



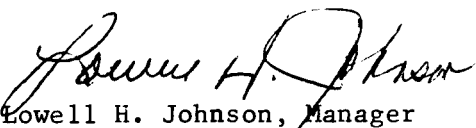
U.S. Department  
of Transportation

Federal Aviation  
Administration

# Memorandum

Subject: Program Guidance Letter #19

Date: September 14, 1984 #4

From:   
Lowell H. Johnson, Manager  
Grants-in-Aid Division, APP-500

Reply to  
Attn. of

To: All Regions and AAC-960  
Attn: Manager, Airports Division

19.1 Federal Register Notice on Grant Assurances - (Bob David 426-8590).

The notice informing the public of our intent to use new grant assurances was published in the Federal Register on September 6, 1984. The preamble to this notice contained some errors hence a revised preamble was published in the Federal Register on September 14. A copy of both notices is attached (Enclosure (2)) to the PGL. These copies should be kept on file in each regional, district, and field office and provided to any sponsor who desires to see the Federal Register notice.

19.2 Revised Procedure for DOT Title VI Assurances (Ben Castellano - 426-3857).

As you are aware, there has been a requirement that a sponsor submit a signed copy of the DOT Title VI Assurances with each grant application. We have recently received OST's concurrence in our proposal to modify this procedure for airport sponsors.

The modification is based upon the fact that the duration of the DOT Title VI Assurances is long term when they are obtained with a construction or land acquisition project. Consequently, in most cases, additional submissions of the assurances do not impose new requirements or lengthen their duration. Although most airport sponsors have previously submitted the DOT Title VI Assurances, it will be necessary for them to submit them one more time for a construction or land acquisition project with the revised Part V assurances transmitted with PGL #18. The reason for this additional submission is to eliminate any confusion on the duration of the assurances. The revised Part V assurances clearly indicate that any civil rights assurances can exceed the 20-year duration normally associated with airport grants.

The following procedures will be used beginning with the Fiscal Year 1985 AIP:

1. The DOT Title VI Assurances for projects involving construction or land acquisition are applicable as long as the sponsor operates the airport or owns the property. An airport sponsor will be required to submit a signed copy of the DOT Title VI Assurances one additional time with its first grant application (for each airport it owns) involving construction or land acquisition. For all subsequent grant applications (whether in the same or subsequent fiscal years), the sponsor will only be required to submit the revised Part V assurances.

2. The duration of the DOT Title VI Assurances for equipment acquisition can be much shorter than the duration for construction or land acquisition. Since airport sponsors submitting an application for only equipment acquisition are in all probability already subject to the DOT Title VI Assurances through a prior ADAP or AIP grant it will not be necessary to submit them with this application. However, such sponsors will still be required to submit them with their first application involving construction or land acquisition.
3. The applicability of the DOT Title VI Assurances for planning projects ends when the project is completed. Therefore, for all applications that involve only planning it will be necessary for the sponsor to submit the separate DOT Title VI Assurances unless the sponsor has received a prior AIP or ADAP grant for construction or land acquisition.
4. Non-airport sponsors submitting applications for noise program implementation projects will be required to continue to submit the DOT Title VI Assurances with each application.

The DOT Title VI Assurances required to be submitted in paragraphs 1, 3, and 4 above, may be either the current version (appearing in Appendix 3 of Order 5100.36) or the revised version which is included as Enclosure 1 to this memorandum. Under this revised procedure, all applications requiring submission of the separate DOT Title VI Assurances, must be accompanied by the revised Part V assurances.

#

Attachments

STANDARD DOT TITLE VI ASSURANCES

(Name of Sponsor) (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

Where Federal financial assistance is received to construct a facility, or part a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

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

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED \_\_\_\_\_

\_\_\_\_\_  
(Sponsor)

By \_\_\_\_\_

(Signature of Authorized Official)

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

comments should file six copies thereof with the Secretary of the Commission, Securities and Exchange Commission, 50 Fifth Street, NW., Washington, D.C. 20549. Reference should be made to File No. SR-NASD-82-24.

Copies of the submission, all subsequent amendments, all written statements with respect to the proposed rule change which are filed with the Commission, and all written communications relating to the proposed rule change between the Commission and any person, other than those which may be withheld from the public in accordance with the provisions of 5 U.S.C. 552, will be available for inspection and copying at the Commission's Public Reference Room. Copies of the filing and of any subsequent amendments also will be available for inspection and copying at the principal office of the NASD.

For the Commission, by the Division of Market Regulation, pursuant to delegated authority, 17 CFR 200.30-3(a)(12).

Shirley E. Hollis,  
Acting Secretary.

[FR Doc. 84-24422 Filed 9-13-84; 8:45 am]

BILLING CODE 8010-01-M

[Release No. 21307 (File No. SR-PSDTC-84-08)]

# **Self-Regulatory Organizations; Order Approving Proposed Rule Change; Pacific Securities Depository Trust Co.**

September 10, 1984.

## **I. Introduction**

On June 22, 1984, the Pacific Securities Depository Trust Company ("PSDTC") filed with the Securities and Exchange Commission a proposed rule change under section 19(b)(1) of the Securities Exchange Act of 1934 (the "Act"), 15 U.S.C. 78s(b)(1). The proposed rule change would establish a dividend reinvestment program (the "Program") for participants with positions in eligible securities and would institute fees to reflect PSDTC's costs for providing this service. The proposed rule change was amended on July 18, 1984, when PSDTC filed its proposed dividend reinvestment procedures with the Commission. The Commission solicited comment on the proposed rule change in Securities Exchange Release No. 21183.<sup>1</sup> No letters of comment were received. As discussed below, the Commission is approving the proposed rule change.

## **II. Description**

Generally, the Program will allow PSDTC participants to reinvest cash

dividends and retain the securities on deposit with Securities that are or will be in this Program must meet certain requirements. First, the securities must be PSDTC eligible. In addition, the administrator of each dividend reinvestment plan ("DRP") must agree to comply with PSDTC procedures. Finally, the terms of each DRP must be compatible with PSDTC's DRP processing. Currently, eight securities are eligible for this Program.

Under the Program, PSDTC will notify its participants when a dividend is declared and whether the Program includes dividends on those securities. Generally, participants will receive this notice, which includes the deadline for acceptance of participant DRP instructions, approximately five business days prior to the announced record date. If it so elects, a participant may specify the number of shares on deposit at PSDTC, the dividend on which the participant elects to reinvest, and the number with respect to which it elects to receive a cash dividend. PSDTC will accept provisional reinvestment instructions by telephone pending receipt of a DRP participant instruction form. If participant instruction forms are not timely received, however, PSDTC retains the right to cancel any telephone instructions. Participants that wish to cancel their DRP instructions would be required to contact PSDTC immediately. PSDTC then will contact the plan administrator and, if the administrator accepts them, the instructions will be cancelled.

PSDTC will aggregate participant DRP instructions and request dividend reinvestment plan administrators to reinvest the appropriate quantity of dividends due PSDTC for those participants. PSDTC will receive, securities purchased pursuant to DRP instructions submitted to plan administrators approximately three weeks after the cash dividend payment date, while PSDTC will receive payment for dividends that are not being reinvested one day after the scheduled payment date. Upon receipt of the additional securities, PSDTC will process a stock dividend adjustment for the amount of full shares due to each participant and a cash dividend adjustment for fractional shares at a rate determined by each plan administrator.

PSDTC proposes to charge \$18.00 for each DRP instruction processed, plus \$5.00 for each special request. These proposed fees would be in addition to other applicable dividend processing fees.

## **Enclosure 2**

SECTION 17A(b)(3)(D) AND 17A(b)(3)(F) OF THE ACT in particular. As discussed more fully below, the Commission agrees and is approving the proposed rule change.

The Program would allow PSDTC participants to more efficiently and effectively manage their security positions. Specifically, to the extent that participants lessen the number of entities and separate transactions involved in purchasing additional securities, greater efficiencies and economies. Currently, PSDTC participants desiring to reinvest dividend proceeds must execute separate trades to acquire those securities after they receive the cash dividend.

The Commission also believes that the Program enhances the safeguarding of funds and securities and contributes to the immobilization of securities certificates. By permitting participants to reinvest all or part of their dividends, the Program allows PSDTC participants to receive and retain stock dividends within a depository environment. As a result, securities certificates are immobilized and participants' funds and securities are more effectively safeguarded.

## **IV. Conclusion**

On the basis of the foregoing, the Commission finds that the proposed rule change is consistent with the Act and the rules and regulations thereunder, and, in particular, the requirements of section 17A of the Act.

Accordingly, it is therefore ordered, pursuant to section 19(b)(2) of the Act, that the proposed rule change (SR-PSDTC-84-8) be, and hereby is, approved.

For the Commission, by the Division of Market Regulation, pursuant to delegated authority.

Shirley E. Hollis,  
Acting Secretary.

[FR Doc. 84-24421 Filed 9-13-84; 8:45 am]  
BILLING CODE 8010-01-M

## **DEPARTMENT OF TRANSPORTATION**

### **Federal Aviation Administration**

### **Grant Assurances and Agreement for Airport Improvement Program; Correction**

**AGENCY:** Federal Aviation  
Administration (FAA), (DOT).

**ACTION:** Correction of Preamble for notice of grant assurances to be used in the Airport Improvement Program.

**SUMMARY:** This notice corrects the preamble for the Notice of grant assurances to be used in the Airport Improvement Program that was published in the Federal Register, Vol. 49, No. 174, pg. 35282 on September 6, 1984.

**FOR ADDITIONAL INFORMATION CONTACT:** Mr. Robert E. David, APP-3, Office of Airport Planning and Programming (Room 619), Federal Aviation Administration, 800 Independence Ave., SW., Washington, DC 20591, Telephone (202) 426-8248.

**Background:** On September 6, 1984, the Federal Aviation Administration published a notice in the Federal Register of new grant assurances and agreement which would be used beginning in Fiscal Year 1985. The Background section of the notice contained several errors and is being reprinted here for clarification. The grant assurances and agreement which were included in the September 6, 1984, notice were correct as printed. The correct Background paragraph is as follows:

**Background:** Under the provisions of the Airport and Airway Improvement Act of 1982, as a condition to approval of a grant application, the Secretary must receive certain assurances from the sponsor (applicant). These assurances are submitted as Part V of the application for Federal assistance. The FAA has reviewed the assurances currently being used and updated them to reflect the requirements of current law. The assurances have also been revised to reflect that under the Airport Improvement Program grants can be made for the improvement of privately owned airports and for noise program implementation.

Two sets of assurances are included in this notice. The first set (FAA Form 5100-100) contains assurances to be made by airport sponsors in their applications requesting funds for airport development, airport planning and noise program implementation and by planning agencies in their applications requesting funds for integrated airport system planning. The second set (FAA Form 5100-100.1) contains assurances to be made by sponsors in their application requesting funds for noise program implementation when the sponsor does not own or operate the airport.

The assurances, submitted with the application for assistance under the Airport Improvement Program, are incorporated into the grant agreement

by reference. For this reason, the grant agreement (FAA Form 5100-37) is also included as part of this notice. As need dictates, the assurances published herein may be amended to reflect the individual contractual circumstances at particular airports, or to resolve problems arising in the grant program. These assurances will be used beginning in Fiscal Year 1985 (October 1, 1984). Similar assurances have been applied to sponsors prior to that date under the terms of the 1982 Act and related laws.

Issued in Washington, D.C., on September 11, 1984.

William F. Shea,  
Associate Administrator for Airports.  
[FR Doc. 84-24432 Filed 9-13-84; 8:45 am]  
BILLING CODE 4910-13-M

## UNITED STATES INFORMATION AGENCY

### Culturally Significant Objects Imported for Exhibition; Determination

Notice is hereby given of the following determination: Pursuant to the authority vested in me by the Act of October 19, 1965 (79 Stat. 985, 22 U.S.C. 2459), Executive Order 12047 of March 27, 1978 (43 FR 13359, Mar. 29, 1978), and the Delegation of Authority from the Director, USIA (47 FR 57600, Dec. 27, 1982), I hereby determine that the objects in the exhibit "Venice: The American View, 1860-1920" (included in the list<sup>1</sup> file as a part of this Determination), imported from abroad for the temporary exhibition without profit within the United States, are of cultural significance. These objects are imported pursuant to a loan agreement between the Fine Arts Museums of San Francisco and foreign lenders. I also determine that the temporary exhibition or display of the listed exhibit objects at the Fine Arts Museums of San Francisco, California, Palace of the Legion of Honor, beginning on or about October 20, 1984, to on or about January 20, 1985, and the possible additional display of all or some of the listed exhibit objects at the Cleveland Museum of Art, Cleveland, Ohio, beginning on or about February 27, 1985, to on or about April 21, 1985, is in the national interest.

Public notice of this Determination is ordered to be published in the Federal Register.

<sup>1</sup> An itemized list of imported objects included in the exhibit is filed as part of the original document.

Dated: September 11, 1984.

Thomas E. Harvey,  
General Counsel and Congressional Liaison.  
[FR Doc. 84-24438 Filed 9-13-84; 8:45 am]  
BILLING CODE 5230-01-M

## VETERANS ADMINISTRATION

### Agency Forms Under OMB Review

**AGENCY:** Veterans Administration.

**ACTION:** Notice.

The Veterans Administration has submitted to OMB for review the following proposals for the collection of information under the provisions of the Paperwork Reduction Act (44 U.S.C. Chapter 35). This document contains extensions, a revision and a new collection and lists the following information: (1) The Department or Staff Office issuing the form; (2) The title of the form; (3) The agency form number, if applicable; (4) How often the form must be filled out; (5) Who will be required or asked to report; (6) An estimate of the number of responses; (7) An estimate of the total number of hours needed to fill out the form; and (8) An indication of whether section 3504(h) of Pub. L. 96-511 applies.

**ADDRESSES:** Copies of the forms and supporting documents may be obtained from Patricia Viers, Agency Clearance Officer (732), Veterans Administration, 810 Vermont Avenue NW., Washington, DC 20420, (202) 389-2146. Comments and questions about the item on this list should be directed to the VA's OMB Desk Officer, Dick Eisinger, Office of Management and Budget, 728 Jackson Place NW., Washington, DC 20503, (202) 395-7316.

**DATES:** Comments on the information collections should be directed to the OMB Desk Officer within 60 days of this notice.

Dated: September 10, 1984.

By direction of the Administrator.  
Dominick Onorato,  
Associate Deputy Administrator for  
Information Resources Management.

### Revision

1. Department of Veterans Benefits
2. Loan Service Report
3. VA Form 26-6808
4. On occasion
5. Individuals or Households
6. 55,000 responses
7. 27,500 hours
8. Not applicable

### Extensions

1. Department of Veterans Benefits



## SUSQUEHANNA RIVER BASIN COMMISSION

### Public Hearing; Proposed Comprehensive Plan Additions, Pennsylvania; Department of Environmental Resources (DER) Local Flood Protection Projects

The Susquehanna River Basin Commission (SRBC) will hold a public hearing to receive comments from citizens, government agencies and others on the proposed addition of three Pennsylvania Department of Environmental Resources (DER) local flood protection projects to its *Comprehensive Plan for Management and Development of the Water Resources of the Susquehanna River Basin*. The three projects are located respectively at Moosic, Huntingdon and Cherry Tree, Pa. The hearing has been scheduled for Thursday, October 11, 1984 at the Commission Headquarters Building, 1721 North Front Street, Harrisburg, Pa. following the regular business meeting of the Commission which begins at 9:00 a.m.

The Susquehanna River Basin Compact, Pub. L. 91-575, 84 Stat. 1509 et seq., requires the Commission to maintain a Comprehensive Plan for the mediate and long-range use, management and development of the water and related resources of the basin. Section 12.2 (2) of the Compact requires that all projects of a signatory state affecting water resources of the basin be included in that Plan. Initially adopted in December 1973, the Plan provides a basinwide strategy to guide the Commission and others in the management, use and conservation of the basin's resources. The Plan is also used to evaluate proposed water resource developments that the Commission must, by law, approve.

The Huntingdon Project will include approximately 1700 lineal feet of earthen levee construction. It will provide 100-year flood protection to the Borough of Huntingdon for high stages on the Juniata River and subsequent interior flooding from Muddy Run. Estimated cost of the project is \$1,700,000.

The Moosic Project will include improvements along Spring Brook at Spike Island and levee construction at Belian Village. The purpose of this project is to provide flood protection to the communities of Spike Island and Belian Village, located along Spring Brook in the Borough of Moosic. The project will provide protection for a flood equal in magnitude to the 1955 flood, which is equal to the estimated

100-year flood. Estimated cost of the project is \$1,500,000.

The Cherry Tree Project will consist of raising approximately 3,600 feet of existing levee along the West Branch Susquehanna River and construction of a combined levee-concrete wall system totalling approximately 1,800 feet along Cush Creek to replace the existing spoil levee. The purpose of this project is to provide flood protection from the river to the community of Cherry Tree and improve interior drainage. The project will provide protection to the estimated 100-year flood level.

At its regular meeting on July 12, 1984, the Commission agreed to consider these projects for adoption into the SRBC Comprehensive Plan. Adoption into the Comprehensive Plan will affirm the projects' compliance with the goals and objectives of the Comprehensive Plan, thus clearing the way for implementation by the Commonwealth of Pennsylvania.

The October 11th hearing will be informal in nature. Interested parties are invited to attend the hearing and to participate by making oral or written statements presenting their data, views and comments on the proposed additions. Those wishing to personally appear to present their views are urged to notify the Commission in advance that they desire to do so. However, any person who wishes to be heard will be given opportunity to be heard, whether or not they have given such notice. After the hearing, the Commission will evaluate all relevant material and decide whether to adopt the project into the Comprehensive Plan.

More detailed descriptions of these projects are available upon request to Richard A. Cairo, Secretary, Susquehanna River Basin Commission, 1721 North Front Street, Harrisburg, Pa. 17102-2391, 717-238-0423. Additional information on the projects may also be obtained from Mr. Jim McNaney, Bureau of Water Projects, Pennsylvania Dept. of Environmental Resources, P.O. Box 1467, Harrisburg, Pa., 717-783-7917.

Dated: August 29, 1984.

Robert J. Bielo,  
Executive Director.

(PR Doc. 84-23558 Filed 9-5-84; 8:45 am)  
BILLING CODE 7040-01-M

## DEPARTMENT OF TRANSPORTATION

### Federal Aviation Administration

#### Grant Assurance and Agreement for Airport Improvement Program

AGENCY: Federal Aviation  
Administration (FAA), (DOT).

**ACTION:** Notice of grant assurances to be used in the Airport Improvement Program.

**SUMMARY:** This notice provides copies of the grant assurances and grant agreement which will be used in the Airport Improvement Program after September 30, 1984.

**DATE:** These grant assurances and agreement will be used on and after October 1, 1984.

**FOR FURTHER INFORMATION CONTACT:** Mr. Robert E. David, APP-3, Office of Airport Planning and Programming (Room 619), Federal Aviation Administration, 800 Independence Ave., SW., Washington, DC 20591, Telephone (202) 426-8248.

### Background

Under the provisions of the Airport and Airway Improvement Act of 1982, as a condition to approval of a grant application, the Secretary must receive certain assurances from the sponsor (applicant). These assurances are submitted as Part V of the application for Federal assistance. The FAA has reviewed the assurances currently being used and updated them to reflect the requirements of current law. The assurances have also been revised to reflect that under the Airport Improvement Program grants can be made for the improvement of privately owned airports and for noise program implementation.

Two sets of assurances are included in this notice. The first set (FAA Form 5100-100) contains assurances to be made by airport sponsors in their applications requesting funds for airport development, airport planning and noise program implementation and by planning agencies in their applications requesting funds for integrated airport system planning. The second set (FAA Form 5100/100.1) be made by sponsors in their application requesting funds for noise program implementation when the sponsor does not own or operate the airport.

The assurances submitted with the application are incorporated into the grant agreement by reference. For this reason, the grant agreement (FAA Form 5100-37) is also included as part of this notice. The assurances published herein, or as amended to, reflect the individual contractual circumstances at particular airports, or to reflect problems arising in the grant program are made a part of the grant agreement and must submitted with all applications for assistance under the Airport Improvement Program beginning in Fiscal Year 1985 (October 1, 1984). Similar assurances have been

applied to sponsors prior to that date under the terms of the 1982 Act and related laws.

Issued in Washington, DC, on August 22, 1984.

Paul L. Galis,

Acting Associate Administrator for Airports.

## Part V—Assurances

### Airport and Planning Agency Sponsors

#### A. General

1. These assurances shall be complied with in the performance of the following grant agreements:

a. Airport development, airport planning, and noise program implementation grants to airport sponsors.

b. Integrated airport system planning grants to planning agencies.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982 or the Aviation Safety and Noise Abatement Act of 1979. A sponsor may be a public agency with control of a public-use airport or it may be a private owner of a public-use airport (hereinafter referred to as "private sponsor").

3. These assurances also are required to be submitted as part of the project application by a sponsor which is both a public agency and a planning agency requesting funds for integrated airport system planning under the provisions of the Airport and Airway Improvement Act of 1982.

4. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

#### B. Duration and Applicability

1. *Airport Development or Noise Program Implementation Projects undertaken by a public agency (airport sponsor).* The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise program implementation project, or throughout the useful life of the project items installed within a facility under a noise program implementation project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds.

Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.

2. *Airport Development or Noise Program Implementation Projects undertaken by a private sponsor.* The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of facilities developed or equipment acquired under an airport development or noise program implementation project shall be no less than 10 years from the date of the acceptance of Federal aid for the project.

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

#### C. Sponsor Certification

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

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

#### Federal Legislation

- a. Federal Aviation Act of 1958—49 U.S.C. 1301, *et seq.*
- b. Hatch Act—15 U.S.C. 1501, *et seq.*<sup>2</sup>
- c. Federal Fair Labor Standards Act—29 U.S.C. 201, *et seq.*
- d. Davis-Bacon Act—40 U.S.C. 276(a), *et seq.*<sup>1</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970—Titles II and III, 42 U.S.C. 4621-4655.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966—Section 106—16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1961—16 U.S.C. 461, *et seq.*<sup>1</sup>
- h. Flood Disaster Protection Act of 1973—Section 102(a)—42 U.S.C. 4001, *note.*<sup>1</sup>
- i. Rehabilitation Act of 1973—29 U.S.C. 794.
- j. Civil Rights Act of 1964—Title VI—42 U.S.C. 2000d, *et seq.*
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, *et seq.*
- l. Age Discrimination Act of 1975—42 U.S.C. 6101, *et seq.*

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

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

m. Architectural Barriers Act of 1968—42 U.S.C. 4151, *et seq.*<sup>1</sup>

n. Airport and Airway Improvement Act of 1982—49 U.S.C. 2201, *et seq.*

o. Powerplant and Industrial Fuel Use Act of 1978—Section 403—42 U.S.C. 8373.<sup>1</sup>

p. Contract Work Hours and Safety Standards Act—40 U.S.C. 327, *et seq.*<sup>1</sup>

q. Copeland Kickback Act—18 U.S.C. 874.<sup>1</sup>

r. National Environmental Policy Act of 1969—42 U.S.C. 4321, *et seq.*<sup>1</sup>

s. Endangered Species Act—16 U.S.C. 668(a), *et seq.*<sup>1</sup>

#### Executive Orders

Executive Order 12372, Intergovernmental Review of Federal Programs.

#### Federal Regulations

a. 49 CFR Part 21—Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.

b. 49 CFR Part 23—Participation by Minority Business Enterprise in Department of Transportation Programs.

c. 49 CFR Part 25—Relocation Assistance and Land Acquisition for Federal and Federally Assisted Programs.

d. 29 CFR Part 1—Procedures for Predetermination of Wage Rates.

e. 29 CFR Part 3—Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.

f. 29 CFR Part 5—Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.

g. 49 CFR Part 27—Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

h. 41 CFR Part 60—Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).

i. 14 CFR Part 150—Airport Noise Compatibility Planning.

j. Reserved.

#### Office of Management and Budget Circulars

a. A-87—Cost Principles Applicable to Grants and Contracts with State and Local Governments.\*

\*OMB Circulars A-87 and A-102 contain requirements for state and local governments receiving Federal assistance. Any requirement levied upon state and local governments by those

Continued

b. A-102—Uniform Requirements for Assistance to State and Local Governments.\*

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

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

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

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

4. *Good Title*. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

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

5. *Preserving Rights and Powers*—a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform

any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise program implementation project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise program implementation projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise program implementation project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government there is substantial non-compliance with the terms of the agreement.

d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these

assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by an agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. *Consistency with Local Plans*. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise program implementation projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another public agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.

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

8. *Consultation with Users*. In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which the project is proposed.

9. *Public Hearings*. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with the goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.

10. *Air and Water Quality Standards*. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and

\*Circulars shall also be applicable to private sponsors receiving Federal assistance under the Airport and Airway Improvement Act of 1982.

operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**11. Local Approval.** In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.

**12. Terminal Development**  
*Prerequisites.* For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Recordkeeping Requirements—**a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the U.S. General Accounting Office publication entitled *Guidelines for Financial and Compliance Audits of Federally Assisted Programs*.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an

independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.

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

**15. Veterans Preference.** It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in section 515(c) (1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

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

**17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.** In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.** a. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local

agencies for maintenance and operation. It will not cause or permit any activity on thereon which would interfere with its use for airport purposes.

In furtherance of this assurance, the sponsor will have in effect at all times arrangements for—

(1) Operating the airport's aeronautical facilities whenever required;

(2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

h. It will suitably operate and maintain noise program implementation that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.** It will adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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

**22. Economic Nondiscrimination.** a. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.

b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor—

(1) To furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants, and combined passenger and cargo flights or all cargo flights. Classification or status as tenant shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.

h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

**23. Exclusive Rights.** It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and (2) if allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act of 1982.

**24. Fee and Rental Structure.** It will maintain a fee and rental structure consistent with Assurance 22 and 23, for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport

development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenue.** If the airport is under the control of a public agency, all revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the owner or operator of the airport and directly related to the actual transportation of passengers or property. Provided, however, that if covenants or assurances in debt obligations previously issued by the owner or operator of the airport, or provisions in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport shall not apply.

**26. Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the secretary may reasonably request. For airport development and airport planning projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise program implementation projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

**27. Use of Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such

use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that—

a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

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

**29. Airport Layout Plan.** It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make

or permit any changes or alterations in the airport or in any of its facilities other than in conformity with the airport layout plan as so approved by the Secretary if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

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

## Part V—Assurances

### Noise Program Implementation Projects Undertaken By Non Airport Sponsors

#### A. General

1. These assurances shall be complied with in the performance of grant agreements for noise program implementation projects undertaken by sponsors that are not proprietors of the airport which is the subject of the noise compatibility program.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982 and the Aviation Safety and Noise Abatement Act of 1979. Sponsors are units of local government in the area around the airport which is the subject of the noise compatibility program.

3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

#### B. Duration

The terms, conditions, and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed within a facility under this project, but in any



event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.

#### C. Sponsor Certification

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

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

#### Federal Legislation

- a. Federal Aviation Act of 1958—49 U.S.C. 1301, *et seq.*
- b. Hatch Act—15 U.S.C. 1501, *et seq.*
- c. Federal Fair Labor Standards Act—29 U.S.C. 201, *et seq.*
- d. Davis-Bacon Act—40 U.S.C. 276(a), *et seq.*
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970—Titles II and III, 42 U.S.C. 4621-4655.
- f. National Historic Preservation Act of 1966—Section 106—16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1961—16 U.S.C. 461, *et seq.*
- h. Flood Disaster Protection Act of 1973—Section 102(a)—42 U.S.C. 4001, note.
- i. Rehabilitation Act of 1973—29 U.S.C. 794.
- j. Civil Rights Act of 1964—Title VI—42 U.S.C. 2000d, *et seq.*
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, *et seq.*
- l. Age Discrimination Act of 1975—42 U.S.C. 6101, *et seq.*
- m. Architectural Barriers Act of 1968—42 U.S.C. 4151, *et seq.*
- n. Airport and Airway Improvement Act of 1982—49 U.S.C. 2201, *et seq.*
- o. Powerplant and Industrial Fuel Use Act of 1978—Section 403—42 U.S.C. 8373.
- p. Contract Work Hours and Safety Standards Act—40 U.S.C. 327, *et seq.*
- q. Copeland Kickback Act—18 U.S.C. 874.
- r. National Environmental Policy Act of 1969—42 U.S.C. 4321, *et seq.*
- s. Endangered Species Act—16 U.S.C. 668(a), *et seq.*

#### Executive Orders

Executive Order 12372,  
Intergovernmental Review of Federal Programs.

#### Federal Regulations

- a. 49 CFR Part 21—Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23—Participation by Minority Business Enterprise in Department of Transportation Programs.
- c. 49 CFR Part 25—Relocation Assistance and Land Acquisition for Federal and Federally Assisted Programs.
- d. 29 CFR Part 1—Procedures for Predetermination of Wage Rates.
- e. 29 CFR Part 3—Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.
- f. 29 CFR Part 5—Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.
- g. 49 CFR Part 27—Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- h. 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).
- i. 14 CFR Part 150—Airport Noise Compatibility Planning.
- j. Reserved.

#### Office of Management and Budget Circulars

a. A-87—Cost Principles Applicable to Grants and Contracts with State and Local Governments.

b. A-102—Uniform Requirements for Assistance to State and Local Governments.

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

2. *Responsibility and Authority of the Sponsor.* It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection

with the application and to provide such additional information as may be required.

3. *Sponsor Fund Availability.* a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

b. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. *Good Title.* For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

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

b. It will not sell, lease, encumber or otherwise transfer or dispose of all or any part of its title or other interests in that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise program implementation projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the

noise program implementation project. That agreement and changes thereto must be approved in advance by the Secretary.

d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.

6. *Consistency with Local Plans.* The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise program implementation projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each such agency a written declaration that such agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.

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

8. *Accounting System, Audit, and Recordkeeping Requirements.* a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the U.S. General Accounting Office publication entitled *Guidelines for Financial and Compliance Audits of Federally Assisted Programs*.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grants. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant of relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the

United States not later than 6 months following the close of the fiscal year for which the audit was made.

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

10. *Veterans Preference.* It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

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

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

13. *Operation and Maintenance.* It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.

14. *Hazard Prevention.* It will protect the aerial approaches to the airport by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

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

16. *Reports and Inspections.* It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

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

18. *Civil Rights.* It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal



property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) The period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.

#### Department of Transportation

##### Federal Aviation Administration

##### Grant Agreement

##### Part I—Offer

##### Date of Offer

##### Airport/Planning Area

##### Project No.

##### Contract No.

##### To:

(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated \_\_\_\_\_, for a grant of Federal funds for a project at or associated with the \_\_\_\_\_ Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES,

DOES HEREBY OFFERS AND AGREES to pay, \_\_\_\_\_ United States share of the allowable costs incurred in accomplishing the Project,

This Offer is made on and subject to the following terms and conditions:

##### Conditions

1. The maximum Obligation of the United States payable under this offer shall be \$ \_\_\_\_\_. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of section 512(b) of the Act, the following amounts are being specified for this purpose:

\$ \_\_\_\_\_, for planning  
\$ \_\_\_\_\_, for land acquisition  
\$ \_\_\_\_\_, for airport development or noise program implementation (other than land acquisition).

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Unless otherwise stated in this grant agreement, any program income earned by the sponsor during the grant period shall be deducted from the total allowable project costs prior to making the final determination of the United States share. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurance which were made part of the project applications.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before \_\_\_\_\_ or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant

agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, or order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement, and the sponsor shall hold the United States harmless from all claims arising from, or related to, completion of the project or the sponsor's continuing compliance with the terms, conditions, and assurances in this grant agreement.

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

#### UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

##### Part II—Acceptance

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

(Name of Sponsor) \_\_\_\_\_

(SEAL) \_\_\_\_\_

By \_\_\_\_\_  
(Sponsor's Designated Official  
Representative)

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**Certificate of Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 19 \_\_\_\_\_

Signature of Sponsor's Attorney

[FR Doc. 84-23486 Filed 9-5-84; 8:45 am]

BILLING CODE 4910-13-M

**Federal Highway Administration****Environmental Impact Statement:  
Logan County, KY****AGENCY:** Federal Highway Administration (FHWA), DOT.**ACTION:** Notice of Intent.

**SUMMARY:** The FHWA, in cooperation with the Kentucky Transportation Cabinet, intends to prepare an EIS for a proposed highway project bypassing the city of Russellville, Kentucky. The proposed alternatives under consideration at this time consists of four (4) major corridors which include various design schemes, as well as the "do-nothing" alternative. The alternate corridors are essentially construction on new alignments, except for two

locations, where a small portion of an existing county road and a city street would be utilized.

The alternate corridors presently being considered encircle the northern half of Russellville from US 68 on the west to US 68 on the east. The alternatives vary from four (4) to six (6) miles in length. The roadway will be two-lane with twenty-four foot pavement and twelve foot shoulders. The facility is designed for a 50 mph speed with partial control of access. The proposed action will relieve congestion on downtown streets and supply industry on the north side of the city with better connections to the existing highway network.

**Proposed Scoping Process**

An early public information meeting was held on March 8, 1984, in the area of the proposed project. The input received at that meeting is under consideration, at this point. An opportunity for a formal location/design public hearing will be advertised and held, as appropriate.

**FOR FURTHER INFORMATION CONTACT:**

Robert E. Johnson, Division Administrator, FHWA, P.O. Box 536, Frankfort, Kentucky 40602, Phone (502) 227-7321, FTS 352-5468. To ensure that a full range of issues related to this proposed action are addressed and all significant impacts are identified, suggestions are invited from all interested parties. Comments or questions should be directed to the above person.

Issued on: August 27, 1984.

Robert E. Johnson,

Division Administrator, Frankfort, Kentucky.

[FR Doc. 84-23559 Filed 9-5-84; 8:45 am]

BILLING CODE 4910-22-M

**Federal Aviation Administration****Advisory Circular on Substantiating  
Flow Rates and Pressures in Fuel  
Systems of Small Airplanes****AGENCY:** Federal Aviation Administration (FAA), DOT.**ACTION:** Draft Advisory Circular (AC) Availability and Request for Comments.

**SUMMARY:** This proposed draft AC provides an acceptable method of conducting fuel flow tests with small airplanes, as required by FAR 23.955.

**DATE:** Commenters must identify File AC 23.955-X; Subject: Substantiating Flow Rates and Pressures in Fuel Systems of Small Airplanes, and

comments must be received on or before November 6, 1984.

**ADDRESS:** Send all comments on the proposed draft AC to: Federal Aviation Administration, ATTN: Regulations and Policy Office (ACE-110), 601 East 12th Street, Kansas City, Missouri 64106.

**FOR FURTHER INFORMATION CONTACT:**

Mr. Richard Yotter, Aerospace Engineer, Regulations and Policy Office (ACE-110), Aircraft Certification Division, Federal Aviation Administration, 601 East 12th Street, Kansas City, Missouri 64106; Commercial Telephone (816) 374-6941, or FTS 758-6941.

**SUPPLEMENTARY INFORMATION:** Any person may obtain a copy of this proposed draft AC by writing to: Federal Aviation Administration, Aircraft Certification Division, Regulations and Policy Office (ACE-110), 601 East 12th Street, Kansas City, Missouri 64106.

**Comments Invited**

Interested parties are invited to submit comments on the proposed draft AC. The proposed draft AC and comments received may be inspected at the offices of the Regulations and Policy Office (ACE-110), Room 1656, Federal Office Building, 601 East 12th Street, Kansas City, Missouri, between the hours of 7:30 a.m. and 4:00 p.m. on weekdays, except Federal holidays.

**Background**

Section 23.955 requires that fuel flow rates and pressures be established to assure satisfactory engine operation during the original type certification program. At some later time, owners may petition to modify their airplanes in such a way as to have a major effect on the originally approved fuel system. This normally requires reconducting the fuel flow tests in order to substantiate continued compliance of the fuel system with applicable requirements. Fuels of the physical properties and octane rating to be used in service should flow at not less than the rate specified by regulations and at the pressure established in accordance with Section 33.7. Test conditions, such as critical airplane attitude and when pertinent the pressure differential between the fuel tank vent airspace and carburetor float bowl airspace, are equally important to the demonstration.

Issued in Kansas City, Missouri, on August 24, 1984.

Barry D. Clements,

Manager, Aircraft Certification Division.

[FR Doc. 84-23485, Filed 9-5-84; 8:45 am]

BILLING CODE 4910-13-M