REQUEST FOR PROPOSALS:

FULL SERVICE
FIXED BASE OPERATOR

Solicitation Number: FY23-805-07

MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

July 22, 2022

REQUEST FOR PROPOSALS
FOR
FULL SERVICE FIXED BASE OPERATOR
MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NH

Solicitation Number FY23-805-07

The City of Manchester, New Hampshire acting by and through its Department of Aviation (hereinafter called the "AIRPORT"), being the duly and lawfully constituted municipal corporation owning and operating the Manchester-Boston Regional Airport, (or the "Manchester Airport") located in the city of Manchester and town of Londonderry, New Hampshire hereby solicits proposals for Full Service Fixed Base Operator services and facilities (the "PROPOSAL").

It is the intent of the AIRPORT to select a qualified fixed base operator who submits a PROPOSAL ("RESPONDENT"). The AIRPORT intends to award the successful RESPONDENT with a Ground Lease and Operating Agreement for a fixed term of forty (40) years. The AIRPORT reserves the right to reject any or all PROPOSALS and to waive any informality in the competitive process.

Title VI Solicitation Notice:

Manchester-Boston Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all RESPONDENTS or offerors that it will affirmatively ensure that, in relation to any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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SECTION I – DESCRIPTION OF WORK

1.1 General Description of Responsibilities

The AIRPORT is seeking PROPOSALS from qualified fixed base operators (the "RESPONDENTS") to provide Full Service Fixed Base Operator services and facilities at the Manchester Airport. The AIRPORT intends to select one (1) RESPONDENT that will enter into a Ground Lease and Operating Agreement (the "AGREEMENT") with the AIRPORT (see **Appendix A**).

RESPONDENTS to this Request for Proposals (the "RFP") should demonstrate excellence in guest service, revenue management and enhancement strategies, the marketing of various products, creation and implementation of effective maintenance policies and procedures, a commitment to reducing aviation's carbon footprint, and technological innovation. The purpose of this RFP is to provide an opportunity for Fixed Base Operators to compete for various aviation services at the Airport. The AIRPORT will select one (1) qualified RESPONDENT to construct and operate a Full Service FBO facility. The contents of this RFP are provided as background and general information for RESPONDENTS and will become part of the RFP submittal and subsequent AGREEMENT with the successful RESPONDENT.

1.2 Airport Background

The Manchester Airport is located in southern New Hampshire about four (4) air miles south of downtown Manchester, New Hampshire, which is the largest city in northern New England. The Manchester Airport is classified in the National Plan of Integrated Airport Systems (the "NPIAS") as a small-hub airport. The construction and operation of a second Fixed Base Operator at the Manchester Airport will a) support the AIRPORT'S mission and public policy objectives, b) enhance customer satisfaction, c) maximize revenue performance and d) improve the cost structure for the Manchester Airport and its users.

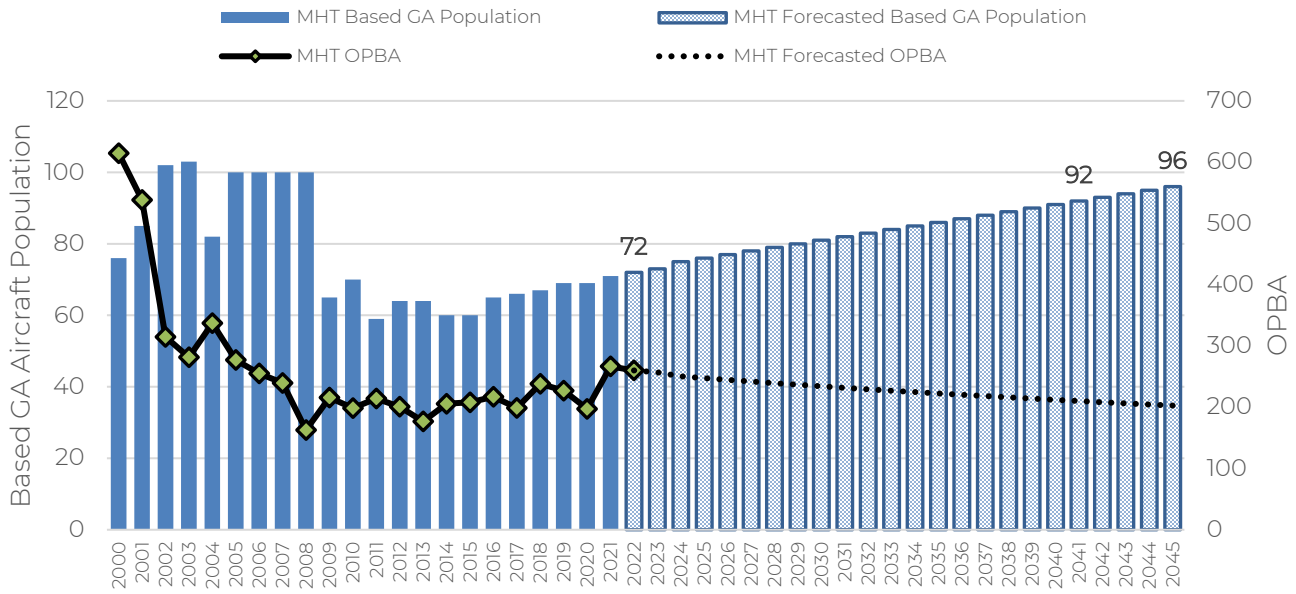
1.2.1 *Trends in Based General Aviation Aircraft and Operations Per Based Aircraft (OPBA)*

The published Federal Aviation Administration Terminal Area Forecast (the "FAA-TAF") for general aviation activity at the Manchester Airport is presented in **Figure 1**. There are three distinct periods of general aviation activity at the Manchester Airport over the last 22-years, with each period representing an approximate seven-year business cycle: 2000-2008 (the "Period of Decline"); 2008-2015 (the "Period of Depressed Activity"); and 2016-2022 (the "Period of Growth").

During the Period of Decline, the based aircraft population remained steady between 90 and 100 based aircraft, however, the OPBA decreased significantly, particularly after September 11, 2001. This decline continued through the early 2000s up to the "Great Recession" in 2008. During the Period of Depressed Activity, the Manchester Airport discovered a "new normal" in the post-recession economy. During this time frame, the based aircraft population held steady around 60 based aircraft and the OPBA leveled off at around 200 general aviation operations. Since the end of the Period of Depressed Activity, the Manchester Airport has experienced a growth in based aircraft population. During the Period of Growth, the Manchester Airport saw based general aviation aircraft increase from 65 to 71 aircraft (+9%) and the OPBA increase from 217 to 267 (+23%).

Compared to national trends, the trends in the based aircraft population and the OPBA contained in the FAA-TAF for the Manchester Airport is atypical. Nationally, there are

Figure 1:
Historical and Forecasted Based General Aviation Aircraft Population and Operations Per Based Aircraft ("OPBA")



two distinct business cycles: 2000-2007 ("National Period of Growth") and 2007-2022 ("National Period of Stagnation"). From 2000-2007, the national based aircraft population grew from 179,000 to 198,000 aircraft while the national OPBA declined from 484 to 401. Since 2007, both the national based aircraft population and the national OPBA have remained relatively stable at approximately 170,000 based aircraft and an OPBA around 400.

Federally Forecasted Based GA Aircraft and Operations. The FAA-TAF includes a growth rate in the based aircraft population at the Manchester Airport that is greater than the nation (1.3% vs. 0.8%) for the period from 2023-2045. However, the FAA-TAF forecasts an OPBA at the Manchester Airport decreasing at a faster rate than the nation (-1.1% vs. -0.4%) for the same period. This combination of an increasing based aircraft population and a decreasing OPBA results in the total number of general aviation operations forecasted for the Manchester Airport remaining nearly flat at 0.2% over the period from 2023-2045.

Airport Reported Based Aircraft Population. However, the AIRPORT believes that the potential demand for based general aviation aircraft is greater than that contained in the FAA-TAF, particularly in the short-term. This belief is founded on three observations:

a) As of June 30, 2022, the based aircraft population at the Manchester Airport totaled **92 aircraft**, comprised of 52 single-engine piston aircraft, 21 turbo-prop aircraft, 13 turbojet aircraft, 4 helicopters, and 2 multi-engine piston aircraft. It should be noted that this based aircraft population is 20 aircraft *above* the FAA-TAF forecast for 2022 and is equal to the FAA-TAF forecasted total for 2043. As such, the based general aviation aircraft population at the Manchester Airport is 19 years *ahead* of the FAA-TAF forecast.

Table 1
Based General Aviation Aircraft Population by Year:
2019 through 2022

Aircraft Type	*2019*	*2020*	*2021*	*2022*	*% Change 2019-2022*
Single-Engine Piston	51	52	54	52	1.96%
Multi-Engine Piston	2	2	2	2	0.00%
Turboprop	19	19	21	21	10.5%
Turbojet	13	13	12	13	0.00%
Helicopter	4	5	5	4	-20.0%
Total Based Aircraft	89	91	94	92	3.4%

NOTE:
1/ Based aircraft population as of July 1st of each year.

Source:
MHT Management Analysis

b) The AIRPORT believes that the based aircraft population at the Manchester Airport has not been able to grow beyond 100 aircraft due to a lack of sheltered storage space. No new general aviation hangars or corporate hangars have been built at the Manchester Airport since 2018.
c) The Manchester Airport has a waiting list for single-engine aircraft, multi-engine aircraft, and corporate jet aircraft. The increase in demand for storage is also being impacted due to a harmonization of aircraft registration rates between NH and MA that occurred in June of 2018.

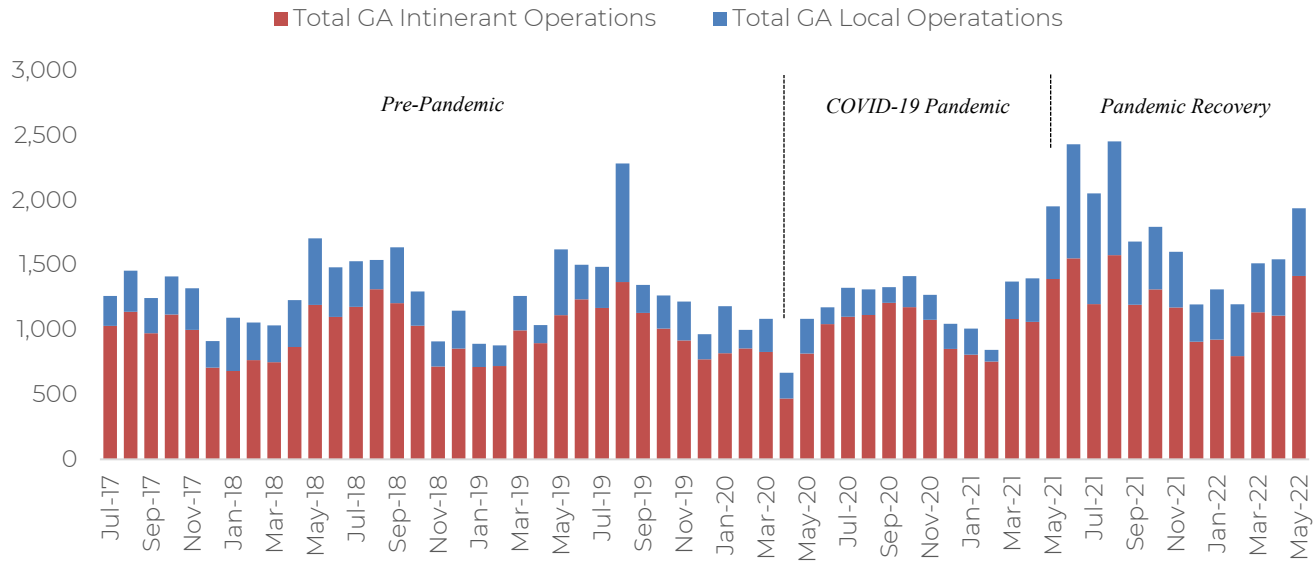
Applying the 1.3% annual growth rate contained in the FAA-TAF over the next 23-years would equate to an estimated based general aviation aircraft population of 124 aircraft.

1.2.2 *General Aviation Operations: 2015-2021*

General aviation operations, in general, have exhibited seasonality with low points of operations ocurring in the winter months and peak periods occurring between March and October (see **Figure 2**). Over the past five years, general aviation *local* operations have averaged 336 monthly operations, with a median of 289 monthly operations, while general aviation *itinerant* operations have averaged 1,024 monthly operations, with a median of 1,044 monthly operations. Thus, approximately 78% of all general aviation operations at the Manchester Airport over the past five years have been itinerant in nature.

However, a broad five-year trend does not pick up micro-trends in general aviation operations resulting from the pandemic and the subsequent recovery. To understand how the pandemic has impacted general aviation operations at the Manchester Airport, the following discussion will present data for three distinct periods:

Figure 2:
General Aviation Itinerant and Local Operations by Month:
July 2017 through May 2022



- The "Pre-Pandemic Era" defined as the period from July 2017 through March 2020; and,
- The "Pandemic Era" defined as the period from April 2020 through April 2021; and
- The "Pandemic Recovery Era" defined as the period from May 2021 to present day.

During the Pre-Pandemic Era, the Manchester Airport averaged 1,282 total monthly general aviation operations (42.1 daily operations).[1] Total monthly general aviation operations decreased 8.5% during the Pandemic Era to an average of 1,173 monthly operations (38.6 daily operations). Since the Pandemic Recovery Era began in earnest in Summer 2021, the level of monthly total general aviation operations has rebounded quickly to 1,744 monthly operations (57.3 daily operations) which represents a 49% increase over the Pandemic Era level of operations and a 36% increase over the Pre-Pandemic Era level of operations.

Components of Change. The primary component of change is due to local general aviation activity. During the Pre-Pandemic Era, the Manchester Airport averaged 307 monthly local general aviation operations (10.1 daily operations), which decreased 33% to 206 local general aviation operations (6.7 daily operations) during the Pandemic Era. However, local general activity has demonstrated a high level of resiliency, with local general aviation operations increasing 161% since the Pandemic Era to an average monthly total of 538 operations (17.7 daily operations).

While local general aviation operations are the primary driver of recovery since the Pandemic Era, the Manchester Airport still enjoys a high level of itinerant general aviation operations. During the Pre-Pandemic Era, the Manchester Airport averaged 975 monthly itinerant general aviation operations (32.1 daily operations). Itinerant general aviation

[1] Daily operations determined by dividing by an average of 30.42 days per month (365 days/12 months = 30.4167)

Table 2
General Aviation Operations at Manchester-Boston Regional Airport by Type of Operation: 2015 through 2021

Calendar Year	*GA Itinerant Operations*	*GA Local Operations*	*GA Total Operations*	*YoY Variance*
2015	10,574	2,360	12,934	---
2016	11,857	2,590	14,447	11.7%
2017	10,397	2,772	13,169	-8.8%
2018	11,659	4,005	15,664	18.9%
2019	12,042	3,720	15,762	0.6%
2020	11,365	2,527	13,892	-11.9%
2021	14,012	5,783	19,795	42.5%
7-year Total	81,906	23,757	105,663	
7-year CAGR	4.8%	16.1%	7.4%	
2015-2019 CAGR	3.3%	12.0%	5.1%	

Sources:
FAA ASPM database
MHT Management Analysis

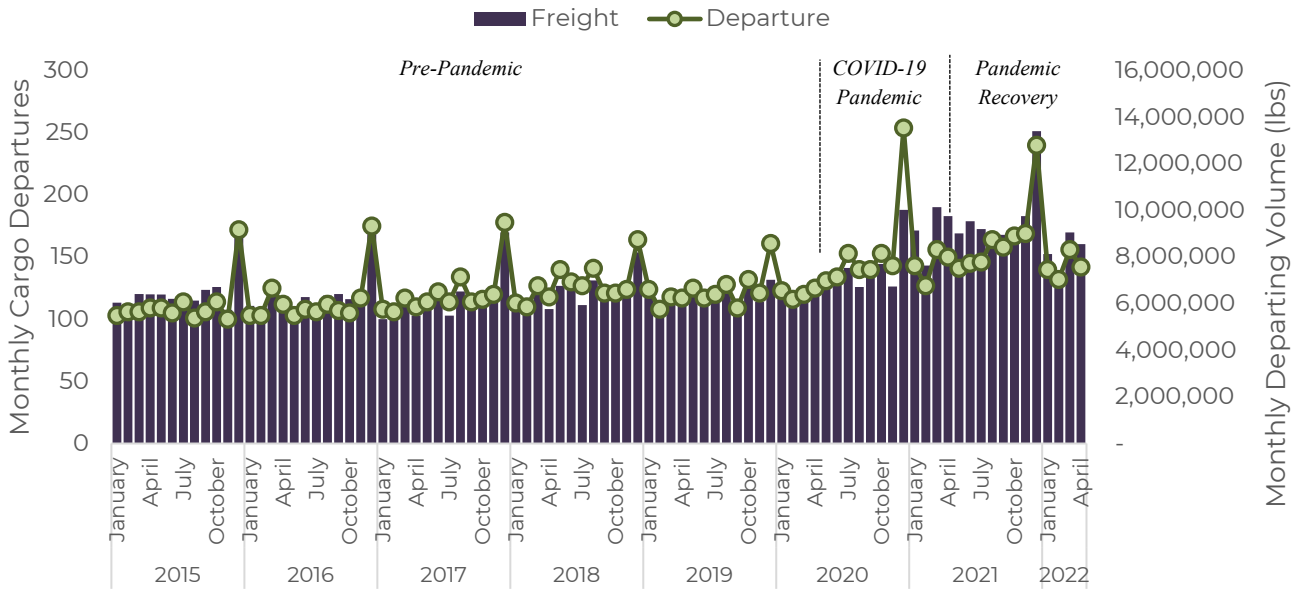
activity did not see as large of a decrease in monthly operations as did local general aviation operations thus indicating a stable base of itinerant demand at the Manchester Airport. During the Pandemic Era, itinerant general aviation activity decreased 0.8% to an average of 967 monthly operations (31.8 daily operations). While the demand for itinerant generation aviation operations remained steady between the Pre-Pandemic Era and the Pandemic Era, the demand for itinerant general aviation operations has increased by 25% since the Pandemic Recovery Era began in May 2021. Since then, the Manchester Airport has had an average of 1,207 monthly general aviation itinerant operations (39.7 daily operations).

Conclusion. In conclusion, the level of general aviation activity at the Manchester Airport is increasing with more balance between local and itinerant activity than existed during the Pre-Pandemic Era. These trends indicate a stabilizing operating environment with a strong underlying demand for itinerant operations.

Table 2 summarizes yearly General Aviation operations by operation type from 2015 through 2021. This provides the RESPONDENT with a 5-year historic trend prior to the pandemic (2015-2019), during the pandemic impact (2020), and since the beginning of the pandemic recovery (2021).

1.2.3 *Cargo Carrier Activity and Fleet Mix: 2015-2021*
As of the publication date of this RFP, the Manchester Airport is served by two (2) integrated cargo airlines (FedEx and UPS) and one (1) Part 135 air cargo feeder airline (Wiggins Airways).

Figure 3:
Monthly Cargo Departures and Departing Cargo Volumes (lbs): January 2015 through May 2022



Cargo Operational Levels and Departing Volumes. Total cargo departures and departing volumes have increased since 2015 (see **Figure 3**). Peak periods of activity in cargo volumes and departures generally occur in October and again in December, with nearly 25% of annual departures and volume moving through the Manchester Airport in these two months alone. The absolute peak in cargo activity at the Manchester Airport occurs in December, with an average of 14% of departures and 13% of volume moved.

Like other operational segments at the Manchester Airport, the level of cargo operations changed during the pandemic. The shift to e-commerce by consumers positively impacted the level of cargo departures and the daily pounds of cargo departing from the Manchester Airport. Pre-pandemic, the market had an average of 3.9 daily cargo departures and 207,200 daily departing pounds of cargo. Both metrics grew by nearly 25% during the pandemic with average daily cargo departures increasing to 4.8 and daily departing pounds of cargo increasing to 255,700. This growth trend continued post-pandemic with average daily departures increasing to 5.1 (+6%) and daily departing pounds of cargo increasing to 299,500 (+17%). Both FedEx and UPS grew through the pandemic, with FedEx increasing from 1.5 to 1.8 daily departures and UPS increasing from 2.4 to 3.3 daily departures.

Cargo Aircraft Fleet Mix. Since 2015, the fleet mix of FedEx has remained steady, with over 90% of departures being operated on 767-300F aircraft and with peak seasons supplemented with 757-200F aircraft. The percentage of total operations being conducted on 767-300F has decreased since the end of the pandemic, even though FedEx increased departures. This is due to FedEx using a 757-200 aircraft between August and December 2021 to provide additional lift out of the market.

Similarly, UPS primarily serves the Manchester Airport with a combination of 767-300F and A300F aircraft. Since 2015, the fleet mix of UPS has remained consistent, with over 35% of departures being operated on A300-600F aircraft, 37% on 767-300F aircraft, and

28% on 757-200 aircraft. Peak seasons are supplemented with additional 767-300F aircraft.

FedEx provides FedEx feeder service using Cessna 208s. Wiggins Airways provides feeder service to UPS with a fleet of Beech 99 and EMB-110 aircraft.

Future Cargo Activity. The Manchester Airport is expecting the introduction of new all-cargo carrier(s) to provide service to the future subtenant at the new cargo facility currently under construction. As of the publication date of this RFP, it is the understanding of the AIRPORT that the subtenant will serve the market with 767-300F aircraft.

1.2.4 *Commercial Air Carrier Fleet Mix and Activity: 2015-2021*

Per Cirium data, the historical commercial air carrier operations at the Manchester Airport have decreased since 2015, as the Manchester Airport continued to leak demand to nearby competing airports (see **Figure 4**). Between 2015 and 2019, commercial air carrier departures decreased by 14% from 12,594 departures to 10,869 departures. Similarly, departing seats decreased by 13% from 1,215,464 to 1,059,807 indicating a mild level of up-gauging from 96.5 average seats per departure to 97.5 average seats per departure.

As of the publication date of this RFP, the airlines have scheduled 7,949 departures and 939,493 departing seats out of the Manchester Airport for calendar year 2022.

Pre-Pandemic Commercial Airline Fleet Mix. The fleet mix that served the Manchester Airport in calendar year 2019 (i.e., pre-pandemic) had 38% of scheduled departures conducted with narrow body aircraft and 62% of scheduled departures conducted with regional jets. During this timeframe, Large Regional Jets (defined as regional jets with seating greater than 50 seats) accounted for 64% of all regional jet departures and Small

Figure 4:
Commercial Air Carrier Departures and Departing Seats: 2015-2022

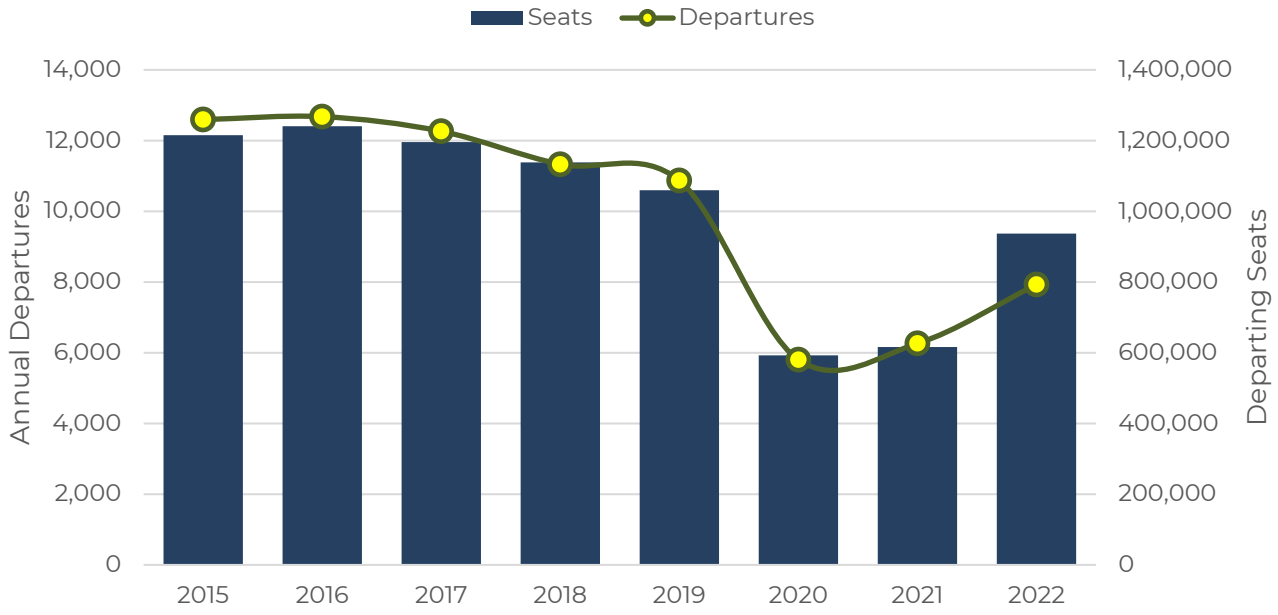


Figure 5:
Share of CY22 Departures by Major Aircraft Family Types

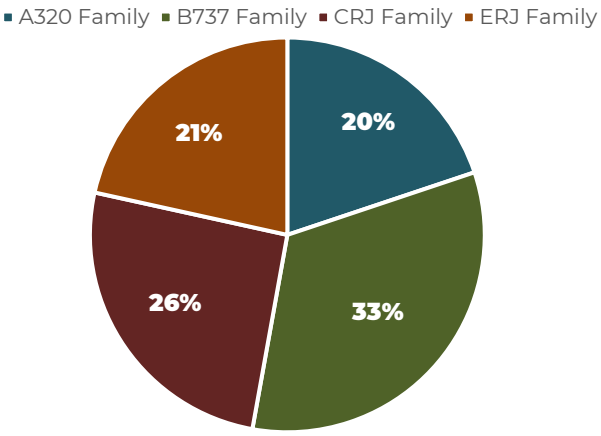
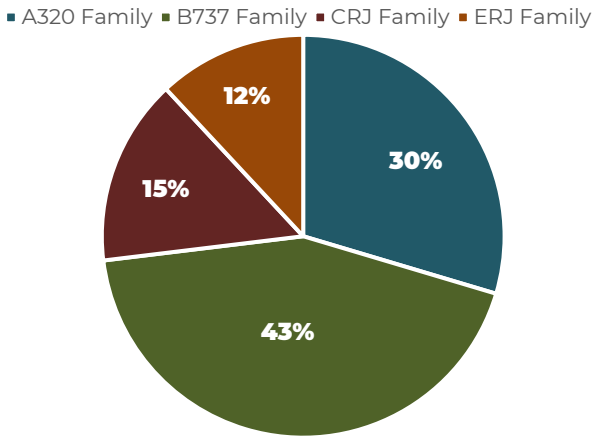


Figure 6:
Share of CY22 Departing Seats by Major Aircraft Family Types



Regional Jets (defined as regional jets with fewer than 50 seats) accounted for 36% of all regional jet departures.

Pandemic Recovery Commercial Airline Fleet Mix. Since 2019, the fleet mix serving the Manchester Airport has changed in some significant ways, particularly in the post-pandemic marketplace. Commercial air carriers at the Manchester Airport operate a mixture of mainline narrowbody aircraft and regional jets. **Figure 5** and **Figure 6** summarize the calendar year 2022 fleet serving the Manchester Airport by (i) share of departures by aircraft family type, and (ii) share of departing seats by aircraft family type.[2] Generally narrow body aircraft represent 53% (versus 38% pre-pandemic) of departures with regional jets representing 47% of departures (versus 62% pre-pandemic). Large Regional Jets account for 78% of all regional jet departures with Small Regional Jets accounting for 22% of all regional jet departures.

As a result of these trends, the average gauge of aircraft operating out of the Manchester Airport has increased significantly in the Post-Pandemic Era moving from 97.5 average seats per departure to 118.2 average seats per departure (+21%). This is primarily being driven by the new service introduced by Spirit Airlines and the resulting competitive responses by American and United.

Air Service Development Efforts. Reversing the trend of reduced operations by commercial air carriers has been the focus of the AIRPORT for many years. Recently, the AIRPORT has undergone an extensive process of reducing airline operating costs in an effort to give the airlines an economic reason to be at the Manchester Airport. Prior to this effort, the airline operating costs at the Manchester Airport were the same as the costs at Boston-Logan and were more expensive than other competing airports in the region. Throughout the pandemic, the AIRPORT was successful in reducing airline operating costs by 25% through a combination of reducing operating and non-operating costs and increasing operating revenues. On the cost side of the ledger, the AIRPORT continued its historic focus on finding new ways to reduce operating costs, however, management also focused heavily on reducing non-operating costs associated with the overall debt structure.

[2] Source: Cirium (www.mi.diio.net). Data pulled on 7/12/2022 and is current as of that date. RESPONDENTS should note that the fleet mix serving the Manchester Airport may change depending on market forces, workforce challenges, and macro-economic factors.

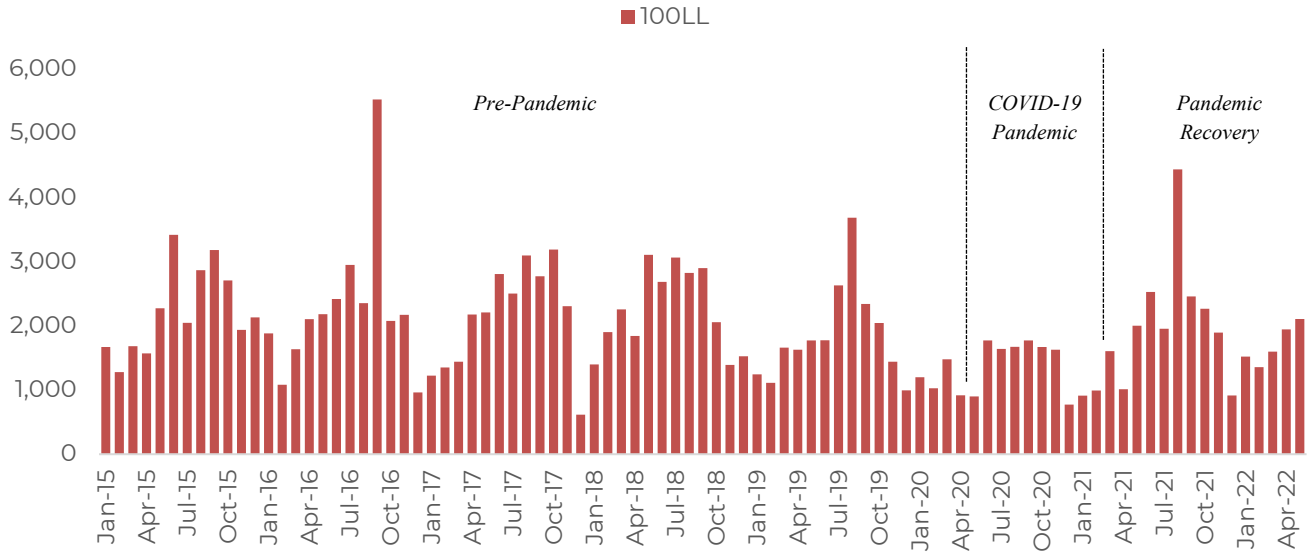
Through an advanced debt refunding that closed in March 2020, the AIRPORT was able to remove $8,000,000 in annual debt service. On the revenue side, the AIRPORT has attracted additional cargo activity to the Manchester Airport, aggressively marketed vacant land for development, and focused on better utilization of existing fixed assets.

These efforts succeeded with the attraction of the first new air carrier at the Manchester Airport in over 17 years with the introduction of Spirit Airlines to the market in October 2021. The AIRPORT continues to aggressively market existing carriers and potential new carriers. The creation of the Air Service Support and Enhancement Team (the "ASSET"), which will be the voice of the business community, and the creation of the Air Service Incentive Plan (the "ASIP") are new tools that the AIRPORT can market to the air carriers to further enhance the attractiveness of the market.

1.2.5 *Historical Fuel Activity: 100LL*

Currently, the Manchester Airport is serviced by a single FBO, who provides both 100LL to piston driven general aviation aircraft and JetA fuel to turboprops, turbojets, Part 135 cargo operators, and Part 121 commercial and cargo carriers. **Figure 7** summarizes the monthly gallons of 100LL sold at the Manchester Airport from January 2015 through May 2022. Since January 2015, the existing FBO at the Airport has averaged 1,988 gallons per month of 100LL; however, since June 2021 this activity has increased to 2,080 gallons per month. Pre-pandemic, the existing FBO averaged 2,107 gallons of 100LL per month which subsequently decreased during the pandemic to 1,328 gallons per month (a 37% decrease), corresponding to the decrease in general aviation operations. Fuel activity has increased in the post-pandemic era and closely aligns with the return in local general aviation operations, with monthly 100LL fuel averaging 2,074 gallons for a 56.2% increase; however, this remains 1.5% below pre-pandemic 100LL fuel levels.

Figure 7:
Monthly Gallons of 100LL Fuel Pumped by Current FBO: January 2015 through May 2022



1.2.6 *Historical Fuel Activity: Jet A*

JetA fueling activity is comprised of three different user groups: (i) cargo carriers (including UPS, FedEx, and Wiggins); (ii) commercial carriers (including Southwest Airlines, American Airlines, United Airlines, and Spirit Airlines); and (iii) FBO users, which includes based and transient general aviation turboprop and turbojet aircraft. Each of these user groups and their respective pre-pandemic, pandemic, and post-pandemic activity trends are discussed below.

Cargo Carrier – JetA. Cargo JetA activity has increased over the past seven years due to increasing cargo volumes moved through the Manchester Airport. The Manchester Airport has long been a Top 50 cargo airport in the United States and the third largest cargo airport in New England[3]. In 2020, the Manchester Airport eclipsed 200,000,000 annual pounds of enplaned and deplaned (i.e., total) cargo for the first time in its history. Future cargo demand at the Manchester Airport is forecasted to remain strong due to three overlapping trends:

a) Shifting consumer trends toward e-commerce; and,
b) Urban migration patterns into New Hampshire resulting in an increasing regional population and purchasing power; and,
c) The favorable location of the Manchester Airport proximate to a major urban center that has constrained aviation facilities.

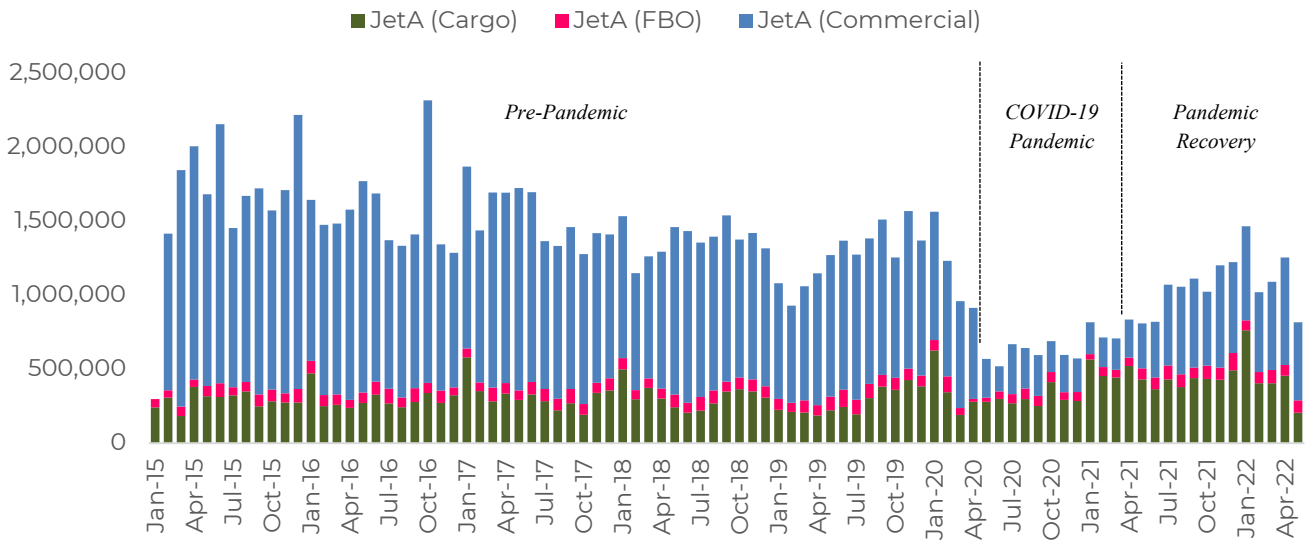
Pre-pandemic, the existing FBO pumped on a monthly average 304,000 gallons of JetA to cargo operators at the Manchester Airport with a median of 292,000 gallons. Unlike 100LL sales (and other JetA sales discussed below), the sale of cargo JetA *did not* exhibit a reduction during the pandemic, rather, gallons pumped *increased* 17.6% to a monthly average of 357,600 gallons, with a median of 298,000 gallons. This growth rate in JetA continued to increase post pandemic with a 21.2% increase to 433,200 monthly gallons, with a median of 430,200 gallons.

FBO Users – JetA. Pre-pandemic, the existing FBO pumped, on average 75,300 gallons of JetA for based and transient turbo-prop and turbo-jet aircraft, with a median of 74,900 gallons. During the pandemic, FBO JetA fueling activity decreased by 30% to a monthly average of 52,600 gallons and a median of 56,400 gallons. Post-pandemic, FBO JetA sales increased quickly to 83,300 monthly gallons with a median of 82,000 monthly gallons. This represented a 58% increase over pandemic-era monthly gallons of FBO JetA fuel and an overall 10.6% increase since January 2015.

Commercial Carriers – JetA. As can be seen in **Figure 8**, the trend in commercial air carrier JetA fuel purchases has decreased throughout the last five years. Leading into the pandemic, the Manchester Airport suffered a reduction in commercial air service. Coming out of the pandemic, the number of commercial airlines increased, with the introduction of Spirit Airlines to the market. As of the publication of this RFP, there are four (4) commercial carriers operating at the Manchester Airport: American Airlines, Southwest Airlines, Spirit Airlines, and United Airlines.

[3] https://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/passenger/

Figure 8:
Monthly Gallons of JetA Fuel Pumped by Current FBO by User Type: January 2015 through May 2022



Southwest Airlines. Southwest Airlines is slowly increasing operations back to pre-pandemic levels at the Manchester Airport. The currently loaded schedule through December 2022 for Southwest shows an average daily operational level of 7.2 daily departures to four (4) cities: Baltimore (4.3 daily departures), Chicago-Midway (1.5 daily departures), Orlando (1.2 daily departures), and Tampa (0.2 daily departures). Fleet mix of operations include the 737-700W (60.0%), 737-800W (37.1%), and 737-800 MAX (2.8%).

American Airlines. American Airlines is taking an aggressive stance towards increasing operations at the Manchester Airport. The currently loaded schedule through December 2022 for American shows an average daily operational level of 9.3 daily departures to four (4) hub cities: Charlotte-Douglas (2.6 daily departures), Chicago-O'Hare (0.7 daily departures), Washington-Reagan (3.0 daily departures), and Philadelphia (3.0 daily departures). Fleet mix of operations include the CRJ-900 (31.2%), CRJ-700 (22.2%), Embraer 145 (18.3%), Embraer 175 (13.9%), Airbus A319 (10.4%) and Airbus A320 (1.7%).

United Airlines. United Airlines has rebuilt their service profile after a short-term suspension of service during the pandemic, albeit serving a different market than pre-pandemic. United's current schedule for calendar year 2022 for the Manchester Airport shows an average daily operational level of 2.1 daily departures to their Newark-Liberty hub. Fleet mix of operations include CRJ-550 (28.1%) and E-170/175 (71.5%)

Spirit Airlines. Spirit provides non-stop direct connectivity to five (5) destinations out of Manchester, three of which are seasonal routes and two of which are daily year-round service: Ft. Lauderdale (1.0x daily, year-round), Orlando (1.0x daily, year-round), Ft. Myers (0.6x daily, seasonal), Tampa (0.4x daily, seasonal), and Myrtle Beach (1.0x daily, seasonal). As of the date of the publication of this RFP, Spirit has loaded both Ft. Myers and Tampa with daily seasonal service beginning mid-November 2022 and continuing through the winter season. Thus, the Manchester Airport will have four (4) daily

departures on Spirit with service to Ft. Lauderdale, Orlando, Ft. Myers, and Tampa. Fleet mix of operations include the A319 (8.4%), A320ceo (49.5%), A320neo (13.3%), and the A321 (28.8%), with the A321 aircraft currently serving both the Orlando and Ft. Lauderdale markets.

1.2.7 *Historical Fuel Activity: Summary*

Table 3 below summarizes total fuel activity at the Manchester Airport by the existing FBO, with corresponding seven-year compounded annual growth rates ("CAGR"). 100LL activity has decreased by a CAGR of -2.5%, while JetA fuel pumped to FBO users and cargo airlines has increased by a CAGR of 7.5% and 1.8%, respectively. Commercial JetA fuel sales have decreased since 2015 commensurate with the decrease in operations by commercial air carriers at the Manchester Airport. However, since the introduction of Spirit Airlines, the average monthly commercial JetA fuel pumped has increased 8.0%. In fact, for January through May 2022, commercial JetA fuel activity is 255% greater than the same period in 2021 and is only 7% below the same period in 2019.

1.2.8 *Airport Catchment Area*

The Manchester Airport catchment area has experienced growth rates in population, per capita income, per capita disposable income, and gross regional product since 2010. In fact, the State of New Hampshire has the second-highest population growth rate (+3%) of any state in New England since the 2010 census. The region is characterized by a high level of educational attainment resulting in a discriminating passenger profile. Within 25-air miles of the Manchester Airport lies a population of 1.35 million persons with an average household income of $81,750 and a total purchasing power over $41.2 billion.

Table 3
Aviation Fuel Trends at Manchester-Boston Regional Airport by Type of Fuel:
2015 through 2021

Calendar Year	100LL (US Gallons)	Jet A (US Gallons)			Total Fuel (US Gallons)
		FBO	*Cargo*	*Commercial*	
2015	26,745	810,205	3,495,038	15,422,884[1/]	19,754,872
2016	27,332	905,082	3,542,275	14,236,134	18,710,823
2017	25,680	907,549	3,833,038	13,619,205	18,385,472
2018	26,942	901,859	3,778,838	11,837,364	16,545,004
2019	22,319	996,621	3,351,715	10,854,160	15,224,814
2020	16,445	701,544	3,827,078	4,986,393	9,531,460
2021	22,964	900,243	5,380,676	5,101,303	11,405,660
7-year Total:	168,427	6,123,103	27,208,658	76,057,443	109,557,631
7-year CAGR:	-2.5%	7.5%	1.8%	-16.8%	-8.7%
2015-2019 CAGR:	-4.4%	5.3%	-1.0%	-8.4%	-6.3%

NOTE:
[1/] *January 2015 data is not included in the 2015 annual total.*

Sources:
Signature Flight Support Monthly Activity Reports
MHT Management Analysis

The Southern New Hampshire region has a history of embracing innovation and is home to a growing bio-medical technology industry in the downtown mill yards of Manchester. Additionally, the state of New Hampshire is home to the highest concentration of tech-startups per capita in the nation. The continued growth– and potential converging of these economic sectors – is anticipated to have a positive impact on demand for aviation services provided at the Manchester Airport.

1.2.9 *Competitive Landscape*

There is currently one (1) full service FBO (Signature Flight Support) operating at the Manchester Airport. There are also several Specialized Aviation Service Operators (SASO's) operating on at the Manchester Airport that provide various specialized general aviation services, including aircraft maintenance, flight instruction, and cargo handling.

The 2003 Fuel Farm Ground Lease Agreement between the AIRPORT and Wiggins Airways, subsequently assigned to Signature Flight Support on December 4, 2014, requires the current full service FBO to provide access for "a future FBO or into-plane fueler" to the fuel farm in exchange for a fuel storage fee expressed as a storage fee cost per gallon. The storage cost per gallon is determined by the following formula: the numerator is equal to the then-unamortized cost of fuel farm investment plus that year's operating and maintenance expenses. The agreement is silent on how the denominator is determined. As of the publication date of this RFP, the AIRPORT does not have an established storage cost per gallon as the AIRPORT has never had a second FBO or into-plane fueler on the field.

1.3 Minimum Qualifications

To be considered for evaluation and selection, a RESPONDENT must meet the minimum qualifications set forth below. Inability to meet the minimum qualifications set forth in this RFP will result in the rejection of the PROPOSAL and RESPONDENT will be deemed non-responsive.

A RESPONDENT will be deemed to meet the minimum qualification upon submission of a fully executed and notarized *Certification of Minimum Qualifications* form found in **Appendix G** certifying that the RESPONDENT, or its principal owner or predecessor in interest, or, in the case of a joint venture, at least one joint venture partner with at least **40% interest** in the joint venture:

1) Has been in continuous existence as a fixed based operator business for at least the last five (5) years which is further defined as 60-consecutive months; and,
2) Has performed FBO services for at least five (5) airports having a based aircraft population of over 75 aircraft similar in mix to the types of aircraft based at the Manchester Airport; and,
3) Is licensed, or shall be licensed prior to entering into the AGREEMENT, to do business in the State of New Hampshire; and,
4) Has financing available to develop the required capital improvements contained in their PROPOSAL; and,
5) Has the financial resources to operate a FBO that meets the requirements of the *Minimum Standards for General Aviation Commercial Operator (*the "Minimum Standards") and the *Rules and Regulations of the Airport* (the "Rules and Regulations"), both of which are attached hereto in **Appendix B**, and the Statement of Work contained in **Appendix E** to this RFP; and,

6) Is in good standing with the AIRPORT and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the RESPONDENT previously operated or currently operates, and not barred from providing FBO services by any governmental agency or airport.

1.4 Description of Leasehold

The AIRPORT intends to lease an area of approximately **8.75** acres of land (hereinafter referred to as the "Leasehold") which includes approximately **109,571** sq. ft. of potential ramp area. The description and location of the Leasehold can be found in **Appendix C,** which is attached hereto and incorporated herein. The Leasehold is bifurcated into a "Phase I Development Area" consisting of approximately **5.11 acres** (222,398 square-feet) and 69,359 square feet of ramp space, and a "Phase II Development Area" consisting of approximately **3.64 acres** (158,709 square-feet), with an additional 40,212 square foot apron area.

Phase I Development Area. The Phase I Development Area consists of an abandoned parking facility and is located between a future 64,000 square foot cargo building (currently under construction) and the Ammon Center which is a **42,359 square foot** two-story building that served the community as a terminal building from the 1960s through the 1990s. The Phase I Development Area is approximately 460-feet in width and 420-feet in depth. As shown in **Appendix C**, the site could accommodate a 400-foot x 200-foot hangar with a 59,484 square foot apron. RESPONDENTS should note that the developer of the adjacent cargo building currently under construction has a leasehold interest in land immediately south of the Phase I Development Area for a potential 36,000 square foot expansion to the 64,000 square foot cargo facility currently under construction.

Phase II Development Area. The Phase II Development Area includes the existing Ammon Center and associated 40,212 square foot apron. The total leasable area in the Ammon Center is **31,038 square feet**, comprised of 20,207 square feet on the first floor and an additional 10,831 square feet on the second floor. Over time, the Ammon Center has undergone several additions and renovations notably a two-story expansion to the north and south sides of the building and the removal of the original Air Traffic Control Tower at the Manchester Airport. The current floor layouts for the Ammon Center, as well as the approximate location and timing of various additions to the building, can be found in **Appendix C**.

AECOM, an internationally recognized engineering firm, recently completed a Facility Condition Assessment of the Ammon Center and concluded that the facility was in fair overall condition, with occupied areas generally in better repair than unoccupied areas. The assessment concluded that $6,800,000 in capital investment is required to bring the entire Ammon Center back to market condition.

Apron Depth. The apron depths for both Phase I Development Area and Phase II Development Area presented in the Leasehold exhibit provide for a) an ADG-III taxilane and associated taxilane object free area (the "TLOFA") and b) by a 25-foot wide vehicle access road located between the ADG-III TLOFA and the FBO apron. These distances are measured from the existing taxilane centerline providing access to the Ammon Center. RESPONDENTS are free to propose additional apron depth provided that a full ADG-III TLOFA and a 25-foot vehicle access road is provided but RESPONDENTS should note that this would require relocation of the FAA Vault.

NEPA Study. As part of a National Environmental Policy Act of 1969 (the "NEPA") compliance effort undergone in relation to a prior application for a United States Economic Development

Administration ("US EDA") federal grant to develop the Leasehold for a separate and distinct purpose than this procurement action, the AIRPORT conducted a high-level environmental review of the site (see **Appendix D**). This review included a State Historic Preservation Office (the "SHPO") coordination which concluded that the Ammon Center is *not eligible for inclusion as a historic site*.
RESPONDENTS should note that the AIRPORT has not received any environmental approvals from the FAA for the Leasehold, but will submit information gathered as part of the federal grant effort to the FAA for review as soon as a successful RESPONDENT is identified.

Future of the Ammon Center. RESPONDENTS shall propose one of three options in their PROPOSAL as it relates to the Ammon Center:

Option 1: A complete demolition of the Ammon Center which shall occur at the beginning of Contract Year 4; or,
Option 2: A temporary preservation with a minimum investment of $4,000,000 in refurbishment to occur in Contract Year 1, with a complete demolition of the Ammon Center to occur between the beginning of Contract Year 4 and the beginning of Contract Year 10; or,
Option 3: A complete preservation of the current Ammon Center with a minimum of $7,000,000 in refurbishment in Contract Year 1 and maintaining the Ammon Center through the term of the AGREEMENT;

all of which are subject to the requirements set forth in this RFP.

Should a RESPONDENT propose either Option 1 or Option 2 above, then that **RESPONDENT is hereby notified that some, or all, tenants in the Ammon Center will require relocation into a facility that provides similar leasehold area(s) with substantially similar access to the airfield and landside roadways as currently exists.** Current tenants in the Ammon Center and their leasehold interests are summarized in **Table 4**. To offset additional construction expenses associated with accommodating existing tenants and/or refurbishment costs, the AIRPORT is willing to assign all leases and associated revenues to the successful RESPONDENT. Current tenants are paying approximately $14 per square foot for their leasehold. RESPONDENTS should note that any revenue collected by the successful RESPONDENT will be reported to the AIRPORT. Further, this revenue shall be included in the Gross Receipts and the agreed-upon revenue share provided to the AIRPORT.

1.5 Responsibilities of the Successful Respondent

The successful RESPONDENT'S responsibilities shall be in accordance with the *Minimum Standards* and the *Rules and Regulations* as well as the Statement of Work. The successful RESPONDENT shall be expected to construct new FBO facilities on the site depicted in the Leasehold exhibits found in **Appendix C**.

Facilities to be constructed must include, *at a minimum*, the following:

1) One aircraft storage and maintenance hangar of not less than 20,000 square feet; and,
2) An office or administration building of not less than 4,000 square feet adequate to accommodate an office, pilot lounge, telephone, and restroom facilities; and,
3) Paved apron area of not less than 25,000 square feet with access to aircraft hangars; and,
4) Permanent fuel storage for a minimum of 20,000 gallons for jet fuel and 10,000 gallons for aviation gasoline; and,

Table 4
Current Leaseholds with The Ammon Center as of July 2022

Suite	Status	Tenant Name	Leasable Area (sf)	Leased Area (sf)
First Floor				
101	Leased	National Flight Training LLC	2,029	2,029
102	Vacant	Vacant	6,477	0
103	Leased	National Flight Simulator, LLC	2,025	2,025
104	Leased	National Flight Simulator, LLC	1,899	1,899
106	Leased	Inland Technologies International, Ltd (Quantem)	7,777	7,777
Total First Floor			20,207	13,720
Percent Leased				68%
Second Floor				
200	Vacant	Vacant	90	0
201/202	Leased	National Flight Simulator, LLC	896	896
203	Vacant	Vacant	424	0
204	Vacant	Vacant	185	0
205	Leased	Health Market Connect, LLC	372	372
206	Vacant	Vacant	1,108	0
207	Leased	Starscendant Corp.	446	446
208	Vacant	Vacant	1567	0
211	Vacant	Vacant	1859	0
211A	Leased	Inland Technologies International, Ltd (Quantem)	991	991
212	Vacant	Vacant	634	0
213	Vacant	Vacant	369	0
214	Vacant	Vacant	203	0
215	Vacant	Vacant	213	0
216	Vacant	Vacant	292	0
217	Leased	Ammon Technology Services, LLC	549	549
218	Leased	John Romanowski & Associates, Inc.	505	505
219	Vacant	Vacant	128	
Total Second Floor			10,831	3,759
Percent Leased				35%
TOTAL AMMON CENTER			**31,308**	**17,479**
Percent Leased:				**56%**

Source:
1/ 2022 Facility Condition Assessment
2/ MHT Properties

5) Paved off-street parking outside the aircraft operating area, but within the Leasehold, for the minimum number of paved parking spaces required by the Manchester Airport, the City of Manchester, and/or the Town of Londonderry, whichever is applicable.

Services to be provided by the successful RESPONDENT for the operation of an FBO at the Manchester Airport, are set forth in the Minimum Standards. The Minimum Standards are not meant to be all-inclusive and are negotiable in terms of any *additional* services that RESPONDENT(S) may want to provide. The AIRPORT reserves the right to modify or amend the Minimum Standards, now or in the future, in the sole discretion of the AIRPORT. The successful RESPONDENT may wish to consider additional allocations of space in the FBO for such uses as Specialized Aviation Service Operators (SASO's), provisions for the accommodation of non-scheduled and charter flight operations, and other activities, as approved by the AIRPORT.

1.5.1 *Site Development*
The successful RESPONDENT is expected to include in their PROPOSAL all costs of construction, including, but not limited to: taxilanes, aircraft apron, vehicle parking areas, roadway connections, utility connections, any other connections required to operate the facility, furniture, fixtures, and equipment; and all soft costs, including, but not limited to, program management, architectural, engineering, permitting, contractor overhead, and general conditions. A Preliminary Engineering Report is included in **Appendix F** that provides RESPONDENTS information on the current condition of pavement, location of utilities, and other pertinent site items.

1.5.2 *Fuel Service Vehicles*
Fuel servicing vehicles shall meet the requirements of the *Minimum Standards* and all applicable FAA Advisory Circulars.

1.5.3 *Airport Review of Plans*
In advance of any work performed, the successful RESPONDENT shall submit to the AIRPORT, and receive AIRPORT approval on all plans, specifications, shop drawings, or suitable sketches of the successful RESPONDENT'S planned Leasehold improvements.

1.5.4 *Ground Lease*
The ground lease rent amount is **$0.45 per square foot per year**, with an escalation of 2% per annum and a right to reset rent, based on a market appraisal, every 5 contract years, with the next appraisal scheduled to be conducted in 2027. The first five years of annual rent shall be as provided in **Table 5**.

1.5.5 *No Rights of First Refusal*
First rights of refusal will not be granted to any portion of the Leasehold, as the successful RESPONDENT will assume the entire 8.75-acres of land in the Leasehold upon execution of the AGREEMENT.

1.5.6 *Property Taxes*
The successful RESPONDENT will be required to pay property taxes on all buildings and improvements. RESPONDENTS should note that the Leasehold straddles two different jurisdictions: the City of Manchester and the Town of Londonderry and that the boundary

Table 5
Rent Schedule for Contract Year 1 through Contract Year 5

Contract Year	Leasable Square Area (sf)	Rental Rate (psf/per year)	Annual Rent Due	Monthly Rent Due
1	381,150	$0.4500	$171,517.50	$14,293.13
2	381,150	$0.4590	$174,947.85	$14,578.99
3	381,150	$0.4682	$178,446.81	$14,870.57
4	381,150	$0.4775	$182,015.74	$15,167.98
5	381,150	$0.4871	$185,656.06	$15,471.34

NOTES:
1/ Contract Year 1 is defined as the first 365 days from the Date of Beneficial Occupancy (the "DBO") of the capital improvements contained in the PROPOSAL.
2/ AIRPORT will require 1/12th of Contract Year 1 annual rental due as consideration for a License Agreement that will allow the successful RESPONDENT to conduct preliminary planning, engineering, and design tasks prior to execution of the AGREEMENT. This payment is non-refundable.

between the two jurisdictions is also the boundary between two counties in New Hampshire: Hillsborough County and Rockingham County.

1.5.7 *Adherence to Local, State, and Federal Laws*
The successful RESPONDENT will be subject to applicable local, state, and federal laws, rules, regulations, codes, ordinances, directives, and other similar regulatory measures, including, but not limited to, the *Rules and Regulations* pertaining to all activities contemplated by this RFP and the PROPOSAL.

1.6 Business Terms

1.6.1 *Proposal Bond*
At time of PROPOSAL submission, RESPONDENTS are required to provide the AIRPORT with a proposal bond in the amount of Fourteen Thousand Two Hundred Ninety-Three and 13/100 Dollars ($14,293.13), which is equal to one month's ground rent of the Leasehold. The proposal bond shall be payable to the AIRPORT. The AIRPORT will hold the proposal bond until an AGREEMENT is executed with the successful RESPONDENT. Failure on the part of the successful RESPONDENT to enter good faith negotiations towards a final AGREEMENT with the AIRPORT within (30) days of the issuance of the Notice of Award shall result in forfeiture of REPSONDENT'S proposal bond as liquidated damages, in addition to and without limiting or waiving any other remedies available to the AIRPORT at law or in equity. Thereafter, the AIRPORT may award the AGREEMENT to another RESPONDENT. After an AGREEMENT has been executed with the successful RESPONDENT, proposal bonds will be returned to the RESPONDENTS not selected. The proposal bond for the successful RESPONDENT shall be applied to the first month's ground rent due under the AGREEMENT. Notification of a final agreement is anticipated to be completed within **thirty (30) days** of the issuance of the Notification of Award.

1.6.2 *Payment to Airport*
For the rights and privileges granted herein, the successful RESPONDENT shall agree to pay the following:

1) A fuel flowage fee comprised of:
   a. 100LL sales; and
   b. JetA sales to FBO customers; and,
   c. JetA sales to cargo carriers.

2) A percentage of gross revenues generated from:
    a. Landing fees for general aviation aircraft weighing greater than 12,500 pounds maximum takeoff weight; and,
    b. Other commercial activities such as flight training, maintenance activities, parts, sales, rental cars, etc.
3) Ground rent as outlined in the AGREEMENT.

All of which shall be remitted to the AIRPORT monthly with supporting reports as requested by the AIRPORT.

The existing FBO pays the following fees to the AIRPORT:

1) A fuel flowage fee of $0.05 per gallon of 100LL sold; and,
2) A fuel flowage fee of $0.05 per gallon of Jet A sold to users of the FBO; and,
3) A fuel flowage fee of $0.025 per gallon of Jet A sold for the use of cargo fueling; and,
4) A privilege fee of 2.5% of applicable gross receipts. "Gross Receipts" are further defined as total gross revenue except for the following: a) refunds and discounts to customers; b) sales, use, and excise taxes charged to customers; c) inter-departmental transfer of parts and components; d) proceeds from the sale of new and used engines and complete new or used avionics equipment; e) credits for loss or damage to merchandise; f) fuel sales; and g) cargo handling; and,
5) Ground rent as outlined in the AGREEMENT.

1.6.3 *Performance Bond*

RESPONDENTS shall provide the AIRPORT on or before the commencement date of the AGREEMENT with a performance bond, irrevocable letter of credit, or other similar security acceptable to the AIRPORT ("Performance Bond") in an amount equal to the estimate of six (6) months' rentals, fees, and charges payable by the successful RESPONDENT to guarantee the full and timely performance by the successful RESPONDENT of its obligations under the AGREEMENT. Such performance bond shall be in substantially the same form as presented in the AGREEMENT and issued by a corporate surety authorized and admitted to write surety bonds in the State of New Hampshire. The surety of the performance bond must be listed on a current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of $100,000 by a reinsurer listed on the United States Treasury list.

The successful RESPONDENT and the AIRPORT will meet annually 60-days prior to the close of the AIRPORT'S fiscal year to review activity levels at the Manchester Airport (i.e. based aircraft population, quantities of fuel sold, operations per based aircraft, etc.). The purpose of the meeting will be to determine the value of the Performance Bond for the subsequent fiscal year.

If the successful RESPONDENT fails to provide or maintain the performance bond in effect at any time during the term of the AGREEMENT, the successful RESPONDENT shall be deemed to be in default under the AGREEMENT and the AIRPORT may then terminate the AGREEMENT for cause.

1.6.4 *Binding Offer*

RESPONDENT'S PROPOSAL shall remain valid for a period of 90 days following the RFP submission deadline, as stated in **Section 3.2** of this RFP and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a PROPOSAL shall be taken as presumed evidence that the RESPONDENT has familiarized itself with the contents of this RFP.

1.6.5 *Compliance*

RESPONDENT shall comply with all local, state, and federal directives, orders, codes, rules, regulations, ordinances, laws, and other similar regulatory measures, as applicable to this RFP, the PROPOSAL, and subsequent AGREEMENT including, but not limited to, construction of all components of the proposed development.

1.6.6 Non-Exclusivity

The successful RESPONDENT understands and agrees that any resulting contractual relationship is non-exclusive, and the AIRPORT reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the AIRPORT.

1.6.7 Collusion

Any and all PROPOSALS may be rejected if there is reason for the AIRPORT, in the AIRPORT'S sole discretion, to believe that collusion exists among RESPONDENTS. No RESPONDENT party to such collusion will be considered in any future proposals for an operation at the Manchester Airport which may be issued within twelve (12) consecutive calendar months following the date of the PROPOSAL submission.

1.6.8 Hold Harmless

THE SUCCESSFUL RESPONDENT AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE AIRPORT AND THE AIRPORT'S AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS RFP, THE PROPOSAL, AND/OR THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY (I) THE SUCCESSFUL RESPONDENT'S, AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; AND (II) CITY'S AND THE SUCCESSFUL RESPONDENT'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE SUCCESSFUL RESPONDENT IS IMMUNE FROM LIABILITY OR NOT; AND CITY'S AND THE SUCCESSFUL RESPONDENT'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

THE SUCCESSFUL RESPONDENT SHALL REQUIRE ALL OF ITS SUBCONTRACTORS AND THIRD-TIER SUBCONTRACTORS TO RELEASE AND INDEMNIFY CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO CITY.

1.6.9 Governance

If any of the language or information in this RFP or any PROPOSAL submitted as part of this RFP conflicts with language in the AGREEMENT as prepared by the AIRPORT, the language of the final AGREEMENT, as executed, will govern.

1.6.10 Public Disclosure

All PROPOSALS and other materials or documents submitted by RESPONDENTS in response to this RFP will become the property of the AIRPORT. Furthermore, actions associated with this procurement are subject to public information laws under RSA 91-A.

1.7 Insurance Requirements

The AGREEMENT shall be subject to the successful RESPONDENT obtaining all insurance coverages required by the AGREEMENT. The cost of obtaining insurance coverage is the sole responsibility of the successful RESPONDENT. The successful RESPONDENT must obtain and submit to the AIRPORT'S Property and Contracts Office, within ten (10) calendar days from the date the Notice of Intent to Award is issued, proof of the following minimum amounts of insurance for the *design and construction* of Leasehold improvements on a standard ACORD form. Further, within 10-days of the Date of Beneficial Occupancy (the "DBO"), the successful RESPONDENT must obtain and submit to the AIRPORT'S Property and Contracts Office proof of the following minimum amounts of insurance for the *operation* of the FBO on a standard ACORD form. The insurance provided will include coverage for all parties employed by the successful RESPONDENT. At the discretion of the AIRPORT, all insurance limits may be re-evaluated and revised at any time during the term of the AGREEMENT.

The City of Manchester and the Manchester-Boston Regional Airport shall be named additional insureds on all policies, all of which must be primary and noncontributory with respect to these additional insureds. The AIRPORT shall enjoy the same coverage as the named insured without regard to other contract provisions.

Additional insurance requirements are further outlined in the AGREEMENT.

The successful RESPONDENT shall maintain in full effect the following aggregate limits per 12-month policy periods unless otherwise indicated:

INSURANCE TYPE	MINIMUM LIMIT REQUIRED
Insurance Requirements during Design and Construction of FBO:	
Builder's Risk	Amounts sufficient to cover all risks of loss for completed value of the project
Commercial General Liability	$1,000,000 per occurrence $6,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability	$5,000,000
Workers' Compensation, including Employer's Liability	New Hampshire Statutory Requirements $1,000,000 bodily injury per accident $1,000,000 bodily injury by disease (each employee) $1,000,000 bodily injury by disease (policy limit)
Automobile Liability	$1,000,000
Insurance Requirements for Operation of FBO:	
Commercial General Liability	$1,000,000 per occurrence $6,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability	$5,000,000
Workers' Compensation, including Employer's Liability	New Hampshire Statutory Requirements $1,000,000 bodily injury per accident $1,000,00 bodily injury by disease (each employee) $1,000,000 bodily injury by disease (policy limit)
Automobile Liability	$1,000,000
Hangar Keeper's and Property Damage Liability	$100,000,000 per occurrence
Environmental Liability	$5,000,000 per occurrence
Aircraft Liability	$100,000,000 per occurrence

SECTION II – INSTRUCTIONS FOR PREPARATION OF PROPOSAL

RESPONDENTS are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. RESPONDENTS shall carefully review and address all the evaluation factors outlined in this RFP as well as any clarifying documents issued by the AIRPORT in response to questions received. To be considered, the RESPONDENT must be able to demonstrate that it meets the minimum qualifications established in this RFP and has the staff and financial resources to build, operate, and manage a full service FBO with exceptional guest experience in full compliance with the *Minimum Standards* and *Rules and Regulations* of the AIRPORT.

2.1 Proposal Content and Organization

RESPONDENTS interested in providing the services as described in this RFP must include in their PROPOSALS the following information:

2.1.1 *Letter of Submittal*

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the RESPONDENT to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership that meets the requirement outlined in **Section 1.3**, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal shall include the following information about the RESPONDENT and any subcontractor(s):

a) Name, address, principal place of business, telephone number, and email address of the legal entity or individual who will enter into the AGREEMENT; and,
b) Legal status of the RESPONDENT (e.g. sole proprietorship, joint venture, partnership, corporation, etc.) and its state of incorporation; and,
c) Identification of any current or former AIRPORT employees employed by the RESPONDENT or on the RESPONDENT'S governing board as of the date of the PROPOSAL or during the previous twelve (12) month period; and,
d) Listing of any and all clients with whom the RESPONDENT had a contract or lease cancelled prior to the end of any fixed or optional term and the reason as to why such contract(s) was cancelled (i.e. default, for convenience, for cause, etc.); and,
e) Acknowledgement that the RESPONDENT will comply with all terms and conditions set forth in this RFP and in the AGREEMENT.

FAILURE TO PROVIDE A SIGNED LETTER FROM A DULY AUTHORIZED REPRESENTATIVE WILL RESULT IN A NON-RESPONSIVE PROPOSAL.

2.1.2 *Criterion 1: Financial Ability to Perform*

In this section of the PROPOSAL, the RESPONDENT shall demonstrate their ability to perform the AGREEMENT supported by, at a minimum, the following information:

a) Audited financial statements for the RESPONDENT'S two (2) most recent fiscal years, demonstrating its financial ability to successfully execute its PROPOSAL, including the required capital investment, and a statement of any significant financial events affecting the RESPONDENT occurring after the closing date of the most recent financial statement.
b) A ten-year financial pro forma, beginning with proposed Contract Year 1, that incorporates the following:

i. Anticipated itemized revenues from fuel sales, ground handling, and any other gross receipts from the operation of the FBO; and,
ii. Anticipated itemized expenses, including, but not limited to, salaries and benefits, marketing, maintenance, insurance, technology and connectivity costs, administrative, and other operating expenses; and,
iii. Anticipated debt service and other financing costs, including, but not limited to, the amortization of any cash capital contributions used to fund capital expenditures; and,
iv. Anticipated payment to the AIRPORT of the Percentage of Annual Gross Receipts, using the percentages set out in **Section 1.6.2**, *Payment to the Airport*; and
v. RESPONDENT'S anticipated annual EBITDA.

FAILURE TO PROVIDE AN AUDITED FINANCIAL STATEMENT AND THE 10-YEAR PRO-FORMA WILL RESULT IN A NON-RESPONSIVE PROPOSAL.

2.1.3 *Criterion 2: Past Performance and Industry Experience*
This section of the PROPOSAL shall demonstrate the RESPONDENT'S past performance and industry experience supported by, at a minimum, the following information:

a) At least three (3) examples of other FBO locations that demonstrate the RESPONDENT'S experience managing and maintaining facilities like this opportunity. Each of these examples shall demonstrate the RESPONDENT'S ability to provide the following services for operators: fueling, lavatory service, towing services, air stairs, passenger handling, luggage handling, and ground power.
b) Three (3) professional references, including name, title, phone number, and email address for each reference, from an airport authority or aviation governing body for whom the RESPONDENT has provided relevant services and who can act as sources of information relating to the RESPONDENT'S past performance.
c) An organizational chart, identifying proposed key personnel and their associated qualifications. The organizational chart must include, at a minimum:
   i. A full time FBO manager that has experience managing and maintaining at least one (1) FBO and at least five (5) years of FBO management experience at a location(s) like the one contemplated in this procurement effort; and,
   ii. A sufficient number of fuelers to demonstrate that the FBO will have at least two (2) fuelers who will always be on duty, and the RESPONDENT'S proposed plan to ensure all fuelers will be fully trained, certified, and have successfully completed an approved safety course that complies with the Airport Certification Manual prior to the effective date of the AGREEMENT; and,
   iii. A sufficient number of supervisors to demonstrate that the RESPONDENT will have at least one (1) supervisor on duty twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365") to coordinate customer service, ramp assistance, and landing/parking fee collection; and,
   iv. FAA Licensed Airframe and Powerplant Mechanics to demonstrate that the RESPONDENT will have at least one (1) FAA Licensed Airframe and Powerplant Mechanic available every day to respond to and be on site at the Manchester Airport within two (2) hours of a customer request or the

RESPONDENT'S proposed plan to subcontract with an operator authorized to provide this maintenance at the Manchester Airport.

Recognizing the low level of unemployment in the State of New Hampshire and national, regional, and local workforce shortages, RESPONDENTS are notified that the minimum hourly wage for hourly employees shall be **$15.00 per hour**. While the City of Manchester does not have a living wage requirement, the $15.00 per hour minimum hourly wage will place the RESPONDENT in a competitive position within the local marketplace.

2.1.4 *Criterion 3: Commitment to Innovation*
In this section of the PROPOSAL, RESPONDENTS shall discuss how they have embraced innovation in their FBOs, current innovations that the RESPONDENT has either deployed or is planning to deploy in the near future; and the RESPONDENT'S outlook on future innovations in the FBO and aviation industry.

2.1.5 *Criterion 4: Sustainability Plan*
This section of the PROPOSAL shall demonstrate the RESPONDENT'S commitment to sustainability, through a written plan that includes measurable goals and milestones and, at a minimum, includes the following information:

a) Corporate Responsibility. A statement from the RESPONDENT outlining its commitment to corporate sustainability.

b) Emissions Management. A plan demonstrating increasing utilization of electric or electric hybrid vehicles and ground support equipment over the term of the AGREEMENT and a description of planned management of overall greenhouse gas emissions from FBO operations, including the RESPONDENT'S plan to measure and manage such emissions over the term of the AGREEMENT.

c) Water Use Efficiency. A plan demonstrating the RESPONDENT'S commitment to increasing water use efficiency over the term of the AGREEMENT.

d) Energy Management. A plan demonstrating the RESPONDENT'S commitment to increasing energy conservation over the term of the AGREEMENT, including in the construction of energy efficient building systems. **NOTE: The RESPONDENT is cautioned to carefully consider the location of any proposed solar panels due to proximity of the Leasehold to the Air Traffic Control Tower at the Manchester Airport. Any proposed installation must be pre-approved by the AIRPORT.**

e) Waste Management. A plan demonstrating the RESPONDENT'S commitment to minimizing the amount of its solid waste sent to landfills, including efforts to recycle, reduce, and reuse, as appropriate.

2.1.6 *Criterion 4: Operations and Management Plan*
In this section of the PROPOSAL, RESPONDENTS shall present a *detailed and comprehensive* plan to operate and manage the FBO. At a minimum, the components of the plan shall address the following:

a) Aeronautical services offered; and,
b) Other aeronautical support services the RESPONDENT plans to provide, subject to AIRPORT approval; and,
c) The RESPONDENT'S ability to accommodate, at a minimum, the average annual number of general aviation operations historically served at the Manchester Airport within the last five (5) fiscal years, as shown in this RFP; and,
d) RESPONDENT'S corporate equal employment opportunity policy that is compliant with Title VI; and,
e) RESPONDENT'S training plans covering, at a minimum, the following topics: i) corporate safety policy, ii) corporate sexual harassment policy, iii) corporate drug free workplace policy, and iv) corporate violence in the workplace policy; and,
f) RESPONDENT'S proposed local staffing structure that demonstrates coverage for a 24 x 7 x 365 FBO operation; and,
g) An inventory of equipment to demonstrate the RESPONDENT has available, or is able to facilitate the provision of, the aircraft services equipment required to provide FBO services, as outlined in the Minimum Standards; and,
h) RESPONDENT'S description of their approach to providing a world-class guest experience, inclusive of identification of core competencies the RESPONDENT seeks in an employee and the RESPONDENT'S philosophy in guest experience recovery. RESPONDENTS shall include in this section the metrics that the RESPONDENT uses to measure guest service and track the impact of various guest experience enhancements the RESPONDENT has implemented in other airports within RESPONDENT'S existing network, if applicable.

2.1.7 *Criterion 5: Capital Investment*

In this section of the PROPOSAL, the RESPONDENT shall describe their proposed capital investment to meet the requirements of this RFP, the AGREEMENT, and the Minimum Standards, the details of which shall address, at a minimum:

a) Planned total spend of at least $1,000,000 on investments or improvements related to new construction, renovation, or expansion projects, including for hangars, office space, ramp space, shops/storage buildings, roadways, parking lots, aircraft parking apron, or other common use areas, including the proposed schedule for the commencement of each construction or renovation project and a reasonable completion date for each project.
b) Planned total spend of at least $4,000,000 on investments or improvements to the Ammon Center as further described in **Section 1.4(b) or Section 1.4(c)** of this RFP, should the RESPONDENT'S capital plan include retention of the Ammon Center.
c) Designs, renderings, and conceptual site plans of any facilities the RESPONDENT plans to construct, improve, or renovate at the Manchester Airport. At a minimum, renderings shall include:
    a. Exterior oblique view from the landside towards the airside; and,
    b. Exterior oblique view from the airside towards the landside; and,
    c. Interior views of entry lobby(ies).
d) Proposed construction schedule indicating key milestone dates and activities, critical path items, date of beneficial occupancy, and date of substantial completion.

While the AIRPORT does not have established design guidelines, it is the intent of the AIRPORT that the proposed development is consistent with the exterior look and feel of

the passenger terminal building and the new cargo development to present a cohesive campus feel to the terminal environment.

2.1.8 *Criterion 6: Percentage of Gross Receipts Payable to the Airport*
RESPONDENTS should identify the percentage of gross receipts they will pay to the AIRPORT for the first ten (10) years of operation. The proposed percentage of Gross Receipts can vary over the course of the first ten years (i.e. a lower rate in Year 1 increasing in Year 2, Year 3, and beyond) provided that *no reduction* in gross receipts payable to the AIRPORT occurs through the first 10 years (i.e. a lower rate in Year 1 increasing in Year 2 and decreasing in Year 3, etc.).

Regardless, the percentage of Gross Receipts shall not be lower than the percentage that the existing full service FBO is then providing to the AIRPORT (i.e. Year 1 has to be greater than or equal to the existing full service FBO percentage of gross receipts as presented in **Section 1.6.2**).

2.1.9 *Required Certifications*
This section of the PROPOSAL requires the RESPONDENT to incorporate signed and duly notarized copies of all certifications found in **Appendix G**.

PROPOSALS THAT DO NOT CONTAIN ALL SIGNED AND NOTARIZED CERTIFICATIONS WILL BE DEEMED NON-RESPONSIVE BY THE AIRPORT AND NO FURTHER CONSIDERATION WILL BE GIVEN.

2.2 Proposal Organization

The PROPOSAL shall be organized in sections consistent with Section 2.1.1 through 2.1.9 above. PROPOSALS are limited to **75-single sided** pages which should include the RESPONDENT'S complete and final answers to the specific sections herein.

Items **counting towards** the page limit include:

- Answers to Sections 2.1.2 through 2.1.8 above; and,
- Resumes of proposed site management team; and,
- Job descriptions of key management positions.

Items **not counting towards** the page limit include:

- Letter of Interest; and,
- Required DBE forms; and,
- Audited financials; and,
- Equipment specifications; and,
- Required certifications; and,
- Required corporate policies identified in Section 2.1.6 (d), (e), and (g).

RESPONDENTS shall provide all items not counting towards the page limit as appendices to their PROPOSAL. RESPONDENT shall include sequential pagination in the PROPOSALS identifying the pages being submitted as part of the page limit.

The RESPONDENT is free to use either 8.5"x11" or 11"x17" paper for their submission, understanding that the entire PROPOSAL shall use the same size paper (e.g. no z-folds or mixing of page sizes). Under no circumstances shall the paper size exceed 11"x17".

ANY PAGES BEYOND THE 75-PAGE LIMIT THAT ARE NOT EXCLUDED ABOVE, OR ANY INFORMATION SUBMITTED ON PAPER SIZE MORE THAN 11"X17," WILL NOT BE CONSIDERED BY THE AIRPORT.

2.3 Submission Date and Procedures

Each RESPONDENT must submit one (1) hardcopy original of the PROPOSAL, clearly marked as "original", and **five (5) hard copies** of their PROPOSAL. In addition to the required hardcopies, RESPONDENTS are free to send an electronic .pdf version of their PROPOSAL to procurement@flymanchester.com, provided that the electronic file is: a) submitted on or before the submission deadline outlined below and b) the **EXACT SAME VERSION** as the hardcopy. The AIRPORT will use our email system time stamp as proof of meeting the submission deadline. Further, the AIRPORT will NOT ACCEPT any changes to PROPOSALS after the Submission Deadline is passed.

The envelope/package containing the original copy and hardcopies of the PROPOSALS shall be marked:

"RFP FY23-805-07
"FULL SERVICE FIXED BASE OPERATOR"

The RESPONDENT'S business name and return address shall be clearly stated on the envelope/package in which the PROPOSAL is contained.

PROPOSALS shall be delivered by **2:00 pm** on **August 30, 2022** (the "Submission Deadline"), to the offices of the Manchester-Boston Regional Airport and addressed to:

Ms. Cheryl Keefe
Properties and Contracts Coordinator
Manchester-Boston Regional Airport
1 Airport Road Suite 300
Manchester, NH 03103
Telephone: (603) 624-6539
Email: procurement@flymanchester.com

PROPOSALS RECEIVED AFTER 2:00 P.M. ON THE SUBMISSION DEADLINE LISTED ABOVE WILL BE CONSIDERED NON-RESPONSIVE BY THE AIRPORT, NO FURTHER CONSIDERATION WILL BE GIVEN AND SAID PROPOSAL WILL BE RETURNED TO THE APPLICABLE RESPONDENT UNOPENED.

2.4 Compliance with RFP

It is the responsibility of each RESPONDENT to carefully examine this RFP and to judge for itself all the circumstances and conditions which may affect their PROPOSAL and subsequent construction, operation, and management of the FBO pursuant to the AGREEMENT.

Any data furnished by the AIRPORT is for informational purposes only. RESPONDENT'S use of any such information shall be at RESPONDENT'S own risk.

Failure on the part of any RESPONDENT to examine, inspect, and to be completely knowledgeable of the terms and conditions of the AGREEMENT, operational conditions, or any other relevant documents or information shall not relieve the successful RESPONDENT from fully complying with the AGREEMENT, this RFP, or their PROPOSAL.

RESPONDENTS that submit PROPOSALS prior to the Submission Deadline established in **Section 2.3** may withdraw or modified their PROPOSAL prior to the Submission Deadline. Such requests to modify or withdraw PROPOSALS must be **made in writing** to the contact identified in **Section 4.2**. Any modifications to, or requests to withdraw, a PROPOSAL received after the Submission Deadline will not be considered.

2.5 Proposal Warranty

By submission of their PROPOSAL, the RESPONDENT warrants that (i) the PROPOSAL submitted is not made in the interest of, or on behalf of, any undisclosed party; (ii) the RESPONDENT has not, directly or indirectly, induced any other RESPONDENT to submit a false PROPOSAL; and (iii) RESPONDENT has not paid, or agreed to pay, any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered, or to be rendered, in attempting to procure the AGREEMENT for the privileges granted herein.

2.6 Proposal Opening

There will not be a public opening of PROPOSALS received under this procurement effort. PROPOSALS will be opened and evaluated after the Submission Deadline date and time indicated in **Section 2.3**.

2.7 Right to Request Supplemental Information

The AIRPORT reserves the right to request any supplementary information it deems necessary to evaluate the RESPONDENT(S).

SECTION III – SELECTION PROCESS

3.1 Selection Process

The AIRPORT intends to use a two-phase selection process. The first phase is the written technical PROPOSAL and the second phase will be interviews with a shortlist of RESPONDENTS (the "Interviews"). Should an insufficient number of PROPOSALS be received by the AIRPORT to develop a competitive shortlist of RESPONDENTS for the Interviews, then the AIRPORT reserves the right to reject all PROPOSALS received and reissue the RFP **or** to negotiate directly with the RESPONDENT(S) who submitted a PROPOSAL.

3.2 Tentative Solicitation Schedule

The following *tentative* schedule is provided as a general guide on timing for this solicitation. **This schedule is subject to change.** Notice of changes will be handled per the addendum process contained in **Section 4.4**.

Solicitation Step	**Date**
Pre-Proposal Meeting	August 8, 2022 at 10:00 A.M.
Deadline for Questions	August 16, 2022 at 2:00 P.M.
Deadline for Clarifications	August 23, 2022 at 5:00 P.M.
RFP Submission Deadline	**August 30, 2022 at 2:00 P.M.**
Evaluation Committee Meeting	September 9, 2022
Interviews Completed	September 23, 2022
Notification of Intent to Award	**September 28, 2022**
Operating Agreement Executed	November 2, 2022
Notice to Proceed	**November 3, 2022**

3.3 Preliminary Review

Upon receipt of PROPOSALS, the AIRPORT will conduct a preliminary review to assure that each PROPOSAL is generally responsive to the published criteria. PROPOSALS deemed non-responsive will be returned to the RESPONDENT with a brief explanation of the reason for the rejection.

3.4 Phase I: Formal Evaluation and Scoring

Following the preliminary review, an Evaluation Committee will convene to independently review and score each PROPOSAL based on the criterion listed in **Section 2.1.** A detailed and objective evaluation will be conducted, the sole intent of which will be to identify the most responsive and responsible RESPONDENT(S) to perform the work contemplated under this procurement action.

The following criteria and scoring will be employed by the AIRPORT:

Criteria	Max Score
Financial Ability to Perform	20 points
Past Performance and Industry Experience	20 points
Commitment to Innovation	25 points
Sustainability Plan	25 points
Operations and Management Plan	30 points
Capital Investment	30 points
Percentage of Gross Receipts	50 points
TOTAL MAXIMUM SCORE	200 points

The maximum score per evaluator is **200 points**. RESPONDENTS should note that 25% of the total points available is included in the proposed percentage of gross receipts payable to the AIRPORT.

3.5 Phase I Tiebreaker

In the event of a tie between two or more RESPONDENTS, the RESPONDENT with the higher percentage of gross receipts payable to the AIRPORT contained in their PROPOSAL will be awarded the tiebreaker.

3.6 Phase I Shortlist Development

Notwithstanding the provisions of **Section 3.1** above, the AIRPORT may shortlist up to three (3) RESPONDENTS for Phase II of the selection process.

3.7 Phase II Interviews

Notwithstanding the provisions of **Section 3.1** above, the AIRPORT will interview up to three (3) RESPONDENTS based on their Phase I score. This is an opportunity for shortlisted RESPONDENTS to clarify their PROPOSALS and present any additional information that the shortlisted RESPONDENTS wish the Evaluation Committee to consider.

3.8 Final Selection

Upon completion of Phase II, written or verbal negotiations may be conducted with one or more RESPONDENTS to ensure the most advantageous revenue stream for the AIRPORT over the full contract term.

SECTION IV – GENERAL CONDITIONS

4.1 Airport Right to Reject and Waive Minor Irregularities

The AIRPORT reserves the right to reject all PROPOSALS or to re-advertise for additional PROPOSALS. The AIRPORT reserves the right to waive minor irregularities, in the AIRPORT'S sole discretion, pursuant to **Section 4.6**.

The selection shall be at the sole discretion of the AIRPORT. No RESPONDENT shall have any cause of action against the AIRPORT arising out of a failure by the AIRPORT to consider the qualifications of the RESPONDENT, or the methods by which the AIRPORT evaluated the PROPOSALS received.

4.2 Inquiries

Inquiries on all matters pertaining to this RFP or the process the AIRPORT is following should be made in writing and directed to:

Ms. Cheryl Keefe
Properties and Contracts Coordinator
Manchester-Boston Regional Airport
1 Airport Road, Suite 300
Manchester, NH 03103
Telephone: (603) 624-6539
Email: procurement@flymanchester.com

4.3 Contact With Airport Staff

From the time of receipt or publication of this RFP, all parties who intend to submit a response directly or indirectly to the solicitation shall direct all contact with the AIRPORT to the point of contact listed in **Section 4.2 only**. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of this person, the AIRPORT point of contact will direct the question or comment to the appropriate person or authority.

Other than as permitted herein, RESPONDENTS to this RFP may not contact AIRPORT employees beyond the person identified in **Section 4.2**, any members of the Evaluation Committee, or those representing any AIRPORT interests in this solicitation for the purpose of discussing the same.

VIOLATION OF THIS PROVISION WILL RESULT IN REJECTION OF THE PROPOSAL AND/OR RESPONDENT DEBARMENT FROM FUTURE SOLICITATIONS.

4.4 Addendums and Clarifications

No interpretation of the meaning of any part of this RFP, or corrections of any apparent ambiguity, inconsistency, or error therein, will be made to any RESPONDENT orally. All requests for written interpretations or corrections shall be submitted in writing only and addressed to the AIRPORT using the contact information in **Section 4.2** and submitted by the date listed as the "Deadline for Questions" in **Section 3.2**.

All such interpretations and supplemental instructions will be in the form of a written ADDENDUM to the RFP documents, which, if issued, will be posted on the AIRPORT website: www.flymanchester.com/doing-business-with-mht/procurement-opportunities/

Only the interpretations or corrections so given by the AIRPORT in writing will be binding, and prospective RESPONDENTS are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP.

It is the responsibility of the RESPONDENT to incorporate any addendum into their PROPOSAL and to acknowledge receipt of any addendums by signing the *Addendum Acknowledgement Form* which, if issued, will be posted on the AIRPORT'S website, and including the same in their PROPOSAL. If a RESPONDENT fails to acknowledge receipt of any such addendum through signing the *Addendum Acknowledgement Form*, their PROPOSAL will be construed as though all addendum have been received by said RESPONDENT and acknowledged thereby.

4.5 Additional Provisions

The AIRPORT reserves the right to add, delete, or revise any section of this RFP. The AIRPORT reserves the right 1) to accept the RESPONDENT(S) it deems most suitable and beneficial and 2) to reject any or all PROPOSALS received as part of this RFP. The AIRPORT also reserves the right to retain all copies of PROPOSALS submitted by RESPONDENTS.

4.6 Rejection of Irregular Proposals

The AIRPORT reserves the right to reject PROPOSALS that are considered irregular in the sole discretion of the AIRPORT. PROPOSALS will be considered irregular if they show omissions, alterations of form, additions not called for, conditions, limitations, or other irregularities of any kind. The AIRPORT reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any RESPONDENT.

4.7 Cost

RESPONDENTS are responsible for all costs associated with their PROPOSAL including, but not limited to, the creation of the PROPOSAL and, should the RESPONDENT be shortlisted, any associated costs for subsequent steps in the procurement process. The AIRPORT will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if so requested, returned to the RESPONDENT at no cost to the AIRPORT.

4.8 Contract Agreement

The AIRPORT intends to enter into an AGREEMENT with one RESPONDENT for a forty (40) year fixed term. A sample agreement is provided in **Appendix A** to this RFP. The AIRPORT is open to reasonable changes to the AGREEMENT, provided that such changes do not substantially alter the terms of the sample provided herein.

NOTE: BY SUBMITTING A PROPOSAL, THE RESPONDENT ACKNOWLEDGES AGREEMENT WITH ITEMS THAT ARE CAPITALIZED AND/OR IN BOLD FONT IN THE SAMPLE AGREEMENT. RESPONDENTS ARE HEREBY NOTIFIED THAT THESE ITEMS ARE NON-NEGOTIABLE AND FAILURE OF THE RESPONDENT TO ACCEPT THESE TERMS WILL RESULT IN NO FUTHER CONSIDERATION OF THE RESPONDENT'S PROPOSAL.

4.9 Non-Discrimination Provisions

The RESPONDENT agrees to comply with all applicable federal, state and local laws, including, but not limited to, the Civil Rights Act of 1964, as amended. The Equal Employment Opportunity Clause in Section 202, paragraphs 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The RESPONDENT specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code Section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

APPENDIX A: FBO GROUND LEASE AND OPERATING AGREEMENT

TO BE PROVIDED AS AN ADDENDUM

APPENDIX B: MINIMUM STANDARDS AND RULES AND REGULATIONS

MINIMUM STANDARDS

FOR

GENERAL AVIATION COMMERCIAL OPERATORS

SEPTEMBER 2017

Contents

1.01 STATEMENT OF PURPOSE

The purpose of these Minimum Standards is to define acceptable standards for the conduct of commercial aviation activities at Manchester-Boston Regional Airport (herein after, the Airport or MHT). This document describes the privileges and restrictions associated with each defined category of activity and sets forth the following minimum standards for operations, land area, improvements, and/or services required or permitted:

- Establishes minimum entry qualifications for entities seeking to engage in commercial aeronautical activities or services at the Airport, including but not limited to, the provision of aeronautical products, services and/or facilities to the public;
- Ensures that aviation activities are conducted in a safe and equitable manner, in accordance with local, State and Federal standards;
- Promotes the development of quality capital improvements;
- Promotes the orderly and compatible development of Airport property;
- Promotes the financial self-sufficiency of the Airport;
- Protects the public from unsafe, inadequate, or substandard aeronautical products, services, and facilities; and insures that those entities engaged in commercial aeronautical activities or services are not exposed to unfair competition.

The Airport seeks to ensure that a full range of general aviation-related services and facilities are offered. To achieve this objective and to protect the interests of each class of tenant, the Airport has defined the privileges that will be granted to each type of Commercial Operator, with limitations where appropriate to protect the investment of those operators with full-service obligations.

Privileges will be granted according to two categories of General Aviation Commercial Operators:

1. Full-Service Fixed Base Operators (FBO)
2. Specialized Aviation Service Operators (SASO)

The Airport will provide a fair and reasonable opportunity, without unjust discrimination, to all qualified persons to compete for the right to construct, lease, or sublease appropriate space in order to conduct aeronautical activities that are not currently provided exclusively by the Airport. Prior to starting any operations, an Operator must have an Operating Permit and Lease Agreement with the Airport (or sublease with an FBO). Such agreements shall describe the terms and conditions under which the activity will be conducted at the Airport, including, but not limited to, the term of the agreements; the rentals, fees and charges; and the rights and obligations of the respective parties. The granting of such right or privilege, however, shall not be construed in any manner as affording the Operator any exclusive or continuing right of use of the premises or facilities other than those premises which may be leased exclusively to the Operator for the term of the Lease and then only to the extent provided in the written agreement.

The Airport reserves the right to lease an existing facility, or any portion of an existing facility, to a Specialized Aviation Service Operator in order to maximize facility use and business opportunities. A lease of this nature shall be at the Airport's sole discretion and shall be considered to meet the minimum facility requirements as defined herein.

The Airport further reserves the right to designate the specific areas where individual aeronautical services or a combination of aeronautical services may be conducted, and to determine whether or not there is sufficient, appropriate or adequate space at the proposed site to meet the minimum requirements established

herein. Such determination shall consider the nature and extent of the proposed operation and the sites available for such purpose, consistent with the current airport master plan, the role of the airport, and the safe, secure and efficient operation and development of the Airport.

These Minimum Standards will not grant any right or privilege that prevents any person or company from operating aircraft on the Airport, or from performing any services on its own aircraft with its own employees (including self-servicing and self-fueling) when appropriate, in accordance with these standards and established regulations and requirements of the Airport.

All agreements shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States relative to the operation and maintenance of the Airport, the execution of which has been required as a condition of federal funding of the Airport.

The Airport reserves the right to amend these Minimum Standards from time to time as operations warrant.

1.02 DEFINITIONS

As used in these Minimum Standards, the terms below will have the following meanings:

“Aircraft" means any aeronautical device including, but not limited to, powered aircraft, gliders, kites, helicopters, gyroscopes, gyrocopters, ground effect machines, balloons and unmanned aircraft systems (UAS).

"Airport" means the entirety of Manchester-Boston Regional Airport including land and buildings.

“Airport Layout Plan” (ALP) is a scaled drawing depicting existing and future facilities and property necessary for the operation & development of the airport. The ALP is integral to the airport master plan.

”Building” means the main portion of each structure; all projections or extensions therefrom; any additions or changes thereto; and all garages, outside platforms and docks, carports, canopies, eaves, and porches. Paving, ground cover, fences, signs, and landscaping are not included.

"Commercial Operator" or “Operator” means an entity engaging in an activity which involves, or makes possible, the offering for sale of a general aviation service for the purpose of obtaining earnings, income, compensation or profit, whether or not such objective is accomplished.

"Entity" means any person, proprietorship, association, firm, joint venture, partnership, corporation, other business organization, or any combination thereof.

"Equipment" means all machinery, together with the necessary accessories, tools, and other apparatus necessary to the proper conduct of the activity being performed.

"Exclusive Right" means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. The granting of an exclusive right to conduct a commercial aeronautical activity on an airport developed or improved with federal funds is expressly prohibited.

"FAA" as used in this document shall mean the Federal Aviation Administration.

"Full-Service Fixed Base Operator" or “Fixed Base Operator” or “FBO” means a general aviation commercial

Operator that is required to offer for sale to the public a range of basic and essential general aviation services and products as specified herein. Additionally, a full-service fixed base Operator is permitted to provide for sale other specialized general aviation services as specified herein.

"Improvements" shall mean all buildings, structures, and facilities including pavement, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any leased area by or with the concurrence of a Lessee and the Airport. Plans and specifications for all improvements must be approved by the Airport and must meet development standards established by the Airport.

"Lease" means a contractual agreement between the Airport and an entity in which the Airport leases real property and, in conjunction with an Operating Permit, grants rights and privileges on the Airport to the entity for the purpose of conducting stated general aviation activities, which agreement is defined in writing and enforceable under law.

"Leased Premises" means the entirety of the ground area leased to an entity including all buildings, improvements, and fixed and removable structures identified as the premises in the lease agreement.

"Lessee" means an entity having a valid lease with the Airport.

"Line Service" means routine day-to-day servicing necessary for the safe operation of an aircraft and includes recharging batteries, oxygen, braking, and lubrication systems, cleaning, etc.

“Operating Permit” means a contractual agreement between the Airport and an entity in which the Airport grants rights and privileges to the entity for the purpose of conducting stated general aviation commercial activities, which agreement is defined in writing and enforceable under law.

"Ramp" means a paved area suitable for aircraft parking.

“Rules and Regulations” means the Rules and Regulations for Manchester-Boston Regional Airport as adopted by the City of Manchester’s Board of Mayor and Aldermen.

"Specialized Aviation Service Operator" or “SASO” means a commercial Operator that is permitted to offer for sale one or more of the permitted services listed herein, but is not a Full-Service Fixed Base Operator.

"Sublease" means a sublease on the Airport granted to an entity by a Lessee and approved by the Airport for the use of all or part of the property leased by the Airport to the Lessee.

"Sub-Operator" means an entity engaged in any of the general aviation services that a Specialized Aviation Service Operator may provide, which services are provided under a sublease with a Full-Service Fixed Base Operator having a valid lease with the Airport.

"Tiedown" means a defined area on the Airport suitable for the parking of aircraft wherein suitable aircraft tiedown points have been installed.

1.03 PROPRIETARY EXCLUSIVE ACTIVITIES

The Airport has elected to exercise its proprietary right to provide certain aeronautical activities exclusively including management of all Airport property. The Airport, unless otherwise specified by separate agreement

with another entity, shall be the sole Lessor of Airport property and facilities for aeronautical activities. Such activities may include but are not limited to those services identified in the Airport's Minimum Standards.

An individual or other entity may provide property management services for non-aeronautical leasing only after entering into appropriate agreement with the Airport.

1.04 INSURANCE REQUIREMENTS

Every Operator shall procure and maintain in effect continuously for the duration of its activities at the Airport, at the Operator's sole expense, insurance of the types and in at least such minimum amounts as required by the Airport and as further described and required within Operator's Permit and Lease agreements.

1.05 CONSTRUCTION AND SITE DEVELOPMENT STANDARDS

Any proposed construction or development of facilities will be subject to the development regulations and standards established by the Airport. All improvements constructed on the Airport, other than trade fixtures, shall become a part of the land and belong to the Airport upon expiration, termination, or cancellation of the Lease agreement between the Operator and the Airport covering such improvements unless otherwise specified by agreement. If an Operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the Operator shall be responsible for extending such services and pavement surfaces to its site at the Operator's sole expense, unless otherwise negotiated with the Airport. All such utility services and pavement areas shall be constructed in accordance with Airport and FAA design standards, as well as applicable City of Manchester and Town of Londonderry codes.

1.06 GENERAL OPERATIONAL REQUIREMENTS

Operators shall employ trained personnel in such numbers as are required to meet the applicable Minimum Standards set forth herein in an efficient manner for each aeronautical activity or service being performed. The Operator's personnel shall be on duty during the applicable hours. The Operator shall also provide a responsible person in the office, if required, to supervise the operations in the leased area and on the Airport, with authorization to represent and act for and on behalf of the Operator during all business hours. The Operator shall provide the Airport with 24 hour emergency contact information appropriate to the Operator's activities.

The Operator shall control the conduct, demeanor and appearance of its employees. The Operator shall train its employees and ensure that they possess such technical qualifications and hold the required certificates, permits, licenses, and ratings to conduct the Operator's business activities on the Airport. It shall be the responsibility of the Operator to maintain close supervision over its employees to assure a high standard of service to customers.

Cross-utilization of personnel between aeronautical services may be permitted to the extent that personnel qualifications and licensing requirements and the applicable operating hours of these Minimum Standards are met.

No aircraft or other vehicle may be left unattended or parked, or any object or structure placed, built, or left to remain at any point on the airport where such object would protrude through any imaginary surface so as to create an obstruction under FAR Part 77.

Personnel authorized by the airport to operate motor vehicles on the Airport proper shall do so only in strict accordance with the Airport Rules and Regulations, applicable federal, state, and local laws, ordinances, codes, or other similar regulations now in existence or as may be hereafter modified, amended or enacted.

The Operator shall permit the Airport to enter upon its Leased Premises at any reasonable time for any purpose necessary, incidental to, or connected with the Operator's performance of its obligations with respect to these Minimum Standards, or the terms of any Operating Permit or Lease, or in the exercise of the Airport's functions; for fire protection or security purposes; or to inspect or maintain the premises; or to do any other task deemed necessary or desirable for the safety and operation of the Airport.

The rates or charges for any and all activities and services of the Operator shall be determined by the Operator, subject to review by the Airport and subject to the further requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.

The Operator shall provide prompt, courteous, and efficient service to the public and provide an adequate means of contact to meet service demands. The Operator shall adhere to the highest ethical and aviation service community standards in the conduct of its activities.

The Operator shall commit no unlawful nuisance, waste, or injury on the Leased Premises and will refrain from doing anything which may result in the creation, commission, or maintenance of such nuisance, waste, or injury to property on the Airport.

The Operator shall refrain from creating or allowing on its Leased Premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, is not a violation of this paragraph, nor shall the reasonable operation of the Operator's business constitute such violation, although some odors, gases, and vapors may result therefrom.

The Operator shall refrain from doing anything which might interfere with the effectiveness or accessibility of the Airport's public utilities systems, drainage or sewer system, storm water management system, fire protection system, sprinkler system, alarm system, or fire hydrants and hoses, if any are installed or located on or in the Operator's Leased Premises. The Operator shall refrain from doing any act or thing upon the Airport which will invalidate or conflict with any fire, property, or liability insurance policies covering the Airport.

The Operator shall remove or dispose of debris and other waste material (whether solid or liquid) arising from the Operator's activities. Any garbage, debris, or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles and equipped with tight- fitting covers of a design sufficient to contain whatever may be placed therein. The Operator shall use extreme care when removing all such waste. Any hazardous waste generation, storage, or disposal must comply with all applicable federal, state, and local regulations.

The Operator shall keep and maintain its Leased Premises and all improvements in a neat and orderly condition, and in good and substantial repair, condition, and appearance. The Operator shall keep mowed and in a sightly condition all landscaping and grass areas within its Leased Premises. The Operator shall also maintain all aprons, ramps, taxiways, roadways, and parking lots that are constructed by the Operator or reserved for their exclusive use.

The Airport reserves the right to adopt such amendments to these Minimum Standards from time to time as it determines are necessary or desirable to reflect current trends of commercial airport activity and availability

of property for lease, for the benefit of the general public or the operation of the Airport.

1.07 LEASING: GROUND SPACE, FACILITIES, AND ACCOMMODATIONS

No person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business, or aeronautical activities without first complying with these Minimum Standards and obtaining the required approval and written consent to commence those activities by entering into such agreements as may be prescribed by the Airport. Notwithstanding any other provisions of these Minimum Standards, the provisions of any existing Lease Agreement or Operating Permit in effect upon the date these Minimum Standards are adopted shall prevail over the requirements of these Minimum Standards but only for the current term of that Lease and/or Permit and only to the extent provided for in the Lease.

Except as provided for herein, each Operator shall provide and maintain an office located upon the Airport which shall be available to the public by appointment or during business hours as posted in a prominent place at the Operator's place of business. The office must include a waiting room with appropriate furnishings, separate rest rooms for men and women, and a public telephone unless adequate facilities currently exist, as determined by the Airport.

Unless otherwise provided by the Airport, all activities of the Operator shall be conducted on an area or areas of sufficient size to accommodate all services that the Operator is approved to perform, allowing for future growth and additional services as contemplated by the Airport or the Operator at the time of application, but as limited by the space available on the Airport. The Operator shall conduct its business operations strictly within the areas assigned to it by the Airport, and its operations shall not in any way interfere with the operations of other operators, agencies, or other businesses on the Airport, the use of the Airport by the general public, or with any common use areas. The Operator shall not use any common use areas except as authorized by these Minimum Standards and the Operating Permit and Lease Agreement.

1.08 BASIC LEASING PRINCIPLES

It is the policy of the Airport to develop facilities on the Airport through private investment. In general, Operators will be required to enter into ground leases with the Airport and to construct all improvements at their sole cost and expense. All structures, pavement, and other permanent improvements constructed on Leased Premises shall, at the Airport's discretion, either at the expiration or termination of the Lease, become the property of the Airport, or shall be demolished at the sole cost and expense of the tenant.

Where prospective Operators can demonstrate to the Airport that desirable services can be adequately provided either in whole or in part from existing buildings, a building and ground lease may be granted at the sole discretion of the Airport.

1.09 TERM OF LEASES

As a general policy, leases will be short term in order to retain for the Airport the greatest possible flexibility in administering Airport property over the long term. The appropriate term for lease agreements will be determined on the basis of the following considerations:

1. All ground leases will be of sufficient length in the Airport's judgment to permit any Operator making a substantial capital investment, either in existing facilities or new improvements, to amortize fully the

capital investment over the term of the lease or to obtain financing. A lease term in excess of that required to amortize tenant capital investment or to obtain financing will not be permitted.

2. All agreements for the use of the Airport's buildings and grounds that do not involve substantial capital investment on the part of the tenant in the Airport's judgment will have a maximum lease term of five years.

3. All agreements with a term in excess of one year will provide for periodic adjustment of charges and fees as defined in the lease agreement.

1.10 OPTIONS AND RIGHTS OF FIRST REFUSAL

Options to extend leases and options and rights of first refusal to lease additional premises at some future date will be at the discretion of the Airport.

1.11 EXTENSION OF LEASES

The Airport will consider extending a lease only if an Operator makes substantial leasehold improvements with the Airport's approval during the term of the lease, and then only for the minimum time necessary for the Operator to amortize its additional investment in the property. The terms, conditions, and length of all lease extensions will be at the sole judgment of the Airport. In all other cases, leases will be subject to a competitive proposal process upon expiration or termination.

In those cases where the Airport considers the extension of a lease, such extension will be conditioned upon the payment of any money owed to the Airport. Other factors considered will be:

- New leasehold improvements proposed by the tenant
- Physical condition of the facility
- History of tenant's rental payments
- History of tenant's compliance with its lease terms and conditions
- Demonstrated character and quality of service

1.12 RENTAL RATES

Building and Ground Rental

All Operators will be required to pay ground rental for the gross land area leased, including any exclusive-use aprons, automobile parking areas, etc. Ground rentals will be based on the current fair market value of the land as determined by independent appraisal.

In addition to ground rental, Operators leasing Airport-owned buildings will be required to pay building rental based on the square footage of the building area leased. These rental rates will be based on the current fair market value as determined by independent appraisal.

Ground rental rates will be reappraised and revised at least every 5 years using the current fair market value of the land, as determined by independent appraisal, as the basic criterion for such adjustment. Building rental

rates will also be reappraised and revised at least every 5 years.

In addition, the basic ground rental rate and the building rates will be adjusted annually within each five-year period on the basis of the Consumer Price Index (CPI).

In no case will the ground or building rental fall below the initial ground or building rental of a lease.

Privilege Fees

In addition to ground rentals and any building rentals, Operators providing general aviation commercial services shall pay to the Airport a sum equal to an Airport approved percentage of applicable gross receipts except for fuel sales in each fiscal year.

Fuel Flowage Fees

In addition to any other rentals or fees, Full-Service Fixed Base Operators shall pay a fuel flowage fee as established by the Airport for each gallon of aviation fuel sold. The Airport shall have the right to increase or decrease the fuel flowage fee provided such changes are uniform among all Full-Service Fixed Base Operators.

Performance Bonds

Operators may be required to secure performance bonds in an amount determined by the Airport as security for lease or privilege fee payments in accordance with the terms of their agreements.

1.13 MAINTENANCE AND OPERATIONAL OBLIGATIONS

Net Leases

All property will be leased strictly on an "as is" basis, to include all defects, latent and patent. Each Operator will be required to provide all maintenance for the gross land area leased and for any buildings on the leased land. All leased land will be on a net basis, with the Operator required to assume the responsibility for providing heat, light, and other day-to-day services, as well as all maintenance, repair, and upkeep.

If the Airport determines in its judgment that the quality of maintenance is not satisfactory, it may, at its sole option, perform necessary maintenance, and the Operator will be required to reimburse the Airport for the costs so incurred.

At the termination of the lease, the Leased Premises will be returned to the Airport in as good a condition as when leased, reasonable wear and tear excepted.

It will be the responsibility of the Operator to remove any and all environmental contamination caused by its occupancy, and to furnish the Airport with an environmental assessment of the Leased Premises prior to termination of the lease. Subsequent tenants will assume responsibility for any contamination caused by a prior tenant when such contamination is not identified prior to signing the subsequent lease.

Airfield

The Airport will maintain all public-use runways, taxiways, and ramps. The Operator will maintain exclusive-use aprons and taxi lanes.

Alterations. Repairs, and Additional Construction

Operator will not construct, install, remove, modify, or repair any building on the Leased Premises without prior written approval by the Airport of the plans and specifications for the proposed project.

1.14 EXPIRATION OR TERMINATION

All rights and privileges contained in a Lease agreement that has expired or been terminated shall be awarded based on a competitive proposal process, except as otherwise provided herein.

1.15 ASSIGNMENT OF LEASES

Operators may neither assign nor transfer their Leases with the Airport without the prior written approval of the Airport. For assignment of a lease to be considered, an Operator must first apply to the Airport in writing and subsequently must satisfy all terms and conditions of the current Lease and be current in all payments due.

Any assignment shall be made only to qualified firms or organizations that meet the minimum qualification requirements for the type of use as specified in these Minimum Standards. The Airport may, as a condition to approving the assignment, increase the rentals and fees specified in the Operator's Lease and negotiate any other terms and conditions of the Lease.

The Airport reserves the right to withhold consent to an assignment because of lack of creditworthiness of an assignee, an assignee's inability to perform the obligations of the Lease, or any other appropriate reason in the judgment of the Airport.

1.16 SUBLETTING

Operators may not sublease the Leased Premises in whole or in part without the prior written consent of the Airport. In all such cases, the terms and conditions of Operator subleases shall be in conformance with these Minimum Standards and the underlying Lease agreement between the Operator and the Airport.

Any sublease not approved by the Airport shall be null and void and shall have no force or effect in terms of any rights or obligations granted by the Airport.

If an Operator desires to sublease space to another person to provide one or more specialized aviation services, the following conditions shall apply:

- Prior to finalizing an agreement, the Operator and the proposed Sublessee must obtain conceptual approval from the Airport for the sublease and the type of business and service to be offered by the sublessee Operator.

- The sublessee Operator must meet all of the Minimum Standards established by the Airport for the category or categories of services to be furnished. The Standards may be met in combination by the Lessee Operator and the Sublessee Operator. The sublease agreement shall specifically define those services provided by the Operator to the sublessee that must be used to meet the Airport's standards.

- The Operator must have the facilities and physical space necessary to support the aeronautical services of his sublessees. Such facilities and space shall be sufficient to accommodate the Operator's aeronautical service as well as those requirements for the sublessee according to the Minimum Standards.

- The Operator must obtain written approval of the sublease agreement from the Airport before allowing sublessee to occupy or conduct any form of business from the Operator's leasehold.

- The sublessee Operator shall obtain an Operating Permit with the Airport. Such Permit shall be appropriate to the particular type of services to be provided by the sublessee Operator. The Permit shall provide for payment by the sublessee Operator to the Airport use fees pertinent to the types of services offered by sublessee.

- The sublessee Operator shall provide evidence of minimum insurance coverage as determined by the Airport for the categories of service to be offered.

- The Operator may be required to pay the Airport additional fees, which will be negotiated, based upon the extent that the Lessee Operator's premises are to be subleased and the types of services that the sublessee Operator proposes to furnish.

1.17 GENERAL CONDITIONS

All Leases will contain standard language regarding the following:

- Indemnification and insurance requirements
- Conditions for termination by the tenant
- Conditions for termination by the Airport
- Operators rights on termination
- Nondiscrimination
- Observance of Airport Rules and Regulations
- Observance of Federal, State and local statutes and ordinances
- Maintenance of necessary occupational licenses and permits
- Right of lien
- Limitation of access to the aircraft operating area

1.18 APPLICATION

A prospective Operator shall submit to the Airport in written form at the time of application the following information, and such additional information as may be requested:

- Description of services to be offered and the business plan to provide such services including aircraft ownership, if aircraft are to be used in the conduct of the business, and whether or not sub-tenants are to be used to meet these Minimum Standards.

- The amount of land required for the proposed service and any proposed construction.

- The building space and facilities required or to be constructed.
- The number and types of aircraft to utilized.
- The number of persons to be employed.
- The proposed hours of operation.
- The types and coverage limits of insurance to be maintained.
- Evidence of the Operator's past experience, financial capability, and technical ability to perform and/or develop the proposed services and facilities.
- The name(s), address(es), email address(es) and telephone number(s) of the principal(s) of the business and the proposed operating name of the business, as well as evidence of incorporation in the state of New Hampshire, as applicable.
- The tools, equipment, services, and inventory, if any, that the Operator will furnish for the proposed service.
- The proposed date for commencement of the activity and the requested length of term to conduct the same.
- The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.
- The intended location and layout plan of any proposed or future development.
- Other information the Airport deems necessary in its decision making process.

1.19 ACTION ON PROSPECTIVE OPERATOR'S APPLICATION

The Airport may deny any proposal to conduct commercial, business or aeronautical activities if, in the opinion of the Airport, it finds any one of the following:

- The Operator, for any reason, does not meet the qualifications and requirements established by these Minimum Standards, or are not prepared to meet same within a reasonable time as established by the Airport but not exceeding one year.
- The proposed operation or construction will create a safety hazard.
- Approval to conduct the proposed service will require the Airport to spend funds or to supply labor or materials in connection with the proposed operation, or the operation will result in a financial loss to the Airport.
- No appropriate, adequate, or available land or facilities exist at the Airport which would accommodate the Operator's proposed activities on the date of the application or within a reasonable

time thereafter.

- Airport development or construction required for the proposed operation does not comply or is inconsistent with the Airport Master Plan or conflicts with federal, state, or local rules and regulations.

- The development or use of the land area requested by the Operator will result in aircraft or building congestion or will unduly interfere with the operations of any present Operator on the Airport or might restrict aircraft access to any Operator's area.

- The Operator has either intentionally or unintentionally falsified the application or supporting documents or omitted relevant information.

- The Operator has failed to make full disclosure on the application or supporting documents.

- The Operator has a record of violating Airport Rules and Regulations, FAA standards or regulations, or any other rules and regulations applicable to the Airport.

- Any party applying or interested in the business has defaulted in the performance of any Lease, Operating Permit or any other agreement with the Airport.

- On the basis of current financial information, the Operator does not, in the opinion of the Airport, exhibit adequate financial capacity and responsibility to undertake the proposed services.

- The Operator cannot provide a performance bond or other adequate security in an amount required by the Airport to ensure performance of its obligations under its proposed lease or permit or ensure completion of any associated construction.

- The Operator has been convicted of any felony or a misdemeanor involving moral turpitude or has been convicted of a public entity crime.

1.20 WAIVER OF STANDARDS AND SERVICE PIONEERS

The Airport may, at its sole discretion, waive all or any portion of these Minimum Standards for the benefit of any governmental agency or public utility performing nonprofit public services to the aviation industry if those services are performed for:

- The general public in time of emergency

- Public services to the aviation industry, or performing nonprofit emergency medical or rescue services to the public by means of aircraft.

- Fire prevention or firefighting operations

The Airport may further temporarily waive or reduce any of these Minimum Standards for nongovernmental operators where the Airport, at its sole discretion, deems such waiver or reduction to be in the best interest or welfare of the Airport's operation and is not likely to conflict with future operators providing like services.

Requests to modify or waive any provision of these Minimum Standards must be submitted in writing to the Airport Director. The Director will make the final determination as to whether or not the request will be granted.

Waivers will not be entertained in the event the applicant is in default of any provision of a lease or of the Minimum Standards for an existing operation.

Through-the-Fence Operations: The Airport may authorize through-the-fence operations to the extent permitted by FAA Advisory Circular 150/5190-7, Minimum Standards for Commercial Aeronautical Activities, as amended, or any other regulation subsequently imposed by the FAA or other governmental entity succeeding to its jurisdiction, functions or responsibilities**.** These operations must be approved by the FAA and receive proper permitting by the Airport. The Airport will make the final determination as to the whether or not the proposed operation meets the minimum standards as is compatible with the Airport's Master Plan/ALP.

MINIMUM STANDARDS AND REQUIREMENTS
FOR FULL-SERVICE FIXED BASE OPERATORS (FBO)

2.01 MINIMUM SERVICE STANDARDS-REQUIRED SERVICES

A Full-Service Fixed Base Operator shall be subject to the following required services (services to be maintained 24 hours per day, 7 days a week):

Aircraft Guidance, Parking, and Tiedown

- Aircraft arrival and departure guidance on the ramp as necessary.
- Aircraft parking and Tiedown facilities and equipment, including ropes, and/or other types of restraining devices and wheel chocks, for transient aircraft.

Aircraft Fueling

- Provide for the sale and into-plane dispensing of at least two grades of fuel, matched as closely as possible to public demand, together with a reasonable selection of lubricants of sufficient ratings, grades, quality, and quantity.
- Provide at least two metered and filter-equipped fueling trucks for dispensing jet fuel of which at least one has a capacity of not less than 5,000 gallons, and which meets all applicable safety requirements.
- Provide at least two metered and filter-equipped fueling trucks for dispensing aviation gasoline of which at least one has a minimum capacity of 2,000 gallons, and which meets all applicable safety requirements.
- Maintain fuel dispensing reports on file for at least 12 months, and have such reports available for auditing at any time by the Airport Director or designee.

Line Service

- Courtesy transportation for transient passengers and pilots to general aviation facilities, the air carrier terminal, and other local destinations.
- Proper equipment and supply of parts for repairing and inflating aircraft tires, servicing braking systems, changing oil, deicing aircraft, recharging oxygen systems, recharging batteries and starters and cleaning aircraft windows and interiors of general aviation aircraft.
- Adequate ground support equipment for normal turnaround of aircraft, including ground power units and fire extinguishers.
- Adequate towing equipment to move aircraft up to 30,000 pounds gross weight safely and efficiently.

Aircraft Hangar Storage

- A Full-Service Fixed Base Operator shall provide hangar storage to meet public demand for transient,

temporary, and long-term aircraft storage.

Flight Planning and Flight Service Facilities

- A fully equipped flight planning facility; navigational charts and other necessary flight planning equipment.

- An aviation sales counter to offer for sale a reasonable variety of pilot supplies, navigation and flight planning equipment, survival equipment, and general aircraft and equipment manuals.

Pilot and Passenger Facilities

- Conveniently located, heated, and air conditioned lounges and restrooms for passengers and crews.

- Passenger lounges with facilities for checking in general aviation passengers and baggage; well appointed waiting areas with public telephones, light refreshments (may be provided by vending machines), current periodicals, and internet access.

Removal of Disabled Aircraft

- A Full-Service Fixed Base Operator shall provide 24 hours, 7 days per week equipment and personnel sufficient to remove a disabled aircraft of up to 12,500 pounds gross takeoff weight.

2.02 MINIMUM SERVICE STANDARDS - PERMITTED SERVICES

A Full-Service Fixed Base Operator (FBO) providing any of the permitted services listed in Section 3.02 herein shall be subject to the minimum standards and requirements for Specialized Aviation Service Operators (SASO) as set forth in this document.

2.03 MINIMUM MANAGEMENT AND STAFFING REQUIREMENTS

The activities of a Full-Service Fixed Base Operator shall be supervised by an on-site manager who at all times shall be responsible for conducting professional services required and permitted in this document and in the Full-Service Fixed Base Operator's Lease and Operating Permit agreements.

All staff shall be fully trained and appropriately qualified to perform the duties for which they are employed.

All employees shall wear uniforms and protective clothing and equipment as appropriate or necessary.

2.04 MINIMUM LAND AND IMPROVEMENT REQUIREMENTS

A Full-service Fixed Base Operator shall be required to:

- Lease a minimum ground area of 5 acres.

- Construct improvements for a minimum investment of $1 million, to include at a minimum, the following facilities:

1. One aircraft storage and maintenance hangar of not less than 20,000 square feet.

2. An office or administration building of not less than 4,000 square feet adequate to accommodate an office, pilot lounge, telephone, and restroom facilities.

3. Paved apron area of not less than 25,000 square feet with access to aircraft hangars.

4. Permanent fuel storage for a minimum of 20,000 gallons for jet fuel and 10,000 gallons for aviation gasoline.

5. Paved off-street parking outside the aircraft operating area, but within the Leased Premises, for the minimum number of paved parking spaces required by the Airport, City of Manchester or the Town of Londonderry, whichever one is applicable.

Where existing facilities are to be leased, the foregoing criteria will be used as a general measure of the adequacy of such existing facilities:

- All improvements shall be constructed or leased in areas designated for general aviation use in the currently approved Airport Master Plan/ALP as updated from time to time. Any improvements shall be in conformance with local laws, ordinances, and regulations and such future property development standards as may be adopted by the Airport.

2.05 RATES AND CHARGES FOR SERVICES

Rates and charges for aircraft parking, tiedown, and hangar storage shall be determined by the Full-Service Fixed Base Operator and shall be reasonable and applied equally and fairly to all users of such services. All rates and charges, including any changes thereto, must be filed with the Airport Director.

2.06 PROHIBITED SERVICES

A Full-Service Fixed Base Operator shall be expressly prohibited from providing the following services:

- Terminal facilities for passenger operations, other than those operations covered by FAR Part 135 and performed by the full-service fixed base operator.

- Full-service restaurant, coffee shop, lounge, or cafeteria

- The sale or dispensing of alcoholic beverages

- Banner towing and aerial advertising

- Sale of non aviation-related products

- Crop spraying and agricultural aviation services

- Any service prohibited by law or not related to aviation or any service deemed to be incompatible with commercial aviation operations

MINIMUM STANDARDS AND REQUIREMENTS FOR SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

3.01 LIMITATIONS ON SPECIALIZED AVIATION SERVICE OPERATORS

The Airport may enter into a separate Lease Agreement with a Specialized Aviation Service Operator or a Specialized Aviation Service Operator may enter into a sublease with a Full-Service Fixed Base Operator. In either case, the Specialized Aviation Service Operator must obtain an Operating Permit with the Airport in order to provide specialized aviation services, and such services will be permitted only in areas designated for such uses on the currently approved Airport Master Plan as updated from time to time. Such specialized aviation services shall specifically exclude:

- The sale of aviation fuel and oil
- Aircraft deicing services
- Servicing or maintaining any aircraft not owned or leased by a Specialized Aviation Service Operator as incidental to its license or privilege.

3.02 MINIMUM SERVICE STANDARDS-PERMITTED SERVICES

Except as provided in this subsection, Specialized Aviation Service Operators offering the permitted services listed herein shall be subject to the minimum standards individually specified in the SASO Operator's agreement with the Airport. In the case of the following activities, the following minimum standards shall apply:

Nonscheduled and Charter Aircraft Services

A Specialized Aviation Service Operator offering nonscheduled and/or air charter services shall provide the following services and equipment:

- An aircraft charter or air taxi operation certificated under FAR Part 135.
- Not less than one single-engine aircraft available for charter or air taxi purposes. All such aircraft shall be equipped for flight under instrument flight rules (IFR) conditions and shall meet the requirements of FAR Part 135.
- A sufficient number of appropriately qualified and FAA licensed pilots to provide the services required.
- Adequate services and equipment for providing passenger check-in, baggage handling, ticketing, and suitable courtesy ground transportation.

Aircraft Engine and Airframe Overhaul and Repair

A Specialized Aviation Service Operator offering aircraft engine and airframe overhaul and repair shall provide the following services and equipment (at least eight hours per day, five days per week), with on call service available on at least one additional day per week:

- Sufficient equipment, supplies, and spare parts as required for certification as an FAA approved repair station, in accordance with FAR Part 43 and FAR Part 145.

- Trained personnel in sufficient numbers to meet demand for the services offered, but never less than one person currently certificated by the FAA as both an airframe and powerplant mechanic and aircraft inspector, and one other person not necessarily rated.

- A minimum of 3,000 square feet of maintenance shop area.

Avionics and Instrument Repair

A Specialized Aviation Service Operator offering avionics and instrument repair shall provide the following services and equipment:

- Sufficient equipment and supplies including sufficient available parts as required for certification as an FAA approved repair station.

- Trained personnel to meet the minimum standards set forth herein for this type of specialty operation, but never less than one person appropriate to the work performed.

- At least one employee in the office at all times during the required operating hours.

Flight Instruction and Aircraft Rental

A Specialized Aviation Service Operator offering flight instruction and/or aircraft rental shall provide the following services and equipment:

- A flight training school authorized to provide VFR and IFR flight instruction in accordance with FAR Part 61 or 141.

- At least one certificated and currently airworthy aircraft available for flight training or lease. Such aircraft can be owned or leased.

- Appropriately rated flight and ground instructors

Manufacture of General Aviation Aircraft Components and Accessories

A Specialized Aviation Service Operator may manufacture components and accessories for general aviation aircraft in support of its commercial aviation activity authorized in its Operating Permit and Lease agreement.

3.03 MINIMUM LAND AND IMPROVEMENT REQUIREMENTS

A Specialized Aviation Service Operator offering any permitted service shall be required to:

- Lease a minimum ground area of 0.5 acres.
- Construct or lease from the Airport a building of not less than 1,500 square feet and provide such building with suitable heating, lighting, air conditioning, accommodations for an office and customer lounge and restrooms.
- Provide a paved aircraft parking ramp of sufficient size for the activities contemplated with paved access to the airport taxiway system and suitable Tiedown equipment for all owned or leased aircraft.
- Provide paved off-street parking outside the aircraft operating area, but within the Leased Premises, for the minimum number of paved parking spaces required by the Airport, City of Manchester or the Town of Londonderry, whichever one is applicable.

3.04 MULTIPLE PERMITTED SERVICES

A Specialized Aviation Service Operator shall be permitted to provide two or more of the permitted services listed in Section 3.02 herein only where it can be demonstrated to the satisfaction of the Airport that the services are in the public interest.

The minimum standards for a SASO to provide multiple permitted services shall be the same as those established for the individual services outlined herein. Where the individual minimum standards are repetitious, the provisions will not necessarily be cumulative. In such cases, applicable minimum standards will be determined and agreed upon between the Specialized Aviation Service Operator and the Airport in their agreement.

3.06 SUB-OPERATORS

A Sub-Operator shall conduct its business on the Airport in compliance with the same minimum standards and the same terms and conditions as the Full-Service Fixed Base Operator from which the Sub-Operator subleases. A copy of all subleases shall be provided to the Airport Director for approval.

AIRCRAFT SALES

4.01 GENERAL

Any entity wishing to sell new or used aircraft shall be required either to (1) enter into a Full-Service Fixed Base Operator agreement and meet the requirements of this class of Operator or (2) enter into a subcontractor arrangement with an entity that has a valid Full-Service Fixed Base Operator agreement with the Airport.

4.02 MINIMUM SERVICE STANDARDS

If aircraft sales services are offered by an entity, that entity shall meet the following requirements and provide the following services:

- Obtain a sales franchise or dealership agreement with an accredited aircraft manufacturer, if the sale of new aircraft is proposed.
- Employ as many qualified pilots (current and rated), as needed to demonstrate all of the models being offered for sale.
- Provide an adequate inventory of spare parts for the aircraft for sale.
- Establish an inventory of all new and used aircraft for sale and provide a quarterly inventory report to the Airport Director stating all aircraft transactions.

RULES AND REGULATIONS

FOR

MANCHESTER-BOSTON REGIONAL AIRPORT

SEPTEMBER 2017

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SECTION 1 – INTRODUCTION

1.1 PURPOSE

The purpose of this document is to define Rules and Regulations applicable to the operation and use of Manchester-Boston Regional Airport (referred to herein as the Airport). The objectives of the Rules and Regulations are to ensure safe and efficient operations at the Airport and to protect the rights and privileges of Airport tenants, users, visitors and the general public.

To meet these objectives, this document defines general Rules and Regulations applicable to all Airport tenants, users and visitors (Section 3); and details specific Rules and Regulations for fire and safety (Section 4); fuel storage and handling (Section 5); Aircraft operations (Section 6); Motor Vehicle use (Section 7); and emergency procedures (Section 8).

These Rules and Regulations have been adopted in accordance with Federal Aviation Regulation, Part 139 and Transportation Security Administration, Part 1542.

1.2 SCOPE

All users and other Persons on the Airport shall be subject to these Rules and Regulations. Compliance with the Rules and Regulations is a condition of a tenants' right to exercise privileges granted and of other Persons' rights to remain on Airport property.

These Rules and Regulations are not intended to amend, modify or supersede any provision of Federal, State or local law, or any specific contractual agreement of the Airport with which they may conflict, provided that they are interpreted, insofar as possible, so that no conflict shall exist.

1.3 APPLICABILITY

These Rules and Regulations are applicable as of September 1, 2017.

SECTION 2 – DEFINITIONS

2.1 ACCIDENT

A collision between an Aircraft or vehicle and another Aircraft or vehicle, Person, or object, or a crash which results in property damage, personal injury or death. The term Accident shall include entry into or emergence from a moving vehicle by a Person which results in personal injury, death or property damage.

2.2 AIRCRAFT

Any contrivance now known, or hereafter designed, invented or used for flight in the air (including unmanned aircraft systems), except a parachute or other contrivance used primarily as safety equipment.

2.3 AIR OPERATIONS AREA

Any area of the Airport used or intended to be used for landing, takeoff or the surface maneuvering of Aircraft, including, but not limited to the area within the perimeter security fence.

2.4 AIRPORT

All property and improvements that lie within the boundary lines of Manchester-Boston Regional Airport.

2.5 AIRPORT EMPLOYEE

Authorized Airport personnel of all organization(s), firm(s), corporation(s), and governmental agencies located on or connected with the operation, maintenance, and servicing of the Airport either as a direct employee of the Airport or as a contract employee.

2.6 APRON OR RAMP

The area of the Airport within the Air Operations Area designated for the loading, unloading, servicing or parking of Aircraft.

2.7 AUTHORIZED

Acting under, or pursuant to a written contract, permit, authorization or other evidence of right issued by the Airport Director or designee.

2.8 AIRPORT AUTHORITY

The Advisory Board nominated by the City of Manchester Mayor and confirmed by the Board of Mayor and Aldermen pursuant to Rules and Regulations for the operation and maintenance of the Airport.

2.9 AIRPORT DIRECTOR

The Person appointed by the Mayor and confirmed by the Board of Mayor and Aldermen to serve as the Airport Director. Airport Director applies to Authorized or designated representatives responsible for implementation and enforcement of the Airport's Rules and Regulations.

2.10 BASED AIRCRAFT

An aircraft that is operational and air worthy which is based at the Airport for a majority of the year.

2.11 BOARD OF MAYOR AND ALDERMEN

The duly elected body of the City of Manchester which is the governing body of the City of Manchester.

2.12 COMMERCIAL ACTIVITY

The sale, offering for sale, or purchase for resale, or the furnishing of any commodity, article, facility or service for the purpose of securing earnings, income, compensation or profit, whether or not such objectives are accomplished.

2.13 CONTROL TOWER

The Federal Aviation Administration (FAA) Air Traffic Control Tower located on the Airport.

2.14 FIXED BASE OPERATOR

A Person, firm or organization engaged in business and required to provide a range of essential basic services and meet the minimum requirements of the current Minimum Standards as adopted by the Airport, including at least, sale and into-plane dispensing of fuel and line services, Aircraft parking and tie down, pilot and passenger facilities and airframe and power plant maintenance.

2.15 FLAMMABLE LIQUID

Any liquid that emits flammable vapors, as set forth in the National Fire Protection Association (NFPA) standards including, but not limited to, combustible liquids currently used as Aircraft or vehicle fuel.

2.16 MOTOR VEHICLE

A self-propelled wheeled or tracked vehicle not designed for flight.

2.17 MOVEMENT AREA

The Runways, Taxiways and other areas of the Airport which are used for taxiing, hover taxiing, air taxiing, takeoff and landing of Aircraft, exclusive of loading Ramps and parking areas. Operations in the movement area require authorization from the FAA Air Traffic Control Tower.

2.18 NON-MOVEMENT AREA

Ramps, parking Aprons, service roads and other portions of the Air Operations Area (AOA) not designated as Movement Area, and meant for the parking or servicing of Aircraft or maneuvering of vehicles or ground equipment in support of Airport or Aircraft operations. Operators are required to observe right of way rules.

2.19 OPERATOR

Any Person or entity who is in actual physical control of an Aircraft or Motor Vehicle. Operator may also refer to the proprietor of an Airport related business.

2.20 OWNER

A Person who holds the legal title of an Aircraft or a Motor Vehicle. If the Aircraft or Motor Vehicle is the subject of a conditional sale or lease with the right of purchase upon performance of conditions stated in the agreement, or if the mortgagor of an Aircraft or a Motor Vehicle is entitled to possession, then the conditional buyer, lessee or mortgagor shall be deemed the Owner for the purpose of these Rules and Regulations.

2.21 PERSON

Any individual, firm, partnership, corporation, company, limited liability company, association, joint stock association, or body politic, including any trustee, receiver, committee, assignee or other representative or employee thereof.

2.22 PUBLIC AREAS

Those areas normally used by the general public including the various concessions, restrooms, terminal lobby, areas used for public thoroughfares, areas used for gathering waiting and viewing, streets, roads and sidewalks, and all other areas except tenant facilities. All other areas are to be considered operational or restricted areas and access is permitted only upon the expressed consent of the Airport Director.

2.23 RESTRICTED AREAS

Areas of the Airport posted to prohibit entry or to limit entry or access to or by the general public which include all those areas other than public areas.

2.24 RUNWAYS

Those parts of the Air Operations Area used for the takeoff and landing of Aircraft.

2.25 TAXIWAYS

Those parts of the Air Operations Area utilized for the surface maneuvering of Aircraft, which are used in common, are not located within leasehold areas and which are under the control of the FAA Air Traffic Control Tower.

SECTION 3 – GENERAL RULES AND REGULATIONS

3.1 COMPLIANCE WITH RULES AND REGULATIONS

A. Any permission granted to any Person or Persons by the Airport, directly or indirectly, expressly or by implication, to enter or use the Airport or any part thereof, is conditioned upon compliance with these Rules and Regulations and the payment of any fees and charges established by the Airport and payable to the Airport for the use of the Airport or any facility located thereon.

B. It shall be a violation of these Rules and Regulations for any Person to do or commit any act forbidden by these Rules and Regulations, or to fail to perform any act required by these Rules and Regulations, or to fail to pay any fees established by and payable pursuant to Section 3.1, paragraph "A" above.

C. It shall be a violation of these Rules and Regulations for any Person to violate any applicable Federal, State or local laws or regulations while on the Airport.

D. The Airport reserves the right to amend, revise or cancel any or all of these Rules and Regulations from time to time as deemed necessary.

3.2 POWERS OF THE AIRPORT DIRECTOR

The Airport Director or the Director's designated representative has the authority to take such action as may be necessary to safeguard the public at the Airport, as well as all facilities under his/her control. All Persons employed on or using the Airport shall cooperate with the Airport Director and appointed staff to enforce these Rules and Regulations. For good cause shown, the Airport Director shall have the authority to waive any specific provision of these Rules and Regulations and no such waiver will constitute precedent.

3.3 ENFORCEMENT OF RULES AND REGULATIONS

A. The Rules and Regulations herein prescribed shall be enforced by the Airport Director or his duly Authorized representative.

B. The Airport Director or any authorized representative may issue warning notices and citations for violations of these Rules and Regulations as warranted. Violations and penalties may include the suspension or revocation of operating privileges and monetary fines of up to $1,000.00.

C. Any Person or Persons committing disorderly conduct on the Airport, as defined by NH RSA 644:2 shall be subject to arrest by Airport law enforcement.

D. The Airport Director may remove or eject from the Airport premises any Person who knowingly and willfully violates these Rules and Regulations or other instruction issued by the Airport Director. The Airport Director may deny the use of the Airport to any such Person, for such period as deemed necessary, if he determines that any such denial is necessary under the circumstances, and may take such other measures as may be permitted by law to enforce the Airport's Rules and Regulations.

E. Violation of these Rules and Regulations may result in the suspension or revocation of the right to operate on the Airport.

F. If any Person fails to follow any of these Rules and Regulations, the Airport Director may enter any part of the Airport and remedy the violation. The Person violating such rule or regulation must pay all costs of such remedy including an administrative fee. Such action by the Airport Director shall not constitute a breach of any contract or agreement between the Airport and the Person violating such rule or regulation.

3.4 INDEMNIFICATION

Airport tenants, users, visitors and the general public shall indemnify and hold harmless the City of Manchester, Town of Londonderry and the Manchester-Boston Regional Airport, its directors, officers, agents and employees, from and against any

and all claims for damages or injuries, including death, to Persons or property arising out of or incident to the use and occupancy of the Airport property, by Airport tenants, users, visitors and the general public. Airport tenants, users, visitors and the general public shall give to the Airport Director prompt written notice of any such claim or action and the Airport Director or his designee shall have the right to investigate, compromise and defend the same. This section shall not apply however, to the negligent or willful acts or omissions of the parties indemnified hereunder or any of them.

3.5 BUSINESS OR COMMERCIAL ACTIVITY

A. No Person shall use the Airport, or any part of the Airport property, or structures thereon for the purpose of conducting any Commercial Activity, except where expressly approved by the Airport, under the terms of a written agreement, lease, sublease, contract, permit or other instrument executed with the Airport. All Persons party to a written agreement, lease, sublease, contract, permit or other instrument with the Airport shall obey all terms of any such contract.

B. No Person shall conduct any aviation commercial enterprise on the Airport without a valid state commercial operation registration issued by the NH Department of Transportation, Bureau of Aeronautics.

C. No Person conducting Commercial Activity on the Airport shall discriminate against any Person or Persons in any manner prohibited by Part 21 of Federal Aviation Regulations, or any other applicable Federal, State or local law or regulation.

D. All Commercial Aeronautical Activity shall be conducted in accordance with the Airport's current Minimum Standards for Commercial Aeronautical Activity, which are subject to change from time to time.

3.6 INSURANCE CERTIFICATES

A. A valid certificate of insurance in such amounts as the Airport shall require, or copies of it, shall be deposited at the office of the Airport Director by all tenants holding a valid written agreement, lease, sublease, contract or permit executed with the Airport.

B. A valid certificate of insurance shall also be deposited at the office of the Airport Director by any contractor, subcontractor or construction company functioning on or Airport property. Liability amounts are to be determined by the Airport Director.

C. All policies shall name the City of Manchester, Manchester-Boston Regional Airport and Town of Londonderry as additional named insured.

3.7 SELLING, SOLICITING AND ENTERTAINING

No Persons, except those Authorized by written lease or contract with the Airport or by written permission of the Airport Director and at such a specific location designated by the Airport Director for such purpose, shall engage in the following activities in or on any area, building, platform, stairway, waiting room, roadway, parking lot or other appurtenance of the Airport:

1. Solicit alms or funds for any purpose whatsoever, including, but not limited to, religious groups of any form or denomination, political parties or individuals running for political office, soliciting for any particular cause.

2. Sell, or offer for sale, any article or merchandise or other item whatsoever.

3. Solicit any business or trade, including the carrying of baggage for hire.

4. Provide entertainment by organizing any form of show, or by singing, dancing, mime or playing any musical instrument.

3.8 PICKETING AND PUBLIC DEMONSTRATIONS

In order to regulate what would be unwanted interference with the free flow of passengers, in a reasonable manner, so as to allow for the distribution of materials to those who would have interest or the time to stop, the Airport hereby sets the following parameters upon this distribution:

A. It shall be unlawful, in all circumstances and at all times, to picket, march or demonstrate within any building or structure located on the Airport without the prior approval of the Airport Director.

B. Labor dispute picketing, marching or other demonstrations on Airport property, passing out of literature, pamphlets or other printed material, and the public communication of any verbal messages or views shall be confined to the locations specifically designated by the Airport Director for these purposes.

C. Any Person (or Persons) wishing to picket, demonstrate, distribute printed or written material, or otherwise communicate views to the public at the Airport shall provide written notice of the intent to do so to the Airport Director not less than ten (10) business days prior to engaging in such activity. The written notice shall include:

   1. The name, address and telephone number of the Person(s) sponsoring, promoting or otherwise organizing the activity.

2. A copy of the literature to be displayed, distributed or communicated and the text of any signs or visual displays.

3. A description of the proposed activity.

4. The number of Persons expected to participate and the date, hour, location and anticipated duration of the proposed activity.

D. The Airport Director shall have the power to wholly or partially restrict the activities provided for herein in the event of emergencies, including but not limited to, strikes affecting the operation of the Airport, Aircraft or traffic accidents, riots or civil commotion, power failures, weather catastrophes or other conditions disrupting normal Airport operations and the normal flow of traffic, both pedestrian and vehicular, on or within Airport grounds, buildings, roadways and parking lots.

3.9 SIGNS AND ADVERTISEMENTS

No Person shall post, distribute or display signs, advertisements, circulars or printed or written material at the Airport, except as Authorized by the Airport Director. Proposals for signs, advertisements, circulars or printed or written material should describe the organization making the proposal, the reason for the proposal and any other pertinent information and be submitted to the Airport Director with an accompanying sketch depicting the general appearance and location of the desired sign and the name and telephone number of an individual who may be contacted to discuss the proposal. A copy of any printed material must accompany the proposal.

3.10 COMMERCIAL PHOTOGRAPHY

No Person shall take still, motion or sound pictures on the Airport for commercial purposes without the permission of the Airport Director. If permission is granted, such Person must observe the terms and conditions that have been agreed upon by the Airport Director.

3.11 USE OF THE AIRPORT

No Person who has been at any time denied the use of the Airport by the Airport Director for violation of these Rules and Regulations shall subsequently come upon or use the Airport without the approval of the Airport Director except while traveling through the Airport or its facilities as a passenger of an Aircraft, bus or taxicab operating a legitimate service.

3.12 OBSTRUCTION OF AIRPORT USE AND OPERATIONS

No Person shall obstruct, impair or interfere with the safe, orderly and efficient use of the Airport by any other Person, vehicle or Aircraft.

3.13 USE OF ROADS AND WALKS

A. No Person shall travel or walk on the Airport other than on the roads, walkways or other places provided for the particular class of traffic.

B. No Person shall walk or drive across movement, maneuvering or the landing areas of the Airport without specific permission from the Airport Director and the FAA Air Traffic Control Tower.

3.14 RESTRICTED AREAS

A. No Person shall enter the Air Operations Area or any restricted area of the Airport except:

1. Persons assigned duty therein, bearing proper Airport issued identification.

2. Persons Authorized by the Airport Director and having proper Airport issued identification or under approved escort.

3. Persons engaged, or having been engaged, in the operation of an Aircraft as long as they comply with 3:14 (A) (1) and or (2) above, or are under the control or escort of an Authorized Fixed Base Operator.

4. Passengers under appropriate supervision entering the Air Operations Area for the purpose of enplaning or deplaning.

5. Persons under contractual agreement with the Airport.

6. Employees or Authorized representatives of Federal, State or local governmental agencies or departments having proper business on the Air Operations Area and properly display Airport approved credentials.

B. The security of all vehicle and pedestrian gates, doors (including designated fire exits), fences, walls and barricades which lead from a tenant, lessee or contractor exclusive-use area to or from the Air Operations Area, or any other restricted area, shall be the responsibility of the user, tenant, lessee or contractor abutting the Air Operations Area as assigned by the latest Airport Security Agreement and the Airport Security Plan adopted pursuant to 49 CFR 1542.

3.15 IDENTIFICATION BADGES

A. The Airport security ID badge is the sole property of the Airport and is non-transferable. A badge holder must surrender their badge upon demand by Airport Operations, Security or Police. The badge holder is responsible for returning his/her security badge to the Airport Security Office or Communications Center upon demand and/or termination of employment, lease, or tie down agreement; or if found guilty, or found not-guilty by reason of insanity, of any disqualifying crimes under 49 CFR 1542.209; or upon demand by the Airport for a violation of TSA, FAA or Airport Rules and Regulations.

B. The Airport may issue, decline to issue, suspend or revoke a security ID badge or restrict access privileges in the reasonable exercise of its discretion. The issuing authority will make every effort to balance the rights of the individual with the overall safety and security considerations of the Airport.

C. The badge holder is responsible for notifying the Airport Security Coordinator or designee within 24 hours upon his/her arrest, issuance of a criminal arrest warrant or criminal indictment for a disqualifying crime under 49 CFR 1542.209.

D. All employees shall possess, wear, and display their Airport issued security identification badge during hours of employment. Identification badges shall be worn conspicuously on the outer garment of the bearer at all times. Identification badges must be worn above the waist and must have the photo side facing outward so as to be easily seen.

E. Airport security identification badges shall be for work related access to secure areas of the Airport and/or airline facilities.

F. In the event an identification badge issued by the Airport is damaged, lost or stolen, the Person to whom such badge was issued shall give official notice of such occurrence to the Airport Security Office or the Airport Communications Center within the time prescribed by and the method dictated by the Airport Security Plan.

G. All Persons shall pay the Airport the established fee for the issuance of original or duplicate identification badges. Identification badges of employees who have been transferred, terminated or have resigned shall be immediately returned to the Airport.

H. No Persons to whom an approved identification badge has been issued by the Airport shall transfer such badge to any other Person.

I. Badge fees and procedures shall be set by the Airport Director or his duly Authorized representative in a separate security document which may be amended from time to time.

J. Security ID/Airport access badges shall only be issued to those general aviation pilots who have Aircraft based on the airfield in a licensed tie down or hangar, who has ownership interest in an Aircraft or those who are designated by the Owner/licensee. Any licensee so designating any individuals must sign an affidavit attesting to the fact that the individual(s) so designated are not renters of the Aircraft, and do not pay any fees whatsoever or pass any money on a per use basis. If the relationship is on a per use basis, the designated user is then considered a renter and the licensee must register with the State of New Hampshire Bureau of Aeronautics as a commercial Operator and must present that certificate to the Airport. As such, the licensee falls under the Minimum Standards for Commercial Operators adopted September 1, 2017.

K. There will be no issuance of access badges to an Aircraft renter or flight instructor. If a renter is renting from a licensed commercial Operator, the renter is to be escorted by the commercial Operator. If the instructor is not an employee of any licensed flight school at the Airport, then the instructor must obtain a commercial Operator's certificate and a commercial license from the Airport to operate at the Airport. If the instructor is an employee of an Airport licensed flight school, then they may obtain a security badge through regular procedures that are applicable herein. Instructors acting as commercial Operators fall under the terms and conditions of the Minimum Standards licensing procedures.

3.16 SECURITY DEVICES

No Persons shall in any way tamper or interfere with a lock, closing mechanism, alarm equipment or security camera (CCTV) related to any door or gate at the Airport.

3.17 SECURITY DIRECTIVES

No Person shall breach or disobey any security directive or procedure of the Airport Director concerning the Airport.

3.18 RESPONSIBILITY FOR DAMAGES

Any Person causing damage to, or destroying, public property of any kind at the Airport, including buildings, fixtures or appurtenances, whether through violation of these Rules and Regulations, or through any act of omission or commission, shall be fully liable to the Airport. Any such damage shall be reported immediately to the Airport Director.

3.19 ACCIDENT REPORTS

Any Person involved in an Accident, whether personal, Aircraft or automotive, occurring on Airport property, shall make a full report to the Airport Director as soon as possible. The report shall include, but not be limited to, the names and addresses of all principals and witnesses, if known, and a statement of facts.

3.20 LOST ARTICLES

A. Any Person finding misplaced or lost property on the Airport shall contact the Airport Communications Center for resolution. If an item is deemed suspicious, it shall be left in place and the Airport Communications Center should be notified as soon as possible.

B. All non-contraband, abandoned or lost property that remains unclaimed for a period of one hundred eighty (180) days shall be disposed of in a manner prescribed by the Airport Director.

3.21 ANIMALS

A. No Person shall enter the Air Operations Area or the terminal building with any domestic animal except:

1. A service or therapy animal that may be admitted for appropriate purposes when properly restrained by a leash or harness.

2. Authorized police or security dogs under the control of a bona fide law enforcement or Airport canine handler when properly restrained by a leash.

3. Domestic animals that are to be transported by air and properly confined for air travel.

B. Domestic animals shall be permitted in areas other than the Air Operations Area or the terminal building of the Airport if restrained by a leash or confined in such a manner as to be under control.

C. No wild animal being transported or escorted shall be permitted on the Airport unless properly confined for air travel and their presence at the Airport is air travel related.

D. No Person shall permit, either willfully or through failure to exercise due care or control, any animal to foul any sidewalks, building, floor or land used in common by the public.

3.22 PRESERVATION OF PROPERTY

A. No Person shall destroy, injure, deface or disturb in any way, any building, sign equipment, marker, structure, landscaping or other property on the Airport.

B. No Person shall abandon any personal or commercial property on the Airport.

C. No Person shall interfere or tamper with Airport property or Aircraft.

3.23 STRUCTURAL CHANGES

A. No tenants, lessees, sub-lessees or grantees shall be permitted to make structural changes or additions of any type without prior written approval of the Airport Director.

B. All tenants, lessees, sub-lessees or grantees on the Airport are required to conform to local codes and ordinances regarding building permits, licenses and regulatory fees.

3.24 REFUSE AND RECYCLING CONTAINERS

Areas to be used for refuse and recycling containers shall be designated by the Airport Director. No other areas shall be used for this purpose. Only refuse containers shall be used by tenants for the collection of waste, trash and garbage. The placement of waste, trash, garbage or recycling materials outside approved containers is strictly prohibited.

3.25 STORAGE OF EQUIPMENT

Unless otherwise provided for by a lease or other contractual agreement, no Person shall use any area of the Airport, including buildings, either privately owned or publicly owned, for the storage of cargo or any other property or equipment without permission of the Airport Director. If, notwithstanding the above prohibition, a Person, firm or corporation uses such areas for storage of anything not relevant to its intended purpose, without first obtaining such permission, the Airport Director shall have authority to order any property removed, or to cause the same to be removed and stored at the expense of the Owner or consignee without responsibility or liability thereof.

3.26 DISORDERLY CONDUCT

A. No Person shall commit any disorderly, obscene or indecent act, or commit any nuisance within the Airport premises. No Person shall disrupt Airport business which includes the movement of passengers and activities of Airport workers.

B. No Person shall throw, shoot, propel or fly any object in such a manner as to interfere with or endanger the safe operation of Aircraft taking off from, landing at or operating on the Airport or any vehicle operating on the Airport grounds.

C. No Person shall use profane or abusive language within any building, room or area of the Airport designated for use by the public.

D. No Person shall knowingly or willfully make any false statement or report to the Airport Director or his Authorized representatives.

3.27 ALCOHOLIC BEVERAGES AND CONTROLLED SUBSTANCES

A. No Person shall drink any alcoholic beverages on any part of the Airport except in places properly designated and licensed for such dispensing.

B. No Person under the influence of alcoholic beverages or drugs shall operate any Motor Vehicle or Aircraft on the Airport.

C. No Person, other than a duly qualified physician, certified emergency medical technician, registered nurse, duly qualified pharmacist or other Person Authorized by the Airport Director shall, while on the Airport, prescribe, dispense, sell, give away, offer to sell or administer any drugs or controlled substances to another Person, or have such a drug in his/her possession, with intent to prescribe, dispense, sell, give away and/or administer to another Person.

D. No Person, other than under competent medical supervision as above, shall consume any controlled substances on any part of the Airport.

3.28 SANITATION

A. No Person shall dump or dispose of any fill, building material or any other material on the Airport, or in any tributary, retention pond or drainage ditch or structure serving the Airport, except with prior approval of the Airport Director and in such areas and under such conditions as are specifically designated.

B. No Person shall use a comfort station or restroom, toilet or lavatory facility other than in a clean and sanitary manner.

C. No Person shall dispose of garbage, papers, refuse or other forms of trash, including smoking material or matches, except in receptacles provided for such purpose.

3.29 FORGED AND COUNTERFEIT DOCUMENTS

No Person shall make, possess, use, offer for sale, sell, barter, exchange, pass or deliver any forged, counterfeit or falsely altered pass, permit, identification badge, certificate, placard, sign, authorization or other document purporting to be issued by or on behalf of the Airport or Airport Director.

SECTION 4 – FIRE AND SAFETY REGULATIONS

4.1 GENERAL

A. All Persons using the Airport or the facilities of the Airport shall exercise the utmost care to guard against fire and injury to Persons or property.

B. All applicable codes, standards and recommended practices of the National Fire Protection Association shall be observed by all Persons on the Airport and are hereby adopted by reference as part of the Airport Rules and Regulations. All applicable local fire and safety codes and rules and regulations shall also be observed by all Persons on the Airport and are hereby adopted by reference as part of the Rules and Regulations.

4.2 NO SMOKING

A. Smoking, the use of matches and lighted cigars, cigarettes and electronic cigarettes, pipes or any open flame is **PROHIBITED** within the boundaries of the Aircraft operating area, in any hangar, shop or any room or building on the Airport, except in areas specifically designated by the Airport Director for smoking.

B. Smoking is absolutely **PROHIBITED** under all circumstances within fifty (50) feet of any fuel storage vehicle or installation, or within one hundred (100) feet of any fueling or defueling Aircraft.

4.3 OPEN FLAMES

No Person shall start any open fires of any type, including flare pots, torches or fires either on the ground or in containers previously used for oil, paint or similar materials, on any part of the Airport without permission of the Airport Director.

4.4 EXPLOSIVES

No Person shall, without prior permission of the Airport Director, keep, transport, handle or store at, in or on the Airport any explosives or other dangerous articles or materials which are banned from loading in or transportation by civil Aircraft in the United States under the provisions of the Federal Aviation Regulations. Any waiver of such regulations or of any part thereof by the Federal Aviation Administration or by any other competent governmental authority shall not constitute or be construed to constitute a waiver of this rule or to imply permission to keep, transport, handle or store such explosives or other dangerous articles at, in or on the Airport.

4.5 FIREARMS OR DESTRUCTIVE DEVICES

A. No Person shall carry or possess a firearm or other weapon in the Airport secure, sterile or Aircraft operating areas except:

1. Firearms enclosed in a carrying case or other container for shipment by air.

2. Firearms carried by Authorized law enforcement officers, Federal Flight Deck officers, government employees, or members of the Armed Forces of the United States, when such Person is on official duty with appropriate authority for possession of a firearm.

B. No Person shall discharge any firearm or other weapon on the Airport except in the performance of official duties requiring the discharge thereof or in the lawful defense of life or property.

4.6 FLAMMABLE LIQUIDS

A. No Person shall keep or store any Flammable Liquids, gases, oil, oil wastes, flares, paints or other similar material in hangars or in any buildings within the Airport boundary, except where such materials are kept in specially provided rooms or receptacles with the approval of the Airport Director.

B. No Person shall use flammable, volatile liquids having a flash point of less than 100 degrees (F) in the cleaning of Aircraft, engines, parts, appliances, spray painting or for any other purpose unless such operations are conducted in the areas specifically designated for the appropriate purpose.

4.7 COMBUSTIBLE REFUSE

A. Lessees of hangars or other Aircraft servicing or maintenance buildings, or other Airport areas, shall provide suitable metal safety receptacles with operating self-closing covers for the storage of oily wastes, rags and other combustible refuse.

B. All waste within this general classification shall be removed by the lessee from the Airport premises daily, or as required by the Airport Director.

C. Any Person causing overflowing or spilling of oil, grease, fuel or any similar material anywhere on the Airport shall immediately notify the Airport Communications Center and coordinate clean up of such spillage with the Airport Fire Department.

4.8 HAZARDOUS MATERIALS

All hazardous materials and radioactive material not elsewhere addressed shall be transported and/or handled in accordance with Manchester and Londonderry Fire Codes, New Hampshire State hazardous materials regulations and all other pertinent Federal, State, local or FAA regulations as may apply. Loading and unloading or handling locations will be designated and such operations approved by the Airport Director.

4.9 HAZARDOUS WASTE

No hazardous or industrial waste shall be dumped or allowed to drain onto paved or unpaved surface areas of the Airport or directly into Airport drainage ditches, tributaries, rivers, ponds, storm drains, sanitary sewer or other unapproved area or system. Hazardous or industrial waste shall be discharged only into approved collection and treatment systems or stored or disposed of in an alternate manner approved by the Airport Director and in compliance with Federal, State and local laws and regulations.

4.10 HANGAR SAFETY

A. Aircraft shall not be parked in front of hangar doors or in such a manner as to restrict speedy evacuation of hangars in case of fire. This rule shall also apply to all equipment, motorized or otherwise, and any material that might cause such a restriction.

B. All Aircraft parked in hangars shall be parked with the brakes OFF.

C. Aircraft ignition switches and battery master switches feeding main electrical systems shall be in the **OFF** position while Aircraft are within hangars. The starting or operating of Aircraft engines inside any hangar is **PROHIBITED**.

D. All Aircraft parked in hangars or any other structures on the Airport shall be properly grounded in accordance with standards of the Federal Aviation Administration and the National Fire Protection Association.

E. No Aircraft, equipment, or other items shall be placed so as to obstruct marked fire lanes and fire extinguishers, hose and appliance points.

F. No automobiles, trucks, tractors or other motorized equipment shall enter hangars or Aircraft repair shops, except for those that are specifically designed to move aircraft and Authorized by the Airport Director.

G. Hangar floors shall be kept clean and free from oil. The use of volatile, Flammable Liquids for cleaning floors is prohibited.

H. Drip trays shall be placed under the engines of Aircraft stored in hangars as necessary. Drip trays shall be kept clean.

I. No boxes, crates, rubbish, paper or litter of any kind shall be stored in or about hangars.

J. Aircraft must be properly chocked while in a hangar.

K. No cylinders, flasks or containers of compressed gases or Flammable Liquids shall be stored in or about hangars.

L. No Person shall enter a hangar, shop or enclosed Aircraft parking structure wearing shoes with exposed steel tips or studded soles, or shoes with metal pins or staples on the soles.

4.11 HEATING, LIGHTING AND ELECTRICAL SYSTEMS IN HANGARS

Heating, lighting and electrical systems in any hangar shall be National Fire Protection Association approved systems, and shall be installed in the manner prescribed by applicable Federal, State and local codes.

4.12 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEMS

A. Explosion-proof or vapor-proof electrical equipment shall be used as required in areas defined as hazardous by National Fire Protection Association codes. No portable lamp assembly shall be used in any maintenance hangar without a proper protective guard or shield to prevent breakage.

B. All electric power-operated tools and equipment shall be shut off while not in actual use.

C. Electrical lighting systems in hangars and Aircraft maintenance facilities shall meet the National Fire Protection Association standards.

4.13 FIRE EXTINGUISHERS

A. All tenants or lessees shall supply and maintain such adequate and readily accessible fire extinguishers as are approved by the Airport Director for the particular hazard involved and as may be recommended by the Fire Inspector or Fire Marshall.

B. All fire appliances and apparatus shall be maintained in first-class operable condition.

C. Fire extinguisher equipment shall not be tampered with at any time or used for any purpose other than firefighting and fire prevention.

D. All such equipment shall be inspected as required by law or at more frequent intervals when circumstances require. The date the inspection was performed and the initials of the Person performing the inspection shall be recorded on an inspection label, securely attached to the extinguisher.

4.14 OXYGEN SERVICE

The following precautions must be observed when Aircraft are being serviced with oxygen:

A. Aircraft are not to be serviced while in a hangar.

B. Aircraft may not be serviced while electrical power is "on" in the Aircraft.

C. Aircraft are not to be serviced while being fueled or defueled.

D. Aircraft, and all equipment used for oxygen servicing, must be grounded.

E. Fuel trucks are not permitted in the vicinity.

F. Aircraft must be positioned at least 50 feet from buildings and other Aircraft.

G. Only required personnel will be permitted closer than 50 feet to Aircraft being serviced.

H. A fire extinguisher must be at the site.

I. No smoking will be permitted near Aircraft.

J. A properly installed pressure regulator must be used when transferring gas confined under high pressure.

SECTION 5 – FUEL STORAGE, HANDLING AND DISPENSING

5.1 COMMERCIAL AVIATION FUEL SALES & TRANSPORTATION

A. No Person shall sell fuel either to the public or to private Aircraft Owners except those vendors Authorized by the Airport Director.

B. Authorization to commercially sell or transport fuel on the Airport shall be granted by the Airport Director.

C. Persons Authorized by the Airport Director under Section 5.1 of these Rules and Regulations shall submit annually a list of staff qualified to operate fuel dispensing equipment. Qualification to operate fueling equipment shall be awarded only following completion of an approved training course conducted in accordance with National Fire Protection Association and FAA guidelines, and subject to prior approval by the Airport Director.

5.2 FUEL FARMS AND BULK FUEL INSTALLATIONS

A. All fuel farms and bulk installations shall conform to the appropriate National Fire Protection Association standards, local fire codes and other specifications that may be issued by the Airport Director.

B. There shall be **NO SMOKING** within one hundred (100) feet of a fuel farm or bulk fuel installation.

C. Person(s), firm(s), or corporation(s) using fuel farms and bulk fuel installations shall ensure that yards are kept free of weeds, grass and shrubs for a minimum distance of ten (10) feet outside yard fences. Yards shall be kept free of trash and other debris at all times.

D. Fire extinguishers, as specified in the lease, shall be maintained in an accessible position and in an operable condition by the Operator.

E. During loading or unloading of fuel at a fuel farm or bulk fuel installation:

1. No fueling or fuel transporting vehicle shall be left unattended.

2. Samples shall be taken and checked at appropriate times to ensure that the delivery meets required quality standards and is free from contaminants.

F. No fuel shall be dispensed from a bulk fuel storage tank for at least thirty (30) minutes (100LL) or 45 minutes (JetA) following a bulk fuel delivery.

G. All bulk fuel storage tanks shall be checked for contamination by water or sediments weekly, or after each bulk delivery, whichever is sooner.

5.3 FUEL TRANSPORTING VEHICLES

A. All vehicles used to dispense fuel on any part of the Airport shall be approved by the Airport. Fuel trucks, dispensing equipment and fire extinguishing equipment must pass a quarterly safety inspection to remain in service.

B. Each tank vehicle shall be conspicuously marked on both sides and rear of the cargo tank with the word "**FLAMMABLE."**

C. Emergency operating devices on all fuel tank vehicles shall be conspicuously marked "EMERENCY SHUT OFF" with the manner of operation indicated.

D. The propulsion and pumping engine on all tank vehicles shall have safeguards to reduce ignition sources to a minimum.

E. The carburetor on all fuel tank vehicles so equipped shall be fitted with an approved back-flash arrester.

F. The wiring on all fuel tank vehicles shall be adequately insulated and fastened to eliminate chafing, and affixed to terminal connections by tight-fitting snap or screw connections with rubber or similar insulating and shielding covers and molded boots.

G. Each hose, funnel, or apparatus on equipment used to fuel or defuel Aircraft shall be maintained in good condition.

H. Maintenance and testing of Aircraft fueling systems shall be conducted under controlled conditions and in accordance with National Fire Protection Association guidelines.

I. Fuel tank vehicles shall be stored and maintained outdoors only in areas Authorized by the Airport Director. These vehicles shall be parked no less than 50 feet from a building or Aircraft, and no less than 10 feet from another fueling vehicle.

5.4 AIRCRAFT FUELING OPERATIONS

A. Distance from Buildings

Aircraft fuel handling at the Airport shall be conducted at a distance of at least fifty (25) feet from any hangar or building. Under no circumstances shall fuel tank or handling vehicles be driven into or operated in Aircraft hangars.

B. No Smoking

In accordance with Rule 4.2, no Person shall smoke or carry lighted cigars, cigarettes or electronic cigarettes, pipes, matches or any open flame within one hundred (100) feet of the nearest point of an Aircraft being fueled or defueled. Aircraft fuel servicing Operators shall not carry lighters or matches on their Person while performing fuel servicing operations.

C. Positioning of Equipment for Fueling

1. Aircraft fuel servicing vehicles shall be positioned so that they can be promptly moved in the event of an emergency, after all Aircraft fuel hoses have been disconnected and stored.

2. Aircraft fuel servicing vehicles shall not be positioned under the wing of an Aircraft at any time unless the design of that Aircraft makes it necessary to do.

3. Fuel vehicle hand brakes shall be set **ON** before the Operator leaves the cab. Immediately upon leaving the vehicle, the Operator shall chock the wheels.

4. The driver, Operator or other attendant shall attend the vehicle at all times while the vehicle is refueling an Aircraft.

5. Fueling operations must cease when lightning occurs within five (5) miles of the Airport.

D. Fire Extinguishers

During all Aircraft fueling operations, at least two BC rated fire extinguishers (15 pounds or larger) or other type of extinguishers approved by the Airport Director, shall be immediately available for use. Smaller fire extinguishers may be used by general aviation Aircraft Owners who are licensed tie down renters, as approved by the Airport Fire Chief.

E. Static Ground

During all Aircraft fueling operations at the Airport, the Aircraft and the fuel dispensing or draining apparatus shall be properly grounded to prevent the possibility of static ignition of volatile liquids and gases.

F. Aircraft Engines

Aircraft fueling is prohibited while the Aircraft engine is running.

G. Use of Radio, Radar and Electrical Systems

1. No Person shall operate any radio transmitter or receiver, radar equipment or electrical system in an Aircraft during refueling.

2. No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high-intensity radar is within three hundred (300) feet of an Aircraft fueling operation, or the low intensity beam is within one hundred (100) feet of an Aircraft fueling operation, unless an approved shielding device is provided and used during the radar operation.

H. Passengers

During Aircraft fueling, no passenger shall be permitted to remain in such Aircraft unless a passenger loading Ramp is in place at the cabin door of the Aircraft, the cabin door is open and a flight attendant is present at or near the cabin door.

I. Photo Flash Bulbs and Electrical Tools

No photo flash bulbs, electrical tools, disks, buffers or similar tools that produce sparks or arcs shall be used within one hundred (100) feet of an Aircraft during fueling operations.

J. Fuel Spillage

1. Anyone engaged in Aircraft fueling operations shall exercise extreme caution to prevent spills.

2. If a fuel spill occurs, the Airport Communications Center shall be informed immediately. If a fuel spill occurs in the Movement Area, the FAA Air Traffic Control Tower shall be notified.

3. If a fuel spill occurs, all subsequent fueling shall stop immediately.

4. Any Person causing overflowing or spillage of fuel shall be responsible for ensuring the immediate cleanup of such spillage. Fuel Operators shall also ensure that suitable material for absorbing any spilled fuel and suitable containers to capture overflow are readily available to crews engaged in fueling and defueling operations. In the event of failure to comply with such cleanup in a timely manner, the spillage will be cleaned up by the Airport or its designated representative at the expense of the responsible party.

5. No Person shall start the engine of an Aircraft or any other equipment or vehicle when there is any fuel spillage, other than preflight inspection drainage, on the ground, under, or in the immediate vicinity of the Aircraft, equipment or vehicle unless Authorized to do so by the Aircraft Rescue Firefighting (ARFF) Officer in charge.

K. Fire While Fueling

When a fire occurs in a fuel delivery device while servicing an Aircraft, the Airport Communications Center shall be notified immediately. Fueling shall be discontinued at once and all emergency valves and dome covers shall be shut down. Fuel service vehicles and other equipment shall immediately be removed from the vicinity of the Aircraft unless deemed unsafe. Any Person on board the Aircraft shall be evacuated from the area. Procedures established by the Airport Rescue Firefighting Department shall then be followed to extinguish the fire.

5.5 GENERAL AVIATION SELF-FUELING

General aviation tenants are not permitted to self-fuel Aircraft unless prior permission is granted by the Airport Director and appropriate fire and safety measure have been established and approved.

SECTION 6 – AIRCRAFT OPERATIONS

6.1 CONFORMANCE WITH FEDERAL REGULATIONS

All aeronautical activities at the Airport and all flying of Aircraft (to include Unmanned Aircraft Systems - UAS), departing from or arriving at the Airport and in the airspace that constitutes the control zone of the Airport shall be under the positive control of Federal Aviation Administration (FAA) Air Traffic Control Tower. Federal Aviation Regulations and other appropriate rules and regulations of that body as they pertain to aviation and Aircraft operations are hereby adopted by reference and made a part of these Rules and Regulations.

6.2 COMPLIANCE WITH LOCAL RULES, REGULATIONS AND ORDERS

In addition to compliance with current FAA regulations, all Aircraft operations into, out of, or at the Airport shall be in conformance with these Rules and Regulations, Standard Operating Procedures, Operational and Security Directives and Notices to Airmen (NOTAMs) issued by the Airport Director, and with directions from the FAA Air Traffic Control Tower.

6.3 TAMPERING WITH AIRCRAFT

No person shall move, interfere or tamper with any aircraft, or put in motion the engine, or take or use any aircraft part or accessory without the permission of the owner or satisfactory evidence of the right to do so presented to the Airport Director.

6.4 NEGLIGENT OPERATIONS PROHIBITED

No Person shall operate Aircraft at the Airport in a careless manner, or in disregard of the rights and safety of others.

6.5 CLOSURE OF AIRPORT

The Airport Director or his Authorized representative shall have the right at any time to close the Airport in its entirety, or any part of it to air traffic, to delay or restrict any flight or other Aircraft operation, to direct refusal of take off permission to Aircraft, and to deny the use of the Airport or any part thereof to any specified class of Aircraft, or to any individual or group, when he considers any such action to be necessary and desirable to avoid endangering Persons or property and to be consistent with the safe and proper operation of the Airport. If the Airport Director or his Authorized representative believes

the condition of the Airport is unsafe for landings and takeoffs, it shall be within his authority to issue or cause to be issued a NOTAM closing the Airport or any part thereof.

6.6 CERTIFICATION OF AIRCRAFT AND LICENSING OF PILOTS

All Aircraft operating at the Airport shall be certified as airworthy and registered according to FAA requirements. All pilots using the Airport shall possess a pilot's license appropriate and adequate for the operations intended.

6.7 REGISTRATION OF AIRCRAFT

The Airport Director may require from time to time and may designate, at his discretion, appropriate registration of pilots and Aircraft using the Airport, and such pilots shall comply with the requirements of such registration. Aircraft based at Manchester-Boston Regional Airport must be registered with the NH Department of Transportation - Bureau of Aeronautics.

6.8 REQUIRED AIRCRAFT EQUIPMENT

A. No Aircraft shall be operated on, from, or to the Airport unless it is equipped with a tail wheel or nose wheel, and operable wheel brakes.

B. No Aircraft shall be operated on, from, or to the Airport unless it is equipped with a two-way radio capable of receiving tower transmissions at all times from any position within the Airport control zone.

6.9 PARKING OF AIRCRAFT

A. No Person shall park an Aircraft in any area on the Airport except those designated for this purpose by the Airport. If any Person uses unauthorized areas for Aircraft parking, the Aircraft so parked may be removed by or at the discretion of the Airport, at the risk and expense of the Owner.

B. No Aircraft shall be left unattended on the Airport unless it is in a hangar or adequately secured.

C. Aircraft parked on leased areas shall be under the lessee's control and liability.

D. No Aircraft repairs except those needed for normal maintenance and upkeep of the Aircraft as set forth by FAA regulations, shall be conducted in Aircraft parking areas. All repairs to Aircraft or engines shall be made in the areas designated for this purpose by the Airport.

E. No Aircraft washing shall be conducted in Aircraft parking areas. Aircraft washing shall be conducted only in areas designated for this purpose by the Airport Director.

6.10 STARTING AND RUNNING OF AIRCRAFT ENGINES

A. No Aircraft engine shall be run at the Airport unless a pilot or certified airframe and power plant mechanic qualified to run the engines of that particular type of Aircraft is at the controls, and unless chocks have been placed in front of the wheels, or the Aircraft has set adequate parking brakes.

B. No Person shall perform Aircraft engine run-up other than in places established for this purpose and at such times as designated and approved by the Airport Director.

C. Noise emanating from ground operation shall be maintained within the applicable Aircraft engine noise limits as promulgated by the Federal or State laws and regulations.

6.11 AIRCRAFT LIGHTS

A. All Aircraft being taxied, towed or otherwise moved on the Airport shall have Aircraft navigational lights on during the hours between sunset and sunrise.

B. Aircraft being run-up shall have navigational lights on during any run-up operation, day or night.

6.12 COMPLIANCE WITH SIGNS AND SIGNALS

No Person shall take off from, land or maneuver an Aircraft at the Airport, unless such Person obeys all Airport markings, lighting and signage.

6.13 AIRCRAFT TAXIING

A. No Person shall taxi an Aircraft on the Airport until he/she has ascertained that there will be no danger of collision with any Persons or objects.

B. No Aircraft shall be started or taxied at the Airport where the propeller slipstream or jet-blast may cause injury to Persons or damage to property. If it is impossible to taxi such Aircraft in compliance with the above, the Aircraft must be towed to a suitable start-up point.

C. No Person shall taxi or tow an Aircraft on the Air Operations Area until they have received a clearance from the FAA Air Traffic Control Tower.

D. While taxiing, the pilot of an Aircraft shall maintain at all times a listening watch on the appropriate air traffic control radio frequency.

E. All Aircraft movement shall be confined to hard surface Runways, Taxiways and Aprons.

F. Aircraft shall not be taxied into or out of any hangar.

G. All Aircraft shall taxi at a safe and reasonable speed that will ensure complete control at all times.

H. Where taxiing Aircraft are converging, the Aircraft involved shall pass each other bearing to the right, unless otherwise directed by the FAA Air Traffic Control Tower.

I. Aircraft awaiting takeoff shall stop short of the painted hold lines, and in a position so as to have a direct view of Aircraft approaching to land.

6.14 TAKEOFF, LANDING AND TRAFFIC PATTERN

Aircraft operations are subject to FAA rules, regulations and operating procedures and as directed by the FAA Air Traffic Control.

6.15 ENPLANING AND DEPLANING

A. No Person shall enplane or deplane passengers or cargo at the Airport except in specific areas, designated by posted signs, established by operational directives, permits or Airport lease agreements. Where the Aircraft is loaded or unloaded at ground level, all such passengers shall be channeled by the shortest and safest route across the Aircraft apron area, under the direction and supervision of the Aircraft Operator/Authorized representatives. All such Aircraft Operators shall load and unload Aircraft through designated restricted areas in accordance with security or operational procedures established by the Airport.

B. All Persons deplaning passengers through any part of an established or Authorized area that has been restricted by the Airport for enplaning passengers screened in accordance with TSA regulations, must ensure that the arriving passengers pass through such established security screening before re-entering such designated restricted area, or must make arrangements for physical escort through such restricted area, in accordance with Airport requirements and/or TSA regulations.

C. No Person operating a general aviation or military Aircraft shall enplane or deplane passengers or cargo on the terminal Apron at the Airport without having made prior arrangements with the Airport or unless such operation is in accordance with an operational directive of the Airport.

D. No Person operating an Aircraft shall enplane or deplane passengers at the terminal without having made prior arrangements for all required Aircraft and passenger services.

6.15 HELICOPTER OPERATIONS

No Persons shall land or take-off from the Airport in a helicopter except at designated helicopter landing and take-off areas, in strict compliance with air traffic control procedures.

6.16 DERELICT AND DISABLED AIRCRAFT

A. No Person shall park or store any Aircraft in a non-flyable condition on Airport property including leased premises without authorization from the Airport Director.

B. No Person shall store or retain Aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed Authorized facility, or in a manner approved by the Airport Director.

6.17 DEMONSTRATION AND EXPERIMENTAL FLIGHTS

No experimental flight or ground demonstrations shall be conducted on the Airport property or in the air traffic pattern without authorization from the Airport Director.

6.18 MOTORLESS AIRCRAFT

No motorless Aircraft shall land or takeoff from the Airport.

6.19 ULTRA-LIGHT AIRCRAFT

No Person shall operate an ultra-light vehicle from the Airport without authorization from the Airport Director.

6.20 MODEL AIRCRAFT

No Person shall operate or release any model Aircraft, rocket, kite, balloon, parachute or other similar contrivance at or upon the Airport without authorization from the Airport Director, and at no time may radio control model Aircraft be used at the Airport.

6.21 PARACHUTING

Parachute jumping within the Airport control zone is prohibited, except where necessary for the emergency evacuation of an Aircraft.

6.22 BANNER TOWING

Aircraft tow banner pickups and drops on the Airport are prohibited.

6.23 HAZARDS TO AVIATION

No Person shall fly kites, model airplanes, tethered balloons, unmanned Aircraft or other objects constituting a hazard to aviation within the vicinity of the Airport, or anywhere within the Airport control zone, except with the prior approval of the Airport Director. The only exceptions to this rule are:

A. Personnel of the National Weather Service, United States Department of Commerce, when performing official duties, after proper coordination with the Airport Director and FAA Air Traffic Control Tower.

B. Persons parachuting from an Aircraft in an emergency.

C. Persons releasing seeds, sprays, dusts or similar substances for horticultural purposes over farms adjacent to the Airport, after proper coordination with the Airport Director and FAA Air Traffic Control Tower.

D. Any person who knowingly shines the beam of a laser pointing device at an occupied motor vehicle, aircraft, window, or person shall be guilty of a violation and the laser pointing device shall be forfeited upon conviction.

E. The use of aviation radio frequencies must be coordinated with the Federal Communications Commission so as not to cause interference with aircraft or airport operations.

6.24 GENERAL AVIATION RAMP

A. There shall not be placed any structure, building, nose-dock, shed, protective device or other appurtenance, including tool boxes, spare parts cases, etc., on the general aviation Ramp at any time except when actively working on Aircraft. Such devices, structure, tool boxes, etc., will be removed at Owner's expense if left on the Ramp. This rule does not pertain to such devices, no matter the material, which are used under the tail of the Aircraft for balance during the winter because of snow loads.

B. Major repairs and/or annual inspections may not be performed on the Ramp or in the tie down space.

C. Aircraft washing is not permitted on any Ramp or at tie down spaces. Aircraft may only be washed in areas approved by the Airport and in compliance with local and Federal environmental regulations.

SECTION 7 – MOTOR VEHICLE OPERATIONS

7.1 GOVERNING LAW

The regulation of all vehicle road worthiness standards and traffic movements on Airport roadways and parking facilities shall be governed by the applicable provisions of New Hampshire statues and by the traffic ordinances.

7.2 LICENSING

A. No Person shall operate a vehicle or motorized equipment on the Airport without a valid State Operator's License and any other license or permit which is now or may be required in the future for operations on the Air Operations Area or other portions of the Airport.

B. No Person shall operate a vehicle or other motorized equipment on the air operations area unless Authorized by the Airport Director and the Owner of the equipment and until such time that the proper driver training and permit is received. Failure to comply with this policy will result in the loss of Air Operations Area driving privileges.

C. All vehicles operated on the Airport shall meet the standard of road worthiness specified by the State of New Hampshire and must be duly registered for legal operation on the highways by the State of New Hampshire; except for those vehicles allowed and approved by the Airport Director.

7.3 VEHICLE OPERATIONS ON THE AIR OPERATIONS AREA

A. No Person shall operate a Motor Vehicle on the Air Operations Area which does not meet the standard specified in Rule 7.2 or without having first registered it with the Airport Director.

B. All vehicles operating on the Air Operations Area shall have in force minimum public liability insurance with limits as set from time to time by the Airport. The City of Manchester and Manchester-Boston Regional Airport must be carried as an additional insured.

C. No vehicle shall be operated on any landing area, Taxiway, Ramp or Apron except by:

1. Persons assigned to duty thereon

2. Persons Authorized by the Airport Director

3. Persons escorted by duly Authorized Airport or tenant employees

D. All vehicles operating on or across Ramps, Aprons, Taxiways or Runways shall be equipped with two-way radios and must be in continuous communication with the FAA Air Traffic Control Tower except when under escort by a vehicle properly Authorized and equipped, except ground support vehicles operating strictly in Non-Movement Areas.

E. No Person shall operate a vehicle on the Air Operations Area except in marked driving lanes and in compliance with marked traffic control signs, with the exception of 1) emergency vehicles responding to an emergency, 2) Authorized vehicles engaged in Airport operations and maintenance and 3) vehicles exceeding twelve (12) feet in width which will follow marked lanes as closely as possible.

F. Motor Vehicles shall at all times yield the right of way to Aircraft. All vehicles must pass to the rear of taxiing Aircraft.

G. No vehicle shall proceed closer than 200 feet from the edge of any Runway prior to being specifically cleared by the FAA Air Traffic Control Tower. Any vehicle operating, after due authorization, within two hundred (200) feet of a Runway shall display a checkered flag of international orange and white at least three (3) feet square or a yellow rotating/flashing beacon.

H. Between the hours of sunset and sunrise, all vehicles shall display such warning lights as required by the Airport Director.

I. Operators of all Motor Vehicles shall turn off the vehicle's engine when a vehicle is parked or is waiting other than at traffic signals or to permit the safe passage of Persons or other vehicles.

J. The use of tire chains is prohibited, unless approved by the Airport Director.

7.4 SPEED LIMITS

A. No Person shall drive a vehicle on the Airport, including parking areas, in excess of the speed limits indicated on signs posted and maintained by the Airport. In areas where signs are not posted, the speed limit shall be twenty (20) miles per hour.

B. The speed limit in the tugways, baggage tunnels and areas under the building is six (6) miles per hour. The speed limit on the airfield is fifteen (15) miles per hour except for emergency and operations vehicles in performance of duties.

C. No Person shall drive a vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation.

7.5 STOPPING, STANDING OR PARKING

No Person shall stop, stand or park a vehicle on a public vehicular parking area, operational area, or road within the Airport except at such places and for such periods of time as may be prescribed or permitted by the Airport Director or indicated by appropriate signing. Failure to observe the limits set by said signs may result in a citation being issued to the vehicle and a fine being assessed. The amounts of the fine shall be set from time to time by the Airport Director.

7.6 REMOVAL OF VEHICULAR OBSTRUCTIONS

The Airport Director shall have the authority to tow or otherwise move any vehicle parked on the Airport in such a manner as to create an obstruction or safety hazard, or any vehicle that has been abandoned on the Airport longer than forty-eight (48) hours, or any vehicle which may be parked in an area which is prohibited or controlled by use by these rules or agreements with the Airport, and to place the vehicle in storage, without liability for damage incurred, and at the Owner's expense.

7.7 REPAIR OF VEHICLES

No Person shall make any repairs or clean Motor Vehicles anywhere on the Airport other than in designated areas, except those minor repairs necessary to remove such Motor Vehicles from the Airport.

7.8 TAMPERING WITH VEHICLES

No Person shall move, interfere or tamper with any Motor Vehicle, or put in motion the engine, or take or use any Motor Vehicle part, instrument or tool there from, without the permission of the Owner or satisfactory evidence of the right to do so presented to and approved by the Airport Director.

7.9 GROUND TRANSPORTATION

No ground transportation carrier for hire or reward shall load or unload passengers at the Airport at any places other than those designated by the Airport Director, nor shall such conveyances operate on the Airport without a written contract with the Airport, or without express approval of the Airport Director. This rule shall also apply to ride share companies as well as rentals and vehicles for hire.

7.10 MOTOR VEHICLE PARKING ON GENERAL AVIATION RAMP

Private vehicle parking is not permitted on any general aviation Ramp unless Authorized by the Airport Director.

SECTION 8 – ACCIDENT AND EMERGENCY

8.1 COORDINATION OF EMERGENCY SERVICES

If an Aircraft or Motor Vehicle Accident occurs on the Airport, the Airport Director shall be the sole coordinating and governing agency for all rescue and emergency vehicles and services.

8.2 RIGHTS OF ACCESS

A. The Airport Director shall have the responsibility of providing and designating access gates in the perimeter fencing of the Airport for use by Airport Operations and Maintenance and Airport Fire equipment.

B. The Airport Director reserves the right to restrict access to the Airport to any Person or Persons not directly connected with emergency operations including press, television and news reporters.

C. Pedestrian traffic from beyond any part of the perimeter fencing of the Airport to the scene of an Accident within the Airport is strictly prohibited.

8.3 SECURITY OF CRASH SITE

A. If, in the opinion of the Airport Director, it becomes necessary to provide security at the scene of an incident or Accident, the Owner or Operator of the Aircraft involved, or his duly Authorized agents, shall be responsible for obtaining, providing and maintaining the required security. When such a need arises, the Airport Director shall be informed of the security arrangements proposed, before they are applied, and shall agree to the proposal when appropriate.

B. Security requirements shall in no circumstances be allowed to hinder or delay rescue work or the removal of Aircraft from the scene of a crash on the Airport.

8.4 AIRCRAFT REMOVAL

A. The Owner of an Aircraft involved in an Accident or other emergency situation shall be responsible for organizing and conducting the removal activities after agreement with the Airport Director. Aircraft Accidents which occur on Runways and Taxiways shall be removed from such areas as soon as conditions warrant.

B. No Person shall remove any Aircraft or debris from an Accident site until Authorized by the National Transportation Safety Board or the Federal Aviation Administration, as appropriate.

C. All costs incurred for such removal shall be borne by the Owner or Operator of the Aircraft involved.

D. Runways or Taxiways upon which an Accident has occurred shall be opened to Aircraft traffic only after the removal of the Aircraft and associated debris by the Owner, to the satisfaction of the Airport Director.

E. Should said Owner or Operator fail or refuse or be unable to remove such crashed Aircraft and debris within a reasonable time, as determined by the Airport Director, the Airport Director shall, without liability to the Airport, cause the crashed Aircraft and debris to be removed and stored off the active airfield, and the cost of such removal shall be paid by the Owner or Operator. Neither the City of Manchester, Manchester-Boston Regional Airport, nor the Town of Londonderry will be responsible for any claim for damages or liability arising therefrom.

8.5 NEWS REPORTING

A. The Airport Director may, at his discretion, authorize news media access to an Accident site when it is deemed that such access will not endanger other Persons or property. Access may, however, be denied or restricted until the Airport Director has determined that it is safe and proper to permit such access.

B. When warranted, the Airport Director may present, at the request of news representatives, factual statements, correct to the best of his/her knowledge, concerning the incident/Accident. The Airport Director shall accept no responsibility for the accuracy or validity of the information given.

C. The Owner or Operator of an Aircraft involved in an incident or other emergency situation, of his Authorized agent, may furnish to interested news agencies details surrounding the incident.

8.6 DAMAGE INSPECTION

At the earliest opportunity, a damage inspection of the Airport facilities involved shall be made by the Airport Director and the Aircraft Owner or Operator to determine the extent of damages to the airfield, facilities or buildings of the Airport. Damages so sustained will be assessed by the Airport Director as a claim against the Owner or Operator of the Aircraft.

8.7 EMERGENCY PLAN

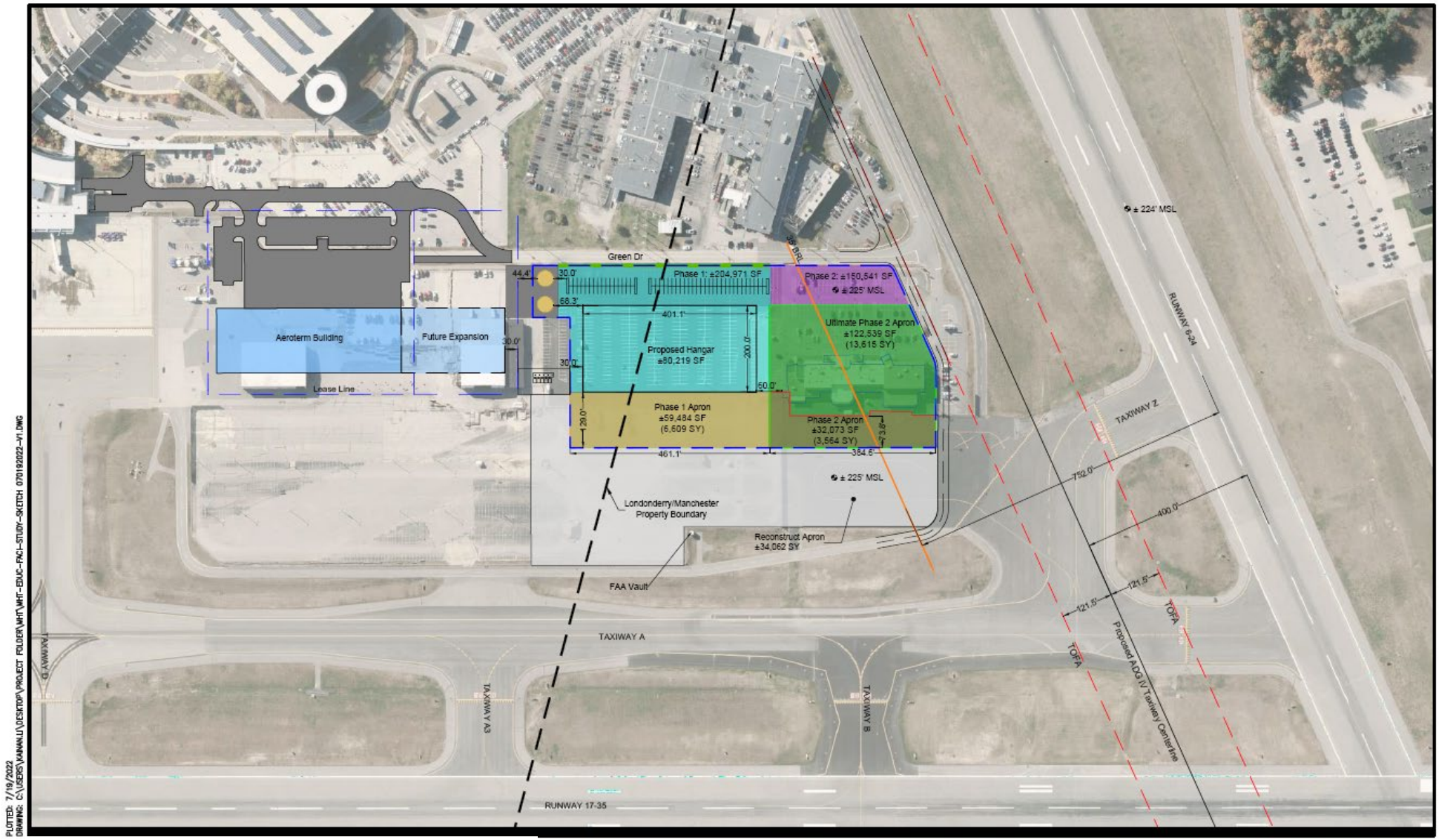
This section is supplemental to the Airport Emergency Plan promulgated pursuant to FAR Part 139 and part of Section 8 of the Airport Rules and Regulations. Any part thereof which conflicts with the Airport Emergency Plan shall be null and void.

SECTION 9 – VALIDITY OF EACH SECTION INDEPENDENT

In case any section or sections or part of any section of these Rules and Regulations shall be found invalid for any reason, the remainder shall not thereby by invalidated, but in accordance with the intention hereby expressed, shall remain in full force and effect, all parts being hereby declared separable and independent of all others.

APPENDIX C – LEASEHOLD

Leasehold with Phase I and Phase II Development Areas



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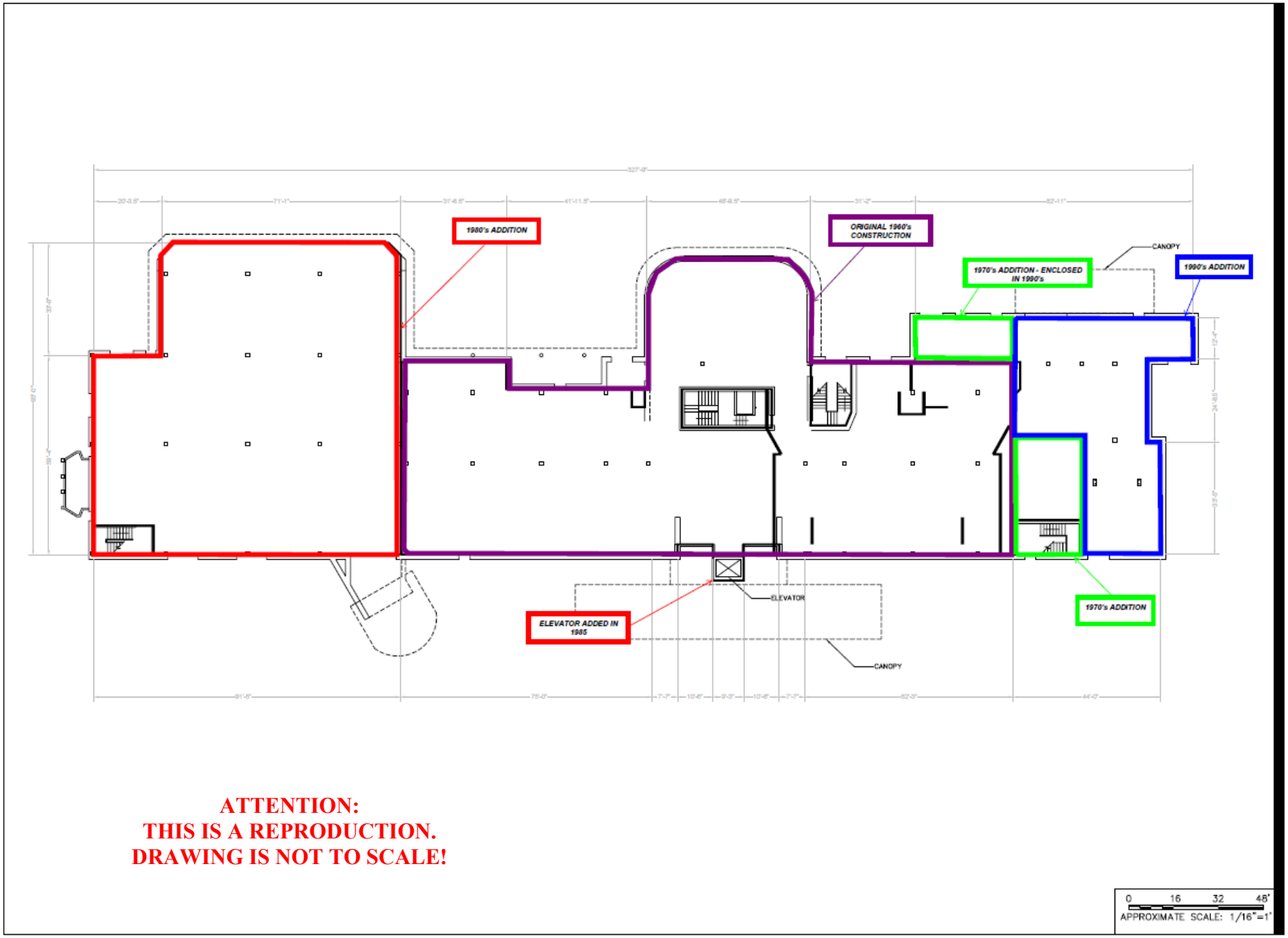
AECOM

DRAFT

200' 0' 100' 200'
SCALE: 1" = 200'

First Floor Periods of Modifications to Original Construction



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APPROXIMATE SCALE: 1/16"=1'

AECOM

PROJECT
MTH AMMON CENTER
175 AMMON DRIVE

CLIENT
MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

CONSULTANT
AECOM
625 WEST RIDGE PIKE, SUITE E-100
CONSHOHOCKEN, PA 19428
610.832.3500 tel 610.832.3501 fax
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REGISTRATION

ISSUE/REVISION

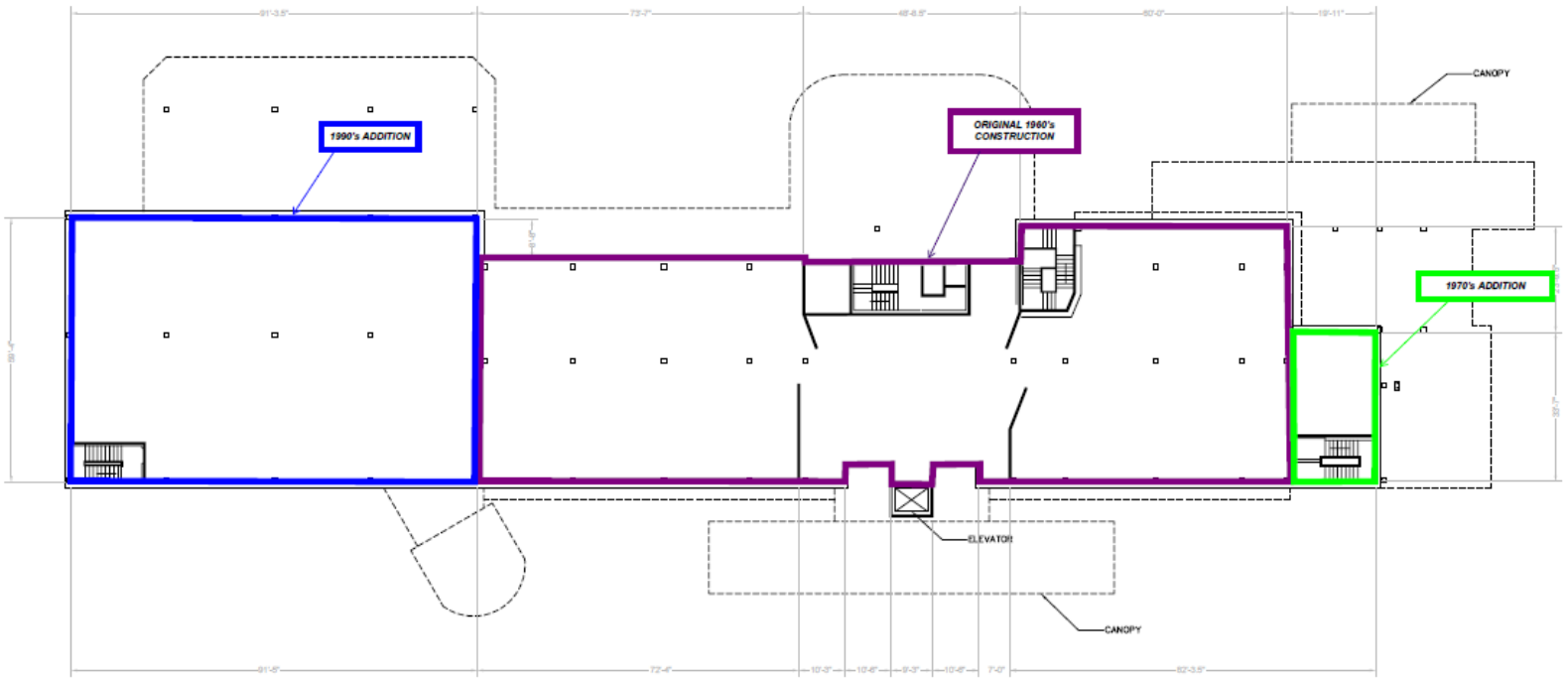
0	XX-XX-XX	-
(#)	DATE	DESCRIPTION

PROJECT NUMBER
60638480

SHEET TITLE
FIRST FLOOR STRUCTURAL LAYOUT

SHEET NUMBER
02

Second Floor Periods of Modifications to Original Construction



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REGISTRATION

ISSUE/REVISION

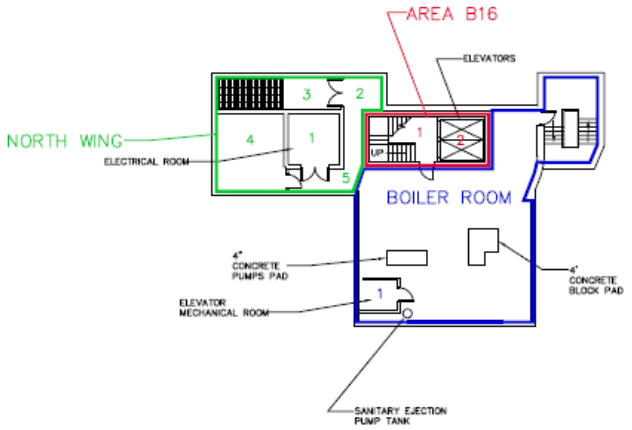
0	XX-XX-XX	-
NR	DATE	DESCRIPTION

PROJECT NUMBER
60638480

SHEET TITLE
SECOND FLOOR STRUCTURAL LAYOUT

SHEET NUMBER
03

Basement Layout



ATTENTION:
ATTENTION:
THIS IS A REPRODUCTION.
DRAWING IS NOT TO SCALE!

0 16 32 48'
APPROXIMATE SCALE: 1/16"=1'

AECOM

PROJECT
MTH AMMON CENTER
175 AMMON DRIVE

CLIENT
MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE

CONSULTANT
AECOM
625 WEST RIDGE PIKE, SUITE E-100
CONSHOHOCKEN, PA 19428
610.832.3500 tel 610.832.3501 fax
www.aecom.com

REGISTRATION

ISSUE/REVISION

IR	DATE	DESCRIPTION
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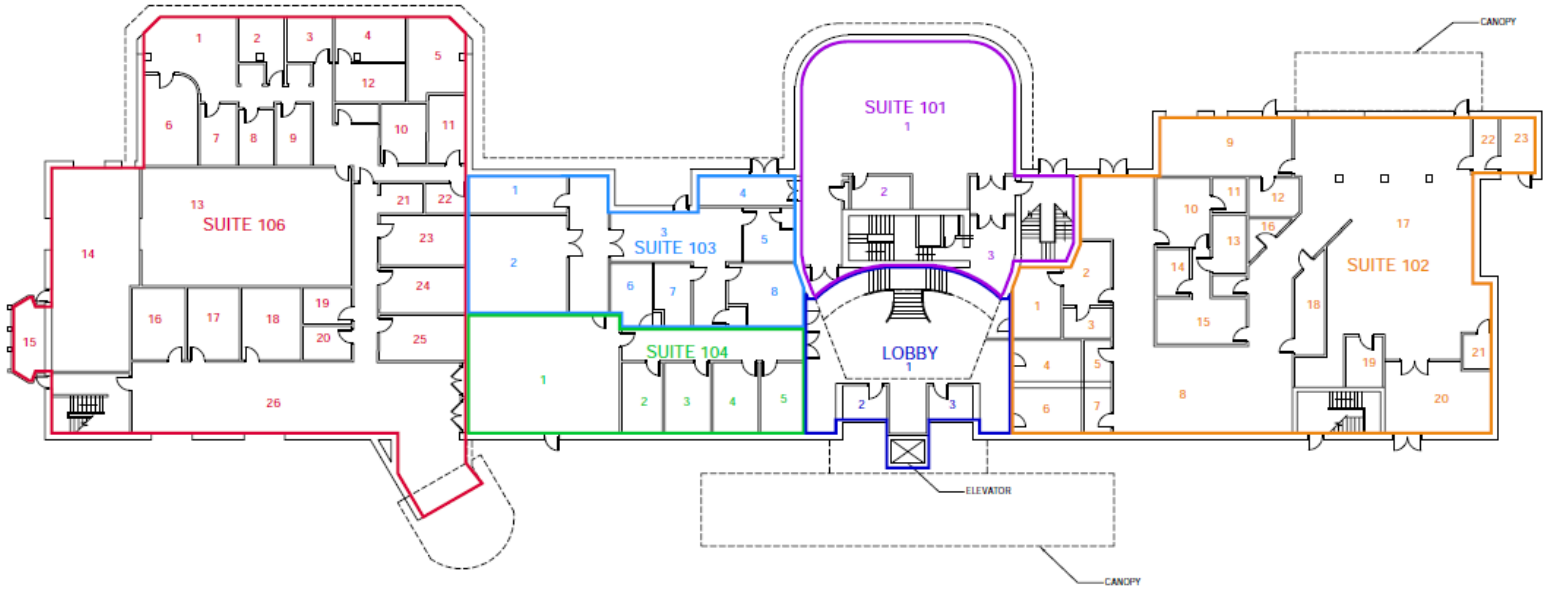
PROJECT NUMBER
60638480

SHEET TITLE
BASEMENT LAYOUT

SHEET NUMBER
01

First Floor Lavout



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AECOM

PROJECT
MHT AMMON CENTER
175 AMMON DRIVE

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REGISTRATION

ISSUE/REVISION

NR	DATE	DESCRIPTION
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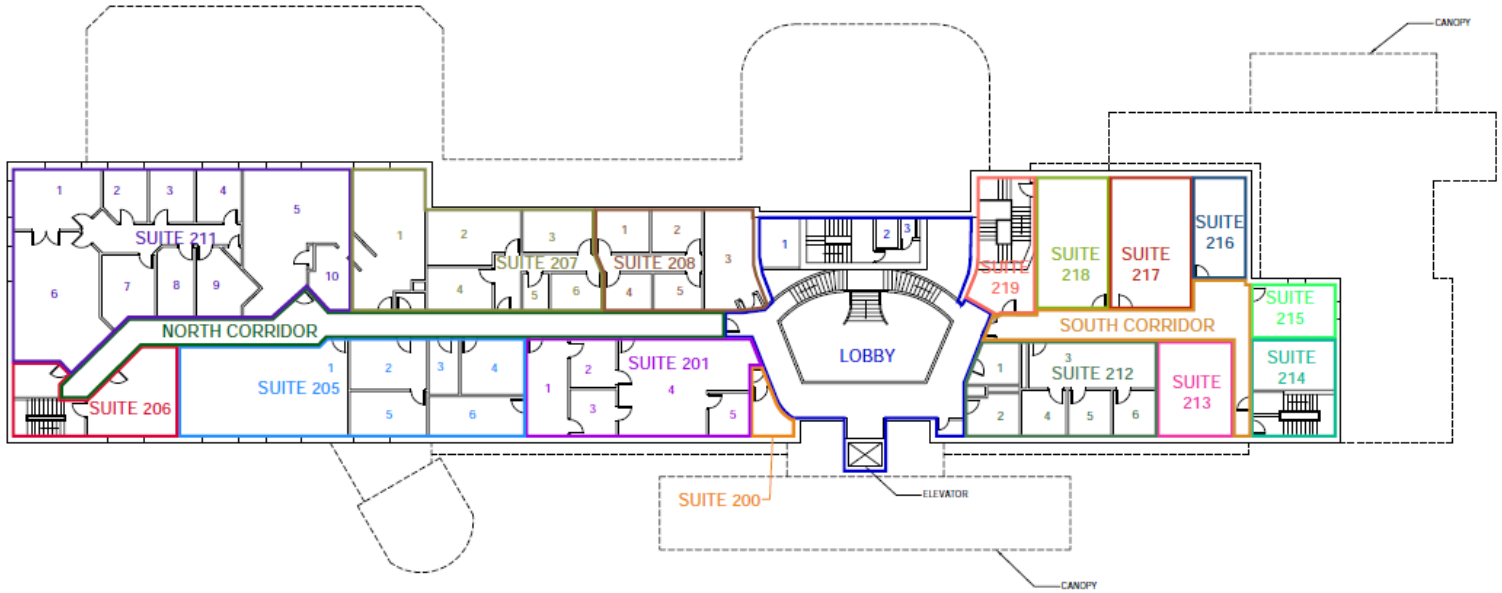
PROJECT NUMBER
60638480

SHEET TITLE
FIRST FLOOR LAYOUT

SHEET NUMBER
02

Second Floor Layout



ATTENTION:
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APPROXIMATE SCALE: 1/16"=1'

AECOM

PROJECT
MHT AMMON CENTER
175 AMMON DRIVE

CLIENT
MANCHESTER-BOSTON REGIONAL AIRPORT
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REGISTRATION

ISSUE/REVISION

NO	DATE	DESCRIPTION
0	XX-XX-XX	-

PROJECT NUMBER
60638480

SHEET TITLE
SECOND FLOOR LAYOUT

SHEET NUMBER
03

APPENDIX D – NEPA REVIEW

Revised June 2021. Please check EDA's website before using this template to confirm that you are using the latest version. As of the date of this version, the current template can be found at the bottom of the "Funding Opportunities" page at EDA.gov.

Environmental Narrative Requirements

The National Environmental Policy Act (NEPA) requires Federal agencies to assess the potential environmental impacts associated with proposed federal actions, including financial assistance. Applicants are encouraged to contact their designated Economic Development Representative or the applicable EDA Regional Environmental Officer with questions regarding this template and/or the appropriate level of documentation (please see the EDA website or the applicable Federal Funding Opportunity for contact information). Resources of available information are listed in many of the sections. If you are using a locally saved copy of this template, please check EDA's website to confirm this is the current version.

For further information regarding EDA's obligations under NEPA, please refer to the regulations for implementing NEPA at 40 C.F.R. 1500-1508. The Council on Environmental Quality's 2007 guidance document "A Citizen's Guide to the NEPA" is another resource available online.

Several issues discussed in the environmental narrative below may require consultation with other State or Federal agencies at a later date (for example, the State Historic Preservation Office, the U.S. Fish and Wildlife Service, or the National Oceanic and Atmospheric Administration's (NOAA) National Marine Fisheries Service (NMFS)). While EDA does not require that applicants complete such consultations before submitting an initial application, applicants should be aware that in the event their project is selected for further evaluation for funding, EDA may delegate these consultations to the applicant and expect them to be completed in an expeditious manner and prior to approval of an award.

Applicants must provide information on the following items in the environmental narrative. For any area in which the applicant asserts that an item is not applicable to a project, provide an explanation.

A. PROJECT DESCRIPTION

1. Beneficiaries

Identify any existing businesses or major developments that will benefit from the proposed project, and those that will expand or locate in the area because of the project.

The **Manchester-Boston Regional Airport** (MHT, Manchester Airport, or "the airport") is well-suited to pioneer a new model in workforce development for the aerospace industry: the teaching airport. MHT, in conjunction with **Southern New Hampshire University** (SNHU), **Manchester School of Technology**, and **local institutes of higher learning** (IHEs) would deploy workforce development programs that better integrate apprenticeships models to create the leading aerospace training program in the region. The primary beneficiaries are the high school and college students enrolled in the program and the faculty and the administrators employed by the program.

2. Proposed Construction

As an exhibit to this Narrative, provide a topographical map of the project area and a site map (with legend and north arrow) displaying the project location and boundaries, existing and proposed project components and location of all sites and/or companies benefitting from the proposed project. The documents should be of sufficient clarity for adequate interpretation of the Applicant's intentions.

Describe the project construction components in detailed, quantifiable terms. Describe the project location, proposed construction activities (e.g., grading, trenching), and schedule. **It is sufficient to simply reference the Preliminary Engineering Report (PER) here if a PER containing this information has been submitted or will be submitted concurrently.** See the mock example below for the level of specificity expected by EDA:

The City of Manchester is applying for a U.S. Economic Development Administration (EDA) federal grant to enable the development of an aerospace training program at the Manchester Airport. The proposed aviation education facility includes an aircraft maintenance hangar complete with classrooms, workshops, and office spaces for academic studies and vocational training. Under the same grant project, the City is also proposing to repurpose the adjacent Ammon Building (formerly the airport's passenger terminal building) to accommodate additional classrooms for high-school level studies in aviation and aerospace topics.

Major elements of the aviation education facility include constructing one large hangar building with two separate bays, plus workshops, classrooms, offices, and support spaces. The location for the hangar is an airport long-term parking lot that is closed and no longer needed. The site includes approximately 100 vehicle parking spaces for employees, students, and visitors. See **Attachment A** for the project site plan and renderings.

Grant Project Specifications at-a-Glance	
Hangar Building Construction	138,500-sf
Ammon Building Renovation	50,000-sf
Aircraft Parking Apron Reconstruction	440,100-sf
Aircraft Parking Apron Expansion	85,788-sf
Auto Parking	~100 spaces
Project Limit of Disturbance	~15-ac

Repurposing the Ammon Building includes interior renovation and/or remodeling up to 50,000-sf of existing building space, plus any remediation and/or restoration that may be necessary, up to and including adaptive reuse, if recommended. Adaptive re-use architecture is the process of repurposing buildings that have outlived their original purposes for different uses or functions, while at the same time retaining their original (historic) features. No exterior renovations are planned. No additional building space is proposed.

Other connected projects include reconstructing and expanding the aircraft parking apron along the east side of the project site. The current pavement condition is deteriorating and in need of repairs before continued use. As part of the apron work, a small FAA equipment shelter (10x10) would be affected. The lower portion (basement) of the structure is used to connect buried cables used for FAA communications and control cables. The shelter could be relocated further away from the apron taxilane or otherwise replaced with a subgrade vault for the equipment.

Ancillary elements of the grant project include site preparation, utility connections, stormwater management, perimeter/security fencing, airfield lighting, and pavement markings. All requisite utilities are located within or adjacent to the project site. No upstream/downstream infrastructure improvements or changes would be required to accommodate the project.

There are no proposed changes to the runways, taxiways, navigational aids, or other airfield facilities, except where the apron expansion connects to the apron taxilanes. No enabling projects are needed to make the site ready for construction (e.g., land acquisition, building demolition). Grant funding and architecture/engineering plans notwithstanding, the project site is "shovel-ready" for development.

Assuming design development in 2022, and with allowance for bidding and awards, the grant project could be under construction in 2023. The project would take approximately two years to complete.

3. Need and Purpose

Provide a brief summary of the underlying need and purpose of the proposal for EDA funding.

The **purpose** of the EDA grant project is to enable the City of Manchester to utilize the Manchester Airport, including the Ammon Building, to support workforce education and skills training activities directly connected to the hiring and skills needs of the aerospace industry and that result in well-paying, quality jobs. The **need** for the EDA grant is to help finance the infrastructure and facilities necessary to provide a learning environment that encompasses the academic, physical, and social context in which students are immersed in the airport setting.

4. Alternatives to the Proposed Project

Based in the Need and Purpose summary above, provide a detailed description of alternative actions that were considered during the project planning but were not selected (e.g., alternative locations, designs, scopes, other projects having similar benefits, and a "no project" alternative). Explain why this project/site was selected as the preferred alternative. Provide detail on why other alternatives were rejected (e.g. did not meet the purpose and need of the project, implicated more environmental receptors, had greater climate impacts or were at greater risk to climate change than the proposed action). If the selected project would impact wetlands or floodplains, please provide a detailed description of alternatives to those proposed impacts.

Manchester Airport provides the ideal location for the grant project. **No other reasonable or prudent alternative has been identified that would accomplish the project objectives with less environmental harm.** The following alternatives were considered and dismissed.

- Alternate Location at Manchester Airport. There is no other location that offers a "pad-ready" site for the hangar/education facility, with an adjunct building that can be used for additional classrooms and office space, and comes complete with an aircraft parking apron, roadway access, auto parking, and utilities. Having to construct comparable facilities elsewhere at the airport would add to the cost, delay the timeline, and increase development impacts on the environment.

- Off-Airport Location. Choosing a central business district or suburban location for the campus would not provide the airport/aviation setting essential to establishing a "teaching airport."

- Alternate Airport. The nearest alternate airports are Concord Municipal Airport (15 miles north of Manchester) and Nashua Airport (15 miles south of Manchester). Those airports do not have comparable facilities readily available to expedite the grant project, and they are located considerably further from Manchester. Furthermore, this alternative does not utilize MHT and instead diverts economic development, investment opportunities, and potential benefits away from the City of Manchester and the airport.

- Reduce the Size/Scope of the Project. Downsizing the project would not substantially reduce the effects of the project on the environment, when compared to the preferred alternative.

Under the No-Project Alternative, an EDA grant would not be awarded, the project would not be implemented, and there would be no project-induced effects on the environment no matter how insignificant. Without the grant project, however, there are no other facilities available to support the aerospace training program and workforce development model that is proposed. Consequently, the City of Manchester would have to find a different source of funds for the program or otherwise forgo the opportunity to use MHT as a "teaching airport."

The purpose of the No-Project alternative is to provide a **benchmark**, enabling decision-makers to compare the magnitude of environmental effects of the action alternatives. In this case, because no adverse environmental impacts are associated with the grant project, taking no action would not substantially reduce the effects of the project on the environment when compared to the proposed project.

B. HISTORIC/ARCHEOLOGICAL RESOURCES

Identify any known historic/archeological resources within the project site(s) or area of potential effect that are either listed on the National Register of Historic Places or considered to be of local or State significance and perhaps eligible for listing on the National Register. In many states, the State Historic Preservation Office (SHPO) maintains GIS databases of historic properties and cultural resources. Delineate an Area of Potential Effect (APE) for the project. The APE is the geographic area or areas within which a proposal may cause changes in the character or use of historic properties, which would include (but is not limited to) any new development or renovation by the beneficiary facilitated by the proposed EDA project. Discuss the potential impacts of the project on culturally significant resources and provide a determination as to whether there will be: no historical properties/cultural resources present; no historical properties/cultural resources adversely affected; or historical properties/cultural resources adversely affected.

Note that the applicant is not required to contact the SHPO until directed to do so by EDA. If comments from the SHPO have already been received, they should be attached along with copies of the information provided to the SHPO. If you wish to initiate early consultation, please consult the website of the appropriate SHPO for instructions on required information.

A site visit and review for historic/archeological resources was completed for the project. Supporting documentation is provided in **Attachment B** and is summarized below.

No historic properties/cultural resources present; agency consultation pending.

There are no historic properties or cultural resources in the vicinity of the airport that are listed on the National Register of Historic Places. Next, an Area of Potential Effect (APE) for the project was established. The subject property was visited and surveyed for historic properties/cultural resources that *potentially* meet the requirements for eligibility on the National Register. Three structures within the APE were identified and evaluated.

- Ammon Building (175 Ammon Drive). Not recommended as eligible for inclusion in the National Register.
- 50 Ammon Drive. Not recommended as eligible for inclusion in the National Register.
- 52 Green Drive. Not recommended as eligible for inclusion in the National Register.

A New Hampshire Division of Historical Resources, **Individual Inventory Form,** was prepared for the Ammon Building. A copy of the form is provided in Attachment B.

Archeological sensitivity for the project area is moderate. The soils at the surface of the airport consist of Urban land that was graded to level the terrain for use as an airfield. The integrity of the soils underlying the buildings and pavement remain unknown. The need for additional investigation will depend on the depth of construction (excavation) and the potential to disturb intact soil horizons.

This resource evaluation was performed to obtain preliminary information prior to initiating consultation with the State Historic Preservation Office (SHPO). If an EDA grant is awarded, the NEPA process may require the lead Federal agency to provide this information to the SHPO for review and concurrence, and to determine if any further investigation is warranted.[1]

[1] The Division of Historic Resources (DHR) is New Hampshire's State Historic Preservation Office (SHPO). Under state and federal laws, the DHR works with other governmental agencies to review publicly assisted projects that may affect historical or archeological resources. This is referred to as the 106 process, in reference to Section 106 of the National Historic Preservation Act of 1966.

C. AFFECTED ENVIRONMENT

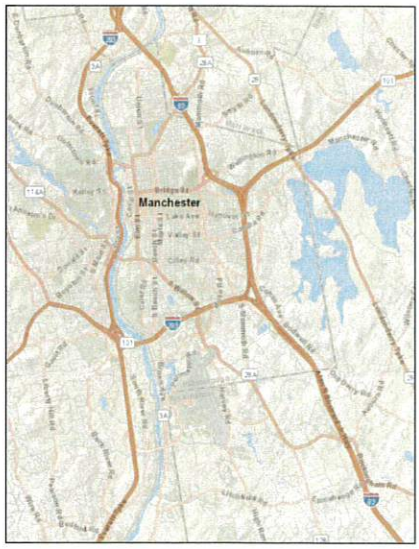
For the resource areas identified below, indicate potential direct and indirect impacts from proposed project activities and specify proposed measures to mitigate probable impacts. Direct impacts are caused by the proposed action and occur at the same time and place. Indirect impacts are those that are caused by a proposed action, but that may occur later in time or farther removed in distance, relative to the primary impacts of the proposed action (40 C.F.R. Section 1508.8) Development induced by the proposed project would be an example of an indirect impact.

1. Affected Area

Describe the general project area, including topography, historic land usages, unique geological features, and economic history. Provide site photographs if available. Identify native vegetation and wildlife found in the project area or its immediate vicinity. Describe the amount and type of vegetation in the project area and indicate the impact to vegetation if removed (e.g., 1.2 acres of early successional native hardwood forest). Identify any designated State and National Parks, National Wildlife Refuges, or National Game Preserves located on or in the vicinity of the proposed project activities. Identify any Wilderness Areas, as designated or proposed under the Wilderness Act, or wild or scenic rivers, as designated or proposed under the Wild and Scenic Rivers Act, or other lands protected under state or federal law that are located on or in the vicinity of the proposed project activities.

1. Please describe any direct effects
2. Please describe any indirect effects

The grant project would occur at the Manchester-Boston Regional Airport, commonly referred to as Manchester Airport—a public use airport located three miles south of the central business district of Manchester, New Hampshire, on the border of Hillsborough and Rockingham Counties. The airport lies in two communities, Manchester and Londonderry. The project site is centrally located on existing airport property at 175 Ammon Drive in the northern-most portion of the passenger terminal area. Land uses surrounding the airport would not be affected.



Airport Vicinity Map

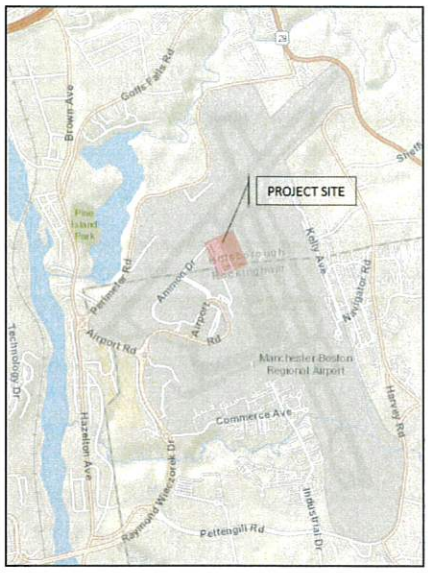
The project scope reuses or repurposes existing airport facilities and infrastructure.

The 15-acre project site includes the former passenger terminal building (underutilized), an adjacent long-term parking lot (closed), and airfield pavement used occasionally for aircraft parking. The affected terrain consists of topographically high, previously disturbed land mapped as Urban soils. The entire project site is covered with buildings and pavement, except for an airfield drainage swale consisting of turf grass that is actively managed and mowed on a regular basis. No water resources are present. Except for the turf grass, no ecological resources or habitat value is associated with the project site. No historic/cultural resources have been identified in the project area. Aerial photographs of the airport and the project site are provided in **Attachment C**.

The existing NEPA regulations require federal agencies to evaluate three types of effects in environmental reviews: (i) direct effects, which are "caused by the action and occur at the same time and place;" (ii) indirect effects, which are "caused by the action and are later in time or farther removed in distance, but are still reasonably foreseeable;" and (iii) cumulative effects, which result from "the incremental impact of the action

when added to other past, present, and reasonably foreseeable future actions regardless of what agency (federal or non-federal) or person undertakes such other actions."

The potential for project-induced direct, indirect, and cumulative effects to occur is discussed in Section C of this report. The findings are summarized below. **Direct effects** include:



Project Location Map

- Loss of 8,125 square yards of turf grass that would be converted to pavement for the apron expansion, in accordance with federal/state water quality permit requirements.

- Short-term, temporary increases in air, noise, and water pollution, hazardous waste disposal requirements, and construction traffic volume, that would diminish as the project nears completion.

Indirect effects include:

- A nominal increase in stormwater runoff and discharge to receiving waters, in accordance with federal/state water quality permit requirements.

- A nominal increase in municipal solid waste collection and disposal requirements that would <u>not</u> impact the useful life of disposal facilities.

- A nominal increase in the use, management, and disposal of hazardous materials and waste, in accordance with federal, state, and local laws and regulations for hazardous waste compliance.

- A nominal increase in potable water consumption and sanitary wastewater discharge that would <u>not</u> exceed the capacities of the current resources or infrastructure.

- A nominal increase in traffic volume that would <u>not</u> require improvements or changes to any existing roadways or traffic patterns, or substantially reduce levels of service on the roadways.

- A nominal increase in air emissions from aircraft, vehicles, and ancillary facilities and equipment that would <u>not</u> affect New Hampshire's air quality attainment status.

- A nominal increase in aircraft operations that would <u>not</u> cause a significant increase in noise levels in the surrounding community.

It is also worth noting that MHT is a major contributor to the local and regional economies. For example, the airport generates **direct** economic benefits related to on-airport businesses and tenants, as well as **indirect** benefits associated with off-airport visitor-related expenditures. These benefits generate a ripple effect (multiplier) which increases employment and the output of goods and services in the state's economy. The total economic impact of MHT is the sum of all direct, indirect, and multiplier impacts. As shown in the table (above), the Manchester Airport supports thousands of jobs and pumps hundreds of millions of dollars into the economy each year.

Economic Contribution of Manchester Airport	
Total Employment (Jobs)	7,018
Total Payroll	$268.13 million
Total Output	$832.22 million
Total Tax Revenue	$23.73 million

Source: <u>2015 New Hampshire Individual Airport Summary Report for Manchester-Boston Regional Airport</u>. Prepared by the NHDOT Bureau of Aeronautics.

The potential economic impact of the grant project has not been determined, but it is reasonable to assume that the project-induced direct effects (additional jobs, payroll, tax revenue, etc.) and indirect effects (additional business-to-business activities and consumer spending caused by the direct effects) would contribute substantially to the local economy. Not to mention, it is well established that every dollar invested in vocational schools, education, and training creates a positive downstream economic benefit for the community.

2. Coastal Zones

Indicate whether the project is located within a designated coastal zone subject to the Coastal Zone Management Act. Information on coastal zone boundaries is available on the NOAA's website. Identify any shorelines, beaches, dunes, or estuaries within or adjacent to the project site(s) and explain how the proposed project is consistent with the state's Coastal Zone Management Plan. If state concurrence is required, identify the state's Coastal Zone Management Agency.

No coastal resources affected.

New Hampshire is a coastal state with 225 miles of tidal rivers, estuaries, and Atlantic coastline. The New Hampshire Coastal Program is one of 34 federally approved coastal programs authorized under the Coastal Zone Management Act of 1972 and is administered by NHDES. The airport, however, is located 30 miles inland. Agency resource mapping[2] confirms that the airport is not located within the coastal zone boundary (see **Attachment D**). Therefore, the grant project would not affect coastal resources. A NHDES coastal zone consistency letter is not required to implement the project. No mitigation measures are proposed.

3. Wetlands

Identify any wetlands within or adjacent to the project site(s). If available, provide an on-site wetland/waters delineation performed in accordance with the 1987 (or current version) USACE Wetland Delineation Manual, as amended. Provide any correspondence from USACE, including any jurisdictional determination or permit documents.

1. Provide a determination of direct and indirect effects including the amount of jurisdictional waters affected by type (e.g. 1.1 acres of palustrine emergent wetlands would be impacted by the proposed project).
2. If any wetlands would be impacted by the project, provide an analysis of alternatives to wetland impact in this section or in the Alternatives to the Project section above.
3. Describe any mitigation plans here or in Section D below.

Also indicate if there are any proposed overwater structures that could impact navigable waters as defined in 33 CFR part 329.

If wetlands, streams, or navigable waters may be impacted, it is recommended that Applicants contact USACE concerning any jurisdictional waters resources.

No wetlands affected.

Agency resource mapping[3] indicates there are no wetlands, streams, or navigable waters located within or adjacent to the project site. The nearest wetland is a freshwater/forested shrub complex located approximately 1,000 feet northeast of the project site, on the opposite side of Runway 17-35 and Taxiway H (see **Attachment E**). No wetland areas would be affected by the grant project. No federal/state wetland permits are required to implement the project. No mitigation measures are proposed.

[2] NH Coastal Viewer (NHDES).

[3] USFWS National Wetlands Inventory, Wetland/Projects Mapper.

4. Floodplains

Please state whether the project is located within a mapped 100- or 500-year floodplain. Provide a FEMA floodplain map (with the map number and effective date) displaying the project location and boundaries, existing and proposed project components, and location of all sites and/or companies benefiting from the proposed project. The document should be of sufficient clarity for adequate interpretation of the applicant's intentions.

Floodplain maps can be viewed and printed from FEMA's website. If FEMA floodplain maps do not exist in the project area, provide a letter from a Professional Engineer regarding the presence or absence of a 100-year floodplain.

i) Describe direct and indirect effects to 100-year floodplains, if any.
ii) If any 100-year floodplains would be impacted by the project, provide an analysis of alternatives to floodplain impact in this section or in the Alternatives to the Project section above.
iii) Indicate whether the Applicant's community participates in the National Flood Insurance Program.
iv) Indicate if a critical action (e.g., emergency response facility, hospital, wastewater treatment plant) is being located within the 500-year floodplain.

No floodplains affected.

A floodplain is generally a flat area of land next to a river or a stream that is prone to flooding. Agency resource mapping[4] indicates there are no floodplain areas located within or adjacent to the project site (see **Attachment F**). The nearest mapped floodplains are associated with the Great Cohas Brook and Pine Island Pond, which are located approximately one-half mile north and west of the project site, on the opposite side of Runway 6-24. No floodplains would be affected by the project. No mitigation measures are proposed.

5. Climate Change

Identify any current or potential risks to the project due to climate change (e.g., flooding, wildfires, sea level rise, severe weather), utilizing federal resources, including the National Climate Assessment. Describe any steps taken in the planning and design of the project to mitigate those risks, including utilizing federal resources such as the U.S. Climate Resilience Toolkit. Identify any ways in which the project may contribute to future climate risks, such as by increasing flood risks, and any potential measures for mitigating those contributions. Describe any steps taken to reduce the project's immediate and future carbon footprint (e.g., use of renewable building materials, incorporation of energy-efficient design features).

No climate risks are identified; energy efficient design measures are recommended for the hangar building.

The grant project would not have the potential to affect, or be affected by, future climate risks such as warmer temperatures, rising sea levels, or changes in the amount of rainfall. No risk assessment is warranted. No mitigation measures are proposed.

There are several straightforward measures that architects can implement to reduce the immediate and future carbon footprint associated with the aircraft hangar. For example:

South Facing Façade

- Second level cantilevers approximately 6 feet to create extensive shading over the first level fenestration
- Vegetation planted along facade to increase shading
- High performance low-e glazing

[4] Federal Emergency Management Agency (FEMA), National Flood Hazard Layer (NFHL) Viewer.

- High levels of insulation

Roof

- High albedo and high emissivity materials
- North-facing sawtooth brings in natural light
- Orientation plus large surface area is ideal for photovoltaics

Interiors

- Hangar is passively exhausted thru extensive surface area of louvers
- Classrooms and labs are glazed on opposite walls to increase natural lighting
- High efficiency LED lighting fixtures
- Spatial and programmatic flexibility – the use of shared, multi-functional spaces to accommodate various needs and activities
- Spatial and programmatic flexibility – the use of moveable partitions in classrooms to double a room's capacity

6. Endangered Species

Provide a list of all threatened, endangered, and candidate species located in or near the project area, including any proposed development by the beneficiary, and the immediate vicinity. Identify these species' potential or existing habitat, and critical habitat designations in the project area. Identify the potential for direct or indirect impacts on these species. Critical habitat designations, lists of protected species by county, and information on effect determinations are available on the FWS website. The FWS' web-based Information, Planning, and Conservation System (IPaC) may also be useful for the early planning stage of a project. If an Effect Determination or Biological Assessment has been completed for any of the species listed, please provide. Attach any correspondence with FWS that exists related to their proposal. For projects with possible impacts to fisheries and marine/coastal species, provide any correspondence with NMFS.

No critical habitat present; no foreseeable impacts to endangered species.

IPaC was used as a screening tool to search for any known records of threatened or endangered species in the vicinity of the airport (see **Attachment G**). The IPaC response indicates there are two endangered species potentially affected by activities in the project area. They are: (i) Northern Long-eared Bat (Danaus plexippus), and (ii) Monarch Butterfly *(Myotis septentrionalis)*. Potential effects to critical habitat(s) must be analyzed along with the endangered species themselves. According to the IPaC response, no critical habitat is present for either species.

The IPaC response also identified two migratory species potentially affected by activities in this area. They are: (i) Bald Eagle *(Haliaeetus leucocephalus),* and (ii) Prairie Warbler *(Dendroica discolor).* The Bald Eagle is not a Bird of Conservation Concern (BCC) in this area but warrants attention because of the Eagle Act or for potential susceptibilities from certain types of development or activities. The Prairie Warbler is a Bird of Conservation Concern throughout its range in the continental US and Alaska. According to the IPaC response, the probability of presence is three weeks a year for the Bald Eagle, and two weeks a year for the Prairie Warbler. Given that the probability of presence is very low, and there is no suitable habitat for either species, it is reasonable to conclude that the grant project would have no adverse effect on migratory bird species.

A New Hampshire Natural Heritage Bureau (NHB) data request was also submitted to determine whether the project could impact state-listed species of concern. The NHB response indicates there are no recorded occurrences for sensitive species near the project area (see Attachment G). No further consultation with the USFWS or New Hampshire Game and Fish Department is required.

Except for occasional transient species, no federal- or state-listed endangered species are known to occur at the airport. The project site consists of built land covered with buildings and pavement. No critical habitat is present. No direct or indirect impacts to endangered species are likely to occur. No mitigation measures are proposed.

7. Land Use and Zoning

Describe the present formal zoning designation and current land use of the project site and adjacent land parcels. The areas include: the site of construction activities, adjacent areas, and areas affected by the primary beneficiaries. Land uses to be considered include, but are not limited to, industrial, commercial, residential, agriculture, recreational, woodlands, mines/quarries, and open spaces. Please indicate whether the project is located entirely within a city limit.

Identify agriculture land parcels designated as "prime/unique agriculture lands" by the U.S. Department of Agriculture (USDA) under the Federal Farmlands Protection Act or a local equivalent. Additional information may be found at the USDA's Natural Resources Conservation Service website.

No land use impacts or zoning changes would occur.

The airport lies in two communities, Manchester and Londonderry. The northern half of the airport is located within the Manchester city limits and is zoned Industrial.[5] The southern half of the airport is located within the Town of Londonderry and is also zoned Industrial.[6] Most of the project site including the Ammon Building is located within the Manchester city limits. The southern reaches of the project site extend into the Town of Londonderry. Zoning maps are provided in **Attachment H**.

Construction and operation of the grant project is compatible with existing land uses and zoning districts associated with both municipalities. There would be no development impacts to off-airport land uses (i.e., residential, commercial, natural areas, etc.) and/or need to change local comprehensive plans or zoning maps.

Soil types affected by the project are mapped as Urban land. No prime/unique farmlands are present.

8. Solid Waste Management

Indicate the types and quantities of solid wastes to be produced by the project facilities and primary beneficiary. Describe local solid waste collection and disposal methods and the expected useful life of the disposal facility. Indicate if recycling or resource recovery programs are currently being used or will be used in the future.

Solid waste collection and disposal requirements would increase, but the added volume would be nominal, and the effects would be minor.

There would be a temporary increase in solid waste disposal requirements during the construction period followed by an incremental increase in solid waste collection resulting from increased utilization of the Ammon Building and the operation of the proposed hangar building.

Construction debris would be generated by renovation of the Ammon Building, demolition of the existing apron pavement, and construction of the maintenance hangar. The volume of debris would not be inordinate, and the construction contractor would be responsible for using proper disposal methods. After construction, the project-induced municipal solid waste (MSW) would be commensurate with the new/renovated facilities. The airport uses a licensed contractor/hauler for regularly scheduled trash pick-ups, and the agreement would be modified

[5] Manchester, NH, Public GIS Map Viewer (analysis by AECOM).
[6] Town of Londonderry, New Hampshire. Zoning Map, Index and Zoning Districts (2021).

to reflect the new/added location. The contractor (currently Republic Services[7]) would analyze the anticipated waste stream and determine the appropriate mix of commercial recycling services, e.g., paper & plastics, electronics, bulbs & batteries, etc.). The added volume of MSW resulting from construction and operation of the project would be minor. A technical request pertaining to the expected useful life of the receiving facility has been submitted and a response is pending; no adverse impact is expected.

9. Hazardous or Toxic Substances

Describe any toxic, hazardous, or radioactive substances that will be utilized or produced by the proposed project facilities and primary beneficiaries. Describe the manner in which these substances would be stored, used, or disposed. Complete and sign one "Applicant Certification Clause" for each co-applicant (see Appendix A). Indicate if hazardous or toxic substances have been or must be remediated prior to construction, demolition, or renovation. If a recent Phase I or Phase II Environmental Site Assessment has been performed, please provide a copy of the executive summary (a full copy may be requested at a later date).

Hazardous materials and waste would be managed in compliance with federal, state, and local laws and regulations.

EPA's NEPAssist was used as a screening tool to search for any known records of hazardous or toxic material releases in the vicinity of the grant project. According to the EPA's database, there are no federal records associated with the Ammon Building or the project site (see **Attachment I**). In addition, according to NHDES OneStop, there are no open or active remediation projects associated with the Ammon Building or the project site.[8] The original underground storage tanks (USTs) associated with the Ammon Building have been removed and replaced. The current USTs are permitted to operate[9], they are inspected annually, and there is no evidence of any issues or concerns.

No hazardous waste sites or soils contamination are known to exist where the construction activities would occur. Geotechnical investigation and testing would be conducted to determine the physical properties of the soils for development. There is no expectation of encountering petroleum-contaminated soils or groundwater. If preliminary engineering or construction-related activities result in the discovery of previously unknown hazardous substances, the City of Manchester would be responsible for removing and disposing of contaminated media in accordance with state and local laws and regulations for hazardous waste management.

During renovation of the Ammon Building, there is potential to encounter common hazardous materials and wastes, such as asbestos (widely used in building materials such as insulation), polychlorinated biphenyls (PCBs, widely used in electric equipment like capacitors and transformers), and lead (used in ceramics, pipes, and paint). Numerous reasons could generate environmental media or waste that may need to be taken off site for disposal. The City of Manchester would be responsible for ensuring that all construction and demolition contractors and their activities adhere to state and local rules and regulations for hazardous waste compliance.[10]

After construction, aircraft maintenance activities would involve the use, handling, storage, transport, and disposal of regulated hazardous materials and/or wastes. These materials include, but may not be limited to,

[7] Recycling centers, landfills, and transfer stations are specifically designed, licensed, and operated to help ensure proper disposal of trash and other waste products. *See* Republic Services, 2020 Sustainability Report, available online at www.republicservices.com.

[8] It is noted that NHDES records indicate a remediation site, a leaking underground storage tank (LUST), associated with the Ammon Building at 175 Ammon Road, which is also addressed and clarified in the NH DES record. The address given for the LUST is for the Ammon Terminal, which probably represented the airport point of contact, and not the site address. The LUST and subsequent site evaluation involved Hangar 10, located on the northeast ramp, off North Perimeter Road. The Hangar 10 site was remediated, no further action was recommended, and the case was closed in 1996.

[9] NHDES Underground Storage Tank, Permit to Operate, Site No. 199204013, issued October 4, 2019 (see Attachment I)

[10] In New Hampshire, hazardous waste management is guided by state statutes RSA 147-A through RSA 147-D and administrative rules.

paints, solvents, cleaning agents, hydraulic fluids, coolants, and petroleum products such as aircraft fuel, engine oils, lubricants, etc., and associated waste products. The airport is an industrial land use, and there are numerous businesses performing aircraft maintenance activities that involve the use of hazardous materials that generate hazardous waste. If the aircraft hangar is classified as a hazardous waste generator, the City of Manchester would be responsible for ensuring hazardous materials are handled and wastes are managed in ways to protect human health and the environment.[11]

All facilities that treat, store, and/or dispose of hazardous wastes or plan to do so must obtain a Resource Conservation and Recovery Act (RCRA) permit. A RCRA permit is a legally binding document that establishes the waste management activities a facility can conduct and the conditions under which it can conduct them. Permits typically require facilities to develop emergency plans, find insurance and financial backing, and train employees to handle hazards. The permitting agency (i.e., either the State of New Hampshire or the EPA) has the authority to issue or deny permits and is responsible for monitoring the facility. They ensure that the facility is in compliance with the conditions stated in the permit. Depending on the nature and extent of hazardous materials and waste associated with aircraft maintenance performed inside the hangar, a RCRA permit may be required. If so, no difficulties are expected in obtaining a RCRA permit. Compliance with federal, state, and local laws and regulations, applicable permit requirements, and best management practices, provides assurance that the project would not adversely affect human health or the environment.

10. Water Resources

Describe surface and underground water resources at or near the proposed project site(s) and any impacts of the project to these. If groundwater will be used, is the aquifer in overdraft and /or adjudicated? If there will be discharges to surface water, is the receiving surface water body listed on the U.S. Environmental Protection Agency's (EPA) Section 303(d) list of impaired waters? Is a National Pollution Discharge Elimination System (NPDES) permit required for any discharges to surface waters? Indicate if the proposed project is located within an area mapped by the EPA as sole source aquifer recharge area (maps and further information are available on EPA's website). Describe any induced changes in local surface water runoff patterns, and the status of storm water discharge permit processes (if applicable).

No surface water or groundwater resources are present; airport stormwater discharges are strictly regulated; existing NPDES permits would be amended to incorporate the project; no adverse impacts are identified.

Groundwater

No Sole Source Aquifers (or aquifer recharge areas) are located within 50 miles of the airport. No drinking water wells (or wellhead protection areas) are located on the airport. No groundwater will be used for the grant project. According to NHDES OneStop Mapper, no Environmental Monitoring Sites, no Local Potential Contaminated Sources, and no Asbestos Disposal Sites would be affected by the project. The nearest Groundwater Classification Area (GA2) occurs along the north side of the airport. The GA2 classification indicates the presence of potentially valuable stratified drift aquifers; however, areas designated GA2 are not actively managed and there are no land use prohibitions.[12] Per- and polyfluoroalkyl substances (PFAS) may be present in the groundwater, but this would not be a project-related concern.[13]

Geotechnical investigations would be performed during the design process to obtain information on the soil conditions and depth to water table at the project site. Groundwater is not expected to be encountered during construction. A stormwater infiltration treatment system is proposed to collect and treat runoff from the vehicle parking lot, roof drains, and a small portion of the aircraft parking apron, in accordance with federal and state water quality permit requirements. No difficulties are expected in obtaining applicable permits.

[11] Ibid.

[12] NHDES, A Guide to Groundwater Reclassification (2015).

[13] Groundwater in the vicinity of the airport is reported to be affected by PFAS contamination.

Surface Water

No surface water bodies are associated with the project site. The project site is located on topographically high ground and lies within three sub-catchment areas to outfalls that discharge stormwater into receiving waters discussed below. Surface runoff patterns would not change because of the grant project. There would be no production of process wastewater or other industrial discharges (point source pollution) into receiving waters. No deicing activities are associated with the project.

The airport discharges stormwater into a municipal separate storm sewer system (MS4). Surface waters that receive stormwater from the airport are the Merrimack River, Cohas Brook, Little Cohas Brook, South Perimeter Brook, and Pine Island Pond. These receiving waters are identified by the EPA as impaired waters, except for the Merrimack River, which is not listed as impaired (see **Attachment J**). These receiving waters are also designated by the EPA for Existing Uses (Tier 1) which requires the minimum level of protection. There are no stormwater discharges to High Quality Waters (Tier 2) or to Outstanding National Resource Waters (Tier 3).

Stormwater discharges from the airport, including the project site, are monitored for compliance with regulatory requirements. The airport has its own Stormwater Pollution Prevention Plan (SWPPP, EPA Permit Tracking No. NHR053247). The SWPPP complies with the EPA's National Pollutant Discharge Elimination System (NPDES) Stormwater Phase II Program and the 2015 Multi-Sector General Permit (MSGP) for the airport. The NPDES Phase II Program requires certain industrial facilities, including air transportation facilities, to conform to the requirements of the MSGP in order to minimize pollution of stormwater entering water bodies of the United States. The SWPPP includes a description of the airport, potential pollutant sources, stormwater control measures, monitoring requirements, and procedures for taking corrective actions (should any condition be discovered that requires a corrective action).

The potential for water quality degradation would be greatest during the construction period when topsoil is exposed, thereby making it more susceptible to erosion that can cause or contribute to increased sediment loading on downstream receiving waters. Construction phase activities involving earth disturbance must comply with NPDES requirements. NHDES regulates the NPDES permit program in New Hampshire. According to the *NH Stormwater Manual,* an Alteration of Terrain (AoT) Permit is required whenever a project proposes to disturb more than 100,000 sf of contiguous terrain.

Development within the airport is currently permitted under several NHDES AoT permits that are issued to address the control and treatment of stormwater from large projects. It is likely that the grant project would require amendment of AOT Permit AOT-1355 to address the proposed changes to impervious area (see Attachment J). The estimated area of disturbance is 625,300 square feet; of which, 73,125 square feet (8,125 square yards) is new (additional) impervious cover. The City is proposing multiple projects at the airport and NHDES may request that those projects be consolidated in permitting, where feasible, thus discussion with NHDES AoT staff will be necessary as design progresses.

After construction, no new land use or activity would be introduced that is likely to increase stormwater pollution concentrations when compared to existing conditions. The airport has a current NPDES Permit for the discharge of storm runoff and a Spill Prevention Control and Countermeasures (SPCC) plan to help prevent spills as well as to control a spill should one occur. The airport's NPDES permit and SPCC plan would be amended as necessary to reflect construction and operation of the grant project. No difficulties are expected in amending the applicable permit. Compliance with NPDES permit requirements, including temporary permits for construction and an approved post-construction stormwater management plan, provides reasonable assurance that potential water quality impacts would be avoided or otherwise minimized to the degree practicable, and that no adverse impacts would be permitted to occur.

11. Water Supply and Distribution System

Indicate the source, quality, and supply capacity of local domestic and industrial/commercial water resources, and the amount of water that project facilities and primary beneficiaries are expected to

utilize. Note whether the water that is being supplied is in compliance with the Safe Drinking Water Act, and if not, what steps are being taken to ensure compliance.

No water supply issues or concerns are anticipated.

The airport obtains domestic water from Manchester Water Works (MWW), and the Ammon Building obtains its domestic water from the airport. Under the authority of the Safe Drinking Water Act, the EPA requires MMW to assess local water quality each year and distribute a Consumer Confidence Water Quality Report. According the EPA's ECHO database, from Oct. 31, 2018 to Dec. 31, 2021, MWW had 0 violations of the Safe Drinking Water Act (see **Attachment K**).

MWW obtains its water from the Lake Massabesic Watershed, the nearest point of which is approximately three miles north and east of the airport. The lake covers over 2,500 acres in Manchester and Auburn, NH, has a storage capacity of 15 billion gallons, and serves and as the drinking water supply for over 159,000 people in the regional Manchester area. According to NHDES resource mapping, there are no Public Water Supply Wells or Wellhead Protection Areas on airport property. The airport is not within the Source Water Protection Area or the Water Supply Intake Protection Area, that is associated with the Lake Massabesic Watershed.

Whole building water consumption is addressed in the corresponding Engineering Study. The PER indicates that the existing 12-inch water main in this area has enough capacity (volume and pressure) to service end-uses associated with the existing Ammon Building and the proposed aircraft hangar. This includes all plumbing fixtures as well as fire protection requirements. No upstream utility infrastructure improvements would be needed to accommodate the project.

12. Wastewater Collection and Treatment Facilities

Describe the wastewater treatment facilities available for processing the additional effluent including usage by the beneficiary(s). Indicate design capacities and current loading (both daily average and peak), and adequacy in terms of degree and type of treatment required. Describe all domestic class or process wastewater or other discharges associated with the proposed project facilities and its primary beneficiaries, and the expected composition and quantities to be discharged either to a municipal system or to the local environment. Indicate all discharges that will require on-site pre-treatment. Note whether the wastewater treatment plant is in violation of the Clean Water Act, and if so, what steps are being taken to ensure compliance. If local treatment and sewer systems are or will be inadequate or overloaded, describe the steps being taken for necessary improvements and their completion dates.

No wastewater treatment issues or concerns are anticipated.

The City of Manchester owns and operates a publicly owned treatment works (POTW), including a wastewater treatment facility (WWTF), that serves the City of Manchester and portions of Bedford, Londonderry, and Goffstown, New Hampshire and approximately 155,000 people. The wastewater collection system tributary to the treatment plant has six interceptors totaling over 23 miles in length, 11 pump stations, four inverted siphons, 13 miles of force mains, approximately 385 miles of sewer pipe (of which 45 percent are combined sewers), 15 combined sewer overflow (CSO) outfalls, and over 10,000 manholes.[14] Pursuant to the City's National Pollutant Discharge Elimination System (NPDES) permit, Manchester's sewer collection system is authorized to convey wastewater to the WWTF for treatment and discharge to the Merrimack River, and, when capacity in the system is reached, to discharge through CSO outfalls into receiving waters including the Merrimack River, Piscataquog River, Ray Brook and Tannery Brook.[15]

[14] City of Manchester, N.H. Clean Water Act Settlement Sheet (EPA, July 13, 2020).
[15] Ibid.

Th WWTF is not currently in violation of the Clean Water Act; however, the City of Manchester is operating under two, 20-year consent decrees: one for two of its CSOs and the other for phosphorus loading in its effluent. The City is in the process of developing a Long-Term Control Plan (LTCP) to come into compliance with the CSO consent decree and is working on a project to separate solids at the WWTF to come into compliance with the phosphorus loading consent decree.[16] More information is available in **Attachment L**.

Project-related sanitary sewer requirements are addressed in the Engineering Study, which indicates that the existing 12-inch pipe located in Ammon Drive has enough capacity to service the renovated Ammon Building and the aircraft hangar. The facilities are not anticipated to produce any process wastewater. No downstream utility infrastructure improvements would be needed to accommodate the project. The flow is expected to be primarily domestic, except for a floor drain system in the hangar with two oil-water separators to handle potential spills before they reach the City's collection system. A SPCC plan would be prepared for the new facility, and it would be monitored for compliance with the City of Manchester's Industrial Pretreatment Program.

13. Environmental Justice (Executive Order 12898)

Describe whether the proposed project will result in disproportionate adverse human health or environmental impacts relative to minority and low-income populations. Sufficient detail should be provided to enable EDA to determine whether the project will comply with Executive Order 12898.

No EJ communities affected.

The project site is located on existing airport property. No direct or indirect adverse effects would occur off-airport property. Although many communities in the metropolitan area are environmental justice (EJ) communities with large numbers of minority and low-income residents, no such communities would be disproportionally burdened by the grant project.

14. Transportation (Streets, Traffic and Parking)

Briefly describe the local street/road system serving the project site(s) and describe any new traffic patterns that may arise because of the proposed project. Indicate if land use in the vicinity, such as residential, hospital, school, or recreational, would be affected by these new traffic patterns. Indicate if any existing capacities of these transportation facilities would be exceeded as a direct or indirect result of this project implementation, particularly in terms of car and truck traffic, and what the new Level of Service designation would be.

The project would not disrupt local traffic patterns or substantially reduce the level of service of roads serving the airport or its surrounding communities.

The project site is located at the intersection of Green Drive and Ammon Drive, both of which are served by Airport Road, which serves the passenger terminal area. The terminal area is served by US Route 3/FE Everett Turnpike to Exit 13 (Raymond Wieczorek Drive). Access/egress to the project site utilizes these existing roadways. No new roadways, changes to existing traffic patterns, or road closures would be required to implement the project.

Traffic data for the Town of Londonderry indicates that Airport Road (west of Ammon Road) carries 10,000 cars per day (see **Attachment M**).[17] The current configuration of Airport Road carries two lanes in each direction with exclusive turn lanes (both right and left) as needed from the roundabout through the corridor past Ammon Drive towards the terminals. The existing geometry of the roadway and lane configuration allows Airport Road to perform at a high level of service and with little to no delay.

[16] Engineering Study, Aviation Education Facility. Prepared by Hoyle Tanner (February 2022).

[17] Southern New Hampshire Planning Commission, Traffic Count Web Map (2017 AADTs).

Raymond Wieczorek Drive connects Airport Road to US Route 3/FE Everett Turnpike to Exit 13. The interchange is relatively new, completed circa 2011. Traffic data for the Town of Londonderry indicates that Wieczorek Drive (West Perimeter Road North of Commerce Ave) also carries 10,000 cars per day.[18] See Attachment M. Raymond Wieczorek Drive carries two lanes in each direction with exclusive lanes for slip ramps as needed to connect to Roundstone Drive, Pettingill Road, East Point Drive, South River Road, and the turnpike. The existing geometry of the roadway and lane configuration allows Raymond Wieczorek Drive to perform at a high level of service and with little to no delay.

The grant project would increase traffic volumes on Airport Road and Wieczorek Drive. For a junior/community college facility (ITE Land Use 540), the vehicle trip generation rate for an average weekday is 20.25 per 1000 sf of gross floor area (GFA).[19] For the proposed 138,500 sf hangar/education facility, the calculation for additional traffic generation is as follows:

138,500 / 1,000 = 138.5; 138.5 * 20.25 = 2,805 trips per day (~280 trips during the peak hour)

A brief review indicates there is sufficient capacity in the airport roadway system to accommodate the project-induced demand. For example, Airport Road and Wieczorek Drive are signalized highways designed to accommodate up to 1,900 vehicles per hour/per lane, totaling 7,600 vehicles per hour. Traffic data indicates the roads currently carry approximately 10,000 vehicles per day (~1,000 vehicles during the peak hour). As shown below, the baseline demand/capacity ratio is 13.2 percent. With the project, the demand/capacity ratio is 16.8 percent, an increase of 3.6 percent.

Condition	Peak Hour Demand (D)*	Saturation Flow Rate (C)*	D/C Ratio
No-Project (Baseline)	1,000	7,600	13.2%
With Project	1,280	7,600	16.8%
*Vehicles Per Hour	-	-	2.2%

Using this simplified analysis, it is reasonable to conclude that the project-induced traffic volume would have no adverse effect on the local roads. Regarding parking, existing and future parking spaces adjacent to the Ammon Building provide sufficient parking for students, faculty, visitors, etc. Long Term Parking Lot "D" has been closed for several years. Redeveloping Lot "D" for the maintenance hangar would not adversely impact the airport's ability to accommodate the demand for airport parking spaces.

No off-airport land uses would be affected by the grant project. No residential areas, churches, schools, hospitals, or recreational areas would be affected by the grant project. No adverse traffic impacts are anticipated, and no traffic mitigation measures are proposed. Compliance with NHDOT roadway requirements, and Londonderry Township building/zoning codes, provides reasonable assurance that no significant adverse traffic impacts would occur.

15. Air Quality

Indicate types and quantities of air emissions (including odors) to be produced by the proposed project facilities **and its primary beneficiaries,** and any measures proposed to mitigate adverse impacts. Indicate the impact that the project would have on greenhouse gas emissions. Is the proposed project site within an area classified as a "non-attainment" for any criteria pollutants? If so, what are those pollutants? Indicate any local topographical or meteorological conditions that hinder the dispersal of air emissions.

[18] Ibid.

[19] Institute of Transportation Engineers (ITE), Trip Generation Manual 10th Edition, Volume 2 Data, Institutional (Land Uses 500-599).

Net emissions from the project and its beneficiaries are not expected to exceed thresholds established by the EPA for the criteria pollutants.

New Hampshire's air quality status is explained in the NHDES Environmental Fact Sheet presented in **Attachment N**. It states, ***"New Hampshire's air quality currently meets all federal standards.*** *Certain Northeast states, including New Hampshire, are included in the Ozone Transport Region (OTR), and must submit SIPs for the pollutants that form ozone. Former nonattainment areas have maintenance requirements, so they must be considered as part of the overall air quality planning process."*

A variety of air pollution sources are associated with aviation, in general, and at airports, in particular. Mobile sources include aircraft, auxiliary power units (APUs), ground support equipment (GSE), and motor vehicles traveling on and off the roadways. Typical stationary/area sources include heaters, generators, fuel storage tanks, de-icing and anti-icing operations, and paint facilities. Air quality analysis and assessment predicts the additional emissions that a project would cause and examines the effect of the emissions on the air environment. For the purposes of this analysis, project-related air emissions are divided into two categories: "direct" emissions are associated with the (short-term) construction of the project, while "indirect" emissions are associated with the (long term) operation of the project.

Construction Phase (Direct) Emissions

Probable impacts on ambient air quality include mobile source emissions from construction vehicles and equipment, and fugitive dust emissions from earthmoving activities. Construction-induced air emissions cannot be avoided but they can be minimized to help reduce the temporary adverse effects on air quality, if necessary.

Air emissions screening analysis was performed to indicate the types and quantities of direct air emissions. The analysis was conducted using the Airport Construction Emissions Inventory Tool (ACEIT).[20] ACEIT facilitates modeling of airport construction emission scenarios based on the project's construction plan.[21] A Level 1 assessment was prepared using input data that reflects the project type, size, location, and timing. The data used represents construction activities associated with the major elements of the project (hangar, existing apron pavement demolition removal, new pavement construction). The results of the construction emissions analysis are presented in **Attachment N** and summarized in the table below.

	Annual Emissions Net Change (in US Tons)			*De minimis*	
	Construction Phase[1]		Operations		
Pollutant	2023	2024	Phase[2]	Threshold[3]	*De minimis*
CO	8.156	40.729	95.825	100	Yes
Ozone (VOCs)	24.551	3.997	0.894	50	Yes
Ozone (NOx)	3.058	2.954	0.671	100	Yes
SOx	0.458	0.430	0.104	100	Yes
PM2.5	0.121	0.181	0.104	100	Yes

[1] ACRP Report 102: Guidance for Estimating Airport Construction Emissions; ACEIT.
[2] AEDT Ver. 3d; MOVES Ver. 3; AP-42 (5th Ed).
[3] 40 CFR 93.153(b) – threshold rates apply in EPA designated "maintenance" areas and account for Manchester Airport being located inside an Ozone Transport Region (OTR).

[20] Guidance for Estimating Airport Construction Emissions, prepared by the Transportation Research Board, Airport Cooperative Research Program, Report 102 (2014). The guidebook (including the companion ACEIT software) is intended to be used for screening purposes. More detailed analysis may be required for General Conformity purposes.

[21] Using input data derived from the project's construction plan, ACEIT applies default emissions factors derived from EPA-approved emissions models for non-road construction equipment and for on-road vehicles.

As shown in the table above, construction activities would generate emissions of nitrogen oxide (NOx) and volatile organic compounds (VOC), which combine to form ozone in the atmosphere, as well as carbon monoxide (CO), sulfur dioxide (SO2), and particulate matter ($PM_{2.5}$), which contributes to fugitive dust. The construction emissions are compared to the EPA's *de minimis* levels for the project area.[22] The results show that the annual emissions (2023 and 2024) are lower than the *de minimis* levels for all criteria pollutants. Therefore, it can be concluded that emissions from the construction phase would not rise to a level of significance. No mitigation measures are proposed.

Operations Phase (Indirect) Emissions

After construction, additional air emissions would result from the day-to-day operation of the grant project. Mobile source emissions would increase due to added motor vehicle trips to the airport and added aircraft operations associated with the flight school/pilot training. In addition, stationary/area source emissions would be generated by ancillary facilities and equipment (e.g., heater/boiler) associated with the proposed hangar building.

Air emissions screening analysis was performed to indicate the types and quantities of indirect air emissions from mobile and stationary sources. Aircraft emissions are/were analyzed using the FAA's Aviation Environmental Design Tool (AEDT). Emissions from on-road vehicles are/were analyzed using the EPA's MOtor Vehicle Emission Simulator (MOVES). Emissions from the heating system were estimated using EPA's AP-42: Compilation of Air Emissions Factors.

Detailed activity forecasts of vehicle trips and aircraft operations are not available at this stage of the EDA grant process. Conservative assumptions were developed and used to bound the analysis and to compare the results to the EPA's *de minimis* levels for the criteria pollutants. The results of the analysis are presented in Attachment N and summarized in the table above. The results indicate that the net increase in annual emissions caused by the project are lower than the *de minimis* levels for all criteria pollutants. Therefore, it can be concluded that emissions from the operations phase would not rise to a level of significance. No mitigation measures are proposed.

Greenhouse Gas Emissions

Greenhouse gases are also included in the information provided in Attachment N. There are no EPA air quality standards or NAAQS threshold levels for GHGs. These emissions are calculated and disclosed for information purposes only. No mitigation measures are proposed.

16. Noise

Would operation of project facilities or primary beneficiaries' facilities increase local ambient noise levels? If yes, indicate the estimated levels of increase, and the areas and sensitive receptors (e.g., residences, wildlife) to be affected.

Noise levels would not exceed thresholds established by the FAA for land uses in the vicinity of the airport.

The grant project does not involve a change in airport or runway location, a runway extension, runway strengthening, or any other capacity enhancing elements that would permit operations by larger or nosier jet aircraft. The grant project does include a large hangar to be used for aircraft maintenance and storage. The maintenance side of the hangar would be used to stage multiple types of aircraft for extended periods of time. Except for only occasional arrivals and departures, maintenance activities are not expected to generate additional aircraft operations (takeoffs/landings) on a daily

[22] 40 CFR 93 § 153. By design, projects with *de minimis* emissions levels do not individually or cumulatively have adverse effects on air quality.

basis. The remaining space inside the hangar would be used to store up to twelve aircraft used for flight school operations.

The grant project includes allowance for a flight school with a student pilot training program.[23] If a flight school is established, student pilot training would generate additional aircraft operations along the current approach and departure paths and around the local air traffic patterns. Most student pilot training would be conducted using small single-engine aircraft with 2-4 seats; the remaining training would utilize more advanced twin-engine aircraft with 4-6 seats. No jet aircraft or helicopter pilot training is proposed.

The FAA's Area Equivalent Method (AEM) is used to evaluate projects at an airport which result in an overall increase in daily aircraft operations or the use of larger/nosier aircraft, as long as there are no changes to ground tracks, flight profiles, or runway use. If the AEM calculations indicate that the project-induced aircraft activities would result in less than a 17 percent (approximately a DNL 1 dB) increase in the DNL 65 dB noise contour, there would be no significant noise impact and no further analysis is required.

Detailed aircraft activity forecasts for flight school operations are not available at this stage of the EDA grant process. Therefore, conservative assumptions were developed and used to bound the analysis for comparison to the 17 percent threshold. The assumptions, methodology, analysis, and results are presented in **Attachment O** and summarized in the table below.

DNL (dBA) Noise Contour	Baseline Area (No-Project Sq. Mi.)	Alternative Area (With Project Sq. Mi.)	Change in Area (Sq. Mi.)
65	1.0	1.1	2.6%
Source: Federal Aviation Administration, Area Equivalent Method (AEM) Version 7.0d. Analysis by AECOM.			

The results of the AEM noise screening analysis indicate that, with the project, the DNL 65 dB noise contour area increases by 2.6 percent, which is well below the 17 percent threshold. For comparison, the FAA's Aviation Environmental Design Tool (AEDT) was used to validate the results of the AEM. Using the same assumptions for the flight school operations, the AEDT modeling results showed that the largest increase for any point within the DNL 65 dB noise contour was 0.63 dB, well below the 1.5 dB FAA threshold (see Attachment O). On this basis, it can be concluded that the project-induced noise levels would not rise to a level of significance.[24]

17. Permits

Identify any Federal, State, or local permits of an environmental nature needed for the project (e.g., USACE, US Environmental Protection Agency (EPA), Coastal Zone Management/Shoreline Management, Air Quality, State Environmental Policy Act, NPDES) and the status of any such permits. Attach copies of any such permits and all associated correspondence, including the permit applications.

Code search for project compliance with all applicable permit requirements would be conducted during the design phase. Permits for the grant project would include, but are not necessarily limited to, the following:

[23] Although there is no specific plan or proposal for a flight school at this time, it would not be prudent to exclude aircraft noise from this environmental review. The noise analysis included with this document uses conservative assumptions for the number and type of student aircraft, and aircraft takeoffs/landings.

[24] Both the teaching mission, and the flight training mission, could involve electric vertical takeoff and landing aircraft, or eVTOLs. The noise signature associated with eVTOLs is significantly quieter than conventional single- and twin-engine piston aircraft. However, there is currently no FAA-approved methodology for evaluating noise levels generated by eVTOLs. Therefore, eVTOLs were not considered in this noise analysis. If some percentage of the aircraft operations evaluated in this noise analysis were to be performed by eVTOLs, then the predicted noise levels would be less.

- The Applicant must comply with all applicable permits, certificates, and approvals for construction and occupancy of the proposed hangar (a commercial building) in the City of Manchester and the Town Londonderry, including design elements such as civil/site, building, electrical, mechanical, plumbing, etc. Permitting must address requirements of both municipalities. No difficulties are expected in obtaining applicable permits.

- As discussed in Section C-9 of this report, if the proposed hangar building is classified by the EPA as a hazardous waste generator, a Resource Conservation and Recovery Act (RCRA) permit would be required. The NHDES Hazardous Waste Compliance Section ensures that hazardous waste generators adhere to RCRA regulations and New Hampshire's Hazardous Waste Rules. No difficulties are expected in obtaining applicable permits.

- As discussed in Section C-10 of this report, and the corresponding Engineering Study, development within the airport property is currently permitted under several NHDES Alteration of Terrain (AoT) permits that are issued to address the control and treatment of stormwater from large developments. It is likely that the grant project would require amendment of AOT Permit AOT-1355 to address the proposed changes to impervious area (see **Attachment J**). The City is proposing multiple projects at the airport and NHDES may request that those projects be consolidated in permitting, where feasible, thus discussion with NHDES AoT staff would be necessary as design progresses. No difficulties are expected to be encountered.

- As discussed in Section C-10, the airport is currently permitted under the EPA National Pollution Discharge Elimination System (NPDES) Stormwater Phase II Program and a 2015 Multi-Sector General Permit (MSGP). As required by the MSGP, the airport has a current Stormwater Pollution Prevention Plan (SWPPP). See **Attachment J**. The SWPPP would be updated and the MSGP would be modified as needed to incorporate the grant project in compliance with the NPDES program requirements. No difficulties are expected to be encountered.

- As discussed in Section C-12 of this report, the discharge of wastewater to the City's collection system would be monitored by the City of Manchester's Industrial Pretreatment Program. A spill prevention and control plan would be prepared for the new facility; an individual permit would not be required. No difficulties are expected to be encountered.

No other environmental or building permits have been identified at this stage of the grant process.

18. Public Notification/Controversy

Provide evidence of the community's awareness of the project, such as newspaper articles or public notification and/or public meetings, as applicable. If a formal public hearing has been held, attach a copy of the minutes. Fully describe any public controversy or objections which have been made concerning this proposed project and discuss steps taken to resolve such objections.

The project is not controversial on environmental grounds.

Aside from City officials, including representatives of the Manchester Airport, and administrators of the schools collaborating on the vision to establish a teaching airport, the community is generally not aware of the project at this early stage. If an EDA grant is awarded, a public announcement would be made, and the appropriate level of public involvement would be undertaken in accordance with the NEPA process, as determined by the lead Federal agency. Any issues or concerns would be addressed at that time.

No adverse impacts on the built, natural, or social environments are identified in this document. No impacts have been identified on historic/cultural properties, public parks or recreation areas, wetlands, floodplains, or any other environmental resources protected by federal laws that contain specific requirements for public involvement. Aircraft overflights and noise would not be introduced over previously unaffected areas. No off-airport land uses would be adversely affected by the construction or operation of the grant project. Airport projects of this type are normally <u>not</u> controversial on environmental grounds. Public information meetings can

be helpful in developing community support for a project, and as a means for addressing any previously unknown issues or concerns. Barring unforeseen circumstances, a formal public hearing would not normally be necessary.

19. Cumulative Effects

Please list projects (public and private, whether or not directly related to the proposed project described above) that have occurred or will occur in the past, present, and reasonably foreseeable future in and around the project area that could result in significant cumulative impacts when considered in aggregate with the proposed EDA project. Cumulative impacts result from the incremental impacts of a proposed action when added to other past, present and reasonable foreseeable future actions (40 C.F.R. Section 1508.7). In other words, cumulative impacts can result from individually minor but collectively significant impacts. Based on the direct and indirect impacts identified in Sections C1-18, identify which resources, ecosystems, and human communities are affected; and which effects on these resources are important from a cumulative effects perspective.

The geographic scope for this evaluation covered the project site, the entire airport property, and properties adjacent to the airport. The timeframe for evaluation included projects completed in the past five years, ongoing projects, and future projects planned or programmed to be underway in the next five years, regardless of the agency/project sponsor. The list of projects considered is provided in **Attachment Q.**

Past Projects (2017-2021)

Approximately 25 projects have been undertaken in the past five years including airside, terminal, and landside improvements. These are generally routine projects, except for the new multi-tenant air cargo facility that broke ground in 2021, adjacent to the site proposed for the grant project. No potentially significant environmental issues or concerns are associated with the past projects. No difficulties were reported in obtaining the requisite permits and approvals for development. No major projects are reported to have been developed in areas adjacent to the airport.

Ongoing Projects (2022)

Two projects are ongoing. Site preparation for the air cargo facility is substantially complete, and construction will be underway this year. The project includes the cargo building/warehouse, aircraft parking apron, auto parking, and access roadway improvements. The other project is being undertaken by an airport tenant and involves the installation of new fuel storage tanks. No major projects are reported to be underway in areas adjacent to the airport.

Future Projects (2023-2027)

Future projects to be undertaken at the airport include additional airside, terminal, and landside improvements. These are generally routine projects, except for completion and occupancy of the air cargo facility. One major project is being considered for development west of the airport. The Nashua-Manchester Passenger Rail (Capitol Corridor) Project extends the Massachusetts Bay Transportation Authority (MBTA) Commuter Rail service 30 miles from Lowell, Massachusetts to Manchester, New Hampshire. The proposed service will use approximately 10 miles of MBTA railway from Lowell, MA to Nashua, NH, and 20 miles of MBTA trackage rights on Pan Am Railways (Pan Am) Northern Branch northward into Manchester. The proposed project includes a Manchester Airport station stop with potential shuttle service to the airport passenger terminal building. The project is currently in the development phase. Key steps to be completed in 2022-2023 include preliminary design engineering, State and Federal environmental review and development of the financial plan in 2023. If approved, the next steps would include final design, bidding and awards, followed by construction phases of the project.

Evaluation

Direct and indirect effects of the grant project are summarized in **Section 1** of this report. No adverse impacts are identified. Where potential impacts could occur, the environmental risks or severity of the impacts would be minor. However, the importance of a small-scale impact must be considered in the context of the local area, not dismissed because it does not have impacts on larger areas. The following resource categories were identified for additional cumulative effects assessment.

- Air Pollution. New Hampshire's air quality is improving. NHDES recently determined that NH is attainment for all criteria pollutants, and that air quality regulations are in place to maintain attainment status. Construction and operation of the grant project would introduce additional emissions into the atmosphere. Emissions from the construction phase, and the operations phase, were evaluated and demonstrated to be *de minimis*. By design, projects with *de minimis* emissions levels do not individually or cumulatively have adverse effects on air quality.

- Noise. Aircraft overflights and noise in the vicinity of MHT have declined substantially over the past fifteen years. Fewer aircraft operations mean less noise. In the future, aircraft activity at the airport is expected to recover slowly, led by increases in passenger and cargo airline operations. In addition, the grant project includes the potential for a flight school with pilot training, which would also increase aircraft operations. The project-induced noise levels were evaluated and determined to be well below the established FAA's significance threshold for noise. Given the noise levels generated by jet aircraft operating daily, the incremental increase in noise generated by the smaller airplanes used for pilot training would be minor by comparison.

- Water Pollution. Storm runoff discharged from the airport effects receiving waters, and most of those receiving waters are identified as impaired. If the grant project is implemented, construction and operation of the grant project would increase storm runoff. Runoff from construction areas would be managed in compliance EPA/NHDES permit requirements. NHDES is primarily concerned about the runoff from aircraft deicing operations. No deicing activities are associated with the grant project. Therefore, runoff from the grant project would not cause or contribute to the effects of deicers in runoff from the airport.

The remaining impact categories were also considered. No cumulative effects issues or concerns were identified that warrant further evaluation. Temporary construction impacts notwithstanding, no adverse environmental consequences are identified with the grant project. No environmental resource category has been identified as potentially vulnerable to the cumulative effects of airport development and/or operations, except for water quality. Because no potentially significant adverse effects have been linked to the grant project evaluated in this report, it is unlikely that the incremental impact of the grant project would cause or contribute to a potentially significant adverse impact on the environment when added to any past, ongoing, or future projects at or near MHT. No further evaluation is recommended.

D. MITIGATION

Describe methods to be employed to reduce impacts to any and all adverse impacts identified in Section C. List all mitigation measures that would be implemented to minimize impacts to environmental resources from project implementation.

No mitigation measures are proposed.

No adverse impacts are identified in Section C. Environmental permit requirements and best management practices notwithstanding, no mitigation measures are needed to reduce potentially significant adverse environmental effects below a threshold level in order to avoid a significance determination. For the purposes of determining the impact level that this project would have on the environment, the environmental consequences described in Section C of this report are "unmitigated." Although no specific mitigation measures are included, the City of Manchester, and the Manchester Airport, are committed to implementing the grant project in accordance with all applicable

environmental laws, regulations, policies, and permit requirements. In addition, environmental best management practices would be considered and incorporated whenever practicable.

E. LIST OF ATTACHMENTS

The following checklist is a list of required and optional attachments to the Environmental Narrative as described in the sections above. The items listed in the optional section may be required by EDA at a later date to complete the project review and selection process, so it is recommended that you provide them now if they are currently available. While the documents listed below are the most frequently required for scoping determinations, EDA reserves the right to request additional items that are not listed below when necessary.

Applicants are not required to contact other governmental agencies for environmental or historical resources consultation until directed by EDA, though any interagency coordination letters that may be currently available should be provided. **EDA expects that all Applicants whose projects are selected for further evaluation will proceed with consultations in an expeditious manner. As such, Applicants should have the required information prepared for submission immediately upon notification of selection by EDA.** If you determine prior to application that your project may affect environmental or historical resources, you may contact the appropriate Regional Environmental Officer to determine if early interagency consultation is appropriate.

Attachment A: Project Site Plan and Renderings
Attachment B: Historic/Cultural Resources
Attachment C: Affected Environment
Attachment D: Coastal Resources
Attachment E: Wetlands
Attachment F: Floodplains
Attachment G: Endangered Species
Attachment H: Land Use (Zoning Maps)
Attachment I: Hazardous Materials and Waste
Attachment J: Water Resources
Attachment K: Water Supply
Attachment L: Wastewater Collection and Treatment Facilities
Attachment M: Transportation
Attachment N: Air Quality
Attachment O: Noise
Attachment P: Permits
Attachment Q: Cumulative Effects

Appendix A: Applicant Certification Clause

The applicant represents and certifies that it has used due diligence to determine that the description of the project site described herein is accurate with respect to the presence or absence of contamination from toxic and hazardous substances. The term "site" includes the entire scope of the project, including future phases of the project and all areas where construction will occur.

1. Is the site currently, or has it in the past 50 years, been used for any of the following operations or activities:

a. Generation of hazardous substances or waste?
_____ Yes __X___ No

b. Treatment, storage (temporary or permanent), or disposal of solid or hazardous substances or waste?
_____ Yes __X___ No

c. Storage of petroleum products?
_____ Yes __X___ No

d. Used/waste oil storage or reclamation units?
_____ Yes __X___ No

e. Research or testing laboratory?
_____ Yes __X___ No

f. Ordinance research, testing, production, use, or storage?
_____ Yes __X___ No

g. Chemical manufacturing or storage?
_____ Yes __X___ No

h. Weapons or ammunition training, use, or testing?
_____ Yes __X___ No

i. Iron works/foundry?
_____ Yes __X___ No

j. Railroad yard?
_____ Yes __X___ No

k. Industrial or manufacturing operation?
_____ Yes __X___ No

If any of the above operations ever occurred at the site, and if appropriate cleanup or other mitigation actions were performed in accordance with the local, State, and federal laws, please attach documentation of these actions.

Appendix A: Applicant Certification Clause

2. Do wells draw from an underlying aquifer to provide the local domestic water supply?
   _____ Yes __X___ No

3. Has a federal, State, or local regulatory authority ever conducted an environmental assessment, environmental impact statement, or a preliminary assessment/site inspection, or similar environmental surveyor inspection report at the site? If yes, please list here and attach copies of these reports or results.
   _____ Yes __X___ No

   1)
   _____
   2)
   _____
   3)
   _____
   4)
   _____
   5)
   _____

4. Have any environmental or OSHA citations or notices of violation been issued to a facility at the site? If yes, please attach copies.
   _____ Yes __X___ No

5. Have any unauthorized releases of hazardous substances occurred at any facility at the site which resulted in notification of the EPA's National Response Center?
   _____ Yes __X___ No

6. Is any material containing asbestos or lead paint located at the site? If yes, please attach information concerning State and federal regulatory compliance.
   __X__ Yes _____ No Refer to the Facility Conditions Assessment Report

7. Is there any equipment (electrical transformers, etc.) containing polychlorinated biphenyls (PCB) on the site? If yes, please attach a description of the equipment.
   __X__ Yes _____ No Refer to the Facility Conditions Assessment Report

8. Are there underground or above ground storage tanks on the site? If yes, please attach a detailed description, including the number of underground storage tanks on the site, whether the tanks have been inspected (or removed) and the results of such inspections.
   __X__ Yes _____ No Refer to the Facility Conditions Assessment Report

9. Has the site been tested for radon? If yes, please attach results.
   _____ Yes __X___ No

Appendix A: Applicant Certification Clause

10. Have there been, or are there now any environmental investigations by federal, State or local government agencies that could affect the site in question? If yes, please attach available information.

    _____ Yes __X___ No

The applicant acknowledges that this certification regarding hazardous substances and/or waste is a material representation of fact upon which EDA relies when making and executing an award. EDA reserves the right to terminate any award made in conjunction with the representations contained herein if, at any time during the useful life of the project, EDA becomes aware of the presence of hazardous materials or waste at the site, or that hazardous materials or waste have been inappropriately handled thereon.

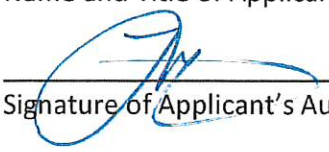
Further, if it is determined at any time that the presence of hazardous materials or waste, or handling thereof, has been misrepresented, EDA may pursue other available legal remedies against the applicant.

MANCHESTER-BOSTON REGIONAL AIRPORT

Applicant's Name

THOMAS J. MALAFRONTE DEPUTY AIRPORT DIRECTOR

Name and Title of Applicant's Authorized Representative



Signature of Applicant's Authorized Representative

2/24/2022

Date

APPENDIX E – STATEMENT OF WORK

STATEMENT OF WORK FOR FIXED BASE OPERATOR AT MANCHESTER-BOSTON REGIONAL AIRPORT

E.1 Leasehold

The successful RESPONDENT shall be assigned the land and facilities totaling approximately 369,496 square feet in "as is" condition for the successful RESPONDENT'S use in the operation of the FBO.[4] The land and facilities assigned herein are as shown on **Appendix C** and collectively referred to as the "Leasehold."

E.2 Rights and Obligations of the Successful Respondent

The AIRPORT grants to the successful RESPONDENT the right and privilege to occupy the Leasehold, together with the necessary rights of ingress thereto and egress therefrom. The successful RESPONDENT agrees to only use the Leasehold for the conduct of the rights expressly granted under the AGREEMENT, any other use shall require the prior written approval of the AIRPORT. At a minimum, the successful RESPONDENT shall meet the standards outlined in **Appendix B,** *Minimum Standards for General Aviation Commercial Operators* (the *Minimum Standards*) at Manchester-Boston Regional Airport to render services at the AIRPORT.

The successful RESPONDENT fees and charges shall be fair, equitable, and not unjustly discriminatory. The successful RESPONDENT shall furnish a schedule of all rates and charges to the AIRPORT upon request.

The successful RESPONDENT rights and obligations include the development and lease of Corporate Hangars and ancillary common use support facilities (i.e. aircraft tie-downs, publicly accessible lobby, etc.). Separate lease agreements between tenants of the Ammon Terminal and the AIRPORT will be assigned to the successful RESPONDENT upon the execution of the AGREEMENT.

E.3 Non-Exclusive Rights and Obligations

The rights and privileges granted under the AGREEMENT are nonexclusive. By entering into the AGREEMENT, the successful RESPONDENT acknowledges that the AIRPORT may enter into separate agreements for similar aeronautical support services on the Airport under similar terms, and that the AGREEMENT is, as of the effective date, for the management and operation of **one** FBO at the AIRPORT. The AIRPORT, at its sole discretion shall determine the number of FBO operations at the AIRPORT.

The successful RESPONDENT shall, in a fair, equal, and non-discriminatory manner, offer the services outlined in the *Minimum Standards for General Aviation Commercial Operators* to general aviation, military, and non-scheduled charter operators ("Operators"). The successful RESPONDENT shall provide services for Operators utilizing aircraft like those presented in this RFP. The successful RESPONDENT shall coordinate with the AIRPORT for aircraft serviced by the successful RESPONDENT which must be parked outside of the Leasehold.

In addition to providing the services outlined in the *Minimum Standards*, the successful RESPONDENT shall provide the following services:

[4] RESPONDENTS are notified that the actual square footage will be determined by a professional land survey conducted by a NH licensed land surveyor on behalf of the successful RESPONDENT and that actual square footage leased may be different than that presented in this RFP. All attempts have been made to ensure the accuracy of the square footage presented, but no representations or warranties are provided.

E.3.1 Assistance to Disabled Aircraft. The successful RESPONDENT shall have the ability to remove disabled aircraft from all operational areas of the Airport within two (2) hours from the receipt of notice from the AIRPORT and approval of the Federal Aviation Administration ("FAA") provided that the successful RESPONDENT may request and may be granted additional time for such removal in scenarios where the aircraft type or the disability is such as to require additional time for the removal. If the successful RESPONDENT fails to remove a disabled aircraft within two (2) hours from the receipt of notice from the AIRPORT and approval of the FAA, or by the time previously agreed to by the AIRPORT; the AIRPORT may assess liquidated damages as detailed in the AGREEMENT. The successful RESPONDENT shall maintain sufficient equipment as provided in the *Minimum Standards* to remove disabled aircraft, including at a minimum; facilities and equipment for removing all aircraft that are handled by the successful RESPONDENT. Additionally, the successful RESPONDENT shall keep staff on duty 24 hours a day, seven days a week, 52 weeks a year that are proficient in removing aircraft that frequently use the FBO.

E.3.2 Aircraft Maintenance. The successful RESPONDENT shall provide routine maintenance and repair of aircraft engines, airframe, aircraft accessories, electronic accessories, and avionics. The successful RESPONDENT shall employ or provide under contract, on a full-time basis, at least one FAA Licensed Airframe and Powerplant Mechanic. The successful RESPONDENT is authorized to sell parts to aircraft operators utilizing the Leasehold or the successful RESPONDENT'S services.

E.3.3 Ground Transportation. The successful RESPONDENT shall, as requested, provide courtesy ground transportation for its customers between publicly accessible points on the AIRPORT and the immediate surrounding areas, utilizing a suitably equipped fleet of vehicles. The successful RESPONDENT shall assist its customers in coordinating and arranging off-Airport ground transportation utilizing service providers authorized and permitted by the AIRPORT to conduct business on the AIRPORT, including chauffeured services, rental cars, and transportation network providers. The successful RESPONDENT shall record the number of trips by trip type (i.e. taxi, limo, hotel shuttle, Uber, Lyft, etc.) to the FBO and remit to the AIRPORT the ground transportation access fees in effect at the AIRPORT at that time.

E.3.4 Collection of Airport Fees. The successful RESPONDENT shall be an agent for the AIRPORT to monitor and record with its own personnel, all aircraft landings, and aircraft parking, on the Leasehold or any other apron areas mutually agreed upon between the successful RESPONDENT and the AIRPORT (i.e. for a temporary overflow aircraft parking area). The successful RESPONDENT agrees to collect such fees for aircraft utilizing the Leasehold and to remit 100% of the fees to the AIRPORT at the sole cost of the successful RESPONDENT.

E.3.5 Air to Ground Communications. The successful RESPONDENT shall maintain an air to ground radio communication service and its own frequency for customer service. The successful RESPONDENT shall maintain a Federal Communications Commission ("FCC") license for its own frequency, and the successful RESPONDENT shall be responsible for the connection to the AIRPORT'S equipment and the successful RESPONDENT'S equipment.

E.3.6 Other Aeronautical Services. The successful RESPONDENT may provide other aeronautical support services as identified in its proposal and approved by the AIRPORT, including aircraft management, ground handling and fueling of non-signatory, non-scheduled air carriers. Prior to providing additional commercial support services, the successful RESPONDENT must provide a written request to the AIRPORT of the services to be provided and the date on which they will commence, pending the AIRPORT'S approval. The successful

RESPONDENT shall provide such notification continually throughout the Term of the AGREEMENT.

E.3.7 Commercial Use Space. The successful RESPONDENT may provide and charge fees for space within the Leasehold for commercial use provided, however, the successful RESPONDENT shall not conduct or permit others to conduct any commercial use from its Leasehold not specifically provided for in the AGREEMENT without the advance written approval of the AIRPORT. The AIRPORT reserves the right to prohibit any activity conducted from the Leasehold, other than the rights and services expressly granted and permitted herein.

In the event any question or dispute arises as to whether the successful RESPONDENT may offer any specific service or category of services on the Leasehold, the successful RESPONDENT may submit a request in writing to the Assistant Director of Properties and Contracts asking that the matter be reviewed. The AIRPORT will review the matter and issue a written decision within (10) business days and such determination shall be considered final in the matter. The successful RESPONDENT shall not offer the service or category of services during the time the AIRPORT is reviewing the matter without the express approval of the Assistant Director of Properties and Contracts. The successful RESPONDENT shall abide by and conform to the decision of the AIRPORT.

All rights and privileges not specifically granted to the successful RESPONDENT in the AGREEMENT shall be reserved to the AIRPORT.

E.3.8 Other Services Request by Airport. The AIRPORT may, from time to time during the term of the AGREEMENT, request the successful RESPONDENT to establish or perform additional services which are required or desired at the Airport and which will not adversely affect the economic viability of the successful RESPONDENT'S operation.

E.4 Exterior Signs

The successful RESPONDENT shall have the right to install and maintain appropriate graphics and identifying signs on the Leasehold, provided that the type, size, design, content, color, location, installation, and operation of such exterior graphics and signs shall be consistent with the surrounding campus. Prior to installation of any graphics or signs, the successful RESPONDENT shall obtain written approval of the AIRPORT. Such approval by the AIRPORT shall not be unreasonably withheld or delayed.

Upon notice from the AIRPORT, the successful RESPONDENT shall promptly and permanently remove any sign or other item on the Leasehold which the AIRPORT deems to be offensive to the public.

E.5 Prohibited Activities

The successful RESPONDENT shall not conduct, or permit the conduct, of the following business activities on or from the Leasehold:

1) Automobile parking services, except parking for the successful RESPONDENT customers and employees in areas designated for such by the AIRPORT; or,
2) Air freight services, except for a very limited small-package service which is incidental to air taxi and air charter operations. Under no circumstances shall the successful RESPONDENT or any of its subcontractors or customers engage in the consolidating of air freight on the Leasehold; or,
3) Scheduled Part 121 air carrier operations; or,

4) Provision of any for-hire ground transportation services, including taxicab, limousine, transportation network companies, and off-Airport shuttle services. The only exception to this is for those services arranged *in advance for the exclusive use* of General Aviation customers; or,
5) The sale or purchase of food and beverage services.

E.6 Subleasing

The successful RESPONDENT may not assign the right to conduct any of the activities listed in the *Minimum Standards*, nor may the successful RESPONDENT sublet space for the conduct of any other commercial activity on the Airport unless:

1) The assignee or sublessee is competent, in the reasonable judgment of the AIRPORT to provide the proposed service with a high degree of skill and competence; and,
2) The assignment or sublease is, in the sole judgment of the AIRPORT, in the best interests of the AIRPORT; and,
3) The assignment or sublease contains the following provision:

   "This Agreement and all rights, privileges, and obligations hereunder shall be terminated upon the termination of the Agreement between the [name of the sublessee or assignee] and [name of the successful RESPONDENT]"; and,

4) The AIRPORT has provided its prior written approval of the assignment or sublease.

Any attempted assignment or sublease by successful RESPONDENT which does not comply fully with the above requirements shall be void and of no effect. Assignments and subleases which comply with the above requirements shall not relieve successful RESPONDENT of any obligation or liability hereunder.

E.7 Definition of General Aviation Operations

General Aviation Operations include:

1) Any operations utilizing privately-owned or corporately-owned aircraft not engaged in the common carriage of passengers, cargo, or freight; or,
2) Aircraft of non-scheduled air taxi, airline, and charter operators; or,
3) Aircraft owned by the United States, foreign military, or any governmental entity that are not authorized by the AIRPORT to provide their own personnel and facilities for fueling and handling services;
4) Any other operations that may be mutually agreed upon, in writing, by the AIRPORT and the successful RESPONDENT.

E.8 Operations, Security, and Safety Requirements

The rights and privileges granted under the AGREEMENT are contingent upon the successful RESPONDENT operating a FBO that is in compliance with all local, state, and federal rules, regulations an orders. By entering into the AGREEMENT, the successful RESPONDENT acknowledges that they will meet or exceed the following:

E.8.1 Personnel. The successful RESPONDENT shall provide personnel in sufficient number and with such qualifications necessary to efficiently serve the public. The successful RESPONDENT shall be responsible for its employees. The AIRPORT will not supervise the successful RESPONDENT'S employees, either directly or indirectly.

E.8.2 Training. Training records of personnel shall be available to the AIRPORT and the Federal Aviation Administration for review and inspection upon request. Personnel shall be trained to be familiar with the successful RESPONDENT business so as to be courteous, informative, and remain in compliance with all local, state, and federal rules, regulations, and orders while remaining helpful to the public.

E.8.3 Investigation. The successful RESPONDENT shall fully cooperate with any Airport, local, state, or federal investigation including but not limited to any investigation of successful RESPONDENT employees, agents, visitors, and assigns.

E.8.4 Security and Safety Requirements. The successful RESPONDENT shall abide by all airfield and other security related requirements established by the Transportation Security Administration ("TSA") and/or the AIRPORT which apply to the successful RESPONDENT and its employees, service personnel, guests, visitors, successful RESPONDENTs, patrons, and invitees. The AIRPORT is required by Transportation Security Regulations, 49 CFR Parts 1540 and 1542, to adopt and put into use facilities and procedures to prevent and deter persons and vehicles from unauthorized access to the Air Operations Area ("AOA"). In accordance with the foregoing, the AIRPORT has developed security requirements for the Airport, and the operations of the successful RESPONDENT at the Airport shall not conflict with the security standards set forth in said requirements. The successful RESPONDENT shall request documentation explaining the security requirements determined by the AIRPORT to be applicable to the successful RESPONDENT.

E.8.5 Airport-Issued Identification Badge. All individuals who apply for access to a restricted area of the Airport must attend a TSA required training session, and successfully pass a security test, prior to receipt of an Airport-issued identification badge and vehicle operator's permit. Submission of fraudulent or intentional false statements may lead to legal enforcement action by the TSA.

E.8.6 Restrict Access to AOA. The successful RESPONDENT shall abide by the AIRPORT approved plans and procedures to prevent and deter persons and vehicles from unauthorized access to the AOA from and through the successful RESPONDENT'S Leasehold in accordance with the provisions of the Transportation Security Regulation, 49 CFR Parts 1540 and 1542, and the security requirements for the AIRPORT. The successful RESPONDENT shall install equipment required by the AIRPORT to prevent unauthorized access to the AOA, as defined in the AIRPORT'S security requirements for the Airport, including but not limited to fencing, cameras, automated access control system (i.e. electronic locks and card readers), or any components to an electronic security system. The AIRPORT will maintain the equipment associated with the security system(s) upon final inspection and acceptance by the AIRPORT.

E.8.7 Positive Control. The successful RESPONDENT is subject to additional security requirements as set forth in Transportation Security Regulation, 49 CFR Part 1540, 1542, and 1544. To meet these requirements, the successful RESPONDENT'S security procedures and facilities at the Leasehold shall ensure positive control which shall prevent the entrance of unauthorized persons and vehicles onto the AOA of the Airport and shall include but not be limited to:

1) Fencing and locked gates; and,
2) Use of the Airport Automated Access Control System where required; and,
3) Visual identification of persons authorized to enter and be present within the AOA; and,
4) Specific measures for escorting persons and vehicles into and within the AOA; and

5) Other facilities and procedures as may be reasonably required.

E.8.8 Vehicle Registration. The successful RESPONDENT'S company vehicles and equipment must be registered with the Airport. Vehicles utilized in restricted areas must meet requirements set forth in the applicable Orders and Instructions for the Airport. Personnel shall be licensed by the AIRPORT prior to vehicle operation on the AOA.

E.8.9 Construction Activity. There must be at least one person with an AIRPORT-issued identification badge with all construction crews performing work on behalf of the successful RESPONDENT. Any successful RESPONDENT conducting work for the successful RESPONDENT and who works unescorted in a restricted area of the AIRPORT must have an Airport-issued identification badge.

If a construction crew fails or refuses to promptly comply with the security and safety requirements, the AIRPORT may issue an order stopping all or part of the work until the successful RESPONDENT has taken satisfactory corrective action.

E.8.10 Fuel Quality. The successful RESPONDENT in all its aircraft fueling activities at the AIRPORT shall perform comprehensive fuel quality control procedures which will assure compliance with all federal and state regulations, and the successful RESPONDENT shall perform the aviation fuel quality controls in accordance with its then-written aircraft fueling and quality control procedures. The successful RESPONDENT shall provide a copy of its aviation fuel quality control procedures, and all revisions thereto, upon the request of the AIRPORT. The successful RESPONDENT shall also provide a comprehensive plan to address fuel and other potential spills associated with general aviation aircraft activity.

E.8.11 Accident or Incident on Leasehold. The successful RESPONDENT shall immediately notify the AIRPORT regarding any accident or incident resulting in damage to the Leasehold property, AIRPORT property, private property, significant damage to an aircraft, or a personal injury requiring immediate medical attention by Londonderry Police Department, Londonderry Fire Department/EMS, or Airport Rescue and Firefighting ("ARFF") personnel. Further, successful RESPONDENT shall immediately notify the AIRPORT of any report, discovery, or investigation of any fraud or theft.

The successful RESPONDENT shall also submit a written report to the AIRPORT detailing any aircraft incident, accident, or police investigation within forty-eight (48) hours as measured from the time of the aircraft incident, accident, or commencement of a police investigation.

E.8.12 Damage Reports. In all instances where AIRPORT property and/or equipment is damaged by the successful RESPONDENT, it's employees, or it's subcontractors, the successful RESPONDENT shall submit a full report of the fact and extent of such damage, in writing, to the AIRPORT within 24 hours of the occurrence.

E.9 Maintenance of the Leasehold, Utilities, and Correction of Deficiencies

The successful RESPONDENT shall, at its own expense, provide the necessary management and labor to perform and complete general and structural maintenance service upon structures, aprons, paving, utilities, grounds, and facilities located upon the Leasehold during the term of the AGREEMENT. In particular:

E.9.1 General. The successful RESPONDENT shall perform all servicing, inspection, maintenance and repair, including structural repair, on a continuous basis throughout the term

of the AGREEMENT of all capital investments and fixed improvements on the Leasehold including the exterior and interior of the FBO terminal and hangars including the hangar doors and all mechanical equipment associated therewith; all heating, air conditioning, ventilation and exhaust systems; fire suppression systems, fire alarm systems, and water distribution systems; door locks; furnishings; all glass, flooring, partitions, interior walls and tenant installed security and alarm systems, public address and CCTV systems; elevators and associated equipment; all electrical equipment and systems to include switchgear, transformers, primary switches, and exterior and interior lighting on both the airside and landside; quarterly cleaning of oil/water separators, all utility systems up to the AIRPORT distribution/collection interface point; pavement and pavement markings; aircraft grounding rods and tie-down devices, and fencing; all entry gates and equipment (electrical and/or mechanical) associated with fencing.

In addition, the successful RESPONDENT shall provide all custodial, trash removal, and snow/ice removal services, grass cutting, landscaping, and maintenance service, equipment maintenance service, and building and parking area upkeep to maintain the Leasehold in good condition and appearance. The successful RESPONDENT shall perform such maintenance at its sole expense and will be subject to monitoring by the AIRPORT to ensure a continuing high quality of appearance and structural condition.

E.9.2 Asset Management Plan. The successful RESPONDENT shall provide to the AIRPORT in Contract Year 1 an Asset Management Plan (the "AMP") for all identified assets and/or systems associated with the Leasehold. The AMP should be updated periodically with deliverables provided to the AIRPORT in Contract Year 10, Contract Year 20, and Contract Year 30. The AMP should be developed and updated by a Professional Architectural and Engineering firm or specialty asset management firm. The AMP should include a Facility Condition Report and database of assets with condition ratings. This AMP shall be provided without cost to the AIRPORT and shall include System Condition Indices (or "SCIs") for all systems on the Leasehold, including but not limited to: building systems such as substructure (where feasible), superstructure, shell, roof, interior construction and finishes, conveying, plumbing, HVAC, electrical, life and fire safety, and site features, including landside and airside pavements. The AMP shall identify any correction actions and establish a 10-year Capital Plan, with updates in each Asset Management Plan update (Contract Years 10, 20, 30, 40 and 50). The Capital Plan should include all identified deficiencies, systems or assets past the ends of their useful lives and assets or systems determined to be not in good repair (i.e., low condition ratings). The Capital Plan should also include all significant capital investments projected for the subsequent 10-year evaluation term, anticipated cost(s), and a plan of finance.

The successful RESPONDENT shall maintain all ramps, driveways, entrances and exits roadways out to Green Drive. The maintenance of the driveways, entrances and exit roadways to Green Drive shall include, but not be limited to, landscaping, snow/ice removal, and trash removal services in these areas. The successful RESPONDENT shall maintain controlled access points to the AOA which are located upon the leasehold. The successful RESPONDENT shall immediately report to the AIRPORT all required maintenance and/or any damage to fencing or access control points. The successful RESPONDENT shall perform all maintenance in accordance with industry standards and subject to AIRPORT'S approval prior to maintenance commencing.

The successful RESPONDENT shall, at a frequency agreed upon with the AIRPORT, conduct "FOD walks" and remove all stones, fuel, oil, grease, debris and all other foreign matter from the Leasehold.

The successful RESPONDENT shall not, do or permit anything to be done, that may interfere with the effectiveness or accessibility of the drainage and sewage systems, fire hydrants and hoses, heat, air-conditioning, electrical systems, and plumbing installed or located within the Leasehold or on the Airport.

E.9.3 Utility Equipment. At its sole expense, the successful RESPONDENT shall keep in a clean, orderly and safe condition and make all repairs, renewals, and replacements to the same when necessary, the following:

1) The exterior and interior of all utility systems on the Leasehold (up to the point of connection to the AIRPORT'S utility distribution lines; including any transformers, pressure reduction valves or other points of connection installed by the successful RESPONDENT),
2) Fuel storage and dispensing system (above ground storage tanks for fuel, submersible pumps, piping, fuel dispensers, and hoses), drains and appurtenances.

The successful RESPONDENT shall provide at any changeover or extension of utilities or extension of new utilities, a service disconnect means (e.g. water valves, gas valve, or electrical disconnect switch) and also public service/utility company grade revenue meters to record the consumption of each type of utility.

The successful RESPONDENT shall:

1) Notify the AIRPORT of fuel storage and dispensing system repairs and maintenance; and,
2) Be responsible for the cost of necessary repairs to any utility service lines when said damage is caused by the successful RESPONDENT, its employees, successful RESPONDENTs, suppliers, agents, or invites; and,
3) Respond immediately to correct any and all problems with the utility systems so as to prevent loss and damage to the Leasehold and AIRPORT property; and,
4) Restore essential services that have been disrupted by a breakdown of systems; and,
5) Eliminate hazards to personnel and equipment.

E.9.4 Landscape. The successful RESPONDENT shall maintain and keep in good order and state of repair all curbs, areaways, and landscaped areas of the Leasehold; make all repairs, renewals and replacements to the same as and when necessary; and keep the same free of unlawful obstructions and safety hazards.

The successful RESPONDENT shall maintain landscaped areas with a professional nursery or landscaping service, or by the successful RESPONDENT'S own staff, providing mulching and replacing shrubs and trees as necessary to maintain the attractiveness of the Leasehold.

The successful RESPONDENT shall keep all grass mowed, and shrubbery and other plantings pruned, trimmed, and maintained to high standards. The successful RESPONDER agrees that any trees or shrubbery will be maintained to prevent the attraction of wildlife and maintain compliance with FAA design standards (i.e. Part 77 imaginary surfaces).

The successful RESPONDENT shall keep all papers and debris picked up from the Leasehold and sweep the pavements and provide for the removal of all grease and oil residue from pavement surfaces thereon as often as necessary to keep them clean.

E.9.5 Refuse Collection. The successful RESPONDENT shall provide for a complete, proper, timely, and adequate sanitary handling and disposal away from the AIRPORT, of all garbage, trash, debris, and waste materials toxic or otherwise, generated through operation of the Leasehold; and provide suitable covered metal receptacles, approved by the AIRPORT for all garbage, trash, refuse and waste materials on or about the Leasehold. The successful RESPONDENT shall be responsible for providing dumpsters, trash removal service and keeping the area surrounding the dumpsters clean. The successful RESPONDENT shall not store any boxes, cartons, crates, drums or the like on the outside of building(s) or hangar(s) except in the course of normal package parcel delivery and receiving.

E.9.6 Janitorial Services. The successful RESPONDENT shall be responsible for providing janitorial and custodial services within the Leasehold.

E.9.7 Hazardous Material Storage and Removal. The successful RESPONDENT shall not dump any solid or liquid waste matter of any nature on the Leasehold or permit contamination from entering stormwater inlets, sewers inlets, or the AIRPORT'S drainage control systems. The successful RESPONDENT must handle, store, transport, and dispose of Hazardous Materials, further defined in the AGREEMENT, in accordance with any applicable federal, state and local statutes, ordinances, and regulations and the AIRPORT'S approved *Stormwater Pollution Prevention Plan* and *Spill Prevention and Countermeasures Control Plan*.

E.9.8 Storage of Unserviceable Equipment. The successful RESPONDENT shall not use the Leasehold for the storage of any broken or unserviceable equipment, vehicles, or aircraft. The successful RESPONDENT shall remove, or cause to be removed, from the Leasehold, any such equipment, unsightly vehicles, parts, tires, or aircraft not required to be held by the successful RESPONDENT pending completion of an accident investigation or legal proceeding.

E.9.9 Pest Control. The successful RESPONDENT shall be responsible for rodent, bird, and insect control within the Leasehold.

E.9.10 Successful RESPONDENT Fuel Tanks and Fuel Facilities. The successful RESPONDENT shall be responsible, at its own cost and expense, for maintaining and repairing during the term of the AGREEMENT, all fuel tanks, loading and unloading modules, fuel spill containment devices, and oil/water separators located on the Leasehold and shall comply with the requirements set forth in the AGREEMENT. The successful RESPONDENT shall also be responsible at its own cost and expense for the maintenance of the fuel storage and dispensing system(above ground storage tanks for fuel, submersible pumps, piping, fuel dispensers and hoses).

E.9.11 Impact of Construction Activities. The successful RESPONDENT recognizes that from time to time during the term of the AGREEMENT, that it will be necessary for the AIRPORT to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance, and repair on the Airport, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or impair the successful RESPONDENT in its operation at the Airport.

The AIRPORT will coordinate with the successful RESPONDENT during the initial planning and design stages to attempt to mitigate any deleterious impacts to successful RESPONDENT'S operations; however, no liability shall attach to the AIRPORT, its officers, agents, employees, successful RESPONDENTs, subconsultants, and representatives by way of such inconveniences

or impairment, and the successful RESPONDENT waives any right to claim damages or other consideration for such inconveniences or impairment.

E.10 Compliance with Laws; Taxes; Licenses and Building Permits

The successful RESPONDENT shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations, as well as all AIRPORT rules, regulations, policies, codes, manuals, and orders governing or regulating the Airport and the Leasehold, its use by the successful RESPONDENT, and successful RESPONDENT'S operation under the AGREEMENT now or hereafter enacted. The successful RESPONDENT agrees to take any action necessary to provide for its or the AIRPORT'S compliance with the same.

The successful RESPONDENT shall, at its own cost and expense, procure and keep in force during the term of the AGREEMENT, all necessary licenses, registrations, certificates, and permits.

E.10.1 Safety and Fire Regulations. The successful RESPONDENT shall conduct its operations and activities under the AGREEMENT in compliance with all safety regulations and directives of the AIRPORT and applicable Federal, state, and local laws. The successful RESPONDENT shall procure and maintain such fire prevention and extinguishing devices as required by the AIRPORT and shall at all times be familiar with and comply with the fire regulations and orders of the AIRPORT and authorities having jurisdiction.

E.10.2 Airport Issuance of Rules and Regulations. The AIRPORT shall have the right to prescribe, in its sole discretion, such reasonable rules and regulations that, in the AIRPORT'S reasonable judgment, are necessary or appropriate for the general well-being, safety, security, care, and cleanliness of the AIRPORT.

E.10.3 Compliance with Rules and Regulations by Tenants and Others. The AIRPORT shall, whenever possible, make reasonable efforts to obtain uniform compliance with the AIRPORT'S rules and regulations; however, the AIRPORT shall not be liable to the successful RESPONDENT for any violation or non-observance of such rules and regulations by any user, tenant, concessionaire, invitee, licensee, or trespasser at the Airport nor shall such violation or non-observance by a user, tenant, concessionaire, invitee, licensee, or trespasser at the Airport constitute a waiver of the successful RESPONDENT'S obligation to comply with AIRPORT rules and regulations.

E.10.4 Taxes and Fees. The successful RESPONDENT shall pay all taxes, including any sales or use taxes, license, certification, permit or examination fees and excises which may be assessed, levied, exacted or imposed by any governmental authorities having jurisdiction, on the successful RESPONDENT'S personal property, operations, gross receipts, income, Leasehold interest and any capital investment, or fixed improvements thereon, or on this AGREEMENT and the fees payable hereunder, or on the rights or privileges granted to the successful RESPONDENT. The successful RESPONDENT shall make and file all applications, reports and returns required in connection with any such taxes or fees. The successful RESPONDENT shall have the right to protest such taxes in accordance with the procedures of the applicable jurisdiction.

E.11 Construction on Leasehold

The successful RESPONDENT shall be responsible for taking steps reasonably necessary to preserve and protect conditions which can affect the Leasehold or any area adjacent to the Leasehold at which the work is to be performed ("The Worksite"). This includes, but is not limited to, structures, vegetation, utilities, and property. Any successful RESPONDENT performing work for the successful RESPONDENT shall be responsible for restoring the worksite to conditions in

accordance with the specifications/scope of work and local and Federal regulations, as applicable. Any failure by a successful RESPONDENT performing work for the successful RESPONDENT to do so or to repair damages caused by the successful RESPONDENT will not relieve the successful RESPONDENT from the responsibility for successfully performing the work at no additional expense to the AIRPORT.

Any successful RESPONDENT performing work for the successful RESPONDENT shall keep the worksite clean and free from accumulations of waste materials. Before completing the work, the successful RESPONDENT shall remove from the worksite and the Leasehold any waste, equipment, and materials that are not the property of the AIRPORT or the successful RESPONDENT. Upon completion of the work, the successful RESPONDENT shall leave the worksite in a condition satisfactory to the AIRPORT.

E.11.1 Damage or Loss of Successful RESPONDENT's Property. The successful RESPONDENT is responsible for taking action necessary to protect its supplies, materials, and equipment and the personal property of its employees from loss, damage, or theft.

E.11.2 Correction of Violations or Hazardous Conditions. The AIRPORT shall have the right to inspect the Leasehold as required to ascertain that the facility is in acceptable working order in accordance with the provisions of the AGREEMENT. If the AIRPORT reasonably determines that a condition on the Leasehold is hazardous or potentially hazardous to persons or property it may, either in writing or orally, direct the successful RESPONDENT to correct the condition, and the successful RESPONDENT shall, at its own cost and expense, immediately comply with such directive.

The successful RESPONDENT shall have a cure period of thirty (30) Days from the date of receipt of written or oral notice from the AIRPORT to correct a violation any violations or hazardous conditions except for any condition that poses imminent or immediate threat to the public which must be addressed within seven (7) days from the date of receipt of written or oral notice. Regardless, the successful RESPONDENT must take immediate steps to mitigate any hazardous condition to the public including, but not limited to immediate removal of the threat to public safety or closing the space to public access to reduce the threat to the public safety.

The successful RESPONDENT may request that the AIRPORT approve a longer cure period if the successful RESPONDENT demonstrates that an extension is necessary. If the successful RESPONDENT does not correct the violation within thirty (30) Days, the AIRPORT may, itself, perform or facilitate through a third party such corrections at the successful RESPONDENT'S expense, and the successful RESPONDENT shall pay the AIRPORT associated costs with such corrections, plus a fifteen percent (15%) overhead charge immediately upon receipt of an invoice from the AIRPORT.

E.11.3 Quality of Work. The successful RESPONDENT shall perform all work under the AGREEMENT in a skillful and workmanlike manner. The AIRPORT may, from time to time, make inspections of the work performed under the AGREEMENT. Any inspection by the AIRPORT does not relieve the successful RESPONDENT from any responsibility regarding defects or other failures to meet contract requirements.

E.11.4 Inspection of Capital Improvements. The successful RESPONDENT shall provide and maintain an inspection system acceptable to the AIRPORT covering capital improvements under the AGREEMENT. The successful RESPONDENT shall maintain and make available to the AIRPORT complete records of all inspections and tests performed by the any successful

RESPONDENT performing work for the successful RESPONDENT during contract performance and for as long as the contract requires.

The AIRPORT has the right to inspect and test all capital improvement work called for by the AGREEMENT, to the extent practicable, at all times and places during the term of the AGREEMENT. The AIRPORT shall perform inspections and tests in a manner that will not unduly delay the work and at no cost to the successful RESPONDENT unless such inspection is conducted by the AIRPORT due to neglect or failure of the successful RESPONDENT to perform an inspection required by local, state, or federal rules, regulations, or orders.

If any of the capital improvement work does not conform with contract requirements, the AIRPORT may require the successful RESPONDENT for the successful RESPONDENT to perform the work again in conformity with contract requirements at no increase in contract amount. When the defects in work cannot be corrected, the AIRPORT may require the successful RESPONDENT for the successful RESPONDENT to take necessary action to ensure that future performance conforms to contract requirements.

If the successful RESPONDENT for the successful RESPONDENT fails to promptly perform the work again or to take the necessary action to ensure future performance in conformity with contract requirements, the AIRPORT may perform the work and charge to the successful RESPONDENT for the successful RESPONDENT any cost incurred by the AIRPORT that is directly related to the performance of such work, or terminate the AGREEMENT for default.

E.11.5 Subcontractor Utilization and Subcontractor Payment. The successful RESPONDENT shall remain fully liable and responsible for the performance of its subcontractor successful RESPONDENT(s) and shall ensure subcontractor RESPONDENT compliance with all applicable requirements of the AGREEMENT and any contract between the successful RESPONDENT and its successful RESPONDENT.

The successful RESPONDENT shall require any contractor to pay subcontractors for satisfactory performance no later than thirty (30) days after receipt of a subcontractor invoice. Within five (5) days of a subcontractor working on behalf of the successful RESPONDENT making a payment(s) to a subcontractor(s), the successful RESPONDENT shall report to the AIRPORT the payment(s), including release of retainage, made to subcontractor(s).

E.12 Sustainability Plan

The successful RESPONDENT shall adhere to the measurable goals and milestones outlined in its Sustainability Plan as submitted in response to the RFP. During the term of the AGREEMENT, the successful RESPONDENT may be required to provide a detailed update on the goals and milestones outlined in its Sustainability Plan. The successful RESPONDENT shall provide such an update to the AIRPORT upon request.

APPENDIX F – PRELIMINARY ENGINEERING REPORT

Engineering Study
Aviation Education Facility

HOYLE TANNER

Trusted Experts | Innovative Results

TITLE SHEET

Engineering Study

Aviation Education Facility

Prepared for

Manchester Boston Regional Airport

March 2022

Prepared by

HOYLE TANNER

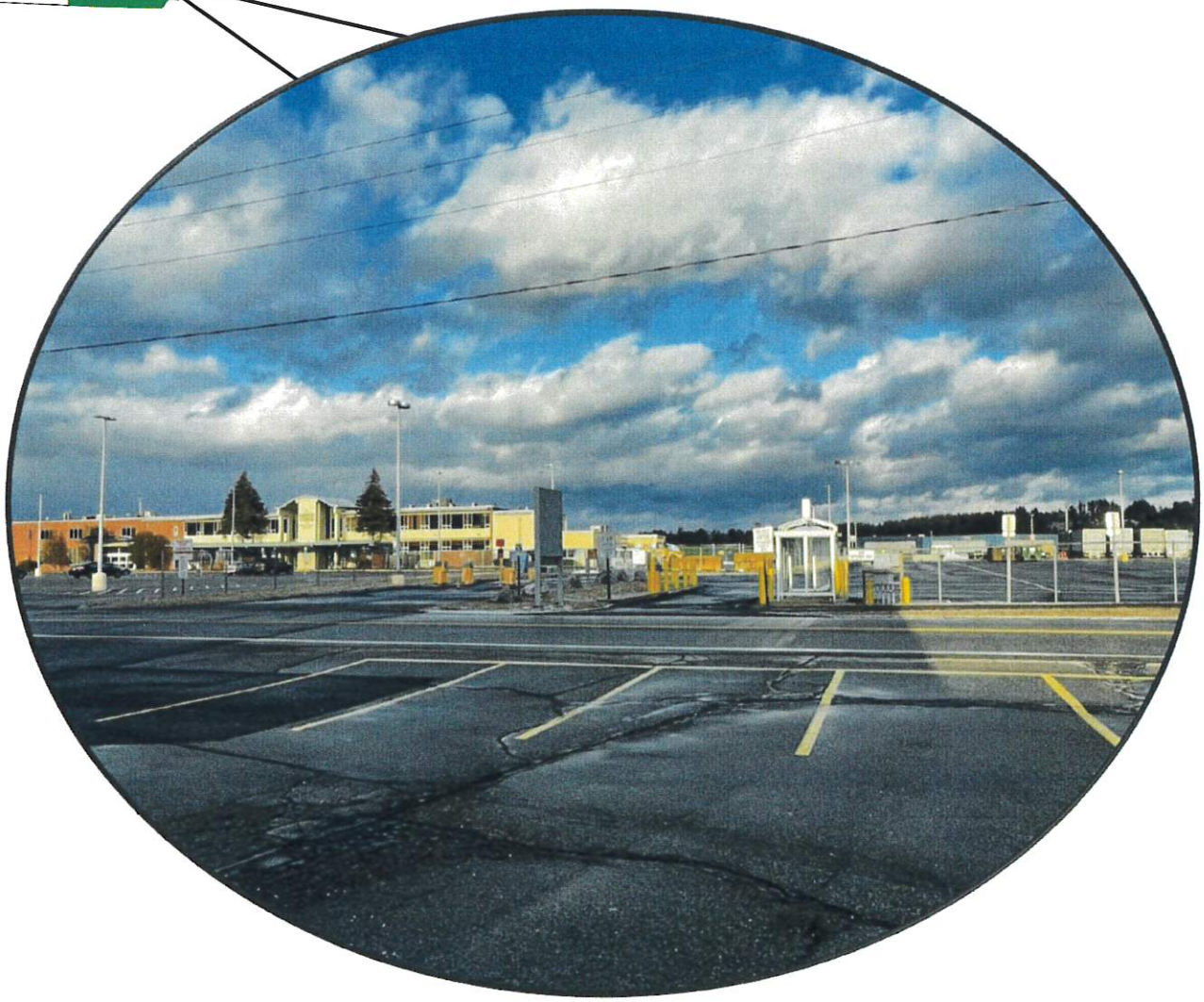
Table of Contents

EXECUTIVE SUMMARY

In support of the City of Manchester's efforts to pursue an Aviation Education Facility to be located adjacent to the existing Ammon Center, this Engineering Study analyzes the airfield civil and site civil requirements, compatibility with existing utility infrastructure, environmental permit requirements and planning level costs. The preliminary opinion of probable cost will be presented in two parts, a) airfield components, or commonly termed "airside", and b) non-airfield components, or "landside". Within the airside portion, the estimate is further broken into 2 options, a) Option A – Basic Apron and Taxilane layout, and b) Modified Taxiway and Taxilane Geometry. Option B Modified addresses some less than optimum taxiing maneuvers, and what would be a future safety concern with allowing direct access to the Runway from the aircraft apron area.

Figure 1 – Location Map
Adjacent to 175 Ammon Drive

Latitude 42d 55 m 57 s Longitude 71d 26 m 14s (NAD83) (Feet)
City of Manchester
Hillsborough County
Adjacent to 175 Ammon Drive



1 ENGINEERING STUDY DESCRIPTION

1.1 Introduction

Hoyle Tanner was hired by AECOM to provide an Engineering Study for the proposed Aviation Education Center project. This study looks at site civil requirements for the Aviation Center parking lot and supporting utilities, or what can be termed as "landside" civil, as well as the aircraft apron and supporting taxiway/taxilane requirements, or what can be termed as the "airside" civil. The study is completed in conjunction with the AECOM study which covers the building and hangar project elements.

1.2 Purpose and Need

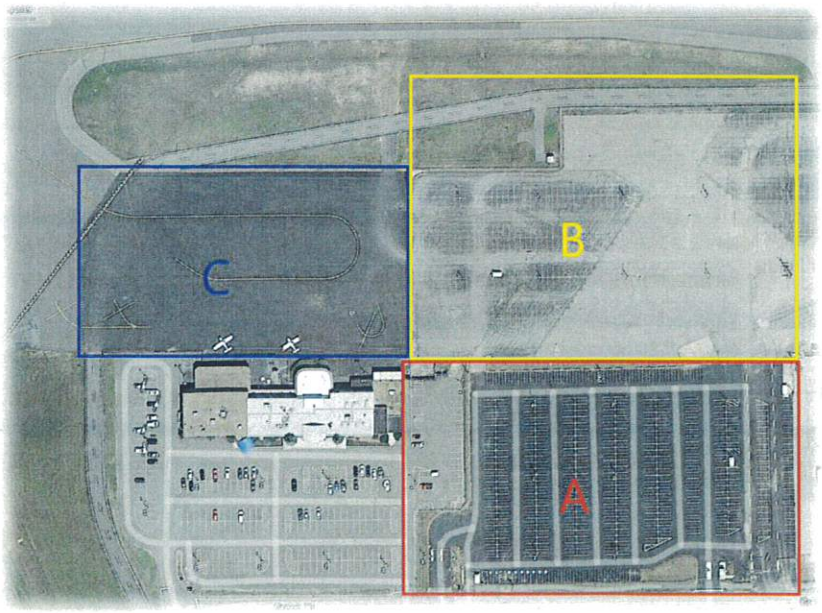
The purpose for this Engineering Study is to provide the applicant and reviewing agency with a comprehensive understanding of the site existing pavement and utility conditions, and to summarize at a conceptual planning level the proposed airside and landside civil engineering elements. The report includes a conceptual engineer's opinion of probable costs, a list of anticipated environmental permits for the civil engineering elements of the project, and includes appendices with supporting information to describe project site history and conditions.

2 EXISTING CONDITIONS

2.1 Pavements

The existing pavement at this site has served as an aircraft parking apron, and since the early 1990's it has been primarily used as a vehicle parking lot. The project site can be described in three sections, A, B, and C. Section A represents existing vehicle parking lot D and has two entry ways, each with an electric controlled parking gate. Within this section there are approximately 12 pole mounted lights, two gates, 1 shuttle bus stop shelter, and 417 vehicle parking spaces. Section B is an older section of pavement that was once used for aircraft parking and was adjacent to an old runway end that has since been removed. The airport has used this area as basic equipment and material storage, and it contains approximately 4

FIGURE 2



pole mounted lights. Section C is the area on the airside of the Ammon Terminal. In recent years, this was used as the deboarding ramp for international flights. Currently this area serves mainly general aviation aircraft. The pavement thickness likely varies from Section A to C, and for purposes of this study it will be assumed that the total pavement thickness including select gravel materials is approximately 36".

Existing Pavement is Fair to Poor Condition

Bus Stop Shelter and Gates Shown

2.2 Stormwater Utilities

The existing stormwater collection system is mapped and tracked by collection areas and corresponding outfall locations. This project is in a combination of Drainage Areas 1 and 19. These two drainage areas ultimately convey stormwater to Outfall Points 6, and 1. With the project area there are a series of stormwater catch basins, drain manholes, pipes, and an infiltration trench. The pipe sizes vary from 8" to 30", and the depth of the stormwater structures vary from 4' to 10' below existing grade. Large portions of the existing stormwater pipe system within the project area are very old. For purposes of estimating level of utility replacement, it is assumed that all existing utilities that are within the proposed hangar facility footprint will be removed to a logical tie in point to outside the footprint of the facility.

2.2.1 Airfield

The stormwater system on the aircraft apron areas (Sections B and C) is comprised of pipes and structures, and the stormwater is generally collected and conveyed northwest to Outfall 6 which is a tributary leading to the Cohas Brook. The existing stormwater structures can be viewed within Appendix C Drainage plans.

2.2.2 Roadway and Parking Lot

The stormwater system in the parking lot D area (Section A) is primarily a combination of overland sheet flow to two separate catch basins, and one long infiltration trench. About half of this area leads to Outfall 6 which is a tributary leading to the Cohas Brook, and the other half leads to Outfall 1 which near the rear of the Executive Fitness Center. The existing stormwater structures can be viewed within Appendix C Drainage plans.

Parking Lot in Front of Ammon Drive During 2015 Reconstruction

2.3 Water Utilities

The three project elements (A, B, and C) do not contain water service. However, there is a 12" Cement Lined (CL) water line that leads in a North to South direction and in front of the Ammon Center. The Ammon Center is a public building that has over the years served many private businesses ranging in type from educational, technical services, aviation instruction, government, and limited industrial aviation services. It is a two-story building. The building is served by an 12" CL water line potable water line generally entering the building in the center and near the main entrance. The 12" CL water line continues south within Green Drive and feeds a City owned fire hydrant, located across from then center point of Parking Lot D, and on the west side of Green Drive, see Appendix B for location of existing fire hydrants. The water line continues south beyond this point and does not appear to feed into the parking lot D area. See Appendix A for utility as-builts for this area.

2.4 Sanitary Sewer

An existing 8" Vitrified Clay (VC) sewer line crosses within the west side of parking lot D generally in a North-South direction. This is an abandoned line that previously flowed south to north. The nearest sewer manhole is within Green Drive and generally in front of the South entrance to the Ammon Center. Future sewer service will need to be extended from this point. See Appendix A for utility as-builts for this area.

2.5 Power

The project site is fed by existing Public Service of New Hampshire overhead power lines and poles. In 2015 a new pole mounted 3-phase transformer was installed on the west side of Green Drive. This feeds the Ammon Center air conditioning units. The parking lot for the Ammon Center contains approximately 12 exterior parking lot lights mounted on poles, and within parking lot D there are approximately 12 additional exterior parking lot lights mounted on poles. There is an existing power feed for the parking lot D vehicle gates.

2.6 Communications

There is a telcom manhole within Green Drive near the north parking lot D gate entrance. It contains telephone line, as well as fiber optic communications wire that connects feeds the Ammon Center, parking lot D gate system, and continues to the airport parking garage. The parking lot D gate booths are connected together with 1" and 2" conduits containing both power and fiber optic.

There is an existing FAA owned facility that houses much of the airport's runway navigational equipment fiber optic network.

3 Proposed Utilities

3.1 Stormwater

A new series of reinforced concrete pipes will be sized and installed within the project area and outside of the footprint of the new facility. Due to the new/increased activity of the aircraft apron a linear stormwater trench drain system will be installed to improve drainage collection. A stormwater best management practice will be installed, similar to one that was installed under Parking Lot C. This stormwater infiltration system will primarily collect and treat runoff from the vehicle parking lot, roof drains, and a small portion of the aircraft parking apron.

Example of Proposed Stormwater Infiltration Treatment System

3.2 Water

C11 Water Supply and Distribution System

Indicate the source, quality, and supply capacity of local domestic and industrial/ commercial water resources, and the amount of water that project facilities and primary beneficiaries are expected to utilize. Note whether the water that is being supplied is in compliance with the Safe Drinking Water Act, and if not, what steps are being taken to ensure compliance.

The City of Manchester's drinking water is supplied by Manchester Water Works. The source water for supply is Lake Massabesic. The City draws an average of 18 million gallons per day (MGD) from the lake and treats it at the Manchester Water Treatment Plant, located along the lake's western shore. Effluent from the City's water treatment plant is of high quality, meeting all EPA regulations, including those of the Safe Drinking Water Act.

Primary beneficiaries of the project include a future Aviation Education Center. The estimated average daily water flow to the proposed project facilities and its primary beneficiaries is approximately 11 gallons per minute GPM (15,000 GPD). The maximum day flow is approximately 21 GPM (30,000 GPD). The estimated needed fire protection flow for the proposed facilities and its primary beneficiaries is 2,600 GPM at 20 pounds per square inch (PSI), so the Design Flow for the proposed structure is approximately 2,621 GPM.

The City completed a hydrant flow test in October of 2020 at hydrant Q9-07, located just west of the Ammon Terminal. Hydrant Q9-03 is located immediately in front of the proposed structure, along Green Drive. Refer to Appendix B for a spatial depiction of the hydrants. Based on the results of the flow test, the residual pressure at hydrant Q9-03 was 81 PSI at a flow rate of 2100 GPM. At a pressure of 20 PSI, the hydrant would be able to discharge nearly 3,800 GPM. Therefore, there is adequate capacity in the existing water distribution system near the proposed structure to support its Design Flow, or maximum demand, of 2,621 GPM.

3.3 Sewer

C12 Wastewater Collection and Treatment Facilities

Describe the wastewater treatment facilities available for processing the additional effluent including usage by the beneficiary(s). Indicate design capacities and current loading (both daily average and peak), and adequacy in terms of degree and type of treatment required. Describe all domestic class or process wastewater or other discharges associated with the proposed project facilities and its primary beneficiaries, and the expected composition and quantities to be discharged either to a municipal system or to the local environment. Indicate all discharges that will require on-site pre-treatment. Note whether the wastewater treatment plant is in violation of the Clean Water Act, and if so, what steps are being taken to ensure compliance. If local treatment and sewer systems are or will be inadequate or overloaded, describe the steps being taken for necessary improvements and their completion dates.

The proposed hangar and Education Center at the Manchester Airport is expected to produce an average daily flow of 11 GPM (15,000 GPD) and a peak hourly flow of 66 GPM. The proposed project is not anticipated to produce any process wastewater, and the flow is expected to be primarily domestic from both the proposed facilities and project beneficiaries, which are the

occupants of the Aviation Education Center. However, there are 36 hangar drains included in the design. It is not anticipated that planes will be cleaned inside the hangar, but it is possible that there will be spills of petroleum, oils, lubricants, etc. similar to those of automotive shops. These would be mopped into the hangar drains, and the proposed design includes two oil-water separators on-site to handle these types of spills before flow is directed to the City's collection system. A spill prevention and control plan will be developed for the new facilities. Additional pre-treatment is not anticipated to be required since the wastewater flow will be entirely domestic in nature, however, the new facility will be monitored under the City of Manchester's Industrial Pretreatment Program. There is adequate capacity in the City's existing sanitary sewer collection system to handle the new wastewater flow from the proposed development and direct it toward the Manchester Wastewater Treatment Facility (WWTF). There is also adequate capacity at the Manchester WWTF to treat this additional flow.

Existing sanitary sewer collection infrastructure in the vicinity of the proposed project site directs wastewater flow to the Ammon Drive metering station via existing 12" vitrified clay pipes. The metering station currently receives approximately 20,000 GPD. Flow continues through the metering station into Londonderry before crossing back into Manchester and discharging into the 48" diameter Southeast interceptor. The Southeast interceptor carries the flow north, eventually discharging at the Manchester WWTF on the eastern bank of the Merrimack River.

The Manchester WWTF is the largest in NH, receiving an average daily flow of 44 MGD. During wet weather events the facility can handle up to 72 MGD through its primary system plus 42 MGD through its secondary system. The facility is also equipped to handle an additional 30 MGD of flow during wet weather, which bypasses the secondary system and is chlorinated separately from the other flows before being recombined and discharged into the Merrimack River. In 2021 alone the Manchester WWTF treated approximately 7.7 billion gallons of wastewater. The average Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) in the facility effluent during 2021 was 6.5 mg/L and 8 mg/L, respectively. This is equivalent to 94.9% BOD removal and 95.5% TSS removal. These removal rates have been approximately maintained since 2013, with averages of 95% BOD removal and 96% TSS removal during that 9-year period. The City of Manchester is a combined sewer overflow (CSO) community, and 160 CSO events in 2021 led to discharge of 218 million gallons of untreated water during 2021, though 97.2% of all flow was treated at the WWTF.

Refer to Appendix B for a schematic of the existing system at the Manchester WWTF. Influent flow is screened at the Crescent Road Pump Station before passing through aerated grit tanks. Flow continues to primary clarifiers, where scum and sludge are separated before being thickened and disposed of. A series of aeration tanks receive flow from the primary clarifiers, discharging in turn to secondary clarifiers. Scum and some of the sludge from the secondary clarifiers are thickened and disposed of, while the remaining sludge is redirected to the aeration tanks as return activated sludge. Hypochlorite is added to the flow for disinfection between the secondary clarifiers and chlorine contact tanks, near the end of which sodium bisulfite is added to the flow for dechlorination. Effluent from the chlorine contact tanks is then directed to the

Merrimack River outfall.

The City of Manchester's wastewater treatment facility is not currently in violation of the Clean Water Act; however, the City of Manchester is under two 20-year consent decrees: one for two of its combined sewer overflows (CSOs) and the other for phosphorus loading in its effluent. The City is in the process of developing a Long-Term Control Plan (LTCP) to come into compliance with the CSO consent decree and is working on a project to separate solids at the WWTF to come into compliance with the phosphorus loading consent decree. The organisms in the waste activated sludge, which is currently directed to the gravity thickeners, have been releasing phosphorus back into the system. This is causing the elevated phosphorus concentrations in the effluent of greater than allowable levels. The project planned to reduce phosphorus loading will modify the treatment system. The new system will continue to direct sludge from the primary clarifiers to the gravity thickeners, but the waste activated sludge from the secondary clarifiers will be instead directed to thickening centrifuges before being recombined in-line with the other thickened sludge. From there the combined thickened sludge will continue to dewatering centrifuges, stored in a 250 CY sludge hopper in the WWTF building, and then either incinerated or transported off-site via truck. These operations would be continued 24 hours per day as part of the planned project.

3.4 Power

The power requirements for this project will be coordinated with Eversource, and typical power loading calculations and metering application costs will be negotiated.

3.5 Communications

The communications requirements are assumed to be telephone, internet, and potentially a relocation of an existing FAA owned facility that houses much of the airport's runway navigational equipment fiber optic network. There may be a need to coordinate some communications for security cameras and sign messaging leading from the project site to the main terminal, but all infrastructure for this will be limited to within 100' of the building footprint.

3.6 Gas

Liberty Utilities will provide gas service to this project site, and future gas supply calculations will be prepared as the facility progresses in design.

4 ENGINEER'S OPINION OF PROBABLE COST

4.1 Methodology

This estimate was developed utilizing a combination of historical unit prices received for projects at Manchester-Boston Regional Airport, NH DOT unit prices, and to some level parametric cost estimating

APPENDIX A

As-Builts

MANCHESTER BOSTON REGIONAL AIRPORT

MANCHESTER, NEW HAMPSHIRE

- **CONSTRUCT RELOCATED ROADWAY AND AIRPORT SERVICE RD. OUTSIDE RUNWAY OBJECT FREE AREA (ROFA);**
- **CONSTRUCT RELOCATED PARKING FOR:**
  - **AIRPORT PARKING LOTS "C" & "D"**
  - **FREUDENBERG-NOK**
  - **AMMON CENTER**

AIP NO. 3-33-0011-101-2015

CITY BID# FY15-805-42

CIVIL DESIGN	SEWER DESIGN	ELECTRICAL DESIGN
HOYLE, TANNER & ASSOCIATES	HOYLE, TANNER & ASSOCIATES	COLBY COMPANY ENGINEERING

"AS-BUILT"

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, BASED UPON CONSTRUCTION RECORDS PROVIDED BY THE CONTRACTOR, THAT ALL WORK SHOWN ON THIS DRAWING HAS BEEN COMPLETED AS SHOWN.

HOYLE, TANNER & ASSOCIATES, INC.
SIGNED _____
DATE 9/23/16

NOTE: WORDING CONTAINED HEREON IS UNDERSTOOD TO BE PAST TENSE.

CITY OF MANCHESTER - DEPARTMENT OF AVIATION

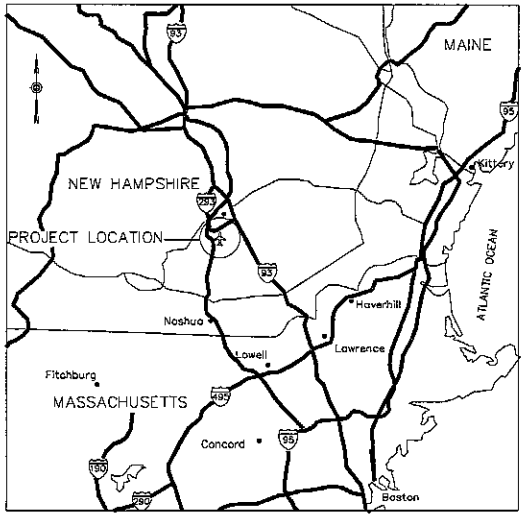
UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

_____ _____
MANAGER, AIRPORTS ENGINEERS AND SAFETY BRANCH — DATE

STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

_____ _____
DIRECTOR — DATE

_____ _____
CHIEF ENGINEER — DATE



AS-BUILT DOCUMENTS
SEPTEMBER, 2016

Hoyle, Tanner & Associates, Inc.
150 Dow Street, Manchester, NH 03101-1227
Tel (603) 669-5555 • Fax (603) 669-4168
Webpage: www.hoyletanner.com

PROJECT DESIGN ENGINEER

DESIGNERS STATEMENT REGARDING COMPLIANCE

THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE LIST OF CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS PROVIDED BY THE FAA IN A LIST DATED 2/11/15. ANY KNOWN DEVIATIONS FROM FAA STANDARDS WERE APPROVED BY FAA LETTERS AND CAN BE OBTAINED FROM MANCHESTER BOSTON REGIONAL AIRPORT.

_____ 12/30/15
CHIEF ENGINEER — DATE

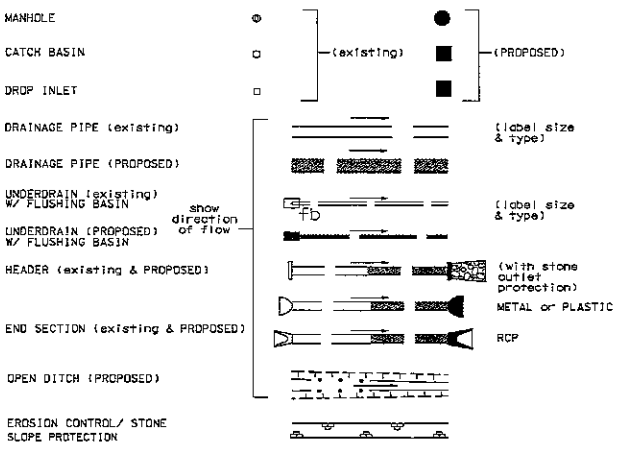
⚠6 AS-BUILT NOTES:

1. GRADING ELEVATIONS AND CONTOURS WERE NOT UPDATED TO REFLECT "AS-BUILT" CONDITIONS. THE ELEVATIONS AND CONTOURS ARE A RECORD OF THE DESIGN INTENT ONLY.
2. ALL NOTES SHALL BE CONSIDERED TO BE POST-TENSE AS THE PROPOSED CONSTRUCTION HAS BEEN COMPLETED PER PLANS UNLESS OTHERWISE INDICATED.

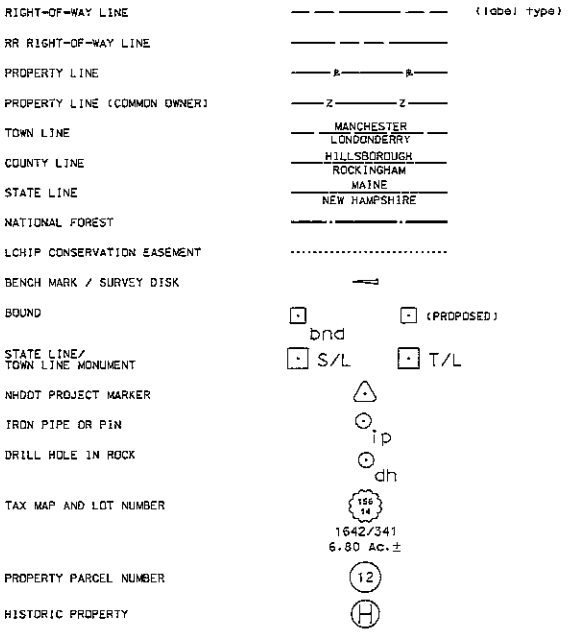
G1.0

R35G100

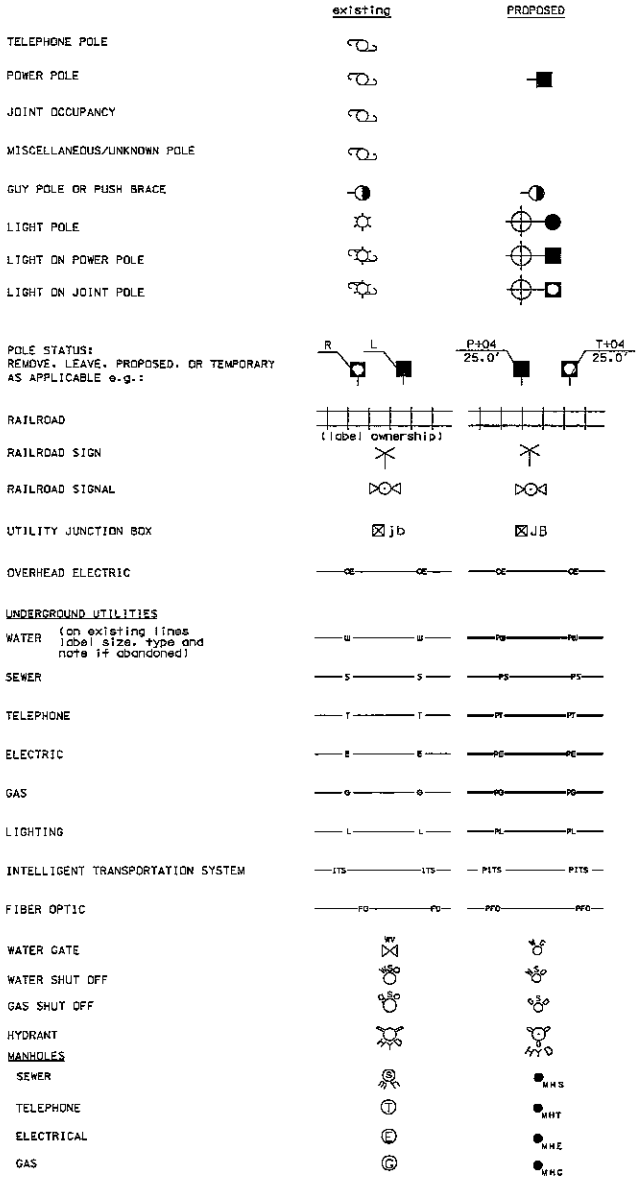
DRAINAGE



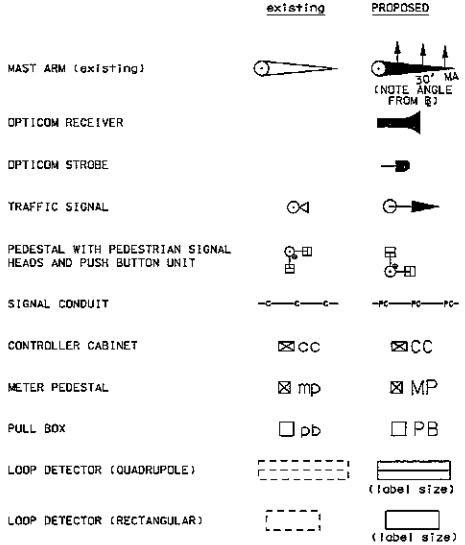
BOUNDARIES / RIGHT-OF-WAY



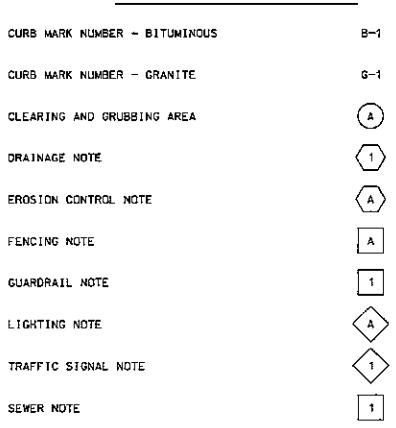
UTILITIES



TRAFFIC SIGNALS



CONSTRUCTION NOTES



AS-BUILT

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150 Dow Street, Manchester, NH 03101-1929
TEL (603) 669-5555 FAX (603) 669-4169
Webpage: www.hoyletanner.com

DESIGNED BY AGE/SEH | DRAWN BY SCS | CHECKED BY SEH/AAL

CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

MANCHESTER – BOSTON REGIONAL AIRPORT

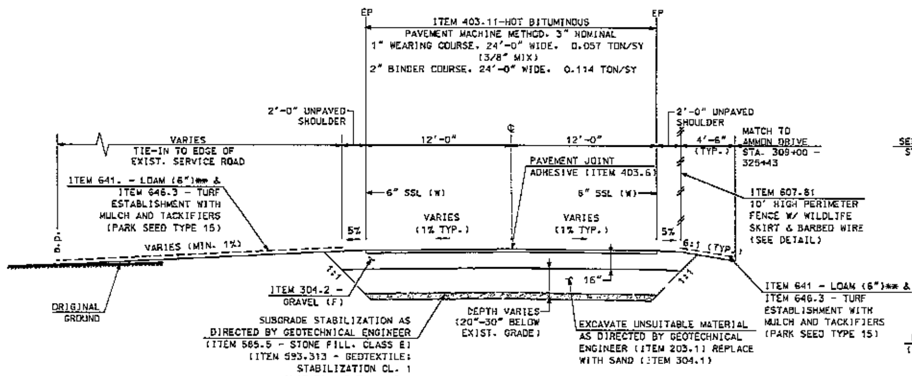
STANDARD SYMBOLS 2 OF 2

SCALE: AS SHOWN | DATE: MARCH 2015

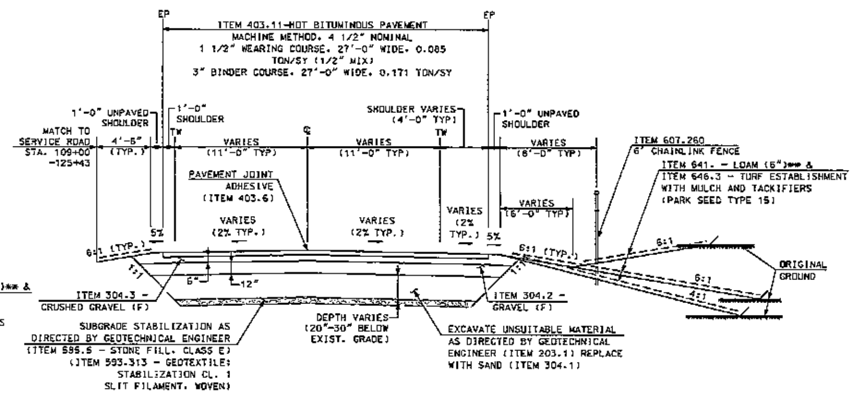
REVISIONS			
REV.	DATE	DESCRIPTION	BY
5	8/21/2015	REMOVAL OF BID ALTERNATE #1	SCS
6	12/30/15	AS-BUILT DOCUMENTS	BRM

PROJ. No.: 093145
FILE NAME: 093145155
AIP No.: 3-33-0011-101-2015

DRAWING NO.
5
SHEET 5 OF 107
REV 6

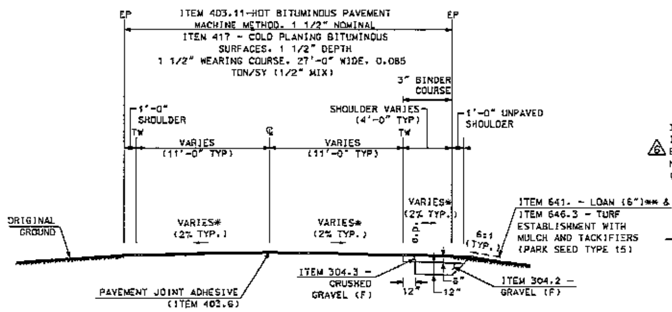


SERVICE ROAD
STA. 300+00 - 330+12
N.T.S.



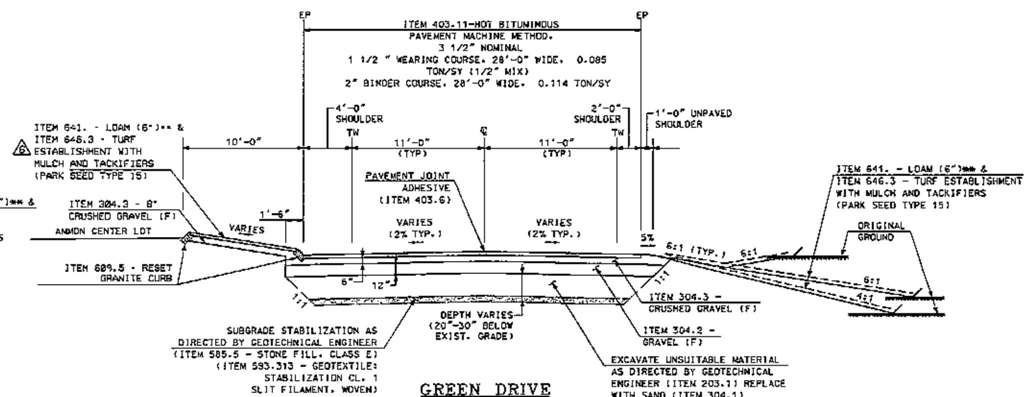
AMMON DRIVE
STA. 100+00 - 127+00
N.T.S.

** SURPLUS TOPSOIL SHALL BE SALVAGED TO THE AIRPORT AS DIRECTED. STOCKPILE LOCATION TO BE COORDINATED WITH RESIDENT ENGINEER & OWNER.



AMMON DRIVE
STA. 99+00 - 100+00
N.T.S.

* TRANSITION FROM 1.00% EXISTING NORMAL CROWN AT 99+00 TO 2.00% NORMAL CROWN BY 99+50.



GREEN DRIVE
STA. 500+00-503+65
N.T.S.

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DESIGNED BY	DRAWN BY	CHECKED BY
ADB/DBH	SCS	SBH/AAA

CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

MANCHESTER - BOSTON REGIONAL AIRPORT

ROADWAY TYPICALS

SCALE: AS SHOWN | DATE: MARCH 2015

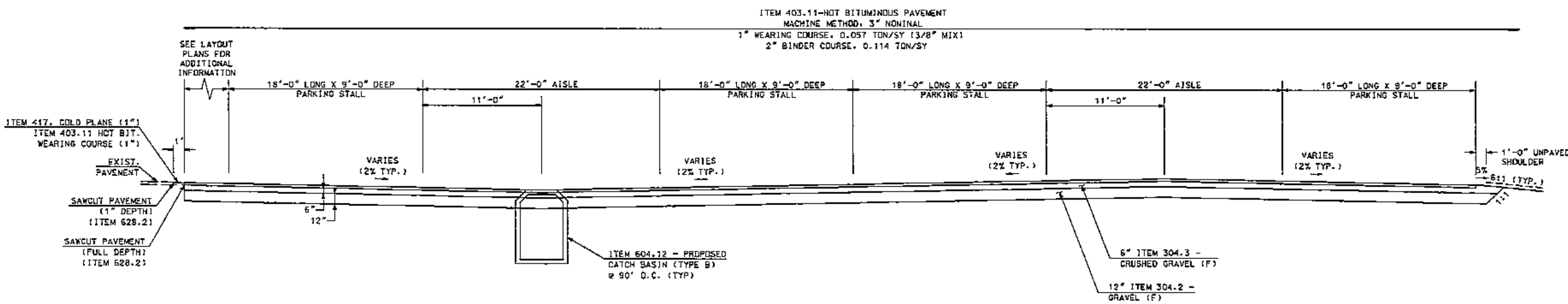
REVISIONS

REV. NO.	DATE	DESCRIPTION	BY
6	12/23/15	AS-BUILT DOCUMENTS	BKM

PROJ. No.: 093145
FILE NAME: 093145TYPDO
AIP No.3-33-0011-101-2015

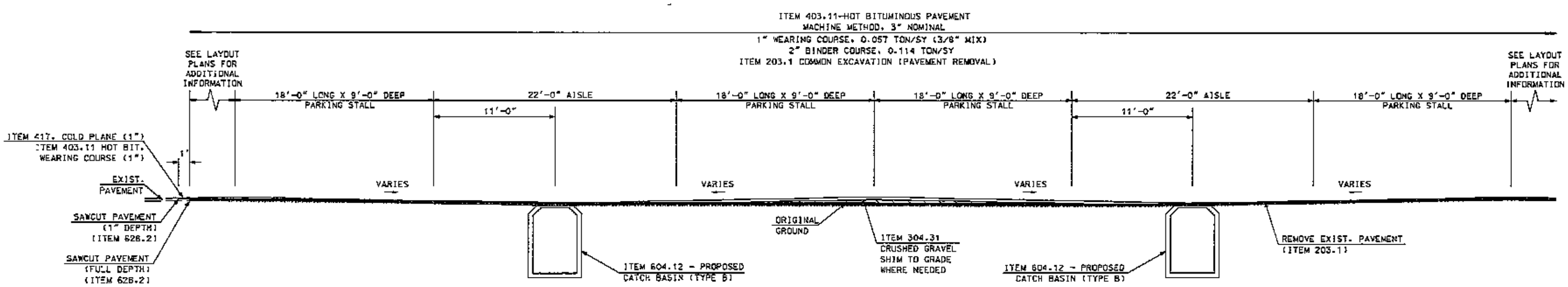
DRAWING NO.
7

SHEET 7 OF 107

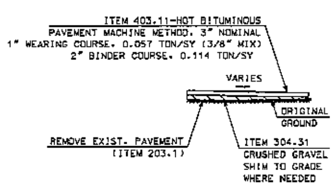


LOT C REPLACEMENT PARKING, NEW CONSTRUCTION
N.T.S.

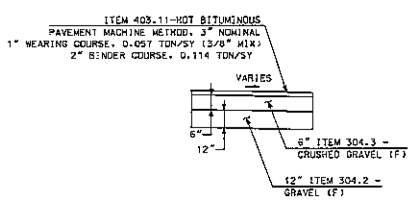
NOTE:
SEE GRADING AND DRAINAGE PLANS FOR ADDITIONAL INFORMATION



AMMON CENTER LOT, REHABILITATION
N.T.S.

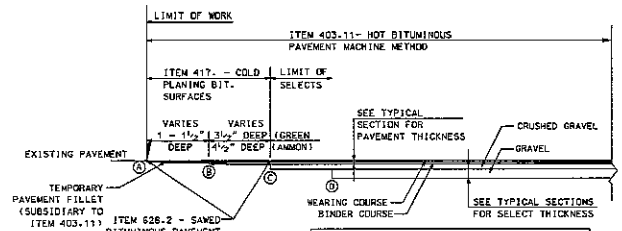


LOT C & FREUDENBERG LOT REHABILITATION
N.T.S.



FREUDENBERG LOT & AMMON CENTER LOT, NEW CONSTRUCTION
N.T.S.

NOTE:
SEE GRADING AND DRAINAGE PLANS FOR ADDITIONAL INFORMATION



	STATION			
	WEARING	BINDER	CR GRAVEL	GRAVEL
LOCATION	A	B	C	D
AMMON DRIVE (SOUTH)	99+00	100+00	100+10	100+20
AMMON DRIVE (NORTH)	127+00	127+00	127+00	127+00
SERVICE ROAD (SOUTH)	300+00	300+00	N/A	300+00
SERVICE ROAD (NORTH)	330+12.2	330+12.2	N/A	330+12.2
GREEN DRIVE	504+00	503+60	503+50	503+40

PAVEMENT MATCH DETAIL
NOT TO SCALE

AS-BUILT

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Webpage: www.hoyletanner.com

DESIGNED BY AGB/SBH | DRAWN BY SCS | CHECKED BY SBH/ANA

CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

MANCHESTER - BOSTON REGIONAL AIRPORT

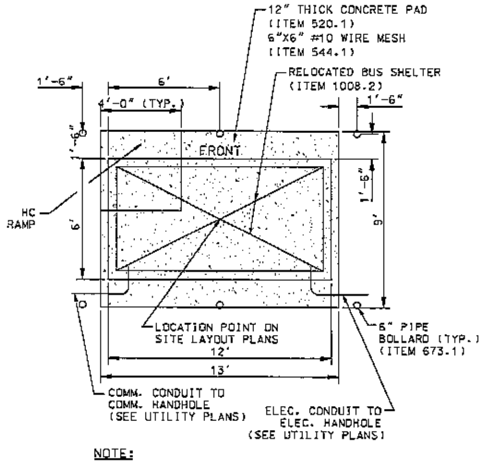
PARKING LOT TYPICALS

SCALE: AS SHOWN | DATE: MARCH 2015

REVISIONS			
REV. NO.	DATE	DESCRIPTION	BY
1	12/30/15	AS-BUILT DOCUMENTS	[illegible]

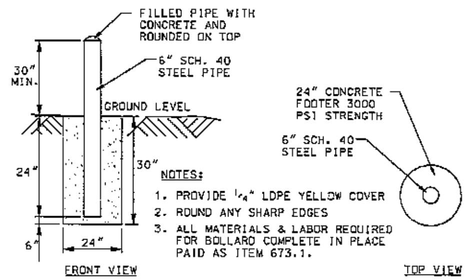
PROJ. No.: 093145
FILE NAME: 093145TYP00
AIP No.: 3-33-0011-101-2015

DRAWING NO.
8
SHEET 8 OF 107



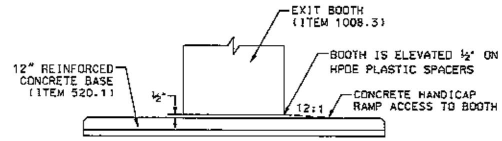
NOTE:
BUS SHELTERS ARE TO BE RELOCATED AND INSTALLED BY THE CONTRACTOR

AIRPORT BUS SHELTER DETAIL
NOT TO SCALE



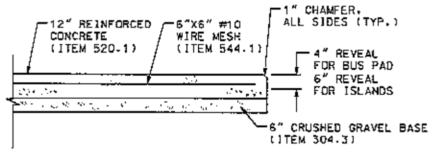
NOTES:
1. PROVIDE ¼" LDPE YELLOW COVER
2. ROUND ANY SHARP EDGES
3. ALL MATERIALS & LABOR REQUIRED FOR BOLLARD COMPLETE IN PLACE PAID AS ITEM 673.1.

PIPE BOLLARD DETAIL
NOT TO SCALE

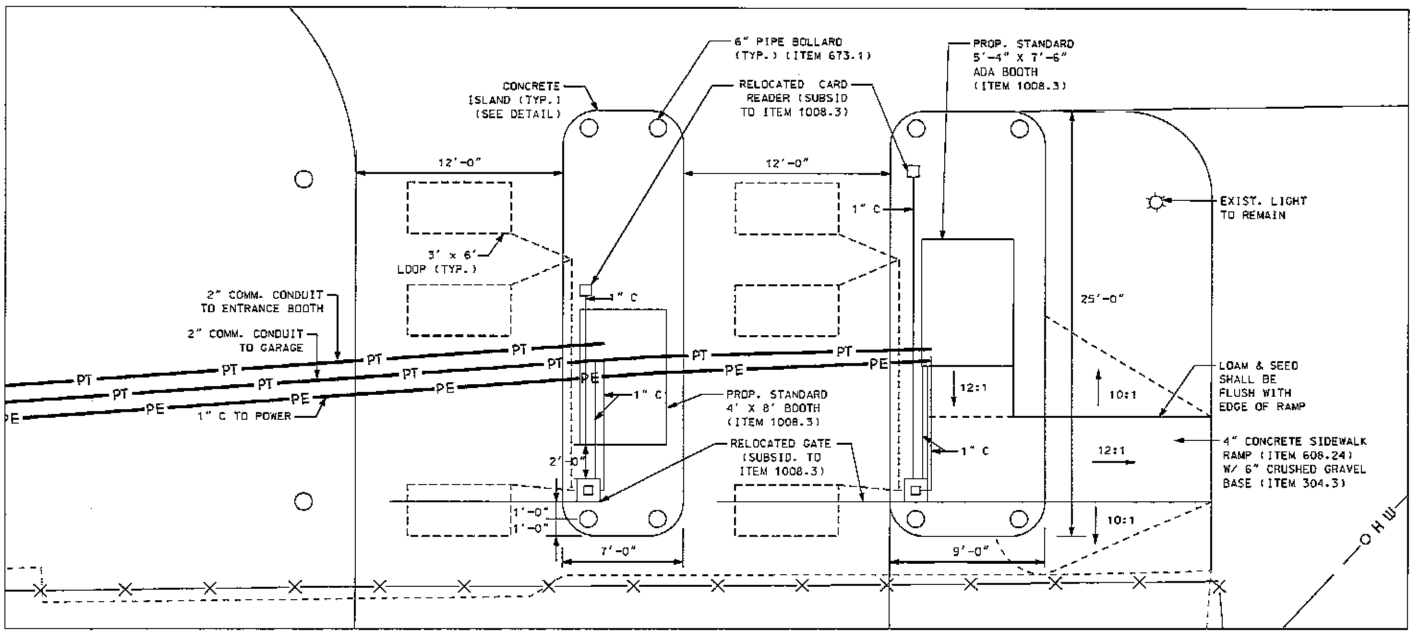


NOTES:
1. ANCHORING OF BOOTH TO BE IN ACCORDANCE WITH BOOTH DETAILS & MANUFACTURER'S RECCOMENDATIONS.

EXIT BOOTH RAISED PLATFORMS
NOT TO SCALE



SECTION TYPICAL CONCRETE ISLANDS
NOT TO SCALE



LOT D EXIT DETAIL
NOT TO SCALE

NOTE: CONTRACTOR TO COORDINATE WITH AIRPORT AND RESIDENT ENGINEER TO DETERMINE EXACT LOCATION OF EXIT BOOTH EQUIPMENT AND CONDUIT LEADS PRIOR TO CONSTRUCTING CONCRETE PADS.

AS-BUILT

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CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

MANCHESTER – BOSTON REGIONAL AIRPORT

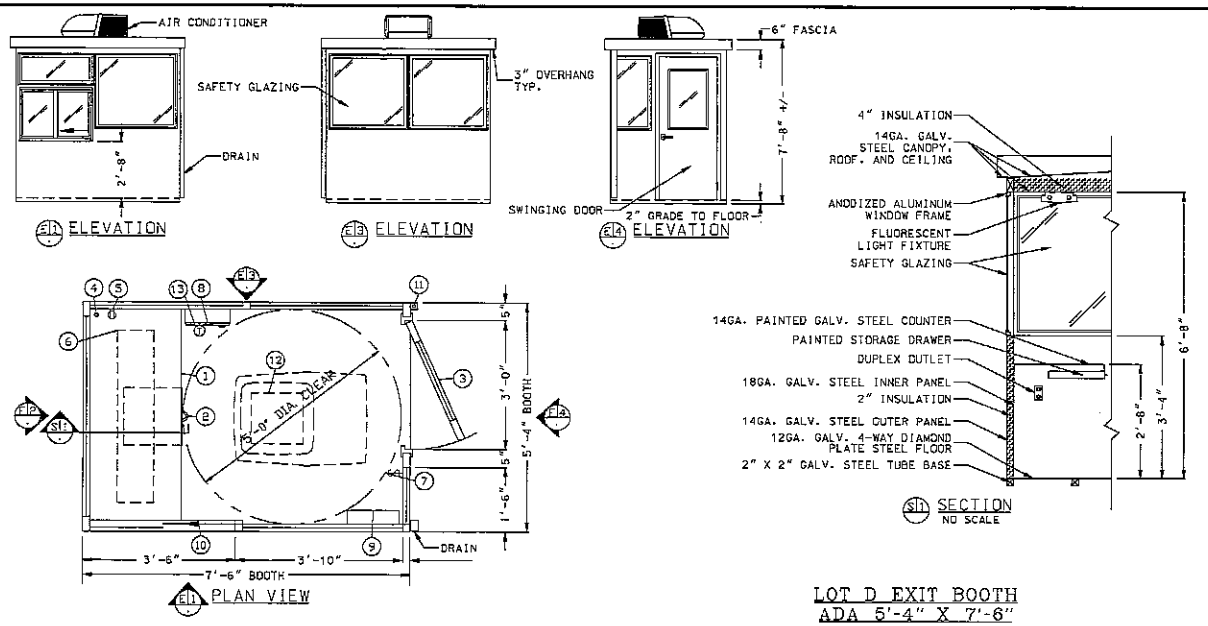
MISCELLANEOUS DETAILS 2 OF 3

SCALE: AS SHOWN · DATE: MARCH 2015

REVISIONS				
REV. NO.	DATE	DESCRIPTION	BY	EGM
6	12/21/15	AS-BUILT DOCUMENTS		

PROJ. No.: 093145
FILE NAME: 093145DTLD0
AIP No.: 3-33-0011-101-2015

DRAWING NO. 26

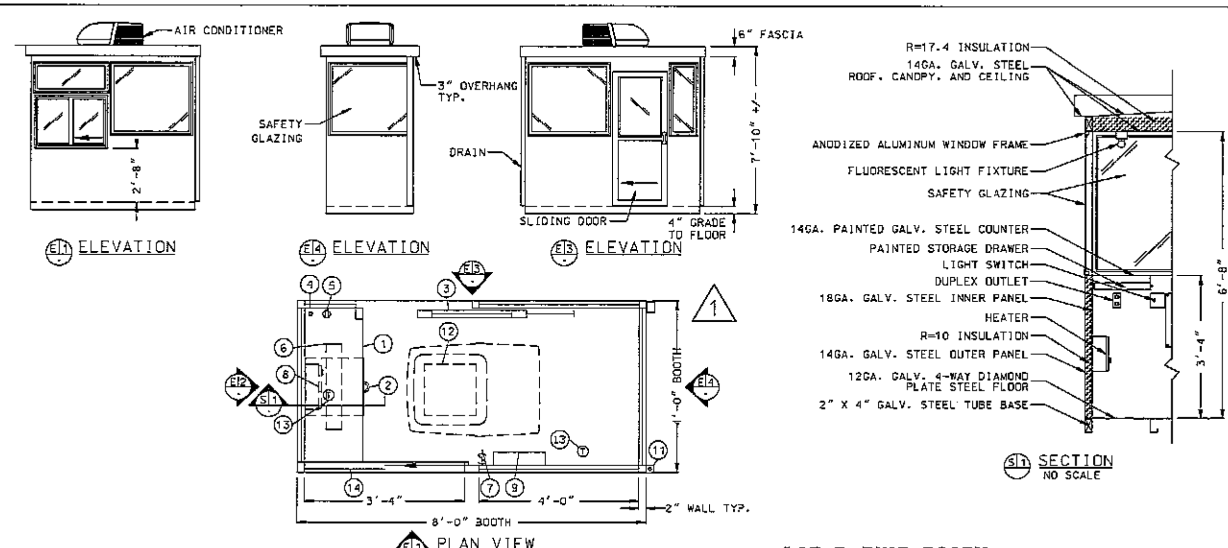


LOT D EXIT BOOTH
ADA 5'-4" X 7'-6"
NOT TO SCALE

1. COUNTER - PAINTED GALVANIZED STEEL MOUNTED 32" ABOVE FLOOR.
2. PAINTED STORAGE DRAWER.
3. DOOR - 36" WIDE, SWINGING STEEL WITH WEATHER-STRIPPING, BALL BEARING BUTTS, SAFETY GLAZING, HYDRAULIC CLOSER, LEVER HANDLE LOCK, AND HARDWARE.
4. HOLE IN COUNTER FOR DROP CORDS.
5. DUPLEX OUTLET MOUNTED BELOW COUNTER.
6. FLUORESCENT LIGHT FIXTURE WITH T-8 LAMP INCLUDED.
7. SWITCH FOR INTERIOR LIGHT.
8. HEATER - WALL MOUNTED WITH INTEGRAL THERMOSTAT CONTROL.
9. CIRCUIT BREAKER PANEL - 12 SPACE, 120/240V, 1C-3 WIRE WITH GROUND BAR, 100 AMP MAIN BREAKER, AND ALL BRANCH BREAKERS FOR FACTORY INSTALLED DEVICES PROVIDED.
10. HORIZONTAL SLIDING TRANSACTION WINDOW.
11. ANCHOR CLIP - 2" X 2" X 1/4"(MIN) STEEL WITH A 3/4" ANCHOR BOLT HOLE, 4-REQ'D, ONE EACH CORNER, ANCHOR BOOTH AFTER FINAL LOCATION, ANCHOR BOLTS NOT INCLUDED.
12. AIR CONDITIONER - ROOF MOUNTED WITH INTEGRAL THERMOSTAT CONTROL.
13. WALL THERMOSTAT FOR AIR CONDITIONER.

NOTE: BOOTHS ARE OF SINGLE UNIT WELDED STEEL CONSTRUCTION, FACTORY ASSEMBLED AND DELIVERED SET UP. FAILURE TO SECURELY ANCHOR BOOTH MAY RESULT IN OVERTURNING OF UNIT AND SERIOUS INJURY TO OCCUPANT.

A. GLAZING - SAFETY GLAZING SET IN ANODIZED ALUMINUM WINDOW FRAMES. GLAZING FOR OPERABLE PIECE TO BE INSULATED SAFETY GLAZING.
B. PAINT - FINISH SHALL BE SINGLE COLOR OF CHOICE, IMRON POLYURETHANE HIGH GLOSS INDUSTRIAL COATING, SHALL BE APPLIED TO ALL EXPOSED METAL SURFACES. THIS EXCLUDES ROOF SURFACE, ANODIZED ALUMINUM WINDOW FRAMES AND ANY STAINLESS STEEL COMPONENTS (IF USED)
C. ELECTRICAL - ALL WIRING BY TO BE #12(MIN) STRANDED COPPER, THHN ENCLOSED IN 1/2"(MIN) E.M.T. PER NATIONAL ELECTRIC CODE. FITTINGS, FIXTURES, AND DEVICES ARE U.L. LABELED. ALL WIRING TO TERMINATE AT C.B. PANEL. ALL CIRCUITS HAVE GREEN GROUND WIRE.
D. BOOTH WILL HAVE A 3" CANOPY OVERHANG ON ALL SIDES.
E. LIFTING RING(S) ARE PROVIDED ON ROOF.
F. NO ON SITE WORK BY EXIT BOOTH MANUFACTURER. ALL INSTALLATION TO BE PERFORMED BY CONTRACTOR.



LOT D EXIT BOOTH
STANDARD 4' X 8'
NOT TO SCALE

1. COUNTER - PAINTED GALVANIZED STEEL MOUNTED AT SILL.
2. PAINTED STORAGE DRAWER.
3. DOOR - SLIDING STEEL WITH WEATHER-STRIPPING, BALL BEARING HANGERS, HEAVY DUTY TRACK, SAFETY GLAZING, HOOK BOLT LOCK WITH REMOVABLE CYLINDER, AND INSIDE THUMB TURN.
4. HOLE IN COUNTER FOR DROP CORDS.
5. DUPLEX OUTLET MOUNTED BELOW COUNTER.
6. FLUORESCENT LIGHT FIXTURE WITH T-8 LAMP INCLUDED.
7. WALL SWITCH FOR INTERIOR LIGHT.
8. HEATER - WALL MOUNTED WITH INTEGRAL THERMOSTAT CONTROL.
9. C.B. PANEL - 12 SPACE, 120/240V, 1-3 WIRE WITH GROUND BAR, 100 AMP MAIN BREAKER, AND ALL BRANCH BREAKERS FOR FACTORY INSTALLED DEVICES PROVIDED.
10. ~~OPTIONAL REAR COUNTER~~ NOT USED
11. ANCHOR CLIP - 2' X 2' X 1/4'(MIN) STEEL WITH A 3/4' ANCHOR BOLT HOLE, 4-REQ'D, WELDED TO BASE AT GRADE. ANCHOR BOOTH AFTER FINAL LOCATION. ANCHOR BOLTS NOT INCLUDED.
12. AIR CONDITIONER - ROOF MOUNTED WITH INTEGRAL THERMOSTAT CONTROL.
13. WALL THERMOSTAT FOR AIR CONDITIONER.
14. HORIZONTAL SLIDING TRANSACTION WINDOW. (1)

NOTE:
BOOTHS ARE OF SINGLE UNIT WELDED STEEL CONSTRUCTION, FACTORY ASSEMBLED AND DELIVERED SET UP. FAILURE TO SECURELY ANCHOR BOOTH MAY RESULT IN OVERTURNING OF UNIT AND SERIOUS INJURY TO OCCUPANT.
A. GLAZING - SAFETY GLAZING SET IN ANODIZED ALUMINUM WINDOW FRAMES. (6)
B. PAINT - FINISH SHALL BE SUNBELT GREEN, IMRON POLYURETHANE HIGH GLOSS INDUSTRIAL COATING, SHALL BE APPLIED TO ALL EXPOSED METAL SURFACES. THIS EXCLUDES FLOOR, ROOF SURFACE, ANODIZED ALUMINUM WINDOW FRAMES AND ANY STAINLESS STEEL COMPONENTS (IF USED).
C. ELECTRICAL - ALL WIRING TO BE #12(MIN) STRANDED COPPER, THHN ENCLOSED IN 1/2'(MIN) E.M.T. PER NATIONAL ELECTRIC CODE. FITTINGS, FIXTURES, AND DEVICES ARE U.L. LABELED. ALL WIRING TO TERMINATE AT C.B. PANEL. ALL CIRCUITS HAVE GREEN GROUND WIRE.
D. BOOTH WILL HAVE A 3' CANOPY OVERHANG ON ALL SIDES.
E. LIFTING RING(S) ARE PROVIDED ON ROOF.
F. NO ON SITE WORK BY EXIT BOOTH MANUFACTURER. ALL INSTALLATION TO BE PERFORMED BY CONTRACTOR.

AS-BUILT

Hoyle, Tanner & Associates, Inc.
150 Dow Street, Manchester, NH 03101-1227
Tel (603) 669-5555 • Fax (603) 669-4168
Webpage: www.hoyletanner.com

DESIGNED BY	DRAWN BY	CHECKED BY
AGB/SBH	SCS	SBH/ANA

CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

MANCHESTER - BOSTON REGIONAL AIRPORT

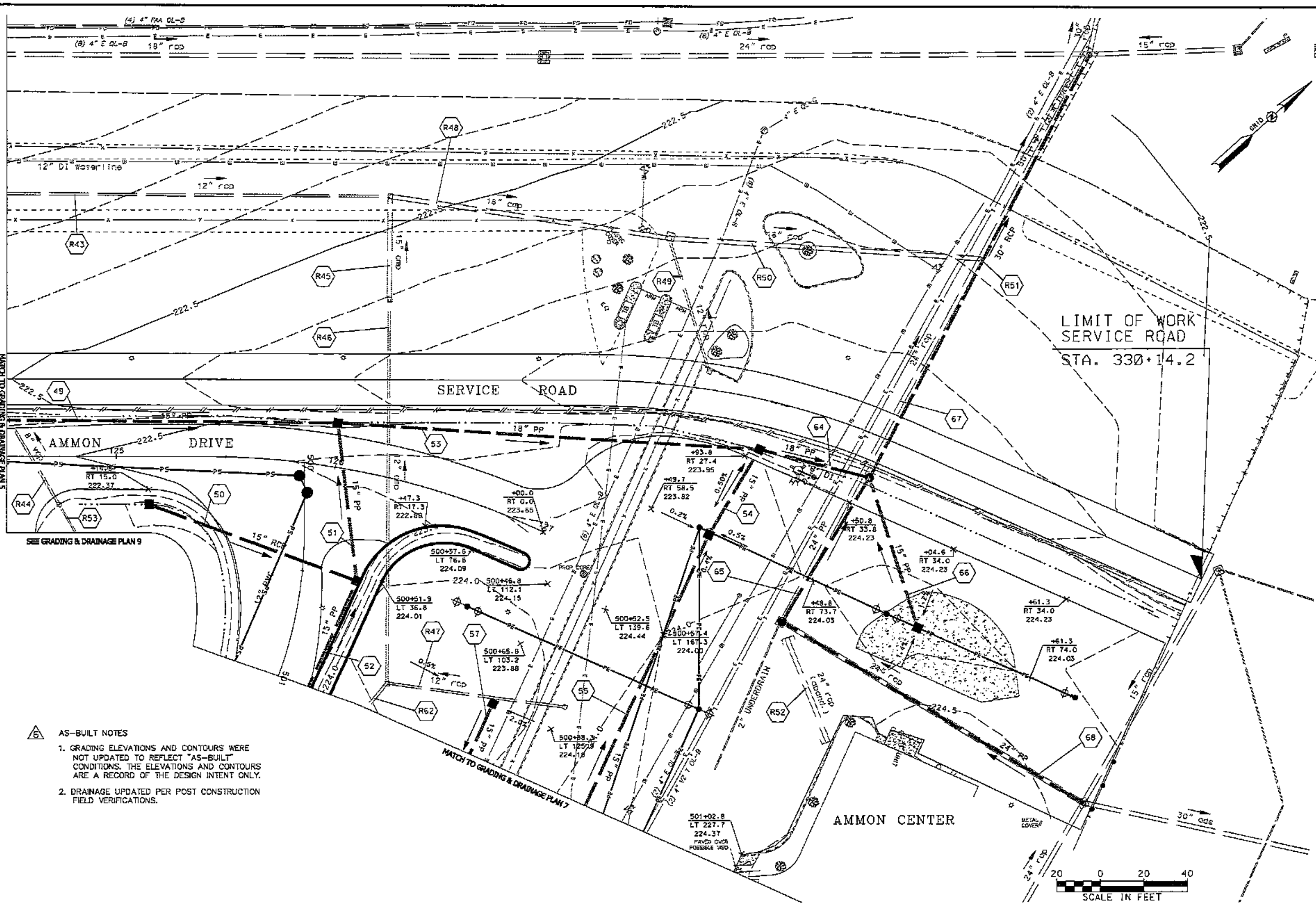
MISCELLANEOUS DETAILS 3 OF 3

SCALE: AS SHOWN | DATE: MARCH 2015

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY
1	4/2/2015	ADDENDUM #2 - SLIDING TRANSACTION WINDOW	SCS
6	12/21/15	AS-BUILT DOCUMENTS	BKM

PROJ. No.: 093145
FILE NAME: 093145DTL00
AIP No.: 3-33-0011-101-2015
DRAWING NO.
27
SHEET 27 OF 107 REV 6



⚠6 AS-BUILT NOTES

1. GRADING ELEVATIONS AND CONTOURS WERE NOT UPDATED TO REFLECT "AS-BUILT" CONDITIONS. THE ELEVATIONS AND CONTOURS ARE A RECORD OF THE DESIGN INTENT ONLY.
2. DRAINAGE UPDATED PER POST CONSTRUCTION FIELD VERIFICATIONS.

AS-BUILT

Hoyle, Tanner & Associates, Inc.
150 Dow Street, Manchester, NH 03101-1227
Tel (603) 669-5555 • Fax (603) 669-4168
Webpage: www.hoyletanner.com

DESIGNED BY	DRAWN BY	CHECKED BY
AGE/JSH	SCS	SBH/JAA

CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

MANCHESTER – BOSTON REGIONAL AIRPORT

GRADING AND DRAINAGE PLAN
SHEET 6 OF 9

SCALE: AS SHOWN | DATE: MARCH 2015

REVISIONS

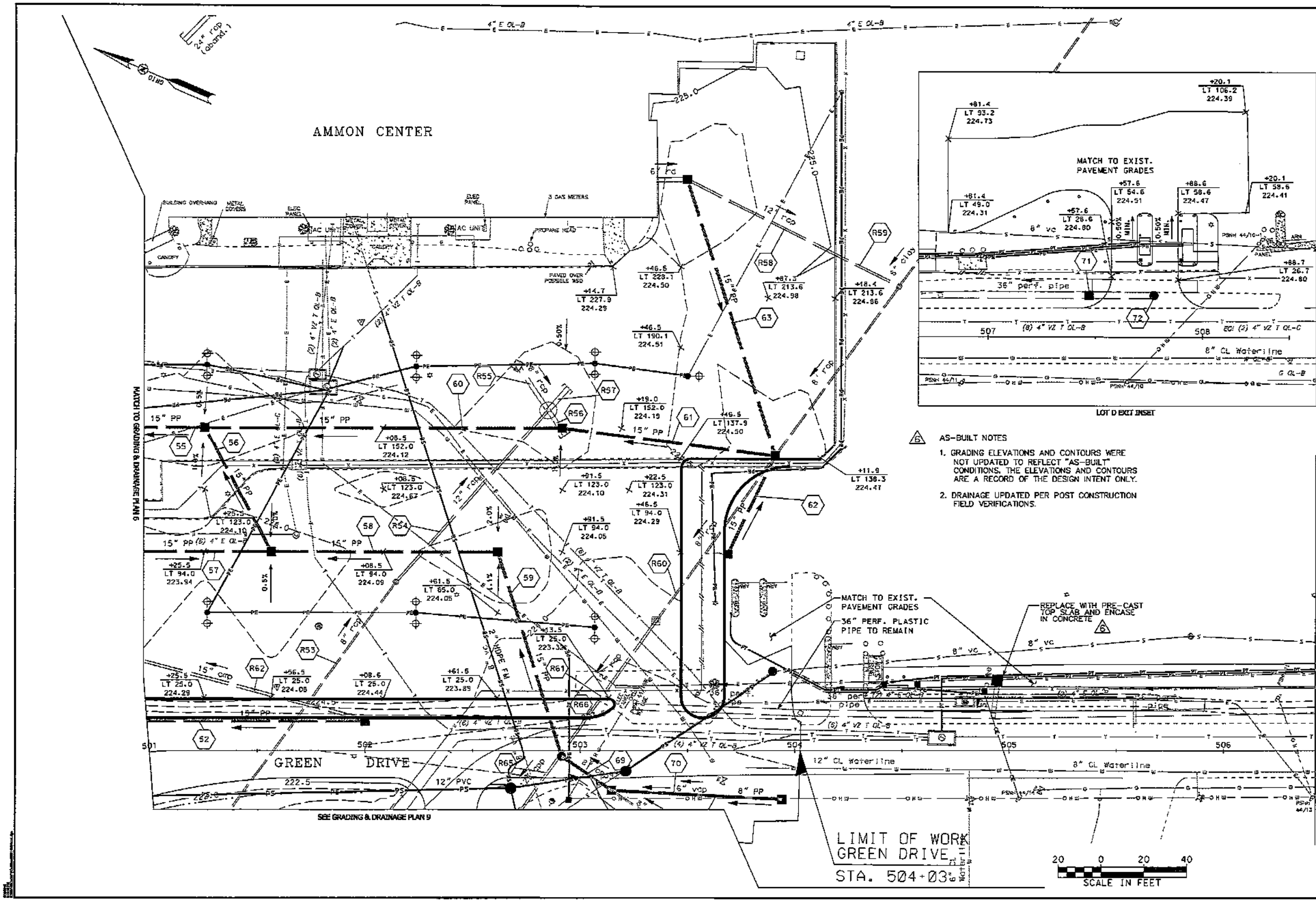
REV. NO.	DATE	DESCRIPTION	BY
1	4/21/2015	REMOVAL OF BID ALTERNATE #1	SCS
6	12/22/15	AS-BUILT DOCUMENTS	BKH

PROJ. No.: 093145
FILE NAME: 093145GRD00
AIP No.: 3-33-0011-101-2015

DRAWING NO.
33

SHEET 33 OF 107

REV 6



CITY OF MANCHESTER
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MANCHESTER, NEW HAMPSHIRE

Hoyle, Tanner & Associates, Inc.

MANCHESTER – BOSTON REGIONAL AIRPORT

GRADING AND DRAINAGE PLAN
SHEET 7 OF 9

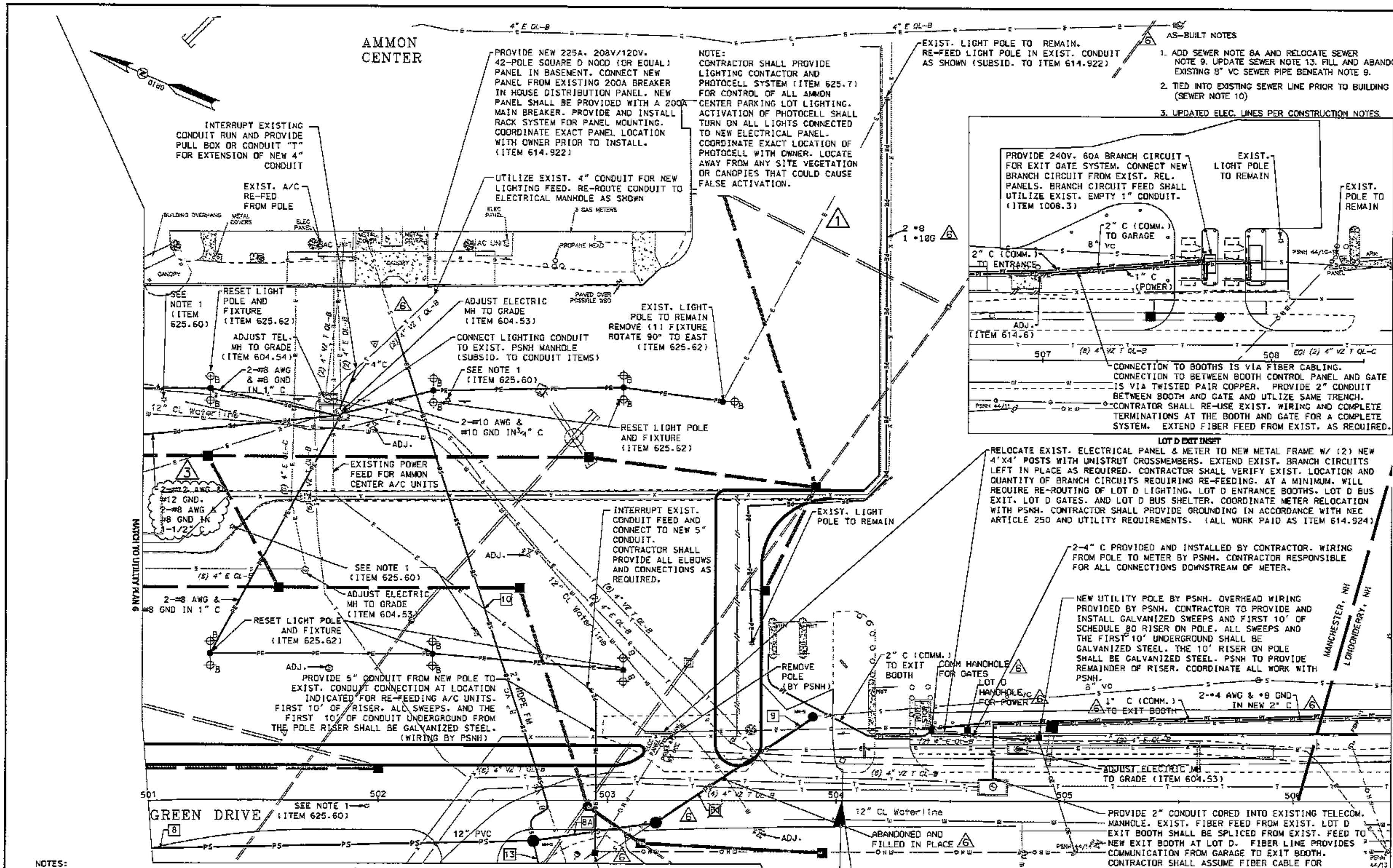
SCALE: AS SHOWN | DATE: MARCH 2015

DESIGNED BY: ADB/SBH | DRAWN BY: SOS | CHECKED BY: SBH/JAA

REV. NO.	DATE	DESCRIPTION	BY
1	6/21/2015	REMOVAL OF BID ALTERNATE #1	SOS
2	3/22/2016	AS-BUILT DOCUMENTS	BKH

REVISIONS

PROJ. No.: 093145
FILE NAME: 093145GRD00
AIP No.: 3-33-0011-101-2015
DRAWING NO.
34
SHEET 34 OF 107



NOTES:

1. REMOVE AND SALVAGE EXIST. LIGHT POLE. REMOVE BASE. REMOVE CONDUCTORS BACK TO NEAREST LIGHT FIXTURE SERVED FROM THE SAME BRANCH CIRCUIT. REMOVE CONDUIT STUB-UP TO 6" BELOW GRADE. CAP, & LEAVE REMAINING CONDUIT IN PLACE AND LABEL AS SPARE.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING AND CONFIRMATION OF OPERATION FOR EXIT BOOTHS. GATES, FOR OPERABILITY AND PROPER COMMUNICATIONS. TESTS SHALL BE PERFORMED WITH AIRPORT PERSONNEL PRESENT.

REV. NO.	DATE	DESCRIPTION	BY
1	4/2/2015	ADDENDUM #1 - PHOTOCELL	SCS
2	4/21/2015	REMOVAL OF BID ALTERNATE #1	SCS
5	5/10/2015	INSTALL OBSTRUCTION LIGHTS	AOB
6	12/29/16	AS-BUILT DOCUMENTS	BKB

REVISIONS

MANCHESTER – BOSTON REGIONAL AIRPORT

UTILITY PLAN
SHEET 7 OF 9

SCALE: AS SHOWN | DATE: MARCH 2015

CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

Hoyle, Tanner & Associates, Inc.
150 Dow Street, Manchester, NH 03101-1227
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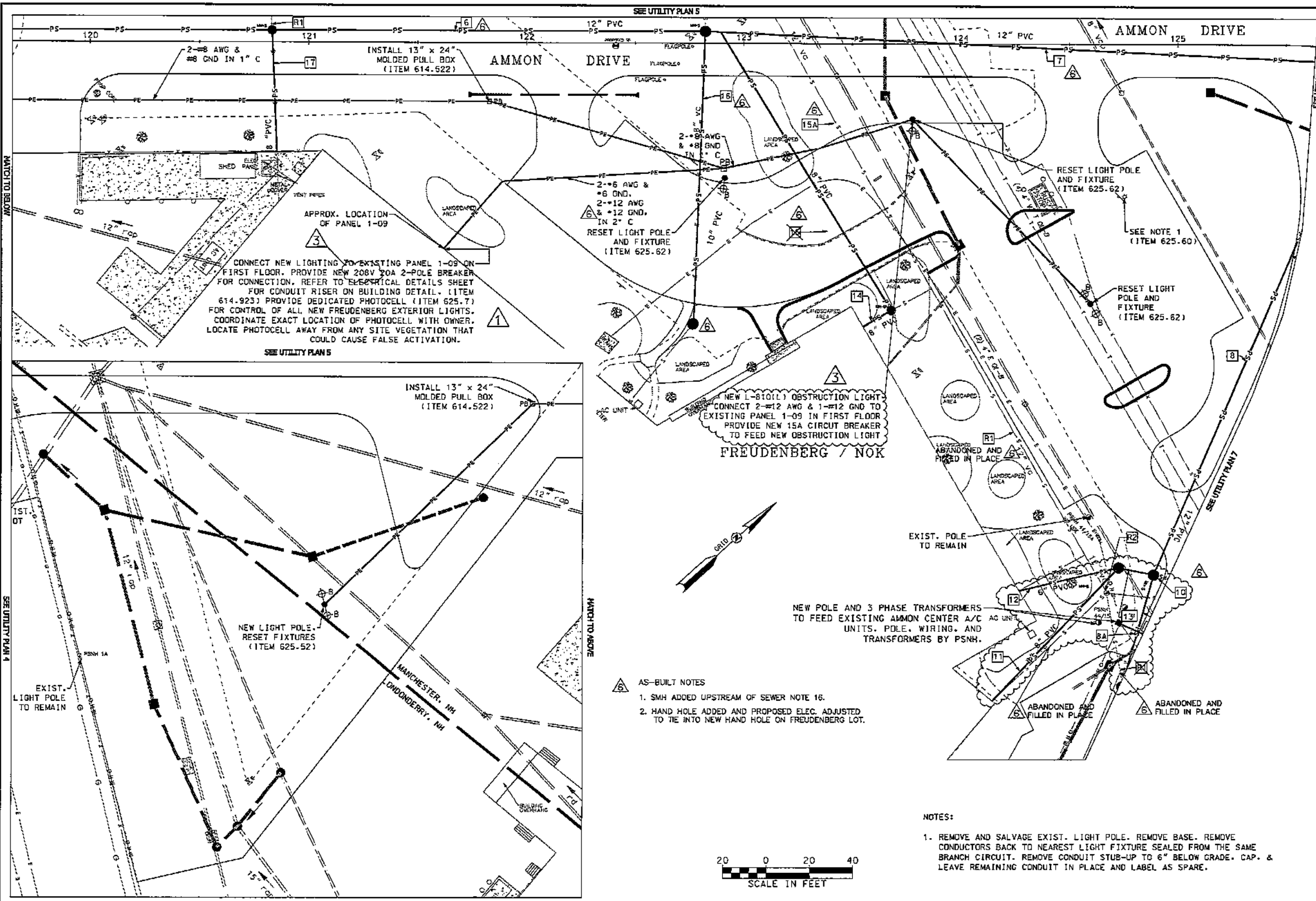
Webpage: www.hoyletanner.com

DESIGNED BY AOB/SBH | DRAWN BY SCS | CHECKED BY SBH/JFA

AS-BUILT

PROJ. No.: 093145
FILE NAME: 093145U00
AIP No.: 3-33-0011-101-2015

DRAWING NO.
50
SHEET 50 OF 107



AS-BUILT NOTES

1. SMH ADDED UPSTREAM OF SEWER NOTE 16.
2. HAND HOLE ADDED AND PROPOSED ELEC. ADJUSTED TO TIE INTO NEW HAND HOLE ON FREUDENBERG LOT.

NOTES:

1. REMOVE AND SALVAGE EXIST. LIGHT POLE. REMOVE BASE. REMOVE CONDUCTORS BACK TO NEAREST LIGHT FIXTURE SEALED FROM THE SAME BRANCH CIRCUIT. REMOVE CONDUIT STUB-UP TO 6" BELOW GRADE. CAP. & LEAVE REMAINING CONDUIT IN PLACE AND LABEL AS SPARE.

20 0 20 40
SCALE IN FEET

Hoyle, Tanner & Associates, Inc.

CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

MANCHESTER - BOSTON REGIONAL AIRPORT

UTILITY PLAN
SHEET 9 OF 9

SCALE: AS SHOWN | DATE: MARCH 2015

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY
1	4/3/2015	ADDENDUM #2 - PHOTOCELL	SCS
2	4/21/2015	REMOVAL OF BID ALTERNATE #1	SCS
3	6/10/2015	INSTALL OBSTRUCTION LIGHTS	AGB
6	12/29/15	AS-BUILT DOCUMENTS	BKN

PROJ. No.: 093145
FILE NAME: 093145U00
AIP No.:3-33-0011-101-2015

DRAWING NO.
52
SHEET 52 OF 107 REV 1

SEWER NOTES

1 STA. 104+31.57 RT. 33.79' - STA. 107+26 LT. 5.5'
CONST. 264' x 12" PVC
REMOVAL OF EXISTING 12" VC PIPE & SMH - (SUBSID.)
EXISTING SEWER METER STATION RIM = 217.04
12" INV. IN (S) = ~~210.35~~ (FIELD VERIFY) 210.51
CONNECTING TO EXISTING SEWER METER STATION
CONST. SEWER MANHOLE, 5' DIA. @107+26 LT. 5.5'
12" INV. IN (N) = ~~211.05~~ 211.08
12" INV. IN (E) = ~~211.00~~ 211.06
12" INV. OUT (S) = ~~210.95~~ 211.02
RIM= 221.0'

2 STA. 107+26 LT. 5.50' - STA. 109+40.19 LT. 170.18'
CONST. 270' x 12" PVC
REMOVAL OF EXISTING 12" VC PIPE & SMH - (SUBSID.)
STA. 109+40.19 LT. 170.18', CONNECT TO EXISTING SMH
12" INV. IN (N) = +/- ~~211.8~~ (FIELD VERIFY) 211.79
12" INV. OUT (S) = ~~211.7~~ (FIELD VERIFY) 211.70

3 STA. 107+26 LT. -5.5 - STA. 112+26 LT. 5.5'
CONST. 500' x 12" PVC
CONST. SEWER MANHOLE, 4' DIA. @112+26 LT. 5.5'
12" INV. IN (E) = ~~212.35~~ 212.32
12" INV. OUT (W) = ~~212.25~~ 212.23
RIM = 221.2'

4 STA. 112+26 LT. 5.5' - STA. 117+16 LT. 5.5'
CONST. 490' x 12" PVC
CONST. SEWER MANHOLE, 4' DIA. @117+16 LT. 5.5'
12" INV. IN (E) = ~~213.53~~ 213.50
12" INV. OUT (W) = 213.43
RIM = 223.3'

5 STA. 117+16 LT. 5.5' - STA. 120+83 LT. 5.5'
CONST. ~~367'~~ x 12" PVC 394'
CONST. SEWER MANHOLE, 4' DIA. @120+83 LT. 5.5'
12" INV. IN (E) = ~~214.44~~ 214.37
8" INV. IN (S) = 214.8'
12" INV. OUT (W) = ~~214.34~~ 214.33
RIM = 223.2'

6 STA. 120+83 LT. 5.5' - STA. ~~123+18 LT 5.5'~~ 122·82, LT. 5.5'
CONST. ~~235'~~ x 12" PVC 199'
CONST. SEWER MANHOLE, 5' DIA. @123+18, LT. 5.5'
12" INV. IN (E) = ~~215.06~~ 214.79
10" INV. IN (S) = 215.3'
12" INV. OUT (W) = ~~214.96~~ 214.71
RIM= 222.1'

7 STA ~~123+18 LT. 5.5'~~ 122·82, LT. 5.5' - STA. ~~125+96 RT. 4.7'~~ 125·84, RT. 6.2'
CONST. ~~277'~~ x 12" PVC 374'
CONST. SEWER MANHOLE, 5' DIA. ~~@125+96, RT. 4.7'~~ @·84.30, RT. 6.2'
12" INV. IN (S) = ~~215.78~~ 215.48
12" INV. OUT (W) = ~~215.68~~ 215.45
RIM= 223.0'

8 STA. ~~125+96 RT. 4.7'~~ 125·89, RT. 13.5' - STA. ~~502+79 RT 17.76'~~ 502·68, RT. 17.9'
CONST. ~~272'~~ x 12" PVC 259'
CONST. SEWER MANHOLE, 5' DIA. @502+79 RT. 17.76'
12" INV. IN. (S) = 216.48
8" INV. IN (W)= 216.58
2" HDPE INV. IN (E) = 217.0
12" INV. OUT (W) = ~~216.38~~ 216.09
RIM= 222.8'

9 STA. ~~502+79 RT 17.76'~~ 503·21, RT. 9.8' - STA. 503+90 LT 37.39'
CONST. ~~124'~~ x 8" PVC 84'
CONST. SEWER MANHOLE, 4' DIA. @503+90 LT. 37.39'
REMOVAL OF EXISTING SMH - (SUBSID)
8" VC INV. IN (S) = ~~217.09~~ (FIELD VERIFY) 217.19
8" PVC INV. OUT (W) = ~~217.00~~ 217.13
RIM= 223.9'

10 STA. ~~502+79 RT 17.76'~~ 502·68, RT. 17.9' - STA. 502+01 LT. 226.81
CONST. ~~257'~~ x 2" HDPE 84'
HYMAX COUPLING - MATCH EXISTING INVERT
(FIELD VERIFY EXISTING 8" VC PIPE)
2" INV. OUT = ~~217.0'~~ 216.98
REMOVAL OF EXISTING 8" VC AND 2" FM - (SUBSID)

11 STA. 503+52 RT. 61.54' - STA. ~~502+89 RT. 43.46'~~ 502·71, RT. 34.0'
CONST. ~~66'~~ x 8" PVC, SEWER SERVICE 85'
CONNECTING TO EXISTING 8" VC SERVICE AT BUILDING
WITH FERNCO COUPLING - MATCH EXISTING INVERT (FIELD VERIFY)
CONST. SEWER MANHOLE, 4 DIA. @502+89 RT. 43.46'
CONNECTING TO SMH
6" PVC INV. IN (W) = ~~217.03~~ 216.99
6" PVC INV. IN (S) = ~~217.03~~ 217.00
8" PVC INV. OUT = ~~216.93~~ 216.89
RIM= 223.1'

12 STA. 503+00 RT. 71.39' - STA. ~~502+89 RT 43.46'~~ 502·71, RT. 34.0'
CONST. ~~30'~~ x 6" PVC, SEWER SERVICE 47'
REMOVE EXISTING SERVICE - (SUBSID.)
CONNECTING TO EXISTING 6" PVC SERVICE AT BUILDING (FIELD VERI
WITH FERNCO COUPLING (IF NEEDED) - MATCH EXISTING INVERT
CONNECTING TO SERVICE SMH
6" PVC INV. IN = ~~217.13~~ 217.11

13 STA. ~~502+79 RT. 17.76'~~ 502·68, RT. 17.9' - STA. ~~502+89 RT. 43.46'~~ 502·71, RT. 34.0'
CONST. ~~28'~~ x 8" PVC 16'
CONNECTING TO SMH
8" PVC INV IN. = ~~216.58~~ 216.42
CONNECTING TO SERVICE SMH
8" PVC INV. OUT = ~~216.93~~ 216.32

14 STA. 123+55 RT. 131.58' - STA. 123+68 RT. 123.93'
CONST. 15' X 8" PVC
REMOVE EXISTING SERVICE - (SUBSID.)
CONNECTING TO EXISTING SERVICE AT BUILDING (FIELD VERIFY)
WITH FERNCO COUPLING - MATCH EXISTING INVERT
CONNECTING TO SERVICE SMH
CONST. SEWER MANHOLE, 4' DIA. @123+68, RT. 123.93'
8" PVC INV. IN = ~~216.4'~~ 216.71
8" PVC INV. OUT = ~~216.3'~~ (FIELD VERIFY CONNECTIONS) 216.64
RIM = 223.2'

15 ~~STA. 123+03 RT. 43.77' - STA. 123+68 123.93'~~
~~CONST. 103' x 8" PVC, 8" x 10" WYE~~
~~CONNECTING AT 8" X 10" WYE - (FIELD VERIFY CONNECTION)~~
~~CONNECTING TO SERVICE SMH~~
~~8" PVC INV. OUT = 216.3'~~

16 STA. 122+77 RT 130.29 - STA. ~~123+18 LT. 5.5'~~ 122·82, LT. 5.5'
CONST. ~~142'~~ x 10" PVC, ~~CORE, REBUILT INVERT~~ 135'
~~CONNECTING SMH - MATCH EXISTING INVERT - (FIELD VERIFY)~~
~~CONNECT TO SMH~~ INV OUT · 216.41 — CONST. SEWER MANHOLE, 4' DIA. @·77, RT. 130'
10" PVC INV. IN = ~~215.5'~~ 216.58
REMOVE EXISTING 8" VC SERVICE - (SUBSID.) SERVICE IN · 216.86

17 STA. 120+83 LT. 5.5' - STA. 120+85 RT. 51.14'
CONST. 57' x 8" PVC,
REMOVE EXISTING 8"VC SERVICE - (SUBSID.)
CONNECT AT EDGE PARKINGLOT - MATCH EXISTING (FIELD VERIFY)
CONNECT SMH
8" PVC INV IN. = ~~215.0'~~ 215.01

R1 MULTIPLE LOCATIONS
REMOVAL OF 0"-12" PIPE - SEWER

R2 MULTIPLE LOCATIONS
REMOVAL OF STRUCTURES - SEWER MANHOLES

NOTE: ALL SEWER MANHOLE FRAME / COVER RIM ELEVATIONS SHALL MATCH PROPOSED FINISHED GRADE.

WATER NOTES

1 STA. 301+99.8 TO STA. 302+38.1, LT. 22.0'
REMOVE & SALVAGE EXISTING HYDRANT (SUBSID. TO 611.811)
CONST. RELOCATED 6" HYDRANT ASSEMBLY @+38.1, LT. 22.0'
REMOVE 41.0 LF x EXIST. WATERMAIN

2 STA. 303+04.0, LT. 4.3'
REMOVE & SALVAGE EXISTING HYDRANT, PIPE, & VALVE. CAP & PLUG

3 STA. 306+47.3, LT. 13.5' TO STA. 306+47.3, RT. 66.3'
REMOVE & SALVAGE EXISTING HYDRANT & VALVE. CAP & PLUG (SUBSID. TO 611.811)
CONST. RELOCATED ~~8"~~ HYDRANT ASSEMBLY @+47.3, RT. 66.3' 6"
CONST. 79.8 LF x ~~8"~~ DI PIPE 6"
CONST. ~~8"~~ GATE VALVE 6"

4 STA. 108+20.4, RT. 3.5' TO STA. 106+82.1, RT. 74.6'
REMOVE 199.7 LF x 8" WATERLINE
REMOVE EXISTING VALVES

5 STA. 108+20.4, RT. 3.5' TO STA. 108+33.1, RT. 54.9'
REMOVE 51.6 LF x 8" WATERLINE
REMOVE EXISTING VALVES

6 STA. 106+82.1, RT. 74.6' TO STA. 108+33.07, RT. 54.9'
REMOVE 149.4 LF x 8" WATERLINE
REMOVE EXISTING VALVES

7 STA. 108+18.5, LT. 48.5 TO STA. 108+20.4, RT. 3.5'
REMOVE 52.4 LF x 8" WATERLINE
REMOVE EXISTING VALVE PIT

8 STA. 109+71.1, LT. 49.5' TO STA. 109+71.1, RT. 19.0'
REMOVE & SALVAGE EXISTING HYDRANT & VALVE. CAP & PLUG
CONST. RELOCATED ~~8"~~ HYDRANT ASSEMBLY @+71.1, RT. 55.0' 6"
CONST. 68.5 LF x ~~8"~~ DI WATERLINE 6"
CONST. ~~8"~~ GATE VALVE 6"

9 STA. 115+40.8, LT. 56.7' TO STA. 115+41.2, RT. 19.0'
REMOVE & SALVAGE EXISTING HYDRANT & PIPE. CAP & PLUG
CONST. RELOCATED ~~8"~~ HYDRANT ASSEMBLY @+41.2, RT. 55.0' 6"
CONST. 67.0 LF x ~~8"~~ DI WATERLINE 6"
CONST. ~~8"~~ GATE VALVE 6"

10 STA. 327+35.6, LT. 100.2' - 327+36.2, LT. 70.9'
REMOVE 29.4 LF x WATERLINE
REMOVE & SALVAGE EXISTING HYDRANT, VALVE, & PIPE. CAP & PLUG

11 STA. 328+21.1, RT. 27.5' TO STA. 328+31.9, RT. 28.8'
CONST. RELOCATED 8" HYDRANT ASSEMBLY @+21.1, RT. 27.5'
CONST. 10.0 LF x ~~6"~~ DI WATERLINE 8"
CONST. ~~6"~~ GATE VALVE 8"

7A STA. 125·84, RT. 6.2' - STA. 125·89, RT. 13.5'
CONST. 8' X 12" PVC
CONST. SEWER MANHOLE, 4' DIA. @125·89, RT.12.5'
12" INV. IN ·215.85
12" INV. OUT · 215.77

8A STA. 502·68, RT. 17.9 - STA. 503·21 RT. 9.8'
CONST. 54' X 8" PVC
CONST. SEWER MANHOLE, 4' DIA. @503·21, RT.9.8'
8" INV. IN ·217.00
8" INV. OUT · 216.95

15A STA. 123·68, RT. 123.9' - STA. 123·29 LT. 3.3'
CONST. 133' X 8" PVC, 8" X 12" WYE
CONNECTING AT 8" X 12" WYE-(FIELD VERIFY CONNECTION)
8" PVC INV. OUT ·215.53
8" PVC INV. IN · 215.57

(6) AS-BUILT RIM/INVERT ELEVATIONS HAVE BEEN INCORPORATED

AS-BUILT

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DESIGNED BY AGS/SBH | DRAWN BY SCS | CHECKED BY SBH/JMA

CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

MANCHESTER - BOSTON REGIONAL AIRPORT

WATER & SEWER NOTES

SCALE: AS SHOWN | DATE: MARCH 2015

REVISIONS

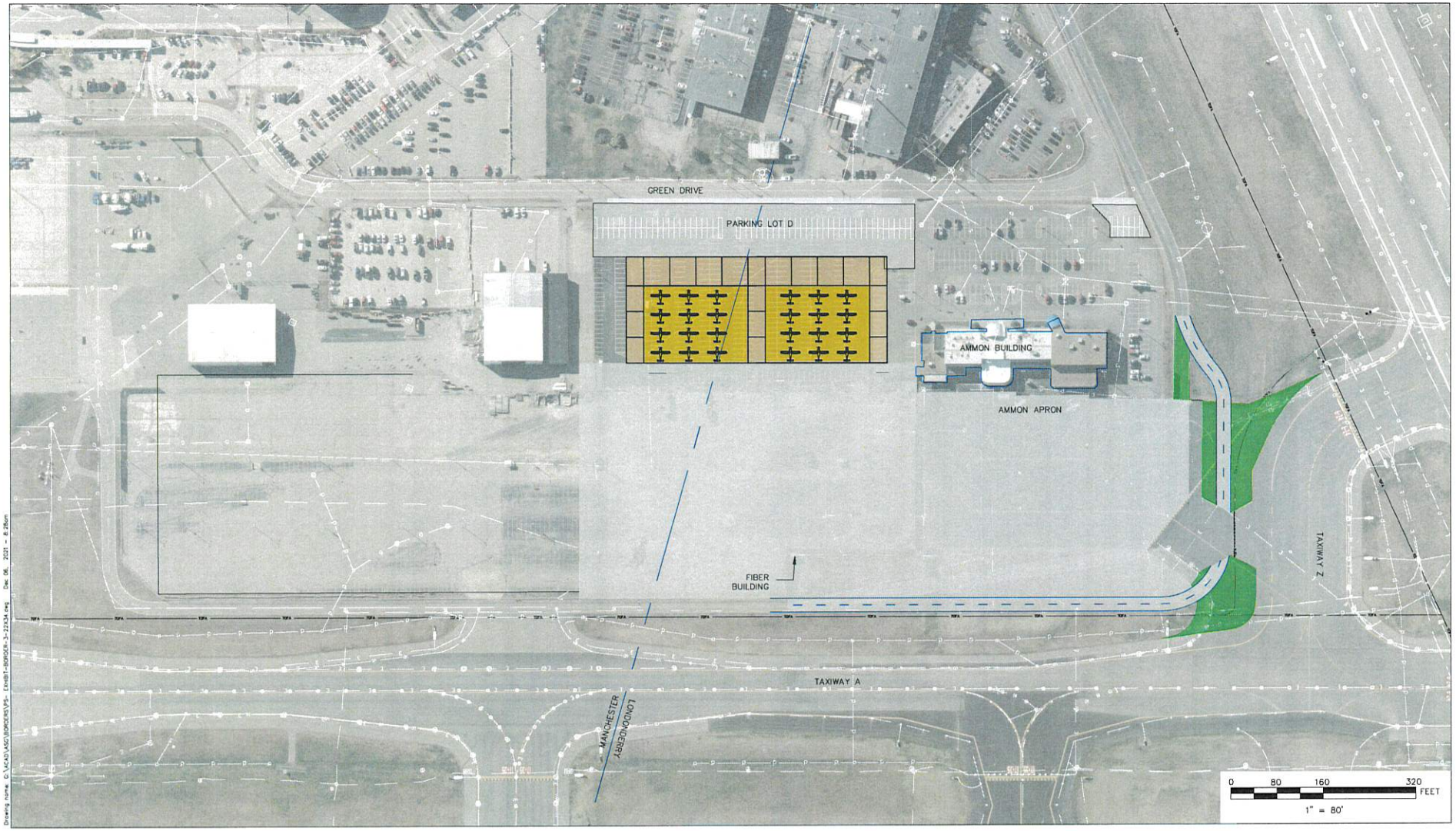
REV NO	DATE	DESCRIPTION	BY
1	4/21/2015	REMOVAL OF BID ALTERNATE #1	SCS
6	12/29/15	AS-BUILT DOCUMENTS	BKW

PROJ. No.: 093145
FILE NAME: 093145UN00
AIP No.:3-33-0011-101-2015

DRAWING NO.
53
SHEET 53 OF 107

APPENDIX B

Conceptual Existing and Proposed Utility Plans



SOURCE: 2017 PROJECT PHOTO

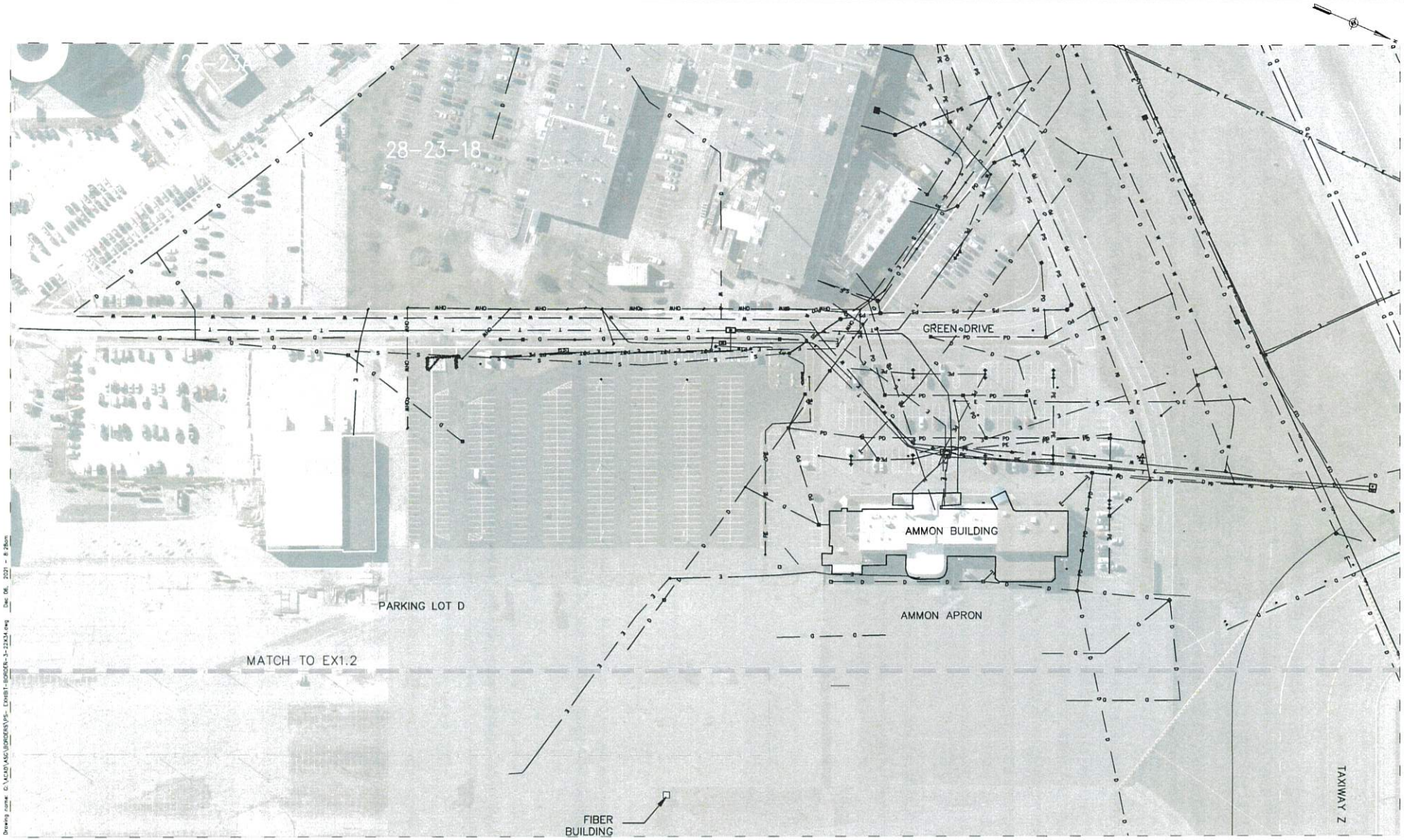
HOYLE TANNER

PROPOSED HANGAR FACILITY

PROPOSED HANGAR CLASSROOMS

PROPOSED PARKING LOT AND AIRCRAFT APRON

EXISTING CONDITIONS
EX1.0
02/25/2022

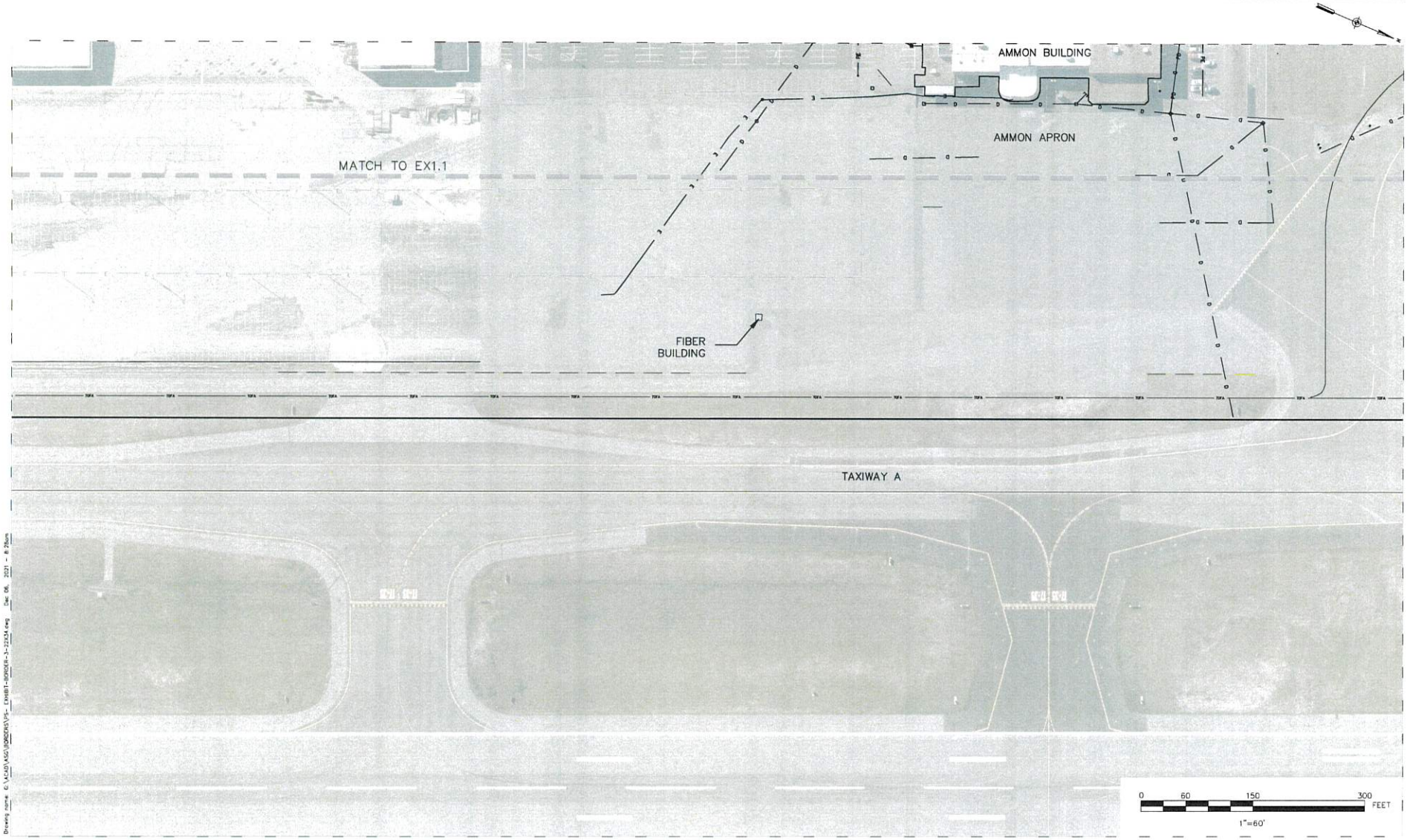


SOURCE: 2017 PROJECT SOURCE

HOYLE TANNER

EXISTING UTILITIES SHEET 1 OF 2
EX1.1
02/25/2022

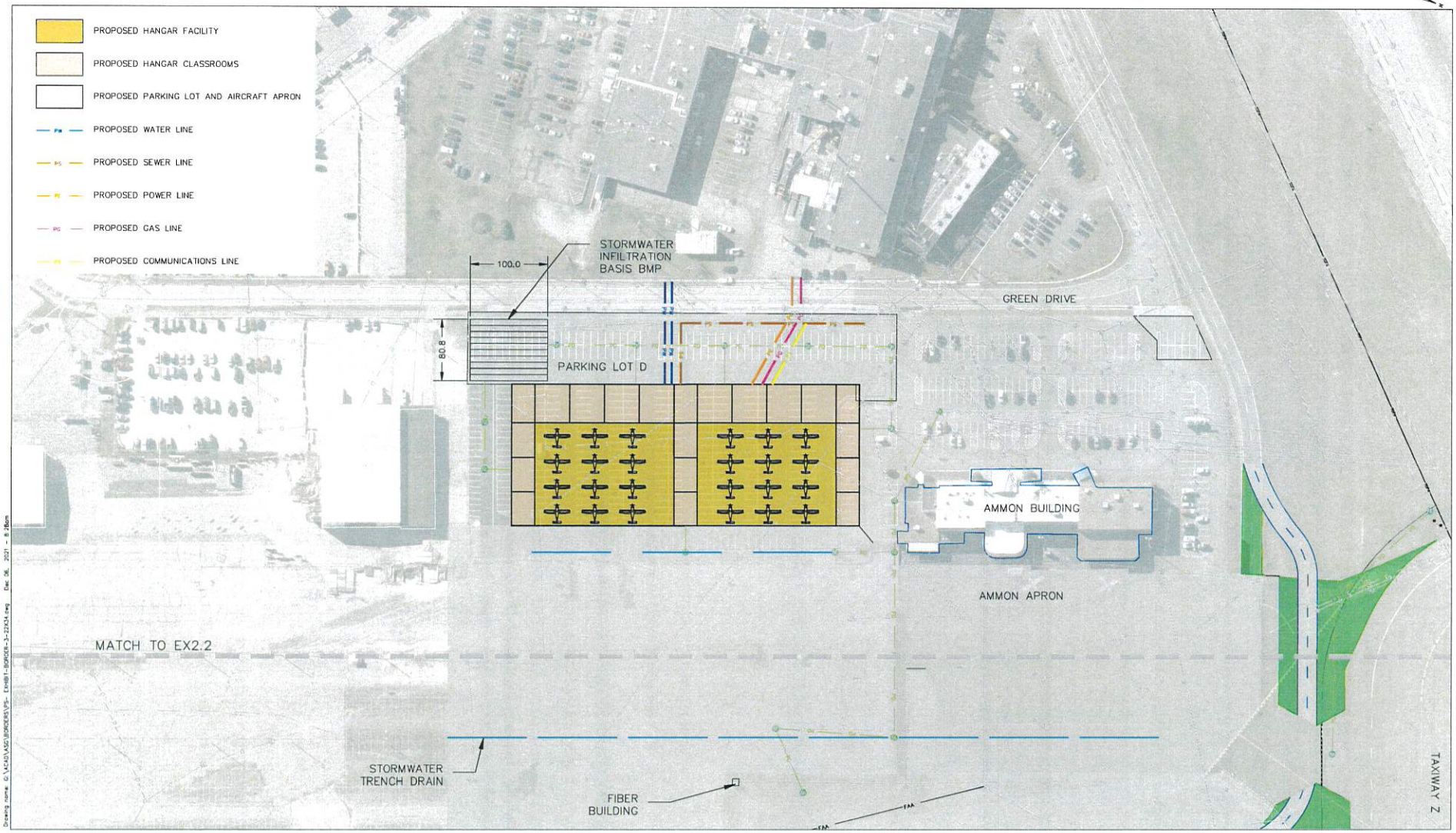
0 60 150 300 FEET
1"=60'



SOURCE: 2017 PROJECT SOURCE

HOYLE TANNER

EXISTING UTILITIES SHEET 2 OF 2
EX1.2
02/25/2022

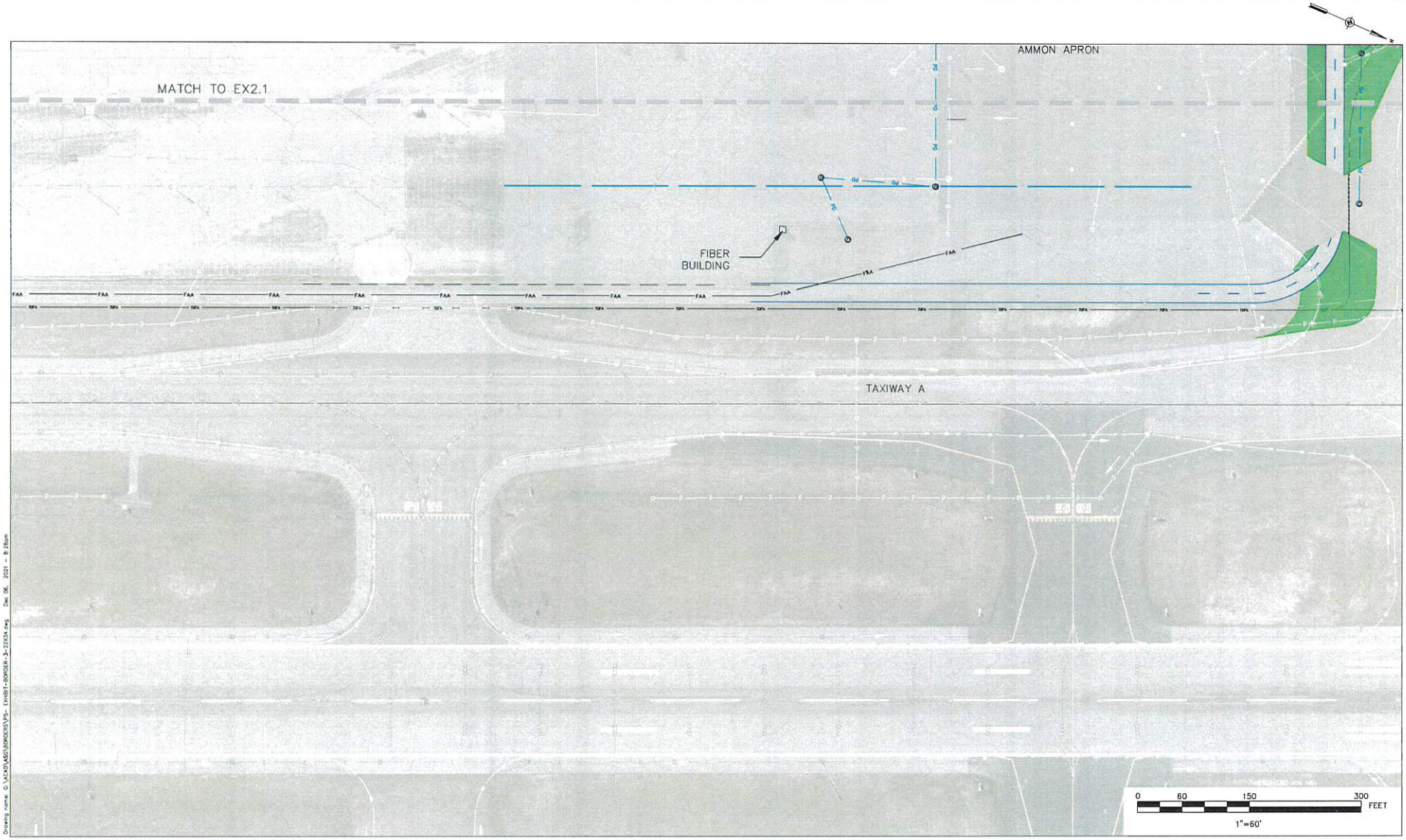


SOURCE: 2017 PROJECT SOURCE

HOYLE TANNER

PROPOSED UTILITIES SHEET 1 OF 2
EX2.1
02/25/2022

0 60 150 300 FEET
1"=60'



SOURCE: 2017 PROJECT SOURCE

HOYLE TANNER

PROPOSED HANGAR FACILITY

PROPOSED HANGAR CLASSROOMS

PROPOSED PARKING LOT AND AIRCRAFT APRON

PROPOSED UTILITIES SHEET 2 OF 2
EX2.2
02/25/2022

APPENDIX C

Excerpts of Airport Master Drainage Plan (2 Sheets Indicating Outfall Locations)

Manchester·Boston
REGIONAL AIRPORT

MASTER DRAINAGE PLAN
MANCHESTER • BOSTON REGIONAL AIRPORT
FOR
CITY OF MANCHESTER
DEPARTMENT OF AVIATION
MANCHESTER, NEW HAMPSHIRE

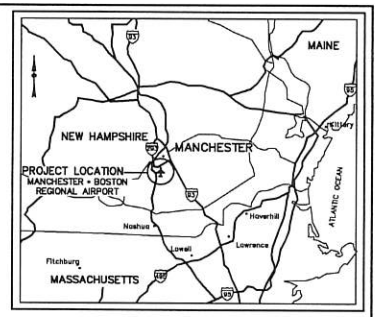
PREPARED BY: McFarland Johnson - OCTOBER, 2010

DRAINAGE OUTFALLS AND CONTRIBUTING OUTLET SUMMARY

OUTFALL NO.	DESCRIPTION	CONTRIBUTING OUTLETS	SHEET NO.'S
OUTFALL 1	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND CURRENTLY REMAINS IN USE.	OUTLETS 0-1-1 TO 0-1-9	C2, C3, C4, C6
OUTFALL 2	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND CURRENTLY REMAINS IN USE.	OUTLETS 0-2-1 TO 0-2-4	C1, C2, C4
OUTFALL 3	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND HAS BEEN ELEIMINATED DUE TO THE RELOCATION OF BROWN ROAD.	N/A	
OUTFALL 4	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994. DRAINGE WAS RCONFIGURED UNDER THE NORTH PERIMETER ROAD RELOCATION PROJECT. RECORD DRAWINGS DATED 09-06-02.	OUTLETS 0-4-1 TO 0-4-4	C1, C3, C5, C6
OUTFALL 5	ORIGINALLY SHOWN ON HTA DRAWING 1994. OUTFALL MAY HAVE BEEN SHOWN INCORRECTLY BY HTA. US ARMY QUAD SHEETS DO NOT SHOW OUTFALL 5. QUAD SHEETS ARE INCONSISTENT FROM SHEET TO SHEET. OUTFALL 5 DOES NOT EXIST AS OF THIS UPDATE. HISTORY OF CHANGE NOT EVIDENT.		
OUTFALL 6	INCORRECTLY SHOWN ON HTA DRAWING. US ARMY QUAD DRAWINGS DO SHOW THE CORRECT LOCATION. OUTFALL 6 CONTINUES TO EXIST AT THE UPDATED LOCATION MAPPING OF THIS SET.		
OUTFALL 7	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND CURRENTLY REMAINS IN USE.	OUTLETS 0-7-1 TO 0-7-2	C5, C9
OUTFALL 8	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND CURRENTLY REMAINS IN USE.	OUTLET 0-8-1	C5, C9
OUTFALL 9	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND CURRENTLY REMAINS IN USE.	OUTLETS 0-9-1 TO 0-9-27	C5, C9, C10, C11, C13, C14
OUTFALL 10	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND CURRENTLY REMAINS IN USE.	OUTLET 0-10-1	C5, C9
OUTFALL 10A	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND CURRENTLY REMAINS IN USE.	OUTLET 0-10A-1	C5, C9
OUTFALL 11	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND CURRENTLY REMAINS IN USE.	OUTLETS 0-11-1 TO 0-11-5	C7
OUTFALL 12	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994. THE USE OF THIS OUTFALL WAS CHANGED DUE TO MERRIMACK RIVER OUTFALL PROJECT DATED 12/20/06. OUTFALL CURRENTLY EXISTS AS AN OVERFLOW RELIEF FOR OUTFALL 19 STORM DRAIN.	OUTLET 0-12-1	C4
OUTFALL 13	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND CURRENTLY REMAINS IN USE.	OUTLETS 0-13-1 TO 0-13-8	C2, C4
OUTFALL 14	ORIGINALLY LOCATED IN THE VICINITY OF OUTFALLS 20-22, BUT WAS REMOVED DUE TO THE EXTENSION OF RUNWAY 24. OUTFALL 14 NO LONGER EXISTS.	N/A	
OUTFALL 15	ORIGINALLY ESTABLISHED DURING THE "CONTRACT 2 - RELOCATE AIRPORT ROAD", DATED 10/2000. RECORD DRAWINGS APRIL 2004. NOTE: OUTFALL 15 WAS NOTED AS OUTFALL 14 ON THE PREVIOUS DRAINAGE PLAN BY CLD, AND WAS CHANGED TO REFERENCE OUTFALL 15.	OUTLETS 0-15-1 TO 0-15-2	C1 - C4
OUTFALL 16	ORIGINALLY DESIGNATED UNDER HTA PLAN DATED, 1994 AND CURRENTLY REMAINS IN USE.	OUTLETS 0-16-1 TO 0-16-9	C7, C8, C11, C12
OUTFALL 17	ESTABLISHED DURING THE EXTENSION OF RW 35, DATED APRIL 2002.	OUTLETS 0-17-1 TO 0-17-19	C10, C11, C14
OUTFALL 18	ESTABLISHED DURING THE EXTENSION OF RW 35, DATED APRIL 2002.	OUTLETS 0-18-1 TO 0-18-12	C8, C12
OUTFALL 18A	ESTABLISHED DURING THE ANALYSIS OF DRAINAGE AREA 18.	OUTLET 0-18A-1	C11, C12
OUTFALL 18B	ESTABLISHED DURING THE ANALYSIS OF DRAINAGE AREA 18.	OUTLET 0-18B-1	C11
OUTFALL 19	ESTABLISHED DUE TO THE CONSTRUCTION OF THE STORM WATER PIPELINE AND MERRIMACK RIVER OUTFALL PROJECT DATED 12/20/06.	OUTLETS 0-19-1 TO 0-19-16	C2 - C7, C9 - C11
OUTFALL 20-22	ESTABLISHED DUE TO THE RELOCATION OF HARVEY ROAD AND RECONTRUCTION AND EXTENSION OF RW 24 PHASE II, DATED JUNE 1998. OUTFALLS 21 & 22 BOTH HAVE 1 OUTLET	OUTLETS 0-20-1 TO 0-20-4	C13
OUTFALL 23	ESTABLISHED DUE TO THE DEVELOPMENT OF PARKING LOT G DATED 2/23/07.	OUTLETS 0-23-1 TO 0-23-2	C8
OUTFALL 24	ESTABLISHED DUE TO THE DEVELOPMENT OF PARKING LOT F DATED 9/13/04, AND ANALYSIS OF THE SURROUNDING DRAINAGE AREAS.	OUTLETS 0-24-1 TO 0-24-2	C2

MASTER LIST OF PROJECTS & DRAWINGS COMPILED FOR UPDATING MHT MASTER DRAINAGE PLAN

PROJECT NAME	PROJECT DATE
1. AMMON TERMINAL EXPANSION	4/3/85
2. T/W H & F DRAINAGE PLAN	05/01/91
3. PROPOSED HILL AIR CARGO FACILITY	11/27/92
4. NEW TERMINAL PROGRAM	01/01/93
5. UNITED PARCEL SERVICE AIR CARGO FACILITY	04/12/94
6. CARGEX AIR CARGO FACILITY	05/15/96
7. RECONSTRUCT & EXTEND R/W 6-24 PH1, LEDGE REMOVAL 24 END	08/01/97
8. GENERAL AVIATION FACILITY	03/31/98
9. HARVEY ROAD RELOCATION	04/01/98
10. RECONSTRUCTION AND EXTENSION R/W 24 PH2	06/01/98
11. ATCT & BASE BUILDING	08/01/98
12. KELLY AVENUE RELOCATION	08/01/98
13. INFILTRATION DITCH @ GREEN AVE	07/01/98
14. PARKING STRUCTURE - UTILITIES RELOCATION PLAN	09/29/98
15. EAST RAMP RECONSTRUCTION (WIGGINS FBO)	10/01/98
16. PARKING AREA IMPROVEMENTS	07/13/99
17. LONG TERM PARKING ENTRANCE	10/01/99
18. NEW ARFF/MAINTENANCE FACILITY - UTILITES	11/19/99
19. MANCHESTER TERMINAL PARKING GARAGE	02/08/00
20. EXECUTIVE HEALTH AND SPORTS CENTER	05/01/00
21. AIRPORT ROAD DETOUR CONTRACT 1	07/20/00
22. BROWN AVE. DETOUR IMPROVEMENTS	08/20/01
23. ATCT & BASE BUILDING	10/12/01
24. RECONSTRUCT AND EXTEND R/W 17-35 PH2, PART 4	01/01/02
25. RECONSTRUCT AND EXTEND R/W 17-35 PH2, PART 1A	02/02/02
26. RUNWAY 35 FILL-PH 2 - SUPP. AGREEMENT	04/03/02
27. NORTH PERIMETER ROAD RELOCATION OUTFALL SWALE	05/31/02
28. PARKING LOT C EXPANSION	08/25/02
29. N. PERIMETER ROAD RELOCATION	09/06/02
30. WIGGINS AIRWAYS FUEL FACILITY	10/04/02
31. CONTRACT 4 - BROWN AVE. IMPROVEMENTS	11/01/02
32. DETENTION POND #1 AND DAM IMPROVEMENTS	11/08/02
33. TERMINAL & EXPANSION PROJECT	01/17/03
34. RECONSTRUCT RUNWAY INTERSECTION PH. 2	03/28/03
35. WIGGINS AIRWAY FUEL FACILITY - ACCESS DRIVEWAY	08/24/03
36. AERO HEX HANGAR	11/01/03
37. CONTRACT 3 - CONSTRUCT TAXIWAY M	02/02/04
38. PARKING LOT E	02/18/04
39. CONTRACT 2 RELOCATE AIRPORT ROAD	04/01/04
40. PARKING LOT F	09/13/04
41. PARKING LOT D REPAIRS	07/01/05
42. STORM WATER PIPELINE & MERRIMACK RIVER OUTFALL	12/20/06
43. RECONSTRUCT PORTION OF R/W 6-24	12/22/06
44. CONSTRUCT PARKING LOT G	02/23/07
45. REMAIN OVERNIGHT APRONS - PHASE 2, APRON G2	03/18/07
46. REMAIN OVERNIGHT APRONS - PHASE 1, APRON G3	03/18/07
47. HEX HANGAR COMPLEX	08/18/07
48. CONSTRUCT SAND STORAGE FACILITY	11/30/07
49. MHT R/W 17-35 DRAINAGE ASSBUILTS	04/28/08
50. BROWN AVE. IMPROVEMENTS	08/11/08
51. RUNWAY 24 SAFETY AREA PROJECT	08/20/08
52. TERMINAL APRON ASR MITIGATION PROJECT	10/21/08
53. TERMINAL APRON ASR MITIGATION PROJECT PH. 2	03/01/09
54. DEICING COLLECTION & DRAINAGE IMP. ADJ. TO T/W M	09/09/09
55. PARKING LOT C EXPANSION	01/05/10
56. GRENIER FIELD - QUAD MAPS	NO DATE



LOCATION MAP

NOT TO SCALE

DRAWING INDEX

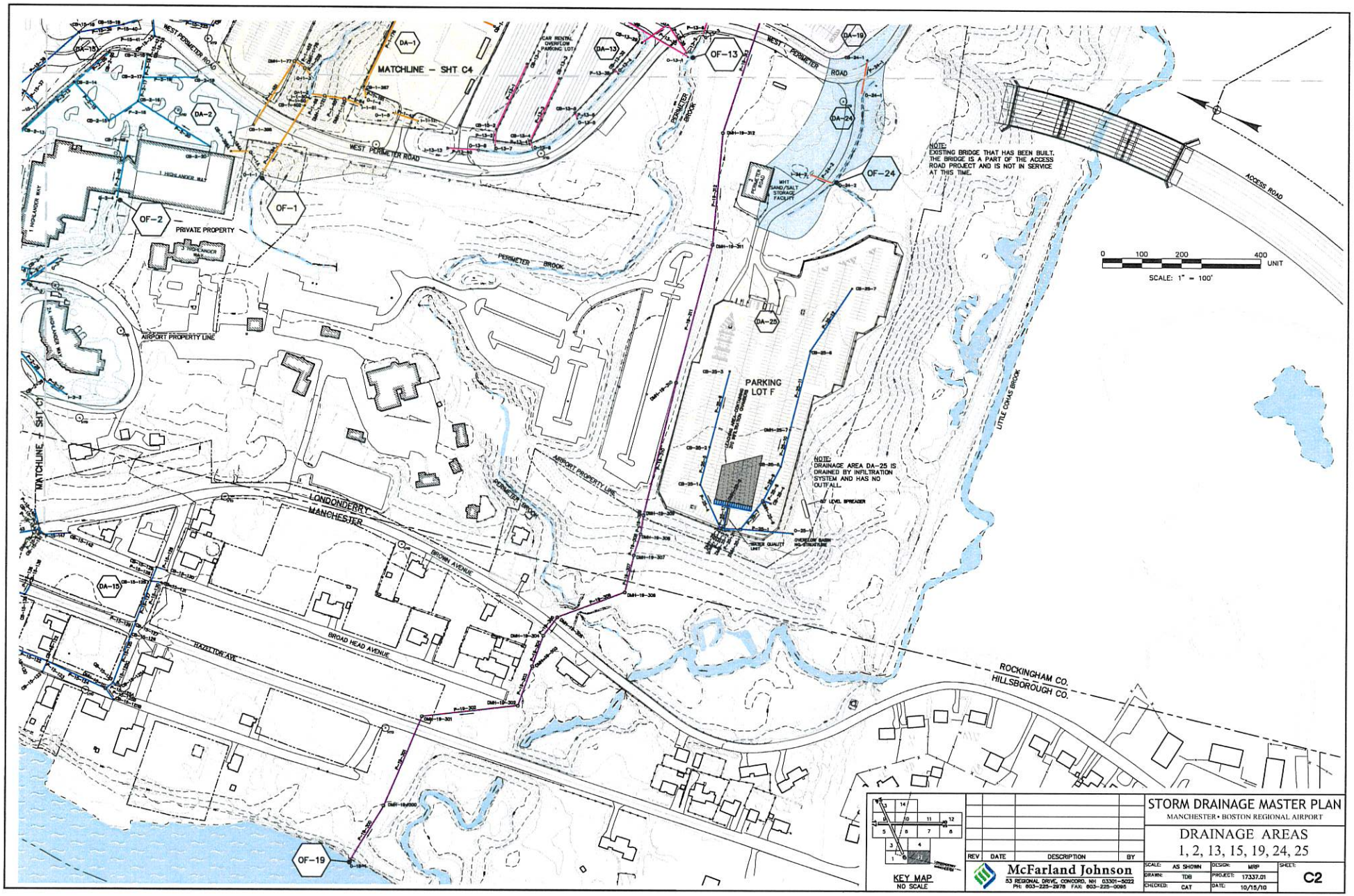
McFarland Johnson
53 REGIONAL DRIVE, CONCORD, NH 03301-5022
PH: 603-225-2870 FAX: 603-225-0095

NOTE:

THIS DRAWING SET OF PLANS SUMMARIZE'S EXISTING DRAINAGE SYSTEM INFORMATION ON AND AROUND THE PROPERTY OF MANCHESTER • BOSTON REGIONAL AIRPORT. THE INFORMATION IS A COMPILATION OF HISTORIC PLANS, FIELD SURVEY, AVAILABLE MAPPING, RECORD DRAWINGS, AND DESIGN PLANS. NOTE UNDERDRAINS AND MINOR INCIDENTAL DRAINAGE LINES ARE NOT SHOWN ON THIS PAPER SET OF DRAWINGS. THE LOCATION OF KNOWN UNDERDRAINS ARE AVAILABLE THROUGH RECORD PLANS AVAILABLE IN THE ARCHIVE AT THE ENGINEERING & PLANNING OFFICE AND ON THE AUTOCAD ELECTRONIC FILES OF THIS PLAN SET. EXISTING CONDITIONS OF ALL DRAINAGE SYSTEMS SHOULD BE VERIFIED PRIOR TO ANY REDESIGN OR ANALYSIS OF ANY SYSTEM.

Original prepared By: Hoyle Tanner & Assoc. Inc. - April, 1994
Revised By: CLD - July 7, 2000

McFarland Johnson Job NO. 17337.01



KEY MAP
NO SCALE

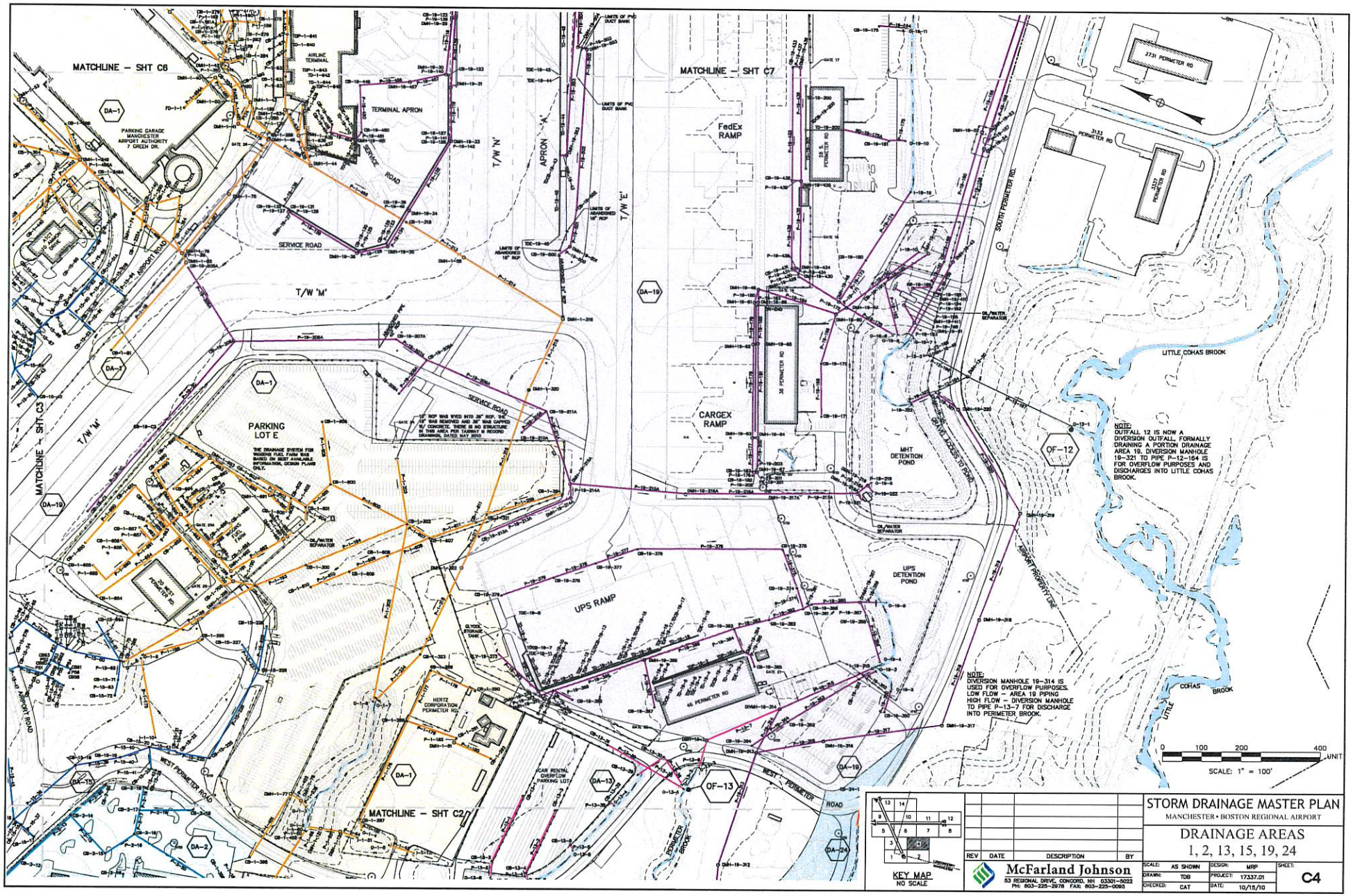
REV	DATE	DESCRIPTION	BY

McFarland Johnson
53 REGIONAL DRIVE, CONCORD, NH 03301-5222
PH: 603-225-2978 FAX: 603-225-0065

STORM DRAINAGE MASTER PLAN
MANCHESTER • BOSTON REGIONAL AIRPORT

DRAINAGE AREAS
1, 2, 13, 15, 19, 24, 25

SCALE:	AS SHOWN	DESIGN:	MRP	SHEET:
DRAWN:	TDB	PROJECT:	17337.01	C2
CHECKED:	CAT	DATE:	10/15/10	



KEY MAP
NO SCALE

REV	DATE	DESCRIPTION	BY

STORM DRAINAGE MASTER PLAN

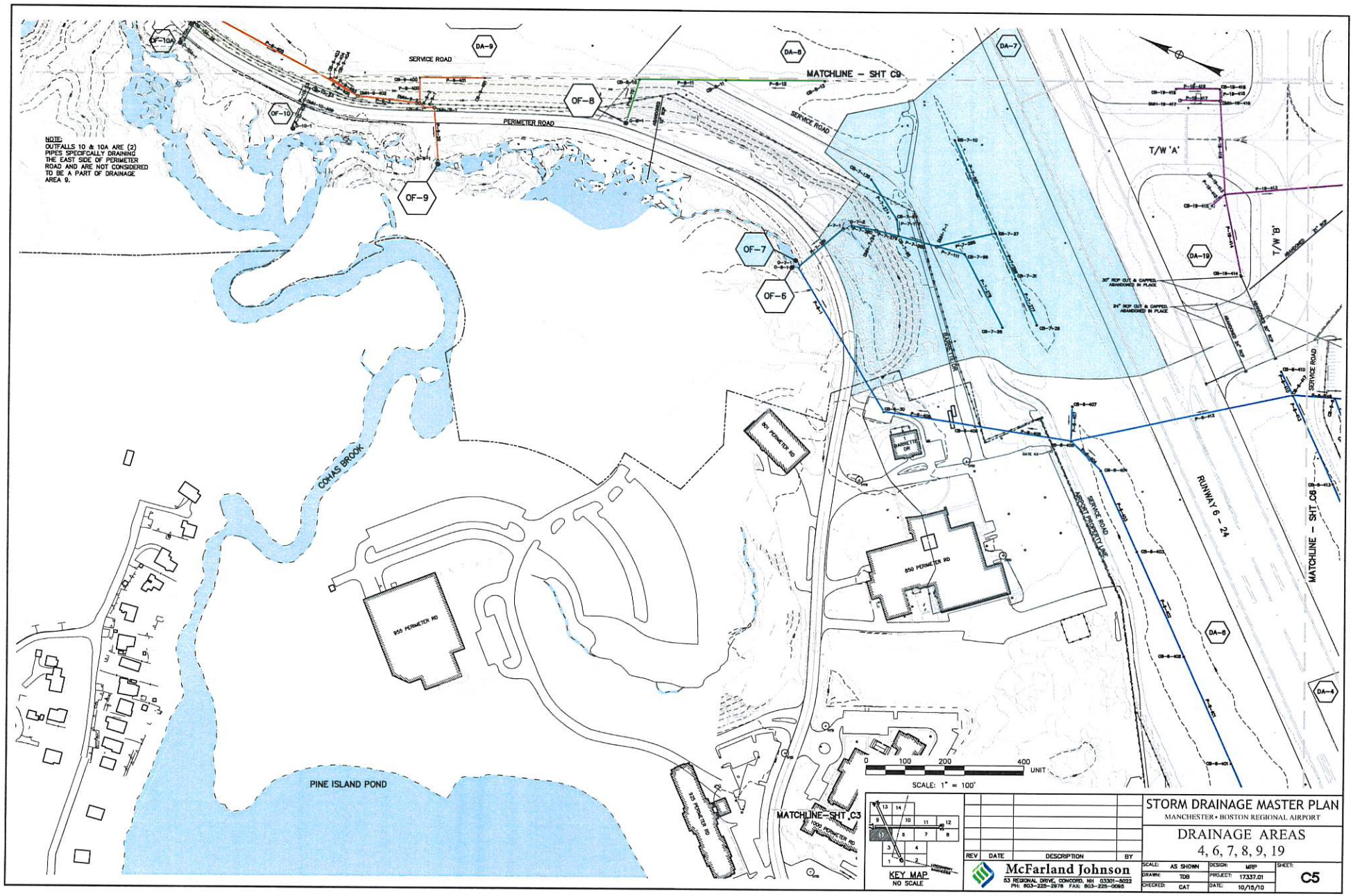
MANCHESTER • BOSTON REGIONAL AIRPORT

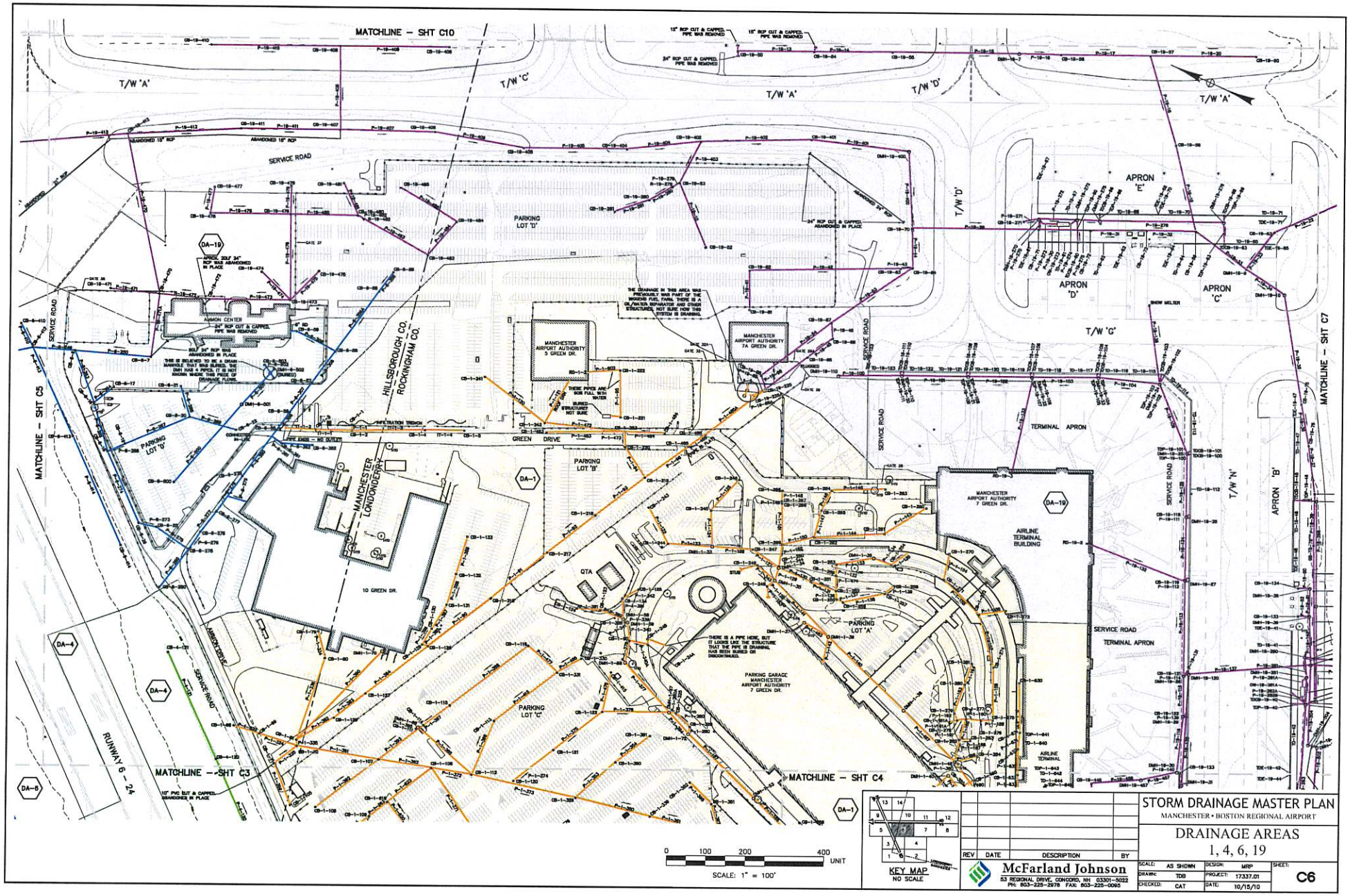
DRAINAGE AREAS 1, 2, 13, 15, 19, 24

McFarland Johnson
53 REGIONAL DRIVE, CONCORD, NH 03301-5022
PH: 603-225-2870 FAX: 603-225-0060

SCALE:	AS SHOWN	DESIGN:	MRP
DRAWN:	TDB	PROJECT:	17337.01
CHECKED:	CAT	DATE:	10/15/10

SHEET: C4


NOTE:
OUTFALLS 10 & 10A ARE (2) PIPES SPECIFCALLY DRAINING THE EAST SIDE OF PERIMETER ROAD AND ARE NOT CONSIDERED TO BE A PART OF DRAINAGE AREA 9.
SERVICE ROAD
PERIMETER ROAD
MATCHLINE – SHT C9
OF-10A
OF-10
OF-9
OF-8
OF-7
OF-6
DA-9
DA-8
DA-7
DA-10
DA-6
DA-4
T/W 'A'
T/W 'B'
COHAS BROOK
PINE ISLAND POND
950 PERIMETER RD
900 PERIMETER RD
850 PERIMETER RD
825 PERIMETER RD
1000 PERIMETER RD
RUNWAY 6 – 24
MATCHLINE – SHT C8
MATCHLINE – SHT C3
0 100 200 400 UNIT
SCALE: 1" = 100'
KEY MAP
NO SCALE
STORM DRAINAGE MASTER PLAN
MANCHESTER • BOSTON REGIONAL AIRPORT
DRAINAGE AREAS
4, 6, 7, 8, 9, 19
REV DATE DESCRIPTION BY
McFarland Johnson
63 REGIONAL DRIVE, CONCORD, NH 03301-5022
PH: 603-225-2870 FAX: 603-225-0065
SCALE: AS SHOWN
DESIGN: MRP
DRAWN: TDB
PROJECT: 17337.01
CHECKED: CAT
DATE: 10/15/10
SHEET: C5


MATCHLINE – SHT C10
MATCHLINE – SHT C5
MATCHLINE – SHT C7
MATCHLINE – SHT C3
MATCHLINE – SHT C4
T/W 'A'
T/W 'C'
T/W 'D'
T/W 'G'
T/W 'N'
SERVICE ROAD
PARKING LOT 'D'
PARKING LOT 'B'
PARKING LOT 'C'
PARKING LOT 'A'
APRON 'E'
APRON 'D'
APRON 'C'
APRON 'B'
TERMINAL APRON
GREEN DRIVE
HILLSBOROUGH CO.
ROCKINGHAM CO.
MANCHESTER AIRPORT AUTHORITY 9 GREEN DR.
MANCHESTER AIRPORT AUTHORITY 7A GREEN DR.
MANCHESTER AIRPORT AUTHORITY 7 GREEN DR.
MANCHESTER LONDONDERRY
10 GREEN DR.
AIRLINE TERMINAL BUILDING
AIRLINE TERMINAL
PARKING GARAGE MANCHESTER AIRPORT AUTHORITY 7 GREEN DR.
QTA
RUNWAY 6 – 24
DA-1
DA-4
DA-5
DA-19
0 100 200 400 UNIT
SCALE: 1" = 100'
KEY MAP
NO SCALE
REV DATE DESCRIPTION BY
McFarland Johnson
53 REGIONAL DRIVE, CONCORD, NH 03301-5022
PH: 603-225-2978 FAX: 603-225-0095
STORM DRAINAGE MASTER PLAN
MANCHESTER • BOSTON REGIONAL AIRPORT
DRAINAGE AREAS
1, 4, 6, 19
SCALE: AS SHOWN
DESIGN: MRP
DRAWN: TDB
PROJECT: 17337.01
CHECKED: CAT
DATE: 10/15/10
SHEET: C6

APPENDIX D

Engineer's Estimate of Probable Project Costs

HOYLE TANNER

Project No. 19.309301.03
Location: Manchester, NH
Task: Quantity Calculations
Calculated By: RSM Date: 2/24/22
Checked By: RMF Date: 2/26/22

	Item	Description	Unit	Quantity	Unit Price	Item Amount
Airside Full Depth - Option A	1	Excavation - In Asphalt or Concrete Areas (36" Deep)	SF	348,595	$1.7	$580,992
	2	Excavation - In Grass Areas (36" Deep)	CY	49,757	$1.3	$66,343
	3	Excavation of Existing Vehicle Service Road (12" Deep)	CY	0	$0.6	$0
	4	Excavation - Stormwater Pipe	LF	2,000	$24.0	$48,000
	5	New Aircraft Apron Trench Drain	LF	1,121	$400.0	$448,360
	6	New Airfield Stormwater Pipe (12"-24")	LF	1,000	$175.0	$175,000
	7	New Airfield Stormwater Pipe (30"-48")	LF	500	$300.0	$150,000
	8	New Airfield Stormwater Catch Basin	EA	3	$5,000.0	$15,000
	9	Reconstruct Existing Aircraft Apron (Subbase, Base, Asphalt)	SF	348,595	$11.7	$4,092,118
	10	Expand Aircraft Apron in Existing Grass Area (Subbase, Base, Asphalt)	SF	49,757	$15.1	$749,949
	11	Construct Re-Aligned Vehicle Service Road	SF	18,138	$7.4	$133,818
	12	New Aircraft Tie Downs	EA	24	$1,000.0	$24,000
	13	New Electric Aircraft Charge Station	LS	2	$15,000.0	$30,000
	14	Seeding	SY	2,000	$5.0	$10,000
	15	Top Soil	SY	4,000	$20.0	$80,000
	16	Airfield Marking	SF	50,000	$2.0	$100,000
	17	New TW Lights	EA	30	$2,500.0	$75,000
	18	New TW Light Circuit	LF	1,500	$45.0	$67,500
	19	New Aircraft Apron Lights (Bases, Pole, Wire, Lights)	EA	4	$10,000.0	$40,000
	20	New Airfield Signs	EA	2	$6,000.0	$12,000
	21	New Security Fence	LF	300	$50.0	$15,000
	22	New Vehicle Security Gate	LS	1	$40,000.0	$40,000
	23	CSPP	LS	1	$20,000.0	$20,000
	24	SWPPP	LS	1	$20,000.0	$20,000
	25	Sedimentation & Erosion Control	LS	1	$40,000.0	$40,000
	26	Mobilization (10%)	LS	1	$703,307.9	$703,308
	27	Contingency (25%)	LS	1	$1,934,096.7	$1,934,097
						$9,670,484

FAA FIBER BLDG	Relocate FAA Fiber Building	LS	1	$500,000.0	$500,000

PAVEMENT REHAB DEDUCT, (4" MILL AND INLAY)	4" Mill and Inlay Bituminous (No gravels)	SF	348,595	-$5.8	-$2,004,421
	Excavation - Mill 4" Deep	SF	348,595	-$1.5	-$517,083
	Excavation - Stormwater Pipe	LF	-2,000	$24.0	-$48,000
	New Aircraft Apron Trench Drain	LF	-1,121	$400.0	-$448,360
	New Airfield Stormwater Pipe (12"-24")	LF	-1,000	$175.0	-$175,000
	New Airfield Stormwater Pipe (30"-48")	LF	-500	$300.0	-$150,000
					-$3,342,864

PROJECT ELEMENT (E1-E6)	PROJECT ELEMENT SUMMARY	COST
E1	Airside - Option A Full Depth Reconstruction	$9,670,484
E2	Airside - DEDUCT for Limited Pavement Rehab (4" Mill and Inlay)	-$3,342,864
E3	Airside - Option B Reconfigure TW Z	$930,117
E4	Landside - Vehicle Parking Lot + Site Civil	$2,555,354
E5	FAA Fiber Building	$500,000
E6	Airside - Option A Mill and Inlay (E1 + E2 Deduct)	$6,327,620
	Airside - Option A Mill and Inlay + TW Z (E1 + E2 Deduct + E3)	$7,257,737
	Airside/Landside - Option A Mill and Inlay + Park Lot/Site Civil (E4 + E6)	$8,882,974
	Airside/Landside - Option A Mill and Inlay + TW Z + Park Lot/Site Civil (E1 + E2 Deduct + E3 + E4)	$9,813,091
	Airside - Option A Full Depth + TW Z (E1 + E3)	$10,600,601
	Airside/Landside - Option A Full Depth + TW Z + Park Lot/Site Civil + FAA Fiber Bldg (E1 + E3 + E4+ E5)	$13,655,955

Notes:

1 This estimate excludes soft costs, and permitting fees

2 This estimate does include a 25% Design Contingency

HOYLE TANNER

Project No. 19.309301.03
Location: Manchester, NH
Task: Quantity Calculations
Calculated By: RSM Date: 2/24/22
Checked By: RMF Date: 2/26/22

			Unit	Quantity	Unit Price	Item Amount
RECONFIGURE TW Z - OPTION B	28	Option B - Excavation - Existing TW Z to create Grass Islands	SF	32,693	$1.7	$54,488
	29	Option B - Construct Re-Aligned Vehicle Service Road	SF	18138	$7.4	$133,818
	30	Option B - New TL Connection From TW Z to New Apron	SF	5687	$15.1	$85,716
	31	Option B - New TW Lights	EA	20	$2,500.0	$50,000
	32	Option B - New TW Light Circuit	LF	2376	$25.0	$59,400
	33	New Airfield Stormwater Pipe (12"-24")	LF	200	$175.0	$35,000
	34	New Airfield Stormwater Catch Basin	EA	2	$5,000.0	$10,000
	35	Remark Aircraft Apron in Front of Ammon Center and New TW Z geometry	SF	40000	$2.0	$80,000
	36	Option B - Seeding	SY	5669	$2.0	$11,338
	37	Option B - Top Soil	SY	5669	$10.0	$56,689
	38	Option B - New Airfield Signs	EA	2	$10,000.0	$20,000
	39	CSPP	LS	1	$20,000.0	$20,000
	40	SWPPP	LS	1	$20,000.0	$20,000
	41	Sedimentation & Erosion Control	LS	1	$40,000.0	$40,000
	42	Mobilization (10%)	EA	1	$67,644.9	$67,645
	43	Contingency (25%)	LS	1	$186,023.4	$186,023
						$930,117

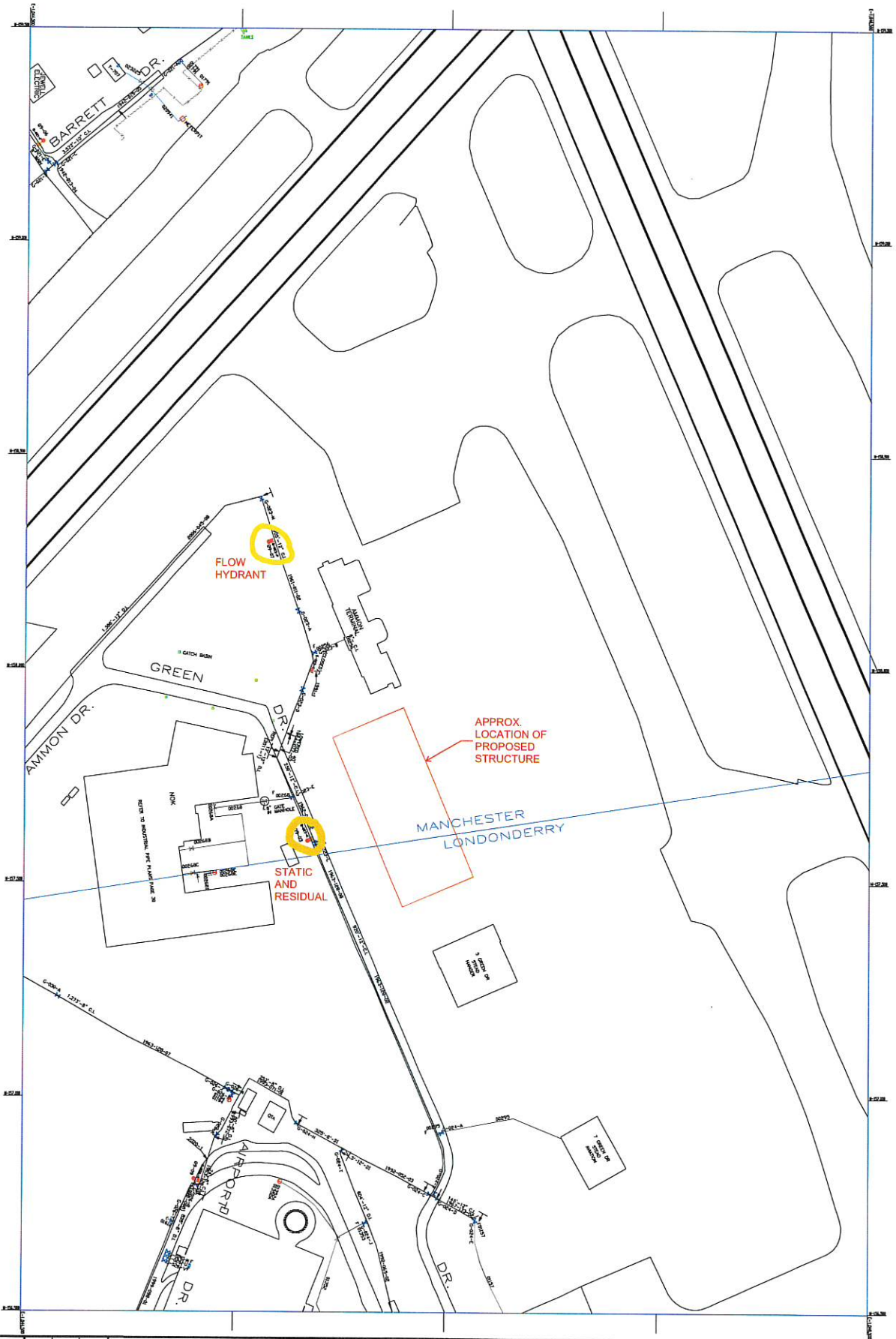
LANDSIDE - VEHICLE PARKING LOT AND UTILITIES	44	Demo Existing Park Lot D Gates	LS	1	$3,000.0	$3,000
	45	Excavation Parking Lot - In Asphalt or Concrete Areas (36" Deep)	SF	163,315	$0.6	$102,828
	46	Demo Existing 4' Fence	LF	500	$4.0	$2,000
	47	Demo Approximately 20 Existing Light Poles	LS	1	$15,000.0	$15,000
	48	Demo Existing Pipe 0-24"	LF	1000	$12.0	$12,000
	49	New Fiber Optic Cabling	LF	1000	$25.0	$25,000
	50	New 12" Water Line	LF	300	$120.0	$36,000
	51	New 6" Water Line		300	$85.0	$25,500
	52	New Water Gate Valve		10	$2,500.0	$25,000
	53	New Fire Hydrant		4	$5,000.0	$20,000
	54	New 6" SDR Sewer Line	LF	200	$80.0	$16,000
	55	New 8" SDR Sewer Line	LF	200	$120.0	$24,000
	56	New 12" SDR Sewer Line	LF	200	$140.0	$28,000
	57	New Sewer Manhole	VF	30	$400.0	$12,000
	58	New Gas Line	LF	350	$200.0	$70,000
	59	New UG 4" Power Feed to Building	LS	500	$60.0	$30,000
	60	New Parking Lot Pavement including Gravels	SF	85000	$7.4	$627,111
	61	New OH Power Pole	EA	3	$5,000.0	$15,000
	62	New Parking Lot Lights (Bases, Pole, Wire, Lights)	EA	20	$7,000.0	$140,000
	63	New Parking Lot Granite Curbing	LF	700	$50.0	$35,000
	64	Parking Lot Marking	LS	1	$35,000.0	$35,000
	65	New Parking Lot Stormwater Pipe (0"-24")	LF	75	$1,000.0	$75,000
	66	New Parking Lot Stormwater Underground Infiltration System	LS	1	$300,000.0	$300,000
	67	Parking Lot Signage	LS	1	$25,000.0	$25,000
	68	Parking Lot Landscaping	LS	1	$25,000.0	$25,000
	69	New Bus Stop Shelter	LS	1	$25,000.0	$25,000
	70	Maintenance of Traffic	LS	1	$50,000.0	$50,000
	71	SWPPP	LS	1	$20,000.0	$20,000
	72	Sedimentation & Erosion Control	LS	1	$40,000.0	$40,000
	73	Mobilization (10%)	LS	1	$185,843.9	$185,844
	74	Contingency (25%)	LS	1	$511,070.7	$511,071
						$2,555,354

APPENDIX E

Water and Wastewater Utility Company Coordination and Supporting Documents

Utility Contacts List

Name	Company	Phone Number	Email	Address
Electric				
Daniel Pariseau	Eversource	634-2064	daniel.pariseau@eversource.com	8 East Point Drive Hooksett, NH 03106
Telephone				
Michael Mullen	Consolidated		Michael.Mullen@consolidated.com	
Cable				
Tom Reed	Comcast	889-6718	thomas_reed2@cable.comcast.com	322 Nashua Road Londonderry, NH 03053
Gas				
Brad (Bradford) Marx	Liberty Utilities	782-2367	Bradford.Marx@libertyutilities.com	
Fire				
Jody Rivard	Manchester Fire	669-2256	jrivard@manchesternh.gov	2033 South Willow Street, Manchester, NH 03103
Water				
Guy Chabot	Manchester Water Works	624-6494	gchabot@manchesternh.gov	
Airport				
John Adams	Manchester Airport	624-6539 x146	jadams@flymanchester.com	1 Airport Rd, Suite 300 Manchester, NH 03103
Sewer - Londonderry				
Robert Kerry	London Sewer	432-1100 ext137	rkerry@londonderrynh.org	
Sewer - Manchester				
Fred McNeill	EPD-Manchester	624-6341	fmcneill@manchesternh.gov	300 Winston Street Manchester, NH 03103



MANCHESTER WATER WORKS DISTRIBUTION SYSTEM

SCALE IN FEET 100 50 0 100 200

NOTES:

10/13/2020

P-10	P-9	P-8
O-10		O-8
R-10	R-9	R-8

Q-9

CITY OF MANCHESTER 40 SCALE, 6-PLAT INDEX TO THIS SHEET

41-15	51-11
41-20	51-16
41-25	BLANK

GRID NORTH

APPENDIX F

Environmental Coordination Documents

New Hampshire Natural Heritage Bureau
NHB DataCheck Results Letter

To: Kimberly Peace
150 Dow Street
Manchester, NH 03101

From: NH Natural Heritage Bureau

Date: 2/24/2022 (This letter is valid through 2/24/2023)

Re: Review by NH Natural Heritage Bureau of request dated 2/24/2022

Permit Types: Alteration of Terrain Permit
EDA

NHB ID: NHB22-0799

Applicant: Kimberly Peace

Location: Manchester
Tax Map: 721, Tax Lot: 17
Address: 175 Ammon Drive

Proj. Description: apron and taxilane expansion/modification and parking area development

The NH Natural Heritage database has been checked for records of rare species and exemplary natural communities near the area mapped below. The species considered include those listed as Threatened or Endangered by either the state of New Hampshire or the federal government. We currently have no recorded occurrences for sensitive species near this project area.

A negative result (no record in our database) does not mean that a sensitive species is not present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

Based on the information submitted, no further consultation with the NH Fish and Game Department pursuant to Fis 1004 is required.

Department of Natural and Cultural Resources
Division of Forests and Lands
(603) 271-2214 fax: 271-6488

DNCR/NHB
172 Pembroke Rd.
Concord NH 03301

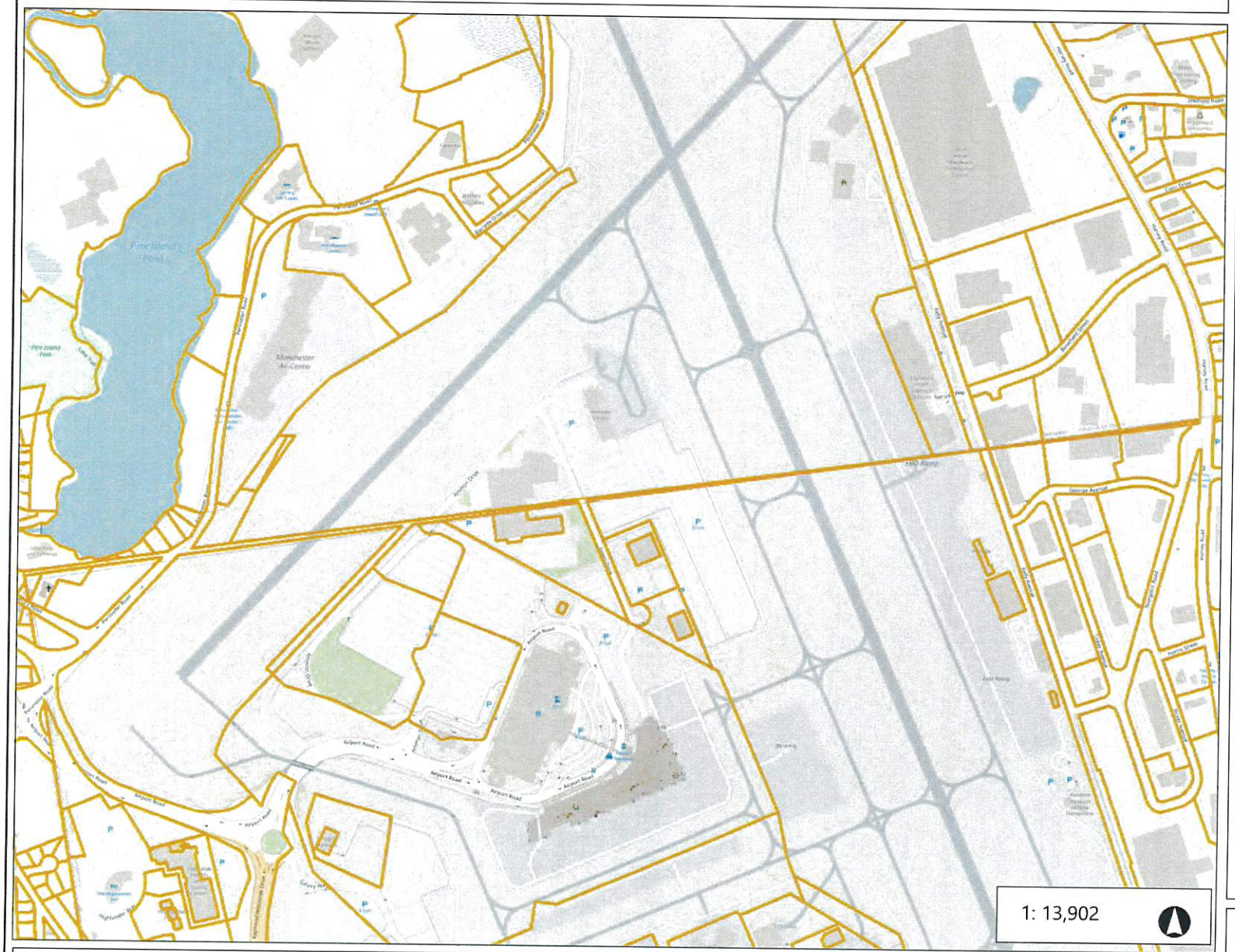
New Hampshire Natural Heritage Bureau
NHB DataCheck Results Letter

MAP OF PROJECT BOUNDARIES FOR: NHB22-0799

Department of Natural and Cultural Resources
Division of Forests and Lands
(603) 271-2214 fax: 271-6488

DNCR/NHB
172 Pembroke Rd.
Concord NH 03301

Your Organization | Manchester Airport Aviation Education Facility



1: 13,902

Legend

- Wetland_Permits_points
- Parcel Polygons
  - Parcel Polygons
  - Attributes for Additional Lines
- Parcel Lines
- Flood Plain Wetlands Adjacent
- Prime Wetlands with 100 ft Buf
- Prime Wetlands
- Designated Rivers
  - Subject to SWQPA
  - Not Subject to SWQPA
- Sand Dunes
  - backdune
  - foredune
  - interdune
  - other
- Tidal Waters / Tidal Wetlands
  - Tidal wetland
  - Transitional salt marsh
  - Salt marsh
  - Mud flat
  - Tidal water

Notes

0.4 0 0.22 0.4 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

APPENDIX G – CERTIFICATION FORMS

PLEASE COMPLETE, SIGN, NOTARIZE AND INSERT THE FOLLOWING CERTIFICATIONS INTO YOUR SUBMITTAL.

THE AIRPORT WILL CONSIDER PROPOSALS THAT FAIL TO INCLUDE COMPLETED CERTIFICATIONS AS NON-RESPONSIVE AND SUCH SUBMITTALS WILL NOT BE CONSIDERED.

CERTIFICATION OF MINIMUM QUALIFICATIONS

By submission of this PROPOSAL, the RESPONDENT certifies that to the best of their knowledge and belief, they meet the following Minimum Qualification Requirements:

a) Has been in continuous existence as a fixed based operator business for at least the last five (5) years which is further defined as 60-consecutive months; and,
b) Has performed FBO services for at least five (5) airports having a based aircraft population of over 75 aircraft similar in mix to the types of aircraft based at the Manchester Airport; and,
c) Is licensed, or shall be licensed prior to entering into the AGREEMENT, to do business in the State of New Hampshire; and,
d) Has financing available to develop the required capital improvements contained in their PROPOSAL; and,
e) Has the financial resources to operate a FBO that meets the requirements of the *Minimum Standards for General Aviation Commercial Operator (*the "Minimum Standards") and the *Rules and Regulations of the Airport* (the "Rules and Regulations"), both of which are attached hereto in **Appendix B**, and the Statement of Work contained in **Appendix E** to this RFP; and,
f) Is in good standing with the AIRPORT and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the RESPONDENT previously operated or currently operates, and not barred from providing FBO services by any governmental agency or airport.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the AIRPORT without prejudicing any remedies available to the AIRPORT in equity or law.

Notary Seal:

_____
Name of RESPONDENT

_____
Name of RESPONDENT'S
Authorized Representative

_____ _____
Signature of RESPONDENT'S Date
Authorized Representative

_____
Title of RESPONDENT'S
Authorized Representative

CERTIFICATION OF NON-COLLUSIVE PROPOSAL

By submission of this PROPOSAL, each RESPONDENT and each person signing on behalf of any RESPONDENT certifies, and in the case of a joint proposal each party thereto certifies as to its own organization that to the best of knowledge and belief:

a) The prices in this PROPOSAL have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other RESPONDENT, or with any competitor; and,
b) Unless otherwise required by law, the prices which have been quoted in this PROPOSAL have not been knowingly disclosed by the RESPONDENT and will not knowingly be disclosed by the RESPONDENT prior to opening, directly or indirectly, to any other RESPONDENT or to any competitor; and,
c) No attempt has been made or will be made by the RESPONDENT to induce any other person, partnership, or corporation to submit or not to submit a PROPOSAL for purpose of restricting competition.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the AIRPORT without prejudicing any remedies available to the AIRPORT in equity or law.

Notary Seal:

_____
Name of RESPONDENT

_____
Name of RESPONDENT'S
Authorized Representative

_____ _____
Signature of RESPONDENT'S Date
Authorized Representative

_____
Title of RESPONDENT'S
Authorized Representative

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Further, the offeror certifies that any lower tier participant contained in this SOLICITATION is not presently debarred or otherwise disqualified from participation in federally assisted projects resulting from this procurement action.

CERTIFICATION: NOTARY/ATTESTATION:

Name

Signature Date

Title

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification Proposals. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by **inserting a checkmark (✓) in the space *following* the applicable response.** The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CERTIFICATION: NOTARY/ATTESTATION:

Name

Signature Date

Title