



FAA  
Airports

## Grant Assurances Airport Sponsors

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### A. General.

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

### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

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

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

**Federal Legislation**

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

**Executive Orders**

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

### **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

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

**Office of Management and Budget Circulars**

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

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

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

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

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

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

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

**4. Good Title.**

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

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

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure

that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
  7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
  8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
  9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
  10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
  11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport,

it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
  - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam

era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of



this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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

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

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- 23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
  - a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
  - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.
- 24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.
- 25. **Airport Revenues.**
  - a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the

airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

- 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections. It will:**

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports

available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

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

**28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

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

- 30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

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

**31. Disposal of Land.**

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

from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
  33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
  34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 25, 2012 (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
  35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
  36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to



have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
    - 1) Describes the requests;
    - 2) Provides an explanation as to why the requests could not be accommodated; and
    - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
  - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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 employees of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into 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 employees of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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

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

Date: April 30, 2012

Chatham Airport Commission

Name of Sponsor

By Jill R. Goldsmith  
Jill R. Goldsmith  
Title Town Manager

EXHIBIT "A" PROPERTY MAP CERTIFICATION

I HEREBY CERTIFY THAT THE EXHIBIT "A" PROPERTY MAP DATED June 4, 1995, AND ATTACHED TO THE GRANT AGREEMENT FOR AIP PROJECT NO. 3-25-0015-07 REFLECTS THE CURRENT INFORMATION AS OF THIS DATE.

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

DATE: April 30, 2012

Chatham Airport Commission  
NAME OF SPONSOR

BY   
Jill R. Goldsmith

TITLE Town Manager



Deval L. Patrick, Governor  
Richard A. Davey, Secretary & CEO  
Christopher J. Willenborg, Administrator



## GRANT ASSURANCES Chatham Municipal Airport

Construct Snow Removal Equipment (SRE) Building  
AIP Project No. # 3-25-0015-21-2013  
State Project No. # COXSRECT

### A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Chatham Municipal Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Chatham Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Chatham.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant Agreements dated 10/9/2013 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Chatham.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean Construct Snow Removal Equipment (SRE) Building and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the FAA, the Airport Commission and the Aeronautics Division.

Logan Office Center, One Harborside Drive, Suite 205N  
East Boston, MA 02128  
Tel: 617-412-3680, TDD: 617-973-7306  
[www.mass.gov/massdot](http://www.mass.gov/massdot)

**B. General.**

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.
2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

**C. Duration.**

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

**D. Certifications by the Airport Commission**

1. The Airport Commission hereby assures and certifies that it will comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
  - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
  - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
  - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
  - d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
  - e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;

- f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
- g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;
- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

**E. Certification of the Chairman of the Board of Selectmen of Chatham.**

- 1. Notwithstanding any powers that may be granted to the Board of Selectmen of Chatham the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.
- 2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and

- b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
3. The Town hereby assures, certifies and acknowledges that:
- a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;
  - b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
  - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
  - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
  - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
4. The Town hereby assures and certifies that:
- a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
  - b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and

- c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.
5. The Board of Selectmen hereby assures and certifies that it has authorized their Chairman to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

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

1. The Airport Commission hereby covenants and agrees to:
  - a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
  - b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
  - c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
  - d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

**H. Conformity to Plans, Specifications and Aeronautics Division Approvals.**

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.



**I. Airport Operation and Maintenance.**

1. The Airport Commission shall operate the Airport for:
  - a. the aeronautical benefit of the public using the Airport;
  - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
  - c. the uses intended by the Aeronautics Division and Federal Aviation Administration in the award of their respective funding grants; and
  - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and 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 federal or state agencies for airport maintenance and operation.
3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.
5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division or the Federal Aviation Administration, whichever occurs later.

**J. Compatible Land Use.**

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, 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.

**K. Economic Nondiscrimination.**

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission 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.
6. The Airport Commission shall establish such fair, equal 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.

**L. Airport Revenues.**

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.

2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

**M. Reports and Inspections.**

1. The Airport Commission shall, upon reasonable request:
  - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
  - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
  - c. make all Airport and Airport Commission 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 Aeronautics Division; and
  - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
    - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
    - ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

**N. Airport Layout Plan.**

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:
  - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
  - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and

- c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.
2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:
  - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
  - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

**O. Civil Rights.**

1. The Airport Commission, Board of Selectmen and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

**P. Disposal of Land and Airport Facilities.**

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

**Q. Foreign Market Restrictions.**

1. The Airport Commission and Board of Selectmen shall 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.

**R. Future Grants.**

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

**S. Successors.**

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

**IN WITNESS WHEREOF**, the Airport Commission and the Chairman of the Board of Selectmen of the Town of Chatham certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

Chatham Airport Commission By: <u>[Signature]</u> Title: Chairman Date: <u>11/26/13</u>	I hereby certify that <u>Ronald Hunter</u> is the Chairman of the Chatham Airport Commission and was authorized to execute these Grant Assurances on behalf of the Chatham Airport Commission by a vote taken on <u>11/4/13</u> , a copy of which is attached and made a part hereof. <u>Condolee Cook</u> Reporting Secretary
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Town Manager Chairman of the Board of Selectmen, Town of Chatham By: <u>[Signature]</u> Date: <u>11/26/13</u> <u>per Town Charter</u>	I hereby certify that I, <u>Jill Goldsmith</u> am the Chairman of the Board of Selectmen for the Town of Chatham and have been authorized to execute these Grant Assurances on behalf of the Town of Chatham on this day <u>Nov. 26</u> , 20 <u>13</u> . <u>Julie Smith</u> Town Clerk, Town of Chatham
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