

TENTATIVE AGENDA
Special Town Council Meeting by Zoom Invitation
TUESDAY, AUGUST 25TH, 2020
AT 3:00 PM

'This is a fragrance-free building. Please help us to accommodate our co-workers and clients who are chemically sensitive to fragrances and other scented products. Thank you for not wearing perfume, aftershave, scented hand lotion, fragranced hair products, and or similar products.'

1. Roll Call

NEW BUSINESS:

2. ORDER #201-2020 Acceptance of Grant Offer - AIP

3. Adjournment

The Town of Millinocket will enforce Social Distancing Mandate Regulations. Public Comments and Zoom attendance requests can be emailed to the Town Manager Prior to the Meeting: manager@millinocket.org or call (207) 723-7000 Ext.5 to make special arrangements. The meeting is also streamed live for your convenience @ townhallstreams.com, find the direct links on our website @ millinocket.org. We thank you for complying.

****Stay Healthy, Stay Safe****

PROVIDING FOR: Acceptance of Grant Offer

IT IS ORDERED that the Millinocket Town Council accept grant funds in the amount of \$152,000 for expenditures at the Millinocket Municipal Airport pursuant to the conditions of the Airport Improvement Program (AIP) Project No. 3-23-0030-021-2020; and

IT IS FURTHER ORDERED that the actions of the Town Manager in filing the application for the grant, including all understandings and assurances contained therein, are ratified and confirmed and that the Town Manager is directed to act as official representative of the Town concerning the application and grant and he is authorized to provide such additional information as may be required and to comply with all grant conditions in administration of the grant.

PASSED BY THE COUNCIL: _____

ATTEST: _____



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
New England Region
CT, ME, MA, NH, RI, & VT

FAA ANE-600
1200 District Ave.
Burlington, MA 01803

August 7, 2020

Mr. Harold Davis
Town Manager
c/o Millinocket Municipal Airport
197 Penobscot Ave.
Millinocket, Maine 04462

Dear Mr. Davis:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-23-0030-021-2020 at Millinocket Municipal Airport (MLT) in Millinocket, ME. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, by providing their digital signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their digital signature.
- d. You will not be able to make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.
- f. Grant Offer Agreement must be executed **on or before 12:00 (noon) on FRI, August 28, 2020.**

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws

on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 15 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Airports Regional Office.

Ralph Nicosia-Rusin, 781-238-7612, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Julie Seltsam-Wilps (Aug 7, 2020 12:49 EDT)

Julie Seltsam-Wilps
Deputy Director, Airports Division

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Federal Award Offer Date	<u>August 7, 2020</u>
Airport/Planning Area	<u>Millinocket Municipal Airport</u>
AIP Grant Number	<u>3-23-0030-021-2020</u>
Unique Entity Identifier	<u>051578318</u>
TO:	<u>Town of Millinocket, ME</u>
	<u>(herein called the "Sponsor")</u>

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 12, 2020, for a grant of Federal funds for a project at or associated with the Millinocket Municipal Airport, which is included as part of this Grant Agreement; and

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

Update Airport Master Plan,

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly 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 payable under this Offer is \$152,000. 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 under the provisions of 49 U.S.C. § 47108(b):
 \$152,000 for planning;
 \$0 airport development or noise program implementation; and,
 \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project 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 (2 CFR §200.343).
 The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA 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 FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
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, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States 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 August 28, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is 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.
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, nonprofit or governmental 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 FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA 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 FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- 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 FAA may suspend, cancel, or terminate this 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, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 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 FAA if requested.
- 19. 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 the 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 FAA 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.
- 20. 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 government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 21. AIP Funded Work Included in a PFC Application.**
- Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC

project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated September 28, 2010 is incorporated herein by reference and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee 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 office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. 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.
4. 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.
5. 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)
6. 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).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the

assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

25. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
26. **Coordination.** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
27. **Coordination.** The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Julie Seltsam-Wilps

Julie Seltsam-Wilps (Aug 7, 2020 12:49 EDT)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, Airports Divisor

(Title of FAA Official)

PART II - ACCEPTANCE

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

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

Dated August 17, 2020

Town of Millinocket, ME

(Name of Sponsor)

John Davis

John Davis (Aug 17, 2020 15:55 EDT)

(Signature of Sponsor's Authorized Official)

By: John Davis

(Typed Name of Sponsor's Authorized Official)

Title: Town Manager

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:
(Typed/Printed 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 Maine. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: MAR 12 2020		4. Applicant Identifier: Hoyle, Tanner Project # 390814
5a. Federal Entity Identifier: AIF # 3-23-0030-xxx-2020		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: Town of Millinocket, Maine		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 01-6000271		* c. Organizational DUNS: 0515783160000
d. Address:		
* Street1: 197 Penobscot Avenue		
Street2: _____		
* City: Millinocket		
County/Parish: Penobscot		
* State: ME: Maine		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 04455		
e. Organizational Unit:		
Department Name: Millinocket Municipal Airport		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.		* First Name: Ralph
Middle Name: _____		
* Last Name: Soudier		
Suffix: _____		
Title: Director of Public Works		
Organizational Affiliation: Town of Millinocket, Maine		
* Telephone Number: 207-723-7030		Fax Number: 207-723-7029
* Email: publicworks@millinocket.org		

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 (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Airport Master Plan Update

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

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.

Add Attachment

Delete Attachment

View Attachments

17. Proposed Project:

* a. Start Date

* b. End Date

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="136,800.00"/>
* b. Applicant	<input type="text" value="7,600.00"/>
* c. State	<input type="text" value="7,600.00"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="152,000.00"/>

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

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachments

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

Harold R Davis

* Date Signed



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 Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3 Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4 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: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5 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>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

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	\$ 136,800	\$ 15,200	\$ 152,000
2.				
3. TOTALS		\$ 136,800	\$ 15,200	\$ 152,000

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	\$ 129	\$	\$	\$	\$ 129
b. Airport Planning	151,871				151,871
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal	152,000				152,000
f. Program Income					
g. TOTALS (line e minus line f)	\$ 152,000	\$	\$	\$	\$ 152,000

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Town of Millinocket and MaineDOT Shares	\$ 7,600	\$ 7,600	\$	\$ 15,200
6.				
7. TOTALS	\$ 7,600	\$ 7,600	\$	\$ 15,200

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	\$ 136,800	\$ 136,800	\$	\$	\$
9. Non-Federal	15,200	15,200			
10. TOTAL	\$ 152,000	\$ 152,000	\$	\$	\$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Part IV - Program Narrative

(Suggested Format)

PROJECT: Airport Master Plan Update

AIRPORT: Millinocket Municipal Airport

1. Objective:

The Town of Millinocket, Maine (the OWNER) requests to complete a comprehensive Airport Master Plan Update with Airport Layout Plan (ALP) drawing set and Exhibit A Property Map for the Millinocket Municipal Airport (MLT). The focus of this Master Plan Update will identify changes and improvements necessary to accommodate aviation activity 20 years into the future. The justification for future federal financial support for the crosswind runway will be a major focus element of the study along with alternatives should future federal funding not be available. A limited airport property boundary land survey will be completed along Medway Road as additional land has recently been made available to the airport through a bankruptcy judgement.

2. Benefits Anticipated:

The intent is to create a detailed narrative report and updated ALP plan set that accurately defines a path forward for the Town of Millinocket as it works to improve financial self-sustainability, aeronautical facilities and aeronautical services to support the National Airspace System and aviation in the State of Maine.

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

Project Scope and Fee Summary, Project Schedule, Environmental Statement, DBE Statement, and Statement of Coordination with Airport Users all included in attached SECTION IV NARRATIVE.

4. Geographic Location:

From Augusta, take Route 27 N/E through Farmington, New Vineyard, and Kingfield. Continue from Kingfield approximately 14 miles t

5. If Applicable, Provide Additional Information:

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

Hoyle, Tanner & Associates, Inc.
125 College Street, 4th Floor, Burlington, VT 05401
Patrick J. Sharrow, AAE 802-860-1331, x-318

**PART IV PROGRAM NARRATIVE
GRANT APPLICATION FOR FEDERAL ASSISTANCE**

AIRPORT MASTER PLAN UPDATE

**MILLINOCKET MUNICIPAL AIRPORT
MILLINOCKET, MAINE**

PROJECT DESCRIPTION

Prepare a comprehensive Master Plan Update narrative report, Airport Layout Plan (ALP) drawing set and Exhibit A Property Map for the Millinocket Municipal Airport (the Airport or MLT). By completing this scope of work, the documents required for Federal Aviation Administration (FAA) review and conditional approval of future airport development plans will be created.

This update will follow guidelines contained in, but not limited to, the following:

- AC 150/5070-6B – Airport Master Plans (Change 2, January 27, 2015)
- ARP SOP 2.00, Standard Operating Procedure (SOP) for FAA Review and Approval of Airport Layout Plans (ALPs) (October 1, 2013)
- ARP SOP 3.00, Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013)
- AC 150/5300-13A – Airport Design (Change 1, February 26, 2014)
- Order 5050.4B – National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects (April 28, 2006)
- Order 1050.1F – Environmental Impacts: Policies and Procedures (July 16, 2015)
- 1050.1F Desk Reference (July 16, 2015)
- Noise Control and Compatibility Planning for Airports APP-600
- Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects AC 150/5100-17 (Change 6, November 7, 2005)

The project will identify changes and improvements necessary to accommodate aviation activity 20 years into the future. The justification for future federal financial support for the crosswind runway will be a major focus element of the study along with alternatives should future federal funding not be available. A limited airport property boundary land survey will be completed along Medway Road as additional land has recently been made available to the airport through a bankruptcy judgement. An ALP drawing set including an updated Exhibit A Property Map and supporting narrative report will be a portion of the final products of this study. The report will explain the reasoning behind and the important features of the revised ALP drawing set and document the planning standards used. The narrative report will consist of the following sections:

- A. Inventory of Existing Conditions
- B. Aeronautical Forecasts
- C. Airport Facility Requirements
- D. Development Alternatives Analysis
- E. Environmental Inventory and Waste Reduction & Recycling Plan

- F. Airport Layout Plan Set
- G. Capital Improvement Plan

The elements of work to complete this Airport Master Plan Update are described in more detail FAA AC 150/5070-6B, Airport Master Plans (Change 2, January 27, 2015).

PROJECT SCHEDULE

➤ Project Closeout	April 2021
➤ FAA Approval of ALP	Mar 2021
➤ Final Deliverable Reviews	Jan- Feb 2021
➤ Alternatives Workshop	Dec 2020
➤ Draft Graphics, Draft Reports	Nov 2020
➤ Alternative Developments	Aug - Oct 2020
➤ Facility Needs	Jun - Jul 2020
➤ Airport Boundary Survey	May 2020
➤ 18 B AGIS Survey	May 2020
➤ Inventory, Data Collection, Forecasts	Mar - May 2020
➤ AIP Grant Award	3 March 2020
➤ AIP Grant Application Submittal	3 Jan 2020
➤ Scoping Meeting	13 Nov 2019

SUMMARY OF PROJECT COSTS

Sponsor Costs:	\$129.00
Engineering Costs:	\$151,871.00
Total Project Costs	\$152,000.00
FAA Share:	\$136,800.00
State Share:	\$7,600.00
Sponsor Share:	\$7,600.00

COST SHARING SCHEDULE AS REQUIRED BY STATE OF MAINE DOT

MaineDOT Project Cost Sharing

FAA Share		State Share		Sponsor Share		Total Estimated Project Cost
%	\$	%	\$	%	\$	
90%	\$136,800.00	5%	\$ 7,600.00	5%	\$ 7,600.00	\$ 152,000.00

Requested Payment Schedule

Percentage of Eligible Costs Incurred	Estimated Invoice Date	Estimated State Share Payment Amount
100%	5/01/2021	\$ 7,600.00

ENVIRONMENTAL DECLARATION

An Airport Master Plan Update is typically considered an Administrative/General action and as such is Categorically Excluded as the FAA has found that this type of proposed action does not normally have the potential for individual or cumulative significant impacts on the human environment. There is no reasonable expectation of a change in use or a change that could cause an environmental impact by completing an Airport Master Plan Update. No extraordinary circumstances are anticipated during completion of the proposed action. FAA Order 1050.1F Paragraphs 5-6.1(o).

USER COORDINATION STATEMENT

The Town of Millinocket, Maine has preliminarily coordinated with users of the Millinocket Municipal Airport (MLT) regarding this project and will continue to coordinate with users through monthly board meetings, and an established Airport Advisory Committee.

STATE AGENCY PARTICIPATION

The project has been coordinated with MaineDOT through pre-project scoping meetings, inclusion in the CIP and project document review.

STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE STATUS

The goal for Disadvantaged Business Enterprise participation in this project is 3.68% of the total grant amount. DBE Plan submitted and FAA approval received September 19, 2017. As part of this project, an update to the DBE Program will be completed and submitted for FFY21-23.

EXHIBIT A PROPERTY MAP CERTIFICATION

I hereby certify that the Exhibit A Property Map dated 28 September 2010, and attached to the Grant Application for AIP 3-23-0030-017-2012 (Hoyle, Tanner Project 390808) reflects, to the best of my knowledge, the current information as of this date.

The above mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.



Hoyle, Tanner
Associates, Inc.

150 Dow Street Manchester, NH 03101-1227
Tel 603-669-3555
Fax 603-669-4168 Web Page
www.heyleranner.com
HOYLE TAHER & ASSOCIATES © 2019

MILLINOCKET MUNICIPAL AIRPORT
MILLINOCKET, MAINE

FIGURE

1

MASTER PLAN UPDATE

CHKD. BY
PJS

DR. BY
JLC

DES. BY
PJS

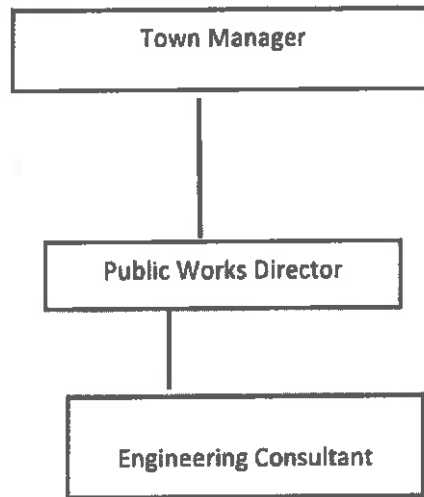
DATE: OCT, 2019

SCALE:
1"=1000'

Organizational Chart

Town of Millinocket, Maine

Millinocket Municipal Airport



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2020

Description of Work: Airport Master Plan Update
Hoyle, Tanner Project 390814

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: Hoyle, Tanner & Associates, Inc.

Address: 150 Dow Street, Manchester, NH 03101

Location 2 (if applicable)

Name of Location: Town of Millinocket, Maine

Address: 19 Penobscot Avenue, Millinocket, ME 04462

Location 3 (if applicable)

Name of Location: Millinocket Municipal Airport

Address: 16 Medway Road, Millinocket, ME 04462

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 day of 3/11/2020

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Harold R. Davis

Title of Sponsor's Authorized Official: Town Manager

Signature of Sponsor's Authorized Official: Harold R. Davis

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.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2020

Description of Work: Airport Master Plan Update
Hoyle, Tanner Project 390814

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 day of 3/11/2020

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Harold R. Davis

Title of Sponsor's Authorized Official: Town Manager

Signature of Sponsor's Authorized Official: Harold R. Davis

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: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2020

Description of Work: Airport Master Plan Update
Hoyle, Tanner Project 390814

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 it 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 day of 3/11/2020

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Harold R. Davis

Title of Sponsor's Authorized Official: Town Manager

Signature of Sponsor's Authorized Official: Harold R. Davis

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.

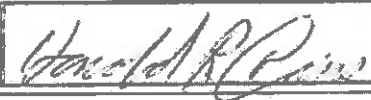
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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	
Town of Millinocket, Maine	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Harold"/> Middle Name: <input type="text" value="R"/>
* Last Name: <input type="text" value="Davis"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Town Manager"/>	
* SIGNATURE: 	* DATE: <input type="text" value="3/11/2020"/>



**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, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements.

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), 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 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- 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.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, 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.
- 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. 702 through 706.

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

Executive Orders

- 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

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. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- 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 Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from 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 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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.

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

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

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

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

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

26. Reports and Inspections.

It will:

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

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

30. Civil Rights.

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

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

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

c. Duration.

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

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

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

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

e. Required Contract Provisions.

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

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

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

31. Disposal of Land.

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

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

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 02/28/2020 (the latest approved version as of this grant offer) and included in this grant, and in accordance

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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



**FAA
Airports**

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

Updated: 2/28/2020

View the most current 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/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, 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
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
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

NUMBER	TITLE
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
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris 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
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
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
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	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
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	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	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
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	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

NUMBER	TITLE
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
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
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
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

**Millinocket Municipal Airport
Master Plan Update
AIP PROJECT NO: 3-23-0030-xxx-2020
Hoyle, Tanner Project 390814.00**

**APPENDIX B
SCOPE OF WORK**

Description of Work Authorized: This scope of services identifies elements necessary to prepare a comprehensive Master Plan Update narrative report, Airport Layout Plan (ALP) drawing set and Exhibit A Property Map for the Millinocket Municipal Airport (the Airport or MLT). By completing this scope of work, the documents required for Federal Aviation Administration (FAA) review and conditional approval of future airport development plans will be created.

This update will follow guidelines contained in, but not limited to, the following:

- AC 150/5070-6B – Airport Master Plans (Change 2, January 27, 2015)
- ARP SOP 2.00, Standard Operating Procedure (SOP) for FAA Review and Approval of Airport Layout Plans (ALPs) (October 1, 2013)
- ARP SOP 3.00, Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013)
- AC 150/5300-13A – Airport Design (Change 1, February 26, 2014)
- Order 5050.4B – National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects (April 28, 2006)
- Order 1050.1F – Environmental Impacts: Policies and Procedures (July 16, 2015)
- 1050.1F Desk Reference (July 16, 2015)
- Noise Control and Compatibility Planning for Airports APP-600
- Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects AC 150/5100-17 (Change 6, November 7, 2005)

The Hoyle, Tanner Team will identify changes and improvements necessary to accommodate aviation activity 20 years into the future. The justification for future federal financial support for the crosswind runway will be a major focus element of the study along with alternatives should future federal funding not be available. A limited airport property boundary land survey will be completed along Medway Road as additional land has recently been made available to the airport through a bankruptcy judgement. An ALP drawing set including an updated Exhibit A Property Map and supporting narrative report will be a portion of the final products of this study. The report will explain the reasoning behind and the important features of the revised ALP drawing set and document the planning standards used. The narrative report will consist of the following sections:

- A. Inventory of Existing Conditions
- B. Aeronautical Forecasts
- C. Airport Facility Requirements
- D. Development Alternatives Analysis
- E. Environmental Inventory and Waste Reduction & Recycling Plan
- F. Airport Layout Plan Set

G. Capital Improvement Plan

The scope of services for this Master Plan Update are outlined below as elements of work and are described in more detail FAA AC 150/5070-6B, Airport Master Plans (Change 2, January 27, 2015).

Article I – PROJECT ADMINISTRATION

Article 1 includes all the administrative efforts required of the Hoyle, Tanner Team to assist the Town of Millinocket (Sponsor) in completing the project.

The specific sub-tasks in this Article include:

1. Prepare for and attend scoping meeting (assume Planning Manager and Senior Planner at airport or Town Offices)
2. Develop scope and fee
3. Prepare federal grant application
4. Prepare Consultant and any needed sub consultant agreements (assume Prime agreement and one sub consultant) (Licensed Maine Land Surveyor to complete limited airport property map boundary survey)
5. Prepare monthly invoicing
6. Prepare FAA payment reimbursement requests
7. Assist Owner with Project Readiness Form
8. File end of year AIP Financial Summary
9. Provide quarterly FAA and monthly MaineDOT progress reports
10. Develop and deliver required Disadvantaged Business Enterprise (DBE) plan
11. Assist Owner with other administrative work
12. Perform Quality Assurance and Quality Control checks on deliverables and submissions

Article II – PUBLIC INVOLVEMENT AND PUBLIC RELATIONS

Article 2 includes means with which to effectively communicate with the public. The goal of this task is to effectively reach out to the community so that the Hoyle, Tanner Team can move through the planning effort expeditiously while providing the public opportunities to fully participate in this process.

Public Outreach Techniques:

- **Public Advisory Committee (PAC)** – The PAC will consist of Town of Millinocket appointed members representing pilots, the business community, and the town staff who will provide information to and solicit input from other members of the public regarding aspects of the future development of MLT.

The PAC will identify other stakeholders (business leaders, schools, churches, environmentalists, residents, landowners, political leaders, etc.) and conduct meetings as needed with them to discuss the project. Meetings will be coordinated with MaineDOT and FAA in advance. These meetings will provide an opportunity for stakeholders to be engaged throughout the entire process and provide perspectives that represent the region. It is anticipated that the meetings will occur throughout the life of the project prior to or in conjunction with the regularly scheduled Town Council meetings. The Hoyle, Tanner Team will provide the Airport Manager and PAC with technical support and presentation

materials, including brochures and a PowerPoint presentation to utilize at periodic meetings. Assume 3 meetings with 1 planner attending.

- Public Information Meeting – One public information meeting will be scheduled by the PAC during development of the ALP Update. This meeting will occur at a workshop to present development alternatives for consideration.

The meeting will utilize an informal/open house format for a period of 2.5 hours to maximize the opportunity for interested citizens to participate. The meeting will be publicized via regional Town web sites and media. The Hoyle, Tanner Team will provide handouts, display boards, sign-in sheets, and comment forms, as well as take notes to capture oral comments.

ASSUMPTIONS:

1. *One member of the Consultant Team will participate at a PAC meeting prior to or in conjunction with a Town Council meeting. Anticipate 3 meetings.*
2. *Two members of the Consultant Team will attend 1 Public Information Workshop to present the alternatives for consideration.*

DELIVERABLES:

1. *Verbal update presented to the PAC at meetings. PowerPoint presentation delivered by the Consultant Team at the Public Information Workshop.*
2. *A minimum of 30 handouts will be provided for the meeting. Sign in sheets, comment forms, and workshop notes of significance will be summarized and appended to the final master plan document.*

Communication Tools:

- Town Web Site – The town of Millinocket web site will be updated periodically to provide information regarding the progression of the Master Plan Update. Public meeting times and location, as well as, updated information will be prepared by the Consultant Team and provided to the Town to be formatted for the web site.

ASSUMPTION:

1. *The Airport Manager will coordinate updates and maintain the web site with material provided by the Consultant Team.*

DELIVERABLE:

1. *Web site updates (not to exceed five [5])*

Article III – EXISTING CONDITIONS INVENTORY

Pertinent infrastructure inventory data from the Town, the Airport, the FAA, Maine Department of Transportation, and other available sources will be collected and compiled. A summary of existing infrastructure and future needs will be presented in a table for easy reference. Additional information

including economic and demographic data relative to Millinocket Municipal Airport and the surrounding community (including land use plans and zoning regulations) will be collected.

On-Airport Inventory Analysis:

1. Airport Base Mapping – The Team will update existing mapping with as-built information from previous projects since the last AMP was completed. Existing orthophotos will be used.
2. Airfield and Terminal Area Infrastructure and Facilities – Review and document existing airport facilities. The review will consider the principal airfield facilities (runways, taxiways, instrument approach procedures, NAVAIDS), terminal complex facilities, airport lighting systems, aviation fuel storage, buildings, structures, support equipment, and access points. These inventories will identify all buildings and describe the quality, type, dimensions, peak elevations, condition, and adequacy of these facilities, including noted deficiencies.
3. Landside Facilities – The on-airport landside transportation system will be reviewed for general aviation facilities and commercial operations. Both the infrastructure system, such as roads and parking lots, and services, such as rental cars and commercial vehicle access will be assessed.
4. Wind Data – A significant effort in the Airport Master Plan update is to determine the need for and justification for continued local, state and federal investment in reconstruction and maintenance of runway 16/34. Wind information obtained from the MLT Automated Surface Observation System (ASOS) will be checked against other nearby weather sites to create supporting documentation used to develop recommendations. Wind observations will be tabulated for all-weather and instrument conditions, and wind roses will be prepared to indicate crosswind coverage for the 10.5, 13, and 16-knot component.
5. Waste Audit – A waste audit will be conducted to assist in producing a reduce, reuse, and recycle waste reduction summary in the environmental chapter

Off-Airport Inventory Analysis:

6. Land Use Planning – Off-airport land use plans will be reviewed to evaluate recent growth trends and airport interactions with existing and planned developments. Recent land changes impacting the airport due to closing of the mills and divestiture of the mill related lands will be examined.
7. Ordinances – Existing regulations and ordinances (zoning, land use controls, development regulations, airport regulations, and minimum standards) that could affect aeronautical activity will be reviewed. The existing and future adequacy of land use controls to protect the integrity and safety of airport operation will be identified.

ASSUMPTIONS:

1. *Survey data will consist of typical planimetric features and 2-foot contour interval topographic mapping, if available.*

Article IV – AVIATION FORECASTS

The forecast of aircraft mix is used to determine the critical aircraft, and future airfield design and structural needs, along with considerations for terminal area layout and configuration. Fleet mix will be identified per FAA Airport Reference Code (ARC) classification, as representative of a selected aircraft, or ARC family of critical aircraft. The FAA has established airport design criteria in accordance with the airport's role and ARC designation, which provides minimum safety standards

with respect to the performance characteristics represented by the airport's critical aircraft/family. The future critical aircraft will be depicted and described based on criteria relevant to airport facility requirement considerations.

The results of this effort include:

1. Prepare forecasts of aviation demand at MLT for the short (0-5 year), intermediate (6-10 year), and long-range (11-20 year) planning periods based on the FAA Terminal Area Forecast. Possibly additional data collection will be available from an onsite ADSB data collector as well as extensive use records compiled by the airport supervisor.
2. Confirm the critical aircraft or family of aircraft.
3. The forecast will be presented to the FAA and MaineDOT for review and approval.

ASSUMPTIONS:

1. *FAA will provide the Hoyle, Tanner with TFMSC data (in excel format) for the most recent 10-year period.*
2. *FAA recommends using historical activity and local use data provided by the airport supervisor. The Airport Manager will provide the Hoyle, Tanner Team with other traffic counts from arrival and departure logs, fuel logs, personal knowledge and the onsite ADSB system if additional data is available.*

Article V – FACILITY REQUIREMENTS

Existing and future critical aircraft anticipated to use the Millinocket Municipal Airport over the course of the planning period (20 years) will be identified. This will then provide the airport design standards as defined in the FAA AC 150/5300-13A, Airport Design (Change 1, February 26, 2014); Federal Aviation Regulation (FAR) Part 77; and other FAA Advisory Circulars and Orders, as appropriate. CFAR Part 135.399 landing limitations for small non-transport category aircraft requiring the operator to plan landings to a full stop within 60% of the available runway length will be taken into consideration and the impacts on potential operators discussed. This will include a table indicating the benefit of each facility to the airport and justifies if the facility is needed in the future or is currently an active asset to the airport. This element will be critical in the development of the ALP drawing set and will evaluate and quantify the following requirements:

1. Runway length
2. Wind coverage (to verify appropriate crosswind coverage)
3. Runway and taxiway width
4. Consideration of pavement needs and strength required
5. Appropriate runway to taxiway intersection design standards
6. Instrument approach and lighting needs
7. Hangar and open bay hangar space
8. Tie-down and transient aircraft apron
9. Terminal facilities
10. Analyze Fuel storage
11. Navigational aids
12. Weather reporting capability
13. Maintenance hangar requirements

14. Land acquisition or land release options

Article VI – ALTERNATIVES ANALYSIS

Alternative development layouts will be produced based on the findings of the facility requirements. Alternatives developed will comply with the applicable FAA design standards. Three (3) alternative layouts will be evaluated for a maximum of three (3) of the facility requirement findings that warrant alternatives. Each alternative will be described along with the rationale for the selected alternative for inclusion in the ALP Update.

ASSUMPTIONS:

1. *A maximum of three (3) alternative layouts will be evaluated for three (3) of the facilities identified as needing improvements or changes.*
2. *A Public Workshop will be scheduled after the PAC has had a chance to consider and revise the alternatives to provide the public an opportunity to review and comment on the alternatives. Anticipate the Principal Engineer and Senior Planner attending.*

Article VII – ENVIRONMENTAL CONSIDERATIONS and WASTE REDUCTION

A preliminary environmental review will be conducted in accordance with the National Environmental Policy Act (NEPA). This review will be an existing permit and resource database review and not require onsite analysis. The consideration of environmental factors in the planning process will result in an inventory (overview) of the airport's environmental setting, the identification of potential environmental impacts of airport development alternatives, and the identification of environmentally related permits that already exist or that may be required for recommended development projects. This environmental review will not be presented for agency approval, but is for determining that no obvious project showstoppers are present. It must be understood that additional NEPA and permitting will be required prior to design and construction of development alternatives. The study will consider and discuss the impact categories presented in Order 5050.4B – National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects (April 28, 2006), Order 1050.1F – Environmental Impacts: Policies and Procedures (July 16, 2015), and 1050.1F Desk Reference (July 16, 2015). The categories to be briefly discussed include:

1. Air Quality
2. Biological Resources
3. Climate
4. Department of Transportation Act: Section 4(f)
5. Farmlands
6. Hazardous Materials, Solid Waste, and Pollution Prevention
7. Historical, Architectural, Archaeological, and Cultural Resources
8. Compatible Land Use
9. Natural Resources and Energy Supply
10. Noise
11. Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks
12. Visual Effects

13. Water Resources
14. Cumulative Impacts
15. Irreversible and Irretrievable Commitment of Resources
16. Permits
17. Review Existing Conditions Waste Audit
18. Examine potential for Reduce, Reuse, Recycle cost savings or revenue generation
19. Draft a plan to minimize waste generation

ASSUMPTIONS:

1. *No detailed field work will be conducted; all environmental inventories will be through coordination with State and Federal Resource agencies, existing data sources and web research.*
2. *No detailed analyses or delineations will be performed.*
3. *No Noise contours will be prepared.*

Per the FAA Guidance and to meet Section 133 of the FAA Modernization and Reform Act of 2012 (FMRA), the following elements will be included as part of the Waste Management and Recycling Section of the Master Plan environmental chapter:

- Facility Description and Background
- Waste Audit
- Review of Recycling Feasibility;
- Operation and Maintenance Requirements
- Potential for Cost Savings or Revenue Generation
- Plan to Minimize Solid Waste Generation

ASSUMPTIONS:

1. *The Town will provide all applicable ordinances regarding the collection and recycling of waste, as well as waste generation and disposal data (including but not limited to tonnage and haulage and disposal costs) for MLT.*
2. *The waste audit will be conducted during the initial PAC meeting/existing conditions inventory site visit by the Hoyle, Tanner Team to determine the waste generation baseline.*

Article VIII – AIRPORT LAYOUT PLANS

The full color ALP drawing set will be produced in accordance with FAA AC 150/5070-6B, *Airport Master Plans, Appendix F “ALP Drawing Set” and FAA SOP 2.0 and 3.0*. All drawings will be prepared in AutoCAD digital drawing format. Shading, hatching, numbering and table techniques will be used to indicate the phasing of airport improvement projects. The ALP Drawing Set will include topographic information obtained from USGS mapping, and other available data obtained from topographic mapping, GIS data, and the AGIS aerial obstruction survey data provided by the AGIS subcontractor. Drawings to be included in the drawing set include:

1. Title Sheet
2. Existing Airport Layout Drawing

3. Ultimate Airport Layout Drawing
4. Terminal Area Drawing
5. Inner Portion of the Approach Surface Drawing
6. Airport Airspace Drawing
7. Land Use Drawing
8. Exhibit A – Airport Property Map.

Article IX – CAPITAL IMPROVEMENT PLAN

This task will update the Airport Capital Improvement Plan (CIP) that is submitted to MaineDOT and the FAA annually. The CIP lists costs and timeframes of planned improvements at the Millinocket Municipal Airport and is required by outside agencies when applying for federal and state funding assistance.

Developments recommended over the 20-year planning period will be classified in three general implementation phases. These phases represent the short (0-5 years), intermediate (6-10 years), and long-term (11-20 years) planning and implementation periods. The development costs will be broken into amounts eligible for federal and state funding programs and amounts requiring local participation. Particular focus will be given to detailing estimated costs for short-term development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. A detailed five-year CIP will be provided to the FAA and MaineDOT and a 20-year CIP will be included in the narrative Master Plan Update report.

ASSUMPTIONS:

1. *Review of the Capital Improvement Plan will be part of one of the PAC meetings*

Article X – BOUNDARY SURVEY TO SUPPORT EXHIBIT A UPDATE

Recent land transfers during a bankruptcy process has potentially made additional land available for airport development. The Town intends for a portion of the land to be obligated for aeronautical use. The parcel will be surveyed and verified by a by a licensed Maine land surveyor and a legal deed description prepared before the parcel is added to the Airport Exhibit A Property Map.

Article XI – PROJECT DOCUMENTATION

Project documentation (deliverables) will consist of both the ALP drawing set and the Airport Master Plan Update narrative report. The drawing set and report will be produced in draft, and final form.

Initial Draft Submittal to the FAA, MaineDOT and Town of Millinocket

- Two (2) copies of the draft narrative report in printed and electronic format.
- Two (2) copies of draft ALP drawing set in printed and electronic format.

Final Submittal to FAA, MaineDOT and Town of Millinocket

- Four (4) color reproductions of final narrative report, bound with color cover.

- Five (5) sets of final color ALP drawings to MaineDOT for approval and forwarding to FAA for approval¹
- Two (2) copies of final narrative report and ALP drawing set on CD or USB drive in .pdf format to FAA, MaineDOT and the Town of Millinocket.

Preliminary Schedule

The Hoyle, Tanner Team anticipates a twelve (12) month project schedule (not including review time by FAA, MaineDOT and the Town of Millinocket).

The following sequence of events provides the framework for the Airport Master Plan/ALP Update schedule:

- FAA, MaineDOT and Town of Millinocket Scope of Work approval
- Grant Award/Contract Approval
- Alternatives Development Workshop

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Town of Millinocket and the Hoyle, Tanner Team.

PROJECT SCHEDULE

➤ Project Closeout	April 2021
➤ FAA Approval of ALP	Mar 2021
➤ Final Deliverable Reviews	Jan- Feb 2021
➤ Alternatives Workshop	Dec 2020
➤ Draft Graphics, Draft Reports	Nov 2020
➤ Alternative Developments	Aug - Oct 2020
➤ Facility Needs	Jun - Jul 2020
➤ Airport Boundary Survey	May 2020
➤ 18 B AGIS Survey	May 2020
➤ Inventory, Data Collection, Forecasts	Mar - May 2020
➤ AIP Grant Award	3 March 2020
➤ AIP Grant Application Submittal	3 Jan 2020
➤ Scoping Meeting	13 Nov 2019

¹One (1) Conditionally Approved ALP Drawing Set will be sent by FAA to MaineDOT, three (3) Conditionally Approved ALP Drawing Sets will be sent by FAA to the Town of Millinocket and FAA will retain (1) complete set.

APPENDIX D

**ESTIMATE OF PLANNING/ENGINEERING COST
for
Airport Master Plan Update**

at
Millinocket Municipal Airport
for
Town of Millinocket
Millinocket, Maine
16-Oct-2019

HOYLE, TANNER PROJECT NO. 390814.00

Article I – Project Administration		\$23,800	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 01		
Article II – Public Involvement		\$9,000	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 04		
Article III – Existing Conditions		\$12,900	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 06		
Article IV – Forecasts		\$6,200	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 08		
Article V – Facility Requirements		\$17,400	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 20		
Article VI – Alternatives Analysis		\$19,800	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 21		
Article VII – Environmental and Waste Reduction		\$12,400	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 22		
Article VIII – Airport Layout Plans		\$20,700	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 23		
Article IX – Capital Improvement Plan		\$7,300	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 24		
Article X – Boundary Survey		\$2,800	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 25		
Article XI - Project Documentation		\$9,200	ACTUAL COST PLUS FIXED FEE
	Hoyle Tanner Phase 26		
Expenses and Subconsultants		\$10,371	ACTUAL COST
	Hoyle Tanner Phase 99		

TOTAL ESTIMATED PROJECT COST: **\$151,871**

Summary

Milbrook Municipal Airport
 Airport Master Plan Update

Article I – Project Administration
 Hoyle Tanner Phase 01

HOYLE, TANNER PROJECT NO. 390014.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION						Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$52.50 /HR	Project Manager \$50.00 /HR	Planning Manager \$54.13 /HR	Env1 Coordinator \$45.39 /HR	Planner \$46.78 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR	
1	Prepare for and attend scoping meeting at airport			12	12			24	\$1,210.92
2	Prepare scope and fee	1		16	1	8		26	\$1,408.01
3	Prepare federal grant application			1		1		6	\$280.31
4	Prepare Consultant/Subconsultant agreements	1		2		2		4	\$383.92
5	Prepare monthly invoicing					6		12	\$639.48
6	Prepare FAA payment reimbursement requests							6	\$179.40
7	Assist Owner with Project Readiness Form			1		4	2	7	\$329.65
8	File end of year AIP Financial Summary					1		2	\$106.58
9	Provide quarterly FAA and monthly MaineDOT progress reports					8		4	\$493.94
10	Develop and submit FAA required DBE Plan					1		18	\$584.08
11	Assist Owner with other administrative work	1		4		6	2	2	\$707.90
12	Perform Quality Assurance and Quality Control checks on deliverables and submissions	8		6		12			\$1,494.40
	TOTAL HOURS	11	0	44	1	81	4	86	177
	TOTAL DIRECT LABOR	\$687.50	\$0.00	\$2,381.72	\$45.39	\$2,853.58	\$176.80	\$1,074.40	\$7,819.39

DIRECT LABOR \$7,819.39
 OVERHEAD 164.87% \$12,891.83
 \$20,711.22

FIXED FEE 15% \$3,100.00

ESTIMATED TOTAL COST \$23,817.80

ACTUAL COST PLUS FIXED FEE **\$23,800**

Hoyle, Tanner & Associates, Inc. 150 Dow Street, Manchester, NH 03101

Millinocket Municipal Airport
 Airport Master Plan Update

Article II – Public Involvement
 Hoyle Tanner Phase 04

HOYLE, TANNER PROJECT NO. 390814.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION							Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$62.50 /HR	Project Manager \$50.00 /HR	Planning Manager \$54.13 /HR	Env'l Coordinator \$46.39 /HR	Planner \$46.76 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR		
1	Assist Airport Staff designating PAC members			1		2			3	\$147.89
2	Prepare for and attend 3 PAC meetings (1 Planner)					48		4	52	\$2,365.04
3	Provide the Airport Manager with updates for Town Website					8		2	10	\$434.04
	TOTAL HOURS	0	0	1	0	66	0	6	65	
	TOTAL DIRECT LABOR	\$0.00	\$0.00	\$64.13	\$0.00	\$2,713.24	\$0.00	\$179.40		\$2,946.77

DIRECT LABOR \$2,946.77
 OVERHEAD 164.87% \$4,858.34
\$7,805.11

FIXED FEE 15% \$1,200.00

ESTIMATED TOTAL COST \$8,975.88

ACTUAL COST PLUS FIXED FEE **\$8,000**

Hoyle, Tanner & Associates, Inc.

150 Dow Street, Manchester, NH 03101

Millinocket Municipal Airport
 Airport Master Plan Update

Article III – Existing Conditions
 Hoyle Tanner Phase 06

HOYLE, TANNER PROJECT NO. 390814.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION							Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$82.50 /HR	Project Manager \$50.00 /HR	Planning Manager \$54.13 /HR	Staff Engineer \$35.51 /HR	Planner \$46.78 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR		
1	Airport Base Mapping			2		4	8		14	\$646.98
2	Airfield and Terminal Area Infrastructure and Facilities Inventory			4	4	16	4		28	\$1,289.04
3	Landside Facilities Inventory			4		6	4		14	\$674.00
4	Wind analysis and Wind Rose development			2		12			14	\$669.62
5	Waste Audit					4			4	\$187.12
6	Off Airport Land Use Analysis					4			4	\$187.12
7	Local Ordinances, Comp Plan, Airport Regulations Review			4		8			12	\$590.76
									0	\$0.00
	TOTAL HOURS	0	0	16	4	54	16	0	90	
	TOTAL DIRECT LABOR	\$0.00	\$0.00	\$866.08	\$147.24	\$2,528.12	\$707.20	\$0.00		\$4,248.64

DIRECT LABOR \$4,248.64
 OVERHEAD 164.87% \$7,001.44
 \$11,248.08

FIXED FEE 15% \$1,700.00

ESTIMATED TOTAL COST \$12,935.29

ACTUAL COST PLUS FIXED FEE \$12,900

Hoyle, Tanner & Associates, Inc.

150 Dow Street, Manchester, NH 03101

Millinocket Municipal Airport
 Airport Master Plan Update

Article IV – Forecasts
 Hoyle Tanner Phase 06

HOYLE, TANNER PROJECT NO. 390814.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION							Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$62.50 /HR	Project Manager \$50.00 /HR	Planning Manager \$54.13 /HR	Staff Engineer \$38.81 /HR	Planner \$46.78 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR		
1	Projections for short, intermediate and long term			4		16			20	\$965.00
2	Develop aircraft fleet mix and identify critical aircraft family			4		12			16	\$777.88
3	Coordination with FAA and MaineDOT for forecast approvals			2		4			6	\$295.38
4									0	\$0.00
	TOTAL HOURS	0	0	10	0	32	0	0	42	
	TOTAL DIRECT LABOR	\$0.00	\$0.00	\$541.30	\$0.00	\$1,496.96	\$0.00	\$0.00		\$2,038.26

DIRECT LABOR \$2,038.26
 OVERHEAD 164.87% \$3,360.48
 \$5,398.74

FIXED FEE 15% \$800.00

ESTIMATED TOTAL COST \$6,208.55

ACTUAL COST PLUS FIXED FEE \$6,200

Hoyle, Tanner & Associates, Inc.

180 Dow Street, Manchester, NH 03101

Millinocket Municipal Airport
 Airport Master Plan Update

Article V – Facility Requirements
 Hoyle Tanner Phase 20

HOYLE, TANNER PROJECT NO. 390814.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION							Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$62.50 /HR	Project Manager \$80.00 /HR	Planning Manager \$54.13 /HR	Staff Engineer \$36.51 /HR	Planner \$46.75 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR		
1	Evaluate runway length			2		8			10	\$482.50
2	Confirm wind analysis for primary and crosswind runway			1		2			3	\$147.69
3	Evaluate runway and taxiway width requirements					2			2	\$93.56
4	Examine most recent Pavement Analysis				4	2			6	\$240.80
5	Pavement Intersection Design Standards				6	1			7	\$267.64
6	Evaluate IAP's and lighting requirements			6		6			12	\$605.46
7	Aircraft Storage requirements - Hangars					4			4	\$187.12
8	Aircraft Storage requirements - based and itinerant tie-downs				4	4			8	\$334.36
9	Terminal Requirements			4	2	12			18	\$851.50
10	Analyze fuel storage requirements				2	4			6	\$260.74
11	Navigation Aids - Visual and Instrument				2	4			6	\$260.74
12	Weather Reporting Systems			4		12			16	\$777.88
13	Review Maintenance Hangar Requirements				4	4			8	\$334.36
14	Examination of Land Acquisition or release alternatives			4		8	6		18	\$855.96
									0	\$0.00
	TOTAL HOURS	0	0	21	24	73	6	0	124	
	TOTAL DIRECT LABOR	\$0.00	\$0.00	\$1,136.73	\$883.44	\$3,414.94	\$265.20	\$0.00		\$5,700.31

DIRECT LABOR \$5,700.31
 OVERHEAD 164.87% \$9,398.10
\$15,098.41

FIXED FEE 15% \$2,300.00

ESTIMATED TOTAL COST \$17,363.17

ACTUAL COST PLUS FIXED FEE **\$17,400**

Hoyle, Tanner & Associates, Inc. 150 Dow Street, Manchester, NH 03101

Millinocket Municipal Airport
 Airport Master Plan Update

Article VI – Alternatives Analysis
 Hoyle Tanner Phase 21

HOYLE, TANNER PROJECT NO. 380814.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION							Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$62.50 /HR	Planning Manager \$54.13 /HR	Project Manager \$80.00 /HR	Env'l Coordinator \$45.39 /HR	Planner \$46.78 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR		
1	Alternative Development Layouts (assume 3 alternatives for 3 of the facility requirements for a total of 9 alternative layout graphics)	4	4			40	48	2	98	\$4,519.12
2	Prepare for and attend Alternatives Development Workshop	12				24		4	40	\$1,992.32
3									0	\$0.00
4									0	\$0.00
5									0	\$0.00
6									0	\$0.00
7									0	\$0.00
8									0	\$0.00
9									0	\$0.00
10									0	\$0.00
	TOTAL HOURS	16	4	0	0	64	48	6	138	
	TOTAL DIRECT LABOR	\$1,000.00	\$216.52	\$0.00	\$0.00	\$2,993.92	\$2,121.60	\$179.40		\$6,511.44

DIRECT LABOR \$6,511.44
 OVERHEAD 164.87% \$10,735.41
 \$17,246.85

FIXED FEE 15% \$2,600.00

ESTIMATED TOTAL COST \$19,833.88

ACTUAL COST PLUS FIXED FEE \$15,850

Hoyle, Tanner & Associates, Inc.

180 Dow Street, Manchester, NH 03101

Millinocket Municipal Airport

Airport Master Plan Update

Article VII – Environmental and Waste Reduction
Hoyle Tanner Phase 22

HOYLE, TANNER PROJECT NO. 390814.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION							Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$62.60 /HR	Planning Manager \$54.13 /HR	Project Manager \$60.00 /HR	Env'l Coordinator \$45.39 /HR	Planner \$46.78 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR		
1	Air Quality				2			1	3	\$120.68
2	Biological Resources				4		1	2	7	\$285.56
3	Climate				2				2	\$90.78
4	DOT Section 4(f)/NHPA/Section 108/Tribal				4		1		5	\$225.76
5	Farmlands				1		1		2	\$89.59
6	Hazardous Materials, Solid Waste & Pollution Prevention				2				2	\$90.78
7	Historical, Architectural, Archaeological, and Cultural Resources				4		1		5	\$225.76
8	Compatible Land Use				4		2		6	\$269.86
9	Natural Resources and Energy Supply				4				4	\$181.56
10	Noise				1	2			3	\$138.85
11	Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks				4				4	\$181.56
12	Visual Effects				2				2	\$90.78
13	Water Resources				4		4		8	\$358.36
14	Cumulative Impacts				2				2	\$90.78
15	Irreversible and Inevitable Commitment of Resources				2				2	\$90.78
16	Existing and Necessary Permits				6	2			10	\$456.68
17	Review of Waste Audit and Recycling Feasibility				4	2			6	\$275.12
18	Potential for R3 Cost Savings or Revenue Generation				4			2	4	\$181.56
19	Create Summary Plan to Minimize Waste Generation				4	8			14	\$615.60
TOTAL HOURS		0	0	0	62	14	10	5	91	
TOTAL DIRECT LABOR		\$0.00	\$0.00	\$0.00	\$2,814.18	\$654.92	\$442.00	\$149.50		\$4,060.60

DIRECT LABOR OVERHEAD 164.87% \$4,060.60
\$6,694.71
\$10,755.31

FIXED FEE 15% \$1,690.00

ESTIMATED TOTAL COST \$12,368.61

ACTUAL COST PLUS FIXED FEE \$12,400

Hoyle, Tanner & Associates, Inc.

160 Dow Street, Manchester, NH 03101

Millinocket Municipal Airport
 Airport Master Plan Update

Article VIII – Airport Layout Plans
 Hoyle Tanner Phase 23

HOYLE, TANNER PROJECT NO. 390814.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION							Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$62.60 /HR	Planning Manager \$54.13 /HR	Project Manager \$60.00 /HR	Env'l Coordinator \$45.39 /HR	Planner \$46.75 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR		
1	Title Sheet					1	4		5	\$223.58
2	Existing Airport Layout Drawing					4	8		12	\$540.72
3	Ultimate Airport Layout Drawing (IAW SOP 2.0)	1				16	32	4	53	\$2,344.98
4	Terminal Area Drawing					4	6		10	\$452.32
5	Inner Portion of the Approach Surface Drawing	1				4	16		21	\$956.82
6	CFAR Part 77 Airspace Drawing					4	12		16	\$717.52
7	Land Use Drawing					2	8		10	\$447.16
8	Exhibit A - Airport Property Map (IAW SOP 3.0)	1				4	16	2	25	\$1,105.02
									0	\$0.00
	TOTAL HOURS	3	0	0	0	39	104	6	152	
	TOTAL DIRECT LABOR	\$187.60	\$0.00	\$0.00	\$0.00	\$1,824.42	\$4,586.80	\$179.40		\$6,788.12

DIRECT LABOR \$6,788.12
 OVERHEAD 164.87% \$11,191.57
\$17,979.69

FIXED FEE 15% \$2,700.00

ESTIMATED TOTAL COST \$20,676.65

ACTUAL COST PLUS FIXED FEE **\$20,760**

Hoyle, Tanner & Associates, Inc.

180 Dow Street, Manchester, NH 03101

Millinocket Municipal Airport
 Airport Master Plan Update

Article IX – Capital Improvement Plan
 Hoyle Tanner Phase 24

HOYLE, TANNER PROJECT NO. 390814.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION							Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$62.50 /HR	Planning Manager \$54.13 /HR	Project Engineer \$50.00 /HR	Staff Engineer \$45.39 /HR	Planner \$46.76 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR		
1	Develop 20 year Capital Improvement Implementation Plan	2				12			14	\$686.36
2	Develop Estimated Costs for Short Term (0-5) Year Capital Plan	2		4	12	2			20	\$963.24
3	Develop Estimated Costs for Intermediate (6-10) Year Capital Plan			2	4	2			8	\$375.12
4	Develop Estimated Costs for Long Term (11-20) Year Plan			2	4	2			8	\$375.12
5									0	\$0.00
6									0	\$0.00
7									0	\$0.00
8									0	\$0.00
9									0	\$0.00
10									0	\$0.00
	TOTAL HOURS	4	0	8	20	18	0	0	50	
	TOTAL DIRECT LABOR	\$250.00	\$0.00	\$400.00	\$907.80	\$842.04	\$0.00	\$0.00		\$2,399.84

DIRECT LABOR \$2,399.84
 OVERHEAD 164.67% \$3,956.62
\$6,356.46

FIXED FEE 15% \$1,000.00

ESTIMATED TOTAL COST \$7,309.92

ACTUAL COST PLUS FIXED FEE **\$7,300**

Hoyle, Tanner & Associates, Inc.

150 Dow Street, Manchester, NH 03101

Millinocket Municipal Airport
 Airport Master Plan Update

Article X – Boundary Survey
 Hoyle Tanner Phase 26

HOYLE, TANNER PROJECT NO. 390814.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION							Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$62.50 /HR	Planning Manager \$64.13 /HR	Project Manager \$50.00 /HR	Env'l Coordinator \$45.39 /HR	Planner \$46.75 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR		
1	Coordinate with survey team researching deeds and plans					6	2		8	\$369.08
2	Review preliminary and final survey plan					4	8		12	\$540.72
										\$0.00
	TOTAL HOURS	0	0	0	0	10	10	0	20	
	TOTAL DIRECT LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$467.80	\$442.00	\$0.00		\$909.80

DIRECT LABOR \$909.80
 OVERHEAD 164.87% \$1,499.99
 \$2,409.79

FIXED FEE 15% \$400.00

ESTIMATED TOTAL COST \$2,771.26

ACTUAL COST PLUS FIXED FEE \$2,800

Millinocket Municipal Airport
 Airport Master Plan Update

Article XI - Project Documentation
 Hoyle Tanner Phase 2b

HOYLE, TANNER PROJECT NO. 390814.00

		ESTIMATED HOURS BY LABOR CLASSIFICATION							Total Hours	Total Labor Cost
Task	Description	Principal Engineer \$62.50 /HR	Planning Manager \$54.13 /HR	Staff Engineer \$45.39 /HR	Project Manager \$50.00 /HR	Planner \$46.78 /HR	Sr CADD Tech \$44.20 /HR	Admin Support \$29.90 /HR		
1	Prepare Initial Draft AMPU Narrative Report	1				16		4	21	\$930.56
2	Prepare Initial Draft ALP Drawing Set	1				4	8	2	15	\$663.02
3	Prepare Final Draft AMPU Narrative Report	1				8		4	13	\$556.34
4	Prepare Final Draft ALP Drawing Set	1				3	6	2	12	\$527.84
5	Complete Grant Closeout Final Reports					2		8	10	\$332.76
	TOTAL HOURS	4	0	0	0	33	14	20	71	
	TOTAL DIRECT LABOR	\$250.00	\$0.00	\$0.00	\$0.00	\$1,543.74	\$618.80	\$898.00		\$3,010.54

DIRECT LABOR \$3,010.54
 OVERHEAD 164.87% \$4,983.48
\$7,974.02

FIXED FEE 15% \$1,200.00

ESTIMATED TOTAL COST \$9,170.12

ACTUAL COST PLUS FIXED FEE **\$9,200**

Millinocket Municipal Airport
Airport Master Plan Update

Expenses
Hoyle Tanner Phase 99

HOYLE, TANNER PROJECT NO. 390814.00

Reimbursable Expenses	Resident Mileage & Tolls \$0.00 /trip	Mileage & Tolls \$0.00 /trip	Postage & Communications	Printing	Lodging \$0.00 /night	Per Diem		GPS Unit \$150.00 /day	Misc. Supplies	Expenses Total	Subconsultant
						\$0.00 /full day	\$0.00 /travel day				
Article I – Project Administration	\$0.00	\$559.00	\$50.00	\$50.00	\$192.00	\$0.00	\$165.00	\$0.00	\$0.00	\$1,016.00	
Article II – Public Involvement	\$0.00	\$986.00	\$50.00	\$100.00	\$288.00	\$0.00	\$248.00	\$0.00	\$0.00	\$1,672.00	
Article III – Existing Conditions	\$0.00	\$0.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	
Article IV – Forecasts	\$0.00	\$0.00	\$50.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	
Article V – Facility Requirements	\$0.00	\$0.00	\$200.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	
Article VI – Alternatives Analysis	\$0.00	\$559.00	\$50.00	\$50.00	\$192.00	\$0.00	\$165.00	\$0.00	\$0.00	\$1,016.00	
Article VII – Environmental and Waste Reduction	\$0.00	\$0.00	\$200.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$450.00	
Article VIII – Airport Layout Plans	\$0.00	\$0.00	\$50.00	\$1,655.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,705.00	
Article IX – Capital Improvement Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Article X – Boundary Survey	\$0.00	\$0.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	Sub 1
Article XI - Project Documentation	\$0.00	\$0.00	\$50.00	\$12.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62.00	
Total:	\$0.00	\$2,104.00	\$800.00	\$2,267.00	\$672.00	\$578.00		\$0.00	\$150.00		

Reimbursables Expenses: \$6,571.00 Subconsultants:
Total Expenses:

Subconsultant Fees
\$ 3,800.00

\$3,800.00

\$10,371.00
