



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Aeronautics
April 15, 2013

REQUESTED ACTION

Authorize the Department of Transportation to amend a grant to the City of Concord, NH (Vendor 177376) for SBG-04-05-2010, to conduct an Environmental Assessment, update the National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit and Spill Prevention Control and Countermeasures (SPCC) plan by extending the completion date to July 31, 2013 from the original grant end date of May 31, 2013. The original grant was approved by Governor and Council on May 12, 2010, Item #120 (see attached). This request is for a time extension only, no additional funding.

EXPLANATION

A time extension for this grant is needed to address the airport design standard changes put forth by the Federal Aviation Administration (FAA). These new design standards required the modification of the proposed airport layout that had previously undergone review by numerous environmental agencies. Coordination with these state and federal environmental agencies is on-going but is unable to be completed by the original grant completion date of May 31, 2013. A two-month time extension is needed to be able to carry out the remaining tasks that were delayed as a result of FAA's airport design standard changes.

Your approval of this resolution is respectfully requested.

Sincerely,

Christopher D. Clement, Sr.
Commissioner

Attachment

#120



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER

RECEIVED

MAY 14 2010

NH AERONAUTICS

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

April 12, 2010
Bureau of Aeronautics

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the City of Concord, NH, Vendor Code 177376, for SBG-04-05-2010, to conduct an Environmental Assessment, update the National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit and Spill Prevention Control and Countermeasures (SPCC) plan. State and Federal participation in the amount of \$286,872.00 is effective upon Governor and Council approval through May 31, 2013. Federal Funds 97.44% General Funds 2.56%

Funding is available as follows:

FY'10

04-096-096-960030-1789

FAA Projects

034-500151 Bonded Expenses

\$ 286,872.00

EXPLANATION

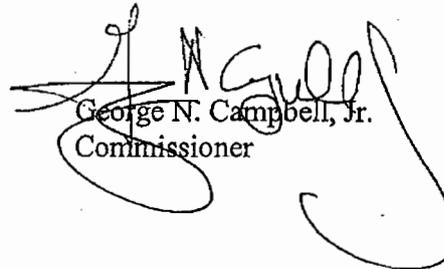
A Federal Aviation Administration (FAA) State Block Grant has been awarded for \$1,512,446.00 (copy attached) from which \$279,516.00 (or 95% of the project cost) is proposed for this airport planning project (SGB-04-05-2010 copy attached) to conduct an Environmental Assessment, update the National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit and Spill Prevention Control and Countermeasures (SPCC) plan. The objective for this project is to ensure compliance with the requirements set forth in the Council of Environmental Quality (CEQ) regulations for implementing provisions of the National Environmental Policy Act of 1969 (NEPA), 40 Code of Federal Regulations (CFR), for the airport's future development projects.

The Department of Transportation proposes to accept the Federal funds for this project as a pass through to the City of Concord in accordance with RSA 422:15. State participation in the amount of \$7,356.00 (2 ½% of this project) is also requested. The City of Concord will participate in the amount of \$7,356.00 (2 ½% of this project).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Please note that State funds are from the General Fund and have been previously approved in the HB25 Capital Budget.

Sincerely,



George N. Campbell, Jr.
Commissioner

GNC/tisl

Attach:



U.S. Department
of Transportation

Federal Aviation
Administration

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

GRANT AGREEMENT
Part 1 - Offer

Date of Offer: March 29, 2010

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-08-2010

DUNS No.: 80-889-1697

TO: State of New Hampshire
(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 January 29, 2010, for a grant of Federal funds for a project at or associated with the State of New Hampshire Block Grant 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 (herein called the "Project") consisting of the following:

New Hampshire Block Grant (Phase I, FY2010), including discretionary funding in the amount of \$300,000 for a reimburseable agreement associated with Nashua-Boire Field Airport, Nashua, NH.

all as more particularly shown in the project application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., 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, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95 percent of such costs.

The 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 \$1,512,446.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108 (b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$1,512,446.00	for airport development or noise program implementation.

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 Title 49 U.S.C.

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. 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 assurances which were made part of the project application.

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 March 30, 2010, 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, 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.

9. Buy American Requirement: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

11. Trafficking Persons:

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-- February 19, 2008.

3. A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided; and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., 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 be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Stephen J. Reed
Title: Manager, Airports Division,
New England Region

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 29th day of March, 2010.

State of New Hampshire

By *[Signature]*

(SEAL)

Title: Jack W. Ferns, Director
Aeronautics, Field, and Transit

DIANE L. HARTFORD NHDOT
Notary Public

Attest: *[Signature]*

My Commission Expires May 20, 2014

Title: Admin. Asst. / Notary Public

CERTIFICATE OF SPONSOR'S ATTORNEY

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

Dated at Concord, NH this 29th day of March, 2010.

[Signature]
Signature of Sponsor's Attorney