	2	2	2	8	2	4	21
4.6	Preliminary Final EA	1	2	2	4	24	4	2	39
4.7	Final EA	1	2	2	4	12	2	4	27
	TOTAL Hours	13	28	40	85	570	52	12	800
		\$ 1,029.21	\$ 1,757.84	\$ 1,820.40	\$ 5,336.30	\$ 25,940.70	\$ 1,690.00	\$ 384.00	

Expenses

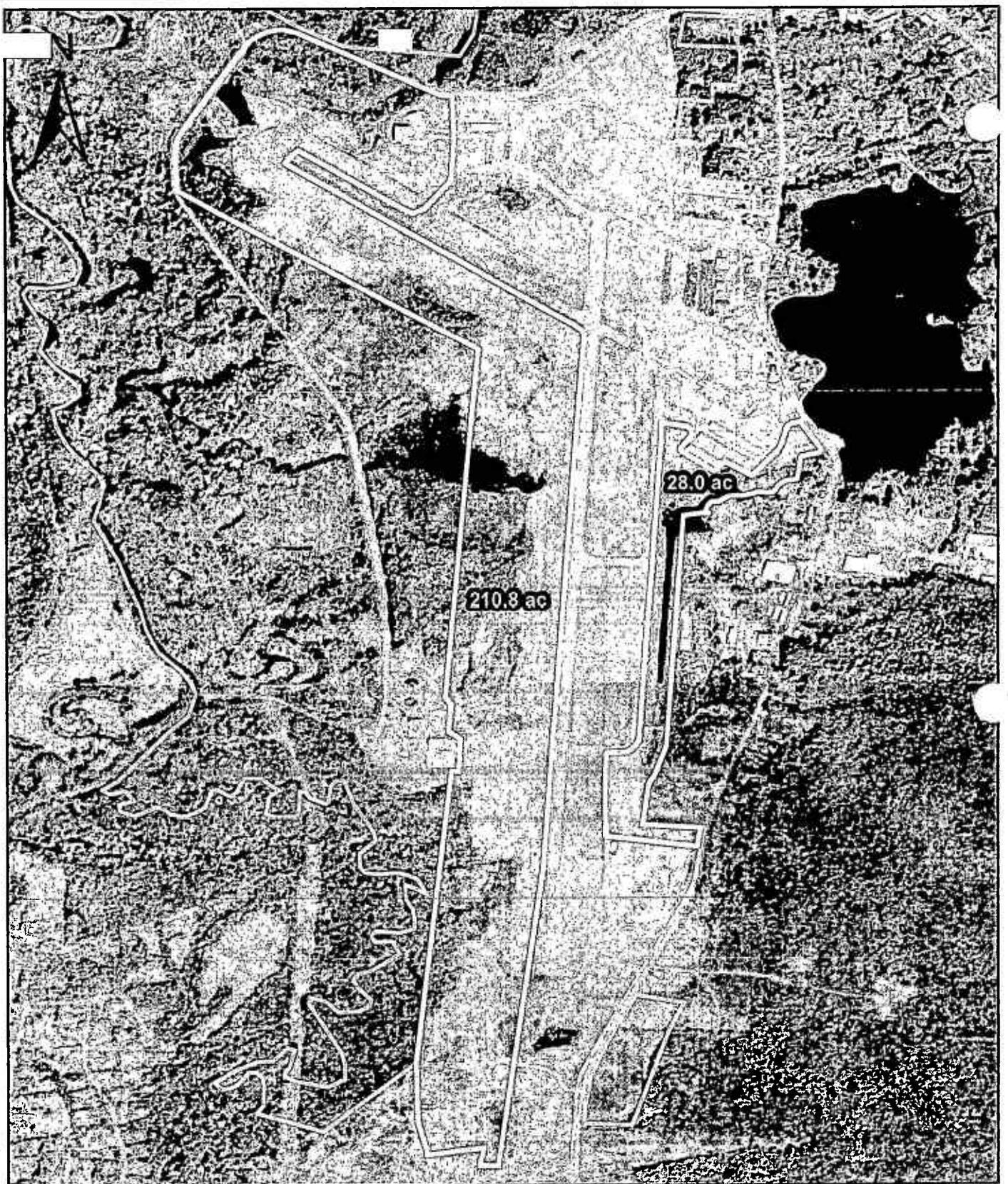
Printing, Postage and Incidentals	\$ 228.31
Rental Car with Fuel & Tolls (23 Days @ \$115/Day)	\$ 2,645.00
Meals: 50 @ \$15.00/Each	\$ 750.00
Lodging (12 Nights @ \$150/Night)	\$ 1,800.00
Total Expenses	\$ 5,423.31

Outside Services

Loomacres Wildlife Management	\$ 4,978.00
Monadnock Archaeological Consulting, LLC	\$ 23,108.00
Total Outside Services:	\$ 28,084.00

TOTAL HOURS	800
TOTAL DIRECT LABOR COST	\$ 37,958.45
OVERHEAD @ 179.00%	\$ 67,945.63
TOTAL LABOR COST	\$ 105,904.08
FEE @ 15%	\$ 15,885.61
SUBTOTAL	\$ 121,789.69
TOTAL EXPENSES	\$ 5,423.31
TOTAL OUTSIDE SERVICES	\$ 28,084.00
TOTAL TASK	\$ 155,297.00
USE LUMP SUM	\$ 155,297.00

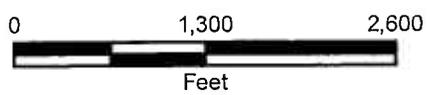
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Keene Perimeter Fence Study Area 2023
Airport Property (SEPT 2022)

KEENE DILLANT-HOPKINS AIRPORT
PHASE I - 30% PRELIMINARY DESIGN AND EA
WILDLIFE PERIMETER FENCE

STUDY AREAS

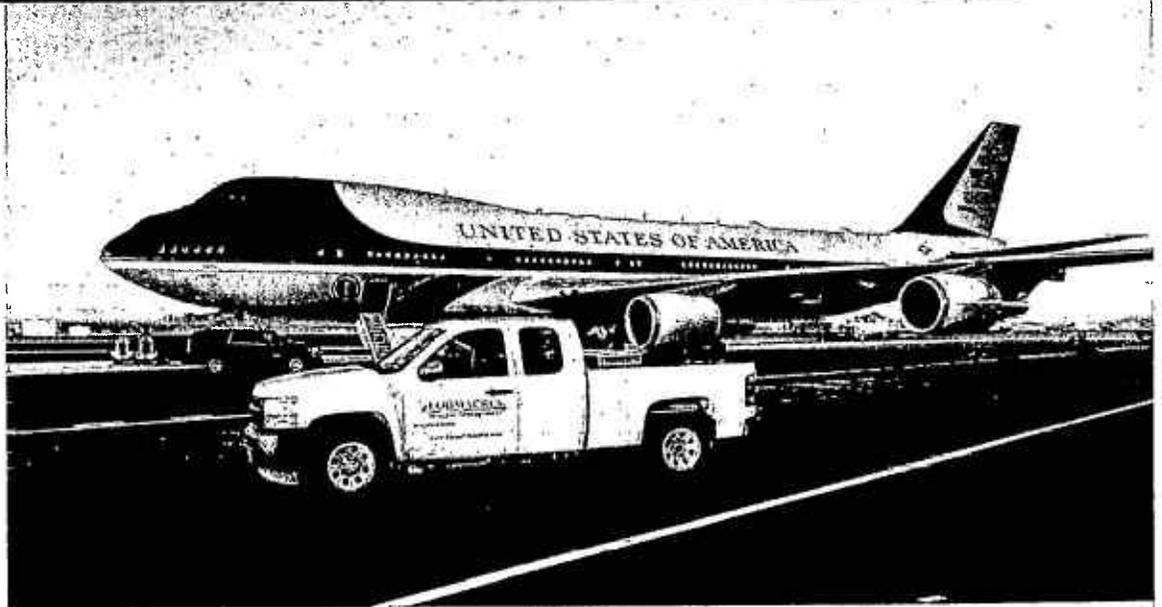


SCALE: 1 inch = 1,300 feet	DATE: JANUARY 2023	FIGURE: 1
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 **McFarland Johnson**

Logistics
Wildlife
Management Inc.

Wildlife Hazard Site Visit for Keene Dillant-Hopkins Airport (EEN)



PRIMARY OBJECTIVES:

Loomacres' staff will conduct a Wildlife Hazard Assessment Site Visit and develop a site visit report as required by the FAA, Title 14 139.337(b) (1-4), and in accordance with the current version of Advisory Circular 150/5200-33, and all other relevant AC's, Cert-Alerts, Bulletins and Publications. All the field work (100%) provided as part of this project will be carried out by FAA Qualified Wildlife Biologists. This section describes the specific activities that will be completed for the Wildlife Hazard Assessment Site Visit. A detailed schedule for individual tasks and deliverables will be discussed in the next section. Loomacres is available to start this project at the request of the airport. The project will be completed within two months of the NTP.

PHASE I: WILDLIFE HAZARD ASSESSMENT SITE VISIT (3 Days):

- I. An avian survey will be conducted to document the species, number, habitat use and seasonal activity of birds that inhabit the airport. The survey will be conducted at sites located on and adjacent to the airport property. Site selection will be determined at the start of the project. During the survey each of the sites will be visited for 3 minutes. The birds that are observed during this time will be documented. The results will be analyzed and included in the final WHSV report.
- II. Large mammal surveys will be conducted during the visit. Spotlights/Night vision/Infra-red will be used to document the abundance and distribution of mammals. A vehicle will be used to survey the AOA and surrounding property. The route the vehicle will travel will be determined during the visit to the airport. The results will be analyzed and included in the final WHSV report.
- III. Vegetation surveys will be conducted to determine the dominant vegetation species on the airport. Vegetation height will be monitored at each survey location to determine the average grass height throughout the airport. Loomacres will also make planting recommendations as needed to ensure that no new attractants are created. The results will be analyzed and included in the final WHSV report.
- IV. Perimeter fence surveys will be conducted during the visit to the airport. If a breach in the fence is discovered, the location and recommendations will be provided to the airport immediately. A summary of the results will be provided in the final WHSV report.
- V. Loomacres Inc. staff will also document all major wildlife attractants and wildlife hazards at the airports and within 5 miles of the airport. This data and mitigation recommendations will be presented in the final WHSV report.
- VI. The Wildlife Hazard Assessment Site Visit Report will also analyze the history of bird strikes that have occurred at the airport.

- VII. The Wildlife Hazard Assessment will describe in detail the wildlife hazards that may pose a risk to aircraft operations and determine if the conditions warrant the initiation of an in-depth year-long wildlife hazard assessment.
- VIII. A review of all wildlife-associated permits will be assessed, and a historical review of their use will be presented in the Wildlife Hazard Assessment.
- IX. Loomacres will review the airports current WHMP and make recommendations on areas of improvement and point out areas where they plan is making achievements. At the discretion of the airport Loomacres will updated the plan as needed to reflect that airport new goals and objectives.
- X. One month after completing the field work the findings of the surveys, and all above mentioned will be compiled into FAA approved WHSV report and will be presented to the airport. The report will also include a description of any potential wildlife hazards observed on and around the airport. In addition, the report will provide recommendations for reducing identified wildlife and their potential for causing wildlife strikes and make recommendations for mitigating the wildlife attractants found on and around the airport.

Pricing Information for Site Visit and Reporting:

• Labor Total on Airfield:	36 Hours
• Labor Total for Reporting:	8 Hours
• Total Billable Hours:	44 Hours

Labor Cost Breakdown

- Travel Expenses (Vehicle, Supplies, Travel)	\$ 1,444.00
- Total Billable Hours (44 Total Hours @ \$80.32/hr)	\$ 3,534.00
Total Amount for Site Visit and Reporting	\$ 4,978.00



MONADNOCK
ARCHAEOLOGICAL CONSULTING, LLC

144 GREENWOOD ROAD • DUBLIN, NH 03464 • 603-563-8123
WWW.MONADARCH.COM

January 9, 2023

Mr. Stephen Hoffmann
MacFarland-Johnson
620 Hinesburg Rd #230
South Burlington, VT 05403

Dear Mr. Hoffmann:

This letter is a proposal for a combined Phase IA Intensive Archaeological Investigation and Phase IB Archaeological Sensitivity Assessment for the proposed Dillant-Hopkins Airport fencing project in Keene, New Hampshire. This study will follow guidelines established for archaeological surveys by the New Hampshire Division of Historical Resources (NHDHR). Tasks will include background research, a visual inspection of the project area to determine areas of prior disturbance and identify areas of archaeological sensitivity, and the excavation of a maximum of 200 shovel test pits.

All test pits will be 50cm square, placed at 8M and 4M intervals, and excavated by 10cm level within natural soil strata. All soils will be screened through ¼" mesh screen, and test pits will be backfilled upon completion. Any artifacts recovered will be cleaned, cataloged, analyzed, and prepared for curation. NHDHR archaeological inventory forms will be completed for any sites identified. Following NHDHR guidelines, should no archaeological sites be identified, the results will be reported using a "short report" format. Should archaeological sites be identified, the results will be reported in a full-length report that will include a recommendation on the need (if any) for additional archaeological study.

During this archaeological investigation, should artifacts be recovered, they will be collected and transported to an archaeological laboratory for processing and analysis. However, the artifacts will remain the property of the landowner. At the conclusion of the investigation, which typically includes field work, artifact analysis, reporting, and agency review and approval, the artifacts will be appropriately packaged and returned to the landowner unless the landowner chooses to donate the artifacts to the State of New Hampshire. If the landowner chooses to donate the artifacts, the consulting archaeologist will submit the artifacts to the State's curation facility along with documentation of the transfer of ownership. Any fees charged for placing the artifacts in the State's curation facility are not included in this proposal.

This proposal represents a maximum "not to exceed" scope of work that assumed all 200

proposed test pits will be excavated and archaeological sites identified. Should fewer test pits be required and/or no sites be identified, the final cost will be reduced accordingly, and the final invoice will reflect actual time expended.

I will serve as Principal Investigator and will direct all aspects of the study. We are available to begin work on this project immediately and will deliver the final report to you within thirty days of the acceptance of this proposal. The following are the tasks and hours for completion of this project, broken down by labor category, and the total cost for this project:

Tasks	Field Crew	Project Archaeologist	Principal Investigator
Background Research	0	2	2
Visual Inspection	0	8	0
Shovel Testing	320	80	16
Analysis	10	8	8
Report Production	0	16	24
Totals	330	114	50

Itemized Costs:

Field Crew: 330 hours @ \$35.00/hour	\$11,550.00
Project Archaeologist: 114 hours @ \$55.00/hour	\$6,270.00
Principal Investigator: 50 hours @ \$90.00/hour	\$4,500.00
Mileage: 1,200 miles @ .655/mile	\$786.00
Total Cost	\$23,106.00

An invoice will be submitted with the final report.

Please let me know if you have any questions concerning this proposal. I look forward to working with you on this project.

Sincerely,

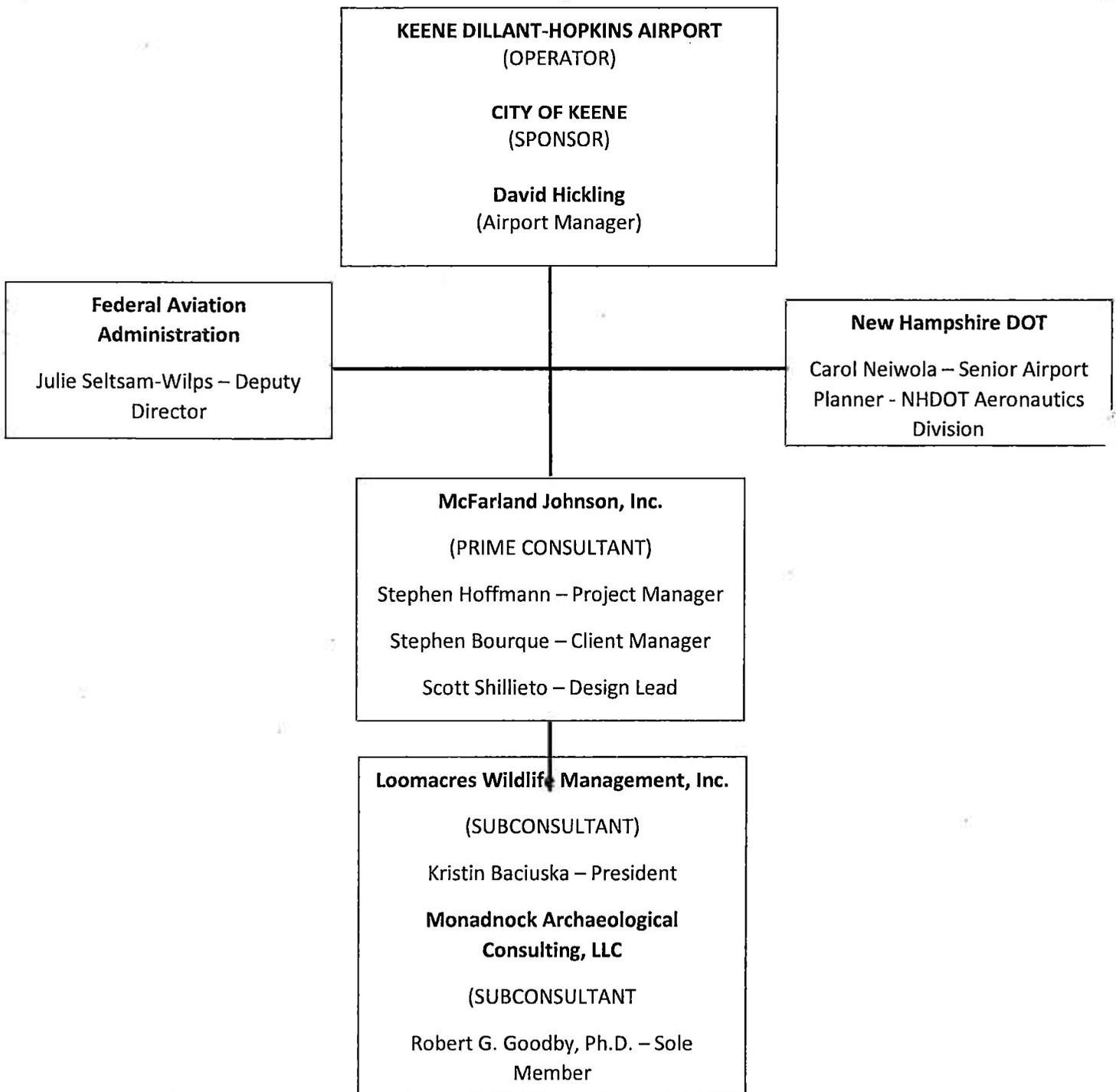


Robert G. Goodby, Ph.D.
Sole Member

**PROFESSIONAL SERVICES FOR
PHASE I
30% PRELIMINARY DESIGN AND ENVIRONMENTAL ASSESSMENT**

ORGANIZATIONAL CHART

JUNE 30, 2022





Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG 08-XX-2022

Description of Work: Phase I - 30% Preliminary Design and Environmental Assessment for Wildlife Perimeter Fence

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 certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project 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 (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project 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; and
- 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 prior to commencement of project (2 CFR § 182.210).

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 (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- 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 (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) 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; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs 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, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

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

Location 2 (if applicable)

Name of Location: McFarland-Johnson, Inc.
Address: 53 Regional Drive, Concord, NH 03301

Location 3 (if applicable)

Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

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.

Executed on this 7th day of February, 2023

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Aiarport Director

Signature of Sponsor's Authorized Official:  _____

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.

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

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG 08-XX-2022

Description of Work: Phase I - 30% Preliminary Design and Environmental Assessment for Wildlife Perimeter Fence

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

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.

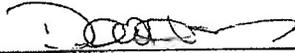
Executed on this 7th day of February, 2023

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Aiarport Director

Signature of Sponsor's Authorized Official: _____



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.

CERTIFICATION REGARDING LOBBYING

Certification for 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION City of Keene	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	*First Name: David
	Middle Name:
*Last Name: Hickling	Suffix:
*Title: Airport Director	
* SIGNATURE: 	* DATE: 2/7/2023



**FAA
Airports**

**ASSURANCES
AIRPORT SPONSORS**

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 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 Exclusive Rights and 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 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, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure 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-Management.

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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 pilots 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 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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 49 U.S.C. § 47107.

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 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 (**Selection Criteria: Sponsor Name**), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment 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, 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of 11/17/2022.

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 of 49 CFR Part 24 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans.
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

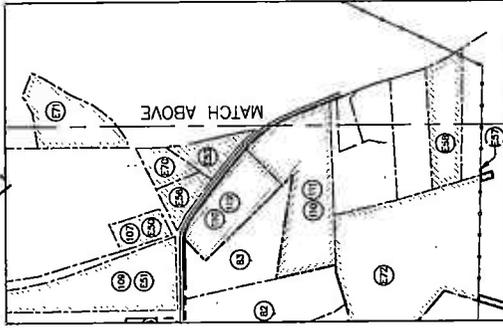
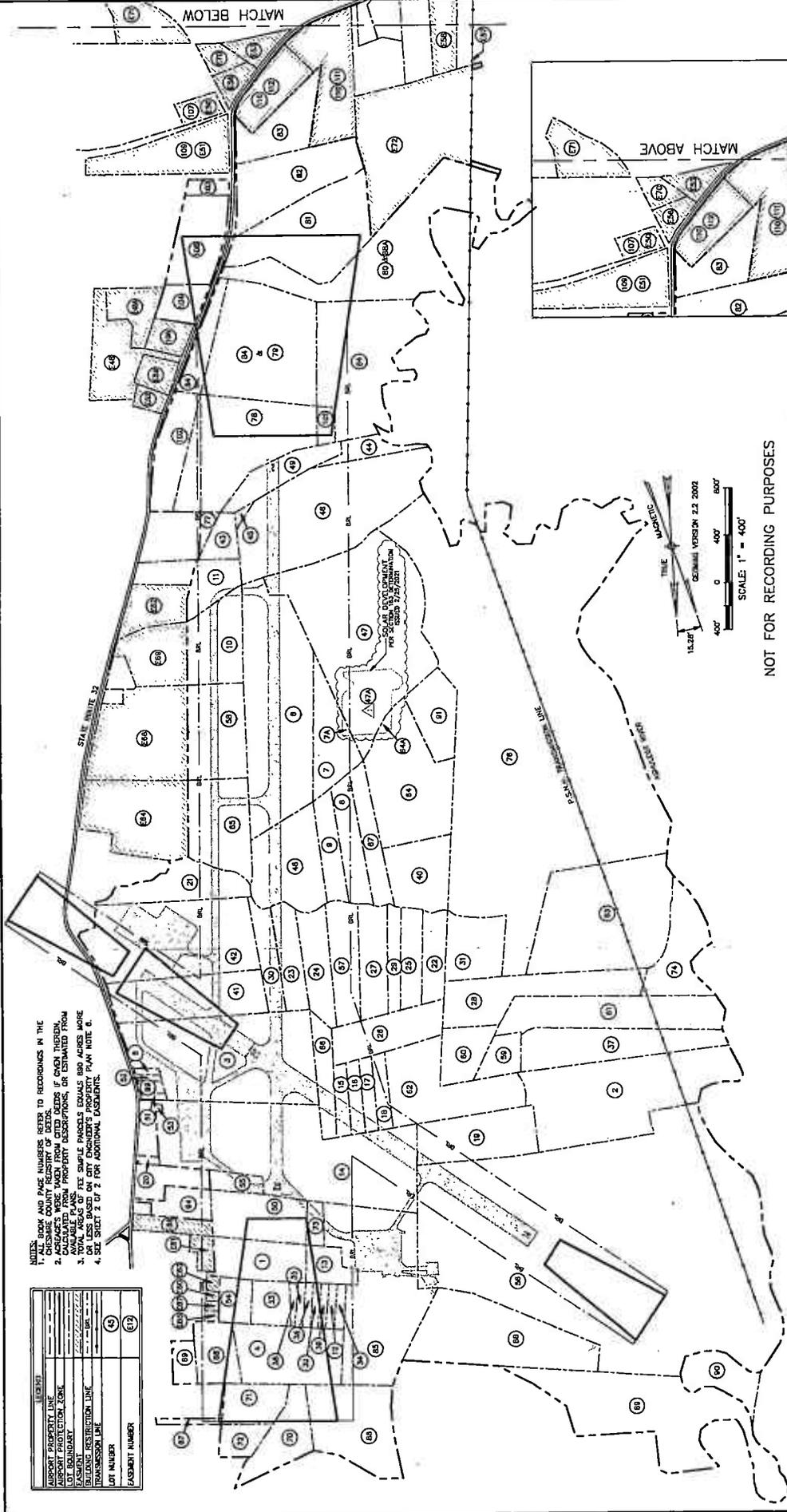
NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

LEGEND	
	1 AIRPORT PROPERTY LINE
	2 AIRPORT PROTECTION ZONE
	3 LOT BOUNDARY
	4 SUBDIVISION BOUNDARY
	5 RAILROAD RESTRICTION LINE
	6 TRANSMISSION LINE
	7 LOT NUMBER
	8 EASEMENT NUMBER

- NOTES:**
1. THIS PLAN AND PLAT NUMBERS REFER TO RECORDS IN THE CHESTER COUNTY REGISTER OF DEEDS.
 2. MEASUREMENTS WERE TAKEN FROM GROUND SURVEY DATA, OR FROM AVAILABLE PLANS.
 3. TOTAL AREA OF THIS PARCEL IS 1.0000 ACRES.
 4. SEE SHEET 2 OF 2 FOR ADDITIONAL COMMENTS.



MATCH BELOW

NOT FOR RECORDING PURPOSES

Lot No.	Area (Acres)	Owner	Remarks
1	0.01
2	0.01
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1. PARCELS 1-10
2. PARCELS 11-20
3. PARCELS 21-30
4. PARCELS 31-40
5. PARCELS 41-50
6. PARCELS 51-60

EXHIBIT A
DELAWARE COUNTY AIRPORT
PROJECT NO. 2000-00-00

APPROVED
DATE
BY
DATE

APPROVED
DATE
BY
DATE



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Keene

Airport: Keene Dillant-Hopkins Airport

Project Number: SBG 08-XX-2022

Description of Work: Phase I - 30% Preliminary Design and Environmental Assessment for Wildlife Perimeter Fence

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

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 7th day of February, 2023

Name of Sponsor: City of Keene

Name of Sponsor's Authorized Official: David Hickling

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____



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.