



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner William Cass, P.E.
Assistant Commissioner

November 6, 2019 Bureau of Aeronautics

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the town of Plymouth, (Vendor Code 159942), owner of the Plymouth Municipal Airport for AIM 1P1-01-2019 (attached), to remove obstructions, clear, grub and seed approximately 0.5 acres north of Runway 30. State participation in the amount of \$6,640.00 is effective upon Governor and Council approval through December 18, 2022. 100% Other Funds (Agency Income).

Funds to support this request are available in the following account in Fiscal Year 2020:

FY 2020

04-96-096-964010-2029 Airway Toll Fund (Fuel) 073-509074 Grants Non Federal

\$6,640.00

EXPLANATION

The following NH Airport Improvement and Maintenance (AIM) Program grant has been awarded to the town of Plymouth for \$6,640.00 (80% of the total project) to remove obstructions (trees), clear, grub and seed approximately 0.5 acres north of Runway 30. The town of Plymouth, owner of the Plymouth Municipal Airport will provide the remaining \$1,660.00 (20% of the total project) to complete the construction project.

The obstructions (trees) that are to be removed are currently in the airport's protective airspace surfaces. Given the close proximity of the obstructions to the runway, removing the trees will increase the operational safety at the airport.

This airport development project was placed out to bid and two bids were received (bid tabulation attached). Classen's Tree Service from Thornton, NH provided the qualified low bid of \$8,300.00.

The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

FY 2020 YTD vendor is over the Governor and Council threshold.

Your approval is respectfully requested.

Sincerely,

Victoria F. Sheehan Commissioner

Attachments



STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION BUREAU OF AERONAUTICS PO BOX 483 CONCORD, NH 03302-0483

GRANT AGREEMENT FOR NEW HAMPSHIRE AIRPORT IMPROVEMENT AND MAINTENANCE PROGRAM PROJECT

Date of Offer	October 7, 2019			
Airport Name	Plymouth Municipal airport			
Program Grant Number	AIM 1P1-01-2019			
TO: Airport Owner ("Sponsor"): Town of Plymouth, NH				
FROM: State of New Hampshire (acting through the New Hampshire Department of				
Transportation, herein called the "State")				

WHEREAS, the Sponsor has submitted to the State a project application dated August 1, 2019 for a grant of State funds for a project at or associated with <u>Plymouth Municipal</u> Airport, a public-use airport owned by the Sponsor. This Project Application, which as approved by the State, is included as part of this Grant Agreement; and

WHEREAS, the State has approved a project for the <u>Plymouth Municipal</u> Airport (herein called the "Project") consisting of the following:

Remove obstructions and clear, grub, grade, and seed approx. 0.5 acres north of Runway 30.

which is more fully described in the attached Project Application.

NOW, THEREFORE, according to the applicable provisions of NH RSA 422:35, the representations contained in the Project Application, and in consideration of the Sponsor's adoption and ratification of the Grant Conditions set forth herein, the Sponsor's acceptance of this Grant Agreement, and the benefits to accrue to the State of New Hampshire and the public from the accomplishment of the Project and compliance with the Grant Conditions as herein provided,

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE STATE, HEREBY OFFERS AND AGREES to pay, on a reimbursement basis, eighty percent (80%) of the allowable costs incurred accomplishing the Project as the State's share of the Project ("State's Share").

This Grant Agreement is SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

TERMS, CONDITIONS, AND ASSURANCES

- 1. This Grant Agreement is subject to the approval of the New Hampshire Governor and Council. The State's obligations under this Grant Agreement are conditional upon the approval of the New Hampshire-Governor and Council.
- 2. The maximum obligation of the State payable under this Grant Agreement is \$6,640.00.
- 3. If the final State Share of approved eligible Project costs ever exceeds the Grant Amount obligated for the Project, the Sponsor may make application to the State for a corresponding increase which will be considered for funding, without guarantee of funding, in accordance with their relative priority versus other applications for available State funds. No additional State funds for the Project shall be awarded to the Sponsor without prior approval of the New Hampshire Governor and Council.
- 4. The Sponsor shall maintain a separate, dedicated, and special account for aeronautical purposes pursuant to RSA 422:36, II. The Sponsor shall credit all State and local funds used to pay Project costs to this dedicated account.
- 5. The Sponsor has sufficient funds available for the portion of the Project which is not paid by the State. The Sponsor also has sufficient funds available to assure operation and maintenance of iten funded under this Grant Agreement which it will own or control.
- 6. The Sponsor holds good title, satisfactory to the State, to the areas of the airport or site thereof necessary to carry out said Project, or gives assurances satisfactory to the State that good title or perpetual control of improvements will be acquired prior to accepting grant funds.
- 7. In consideration of the Sponsor's continued operation and maintenance of <u>Plymouth Municipal</u> Airport for the expected life of the Project described above <u>for the life of the airport</u> from the date of project completion. Further, the State will not be obligated to fund obstruction removal from area as described in this project more than once for the life of the airport.
- 8. This Grant Agreement shall expire unless signed by the Sponsor and returned to the State no later than November 8, 2019 except that the State may, in writing, extend such time for acceptance. The State reserves the right to revoke or amend this Grant Agreement at any time prior to acceptance by the Sponsor.
- 9. This Grant Agreement is made subject to special terms and conditions specifically incorporated herein and made a part hereof. Contract documents shall be subject to approval by the State.
- 10. The Sponsor agrees by entering into this Grant Agreement:
 - a. to begin accomplishment of the Project within twelve (12) months after the date of New Hampshire Governor and Council approval of this Grant Agreement;

- b. to complete all Project activities not later than thirty-six (36) months following the date of New Hampshire Governor and Council approval of this Grant Agreement;
- c. to carry out and to complete the Project in accordance with the terms of this Grant Agreement, including the requirements specified in documents and material incorporated in and made part hereof;
- d. to submit to the State requests for grant reimbursement of eligible Project costs incurred by the Sponsor using form(s) provided by the State. Such requests shall be made at least once every twelve (12) months until the Project is completed. Each request shall be accompanied by documentation sufficient for the State to verify the amount of eligible costs incurred by the Sponsor. Eligible project costs incurred by the Sponsor will be reimbursed in an amount proportionate to the State's Share as previously set forth in this Grant Agreement;
- e. to provide the State with regular Project status updates in a format and frequency acceptable to the State;
- f. to include the State in a final inspection of the Project at the time of substantial completion;
- g. to submit to the State a record of project completion using form(s) provided by the State within ninety (90) calendar days of project completion; and
- h. to keep a record of expenditures of all funds under this Project subject to audit by the State for a minimum of three (3) years from the close of the Project and the State shall have access to these records during regular business hours and at all other reasonable times.
- 11. The Sponsor agrees that the State shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data or material. No report, document or other material produced in whole or in part with the funds provided to the Sponsor shall be subject to copyright in the State or any other jurisdiction. The Sponsor shall not include in its data any copyrighted matter without the written approval of the copyright owner and the State.
- 12. Any misrepresentation or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in this Grant Agreement shall terminate the obligation of the State and it is understood and agreed by the Sponsor that if a material fact has been misrepresented or omitted by the Sponsor, the State may recover all grant payments made on said Project.
- 13. Any one or more of the following acts or omissions of the Sponsor shall constitute an event of default hereunder ("Event of Default"): Failure to perform the Project satisfactorily or on schedule; Failure to submit any report required hereunder; Failure to maintain, or permit access to, the records required hereunder; or Failure to perform any of the other covenants or conditions of this Grant Agreement.

Upon the occurrence of any Event of Default, the State may take any one, or more, or all of the following actions:

- a. Give the Sponsor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice. If the Event of Default is not timely remedied, the State may terminate this Grant Agreement and may recover all grant payments made on the Project;
- b. Give the Sponsor a written notice specifying the Event of Default and suspending all payments to be made under this Grant Agreement and ordering that Project costs incurred by the Sponsor from the date of such notice until such time as the State determines that the Sponsor has cured the Event of Default shall never be paid to the Sponsor. Notwithstanding anything to the contrary in this provision, the State may release in whole or in part any payments withheld under this provision upon receiving proof satisfactory to the State that the Event of Default has been cured by the Sponsor; or
- c. Set off against any other obligation the State may owe to the Sponsor any damages the State suffers by reason of any Event of Default; or
- d. Treat this Grant Agreement as breached and pursue any of its remedies at law or in equity, or both.
- 14. In performance of this Grant Agreement, the Sponsor, its employees, agents, members, subcontractors or subgrantees of the Sponsor are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Sponsor nor any of its employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or other emoluments provided by the State to its employees.
- 15. The Sponsor shall indemnify, save harmless and defend (if requested) the State, its officers, and employees from any and all losses suffered by the State, its officers, and employees, and any and all liabilities or penalties asserted against the State, its officers, and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Sponsor, its employees, agents, members, subcontractors, or subgrantees. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Grant Agreement.
- 16. The Sponsor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor, subgrantee, or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional named insured, with the following insurance:
 - engaged in the performance of the Project; and
 - b. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$50,000 coverage per occurrence and in the aggregate and;
 - c. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do

business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

- 17. The Sponsor certifies that it has not assigned or transferred any interest in this Grant Agreement through either assignment or novation and agrees that it will not do so, without prior written approval of the State.
- 18. The State shall be refunded a prorated share of the Grant Amount if the <u>Plymouth Municipal</u> Airport is abandoned, ceases to be a public-use airport, or converted to any non-airport use within the usable life of the Project.
- 19. The Sponsor must not include any costs in the Project that the State has determined to be ineligible or unallowable.
- 20. The Sponsor must take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of Federal or State antitrust statutes, or misused in any other manner in any project upon which State funds have been expended. For the purposes of this grant condition, the terms "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other State grant agreement. The Sponsor must return the recovered State share of any State funds, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the State 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 State funds require advance approval by the State.
 - 21. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor written notice of such termination. In any event the State shall not be required to transfer funds from any other grant, program, or account in the event funds under this Grant Agreement are reduced or become unavailable.
- 22. This Grant Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.
- 23. By signing this Grant Agreement, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.
- 24. While it is not anticipated that any work will be conducted in areas deemed as wetlands, should the project area be found to contain wetlands the Sponsor shall not proceed with any construction activities until all environmental permits have been issued and copies of same provided to the State.

IN WITNESS WHEREOF the representatives of the State and the Sponsor have hereunto set their hands and have executed this Grant Agreement on the 15 day of 2019.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

9	SPONSOR
	Town of Phenouth
	(Name of Sponsor)
	(Signature of Sponsor's Authorized
	Official)
By:	aul H. I-Reitas
	(Typed Name of Sponsor's Authorized Official)
Title:	Town Admin
	(Title of Sponsor's Authorized Official
THE STATE OF NEW HAMPSHIRE, COUNTY OF	Tro-Hand
/	
name is subscribed to the within instrument and acknowledge	e (or satisfactorily proven) to be the person whose
purposes therein contained.	-

ANNE M. APEAR Notary Public State of New Hanshahlre My Commission: Luceiras

September 7, 2021

Notary Public/Justice of the Peace

	STATE OF NEW HAMPSHIRE
	DEPARTMENT OF
	TRANSPORTATION
	(Signature)
	, ,
,	Patrick C. Herlihy (Typerector)
	Aeronautics, Rail and Transit
•	(Title of NHDOT Official)
Dated: 1249/19	By: Aller Sycensons
	Assistant Attorney General
Secretary of State: This is to certify that the Govern	nor and Council on
Dated:	
yareu.	Attest:
By:	Attest:

TOWN OF PLYMOUTH



Office of the Selectboard 6 Post Office Square Plymouth, New Hampshire 03264

Phone: 536-1731 Fax: 536-0036

VOTE OF THE BOARD

I, John Randlett, do hereby certify that I am the Chairman of the Board of Selectmen for the Town of Plymouth, a municipality in the state of New Hampshire, county of Grafton, in the United States of America. By my signature below, I certify that Paul H. Freitas and/or Kathryn G. Lowe, are Town Administrator and Executive Director of Plymouth, respectively, and are duly authorized individuals by the by-laws and laws of the State of New Hampshire to execute and deliver for and on behalf of the Town of Plymouth any contracts with the State of New Hampshire. This authority was given during the official meeting of the Plymouth Board of Selectmen on October 15, 2019. I further certify that such authority has not been repealed, rescinded or amended.

In WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the Town of Plymouth on this 15th day of October, 2019.

For the PLYMOUTH BOARD OF SELECTMEN:

ohn Randlett, Chairman of the Board

Signatories Signatures:

Paul H Freitas, Town Administrator

Kathryn G Lowe, Executive Director

NOTARY STATEMENT

As Notary Public, registered in the State of New Hampshire, county of Grafton upon this 15th day of October, 2019, appeared before me, Anne M Abear, the above signed officers personally appeared John Randlett, Paul H Freitas, and Kathryn G Lowe who acknowledged him/herself to be the Chairman of the Board of Selectmen, Town Administrator, and Executive Director respectively of the Town of Plymouth, New Hampshire, and that being authorized to do so he/she executed the foregoing instrument for the purposes therein contained by signing by him/herself in the name of the Town of Plymouth, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Anne M Abear, Notary Public

Date of Expiration of Commission

ANNE M. ABEAR
Notary Public
State of New Hampshire
My Commission Expires
September 7, 2021

SEAL



Certificate of Insurance

Date Certificate Issued:

10/10/2019

Effective: 01/16/2019

This is to certify to:

State of New Hampshire Department of Transportation 7 Hazen Drive, P.O. Box 483 Concord, NH 03302-0483

That the following policies have been issued to:

Town of Plymouth 6 Post Office Square Plymouth, NH 03264

POLICY TYPE

Airport Owners and Operators General Liability Policy

POLICY NUMBER:

PR 002209 17

POLICY PERIOD:

From: January 16, 2019 To: January 16, 2020

SUM INSURED:

Products - Completed Operations Aggregate Limit \$ not covered Personal Injury and Advertising Injury Aggregate Limit \$ 1,000,000. Malpractice Aggregate Limit \$ 1,000,000. Each Occurrence Limit \$ 1,000,000. Fire Damage Limit Any One Fire 50,000. Medical Expense Limit Any One Person 1,000. Medical Expense Limit Any One Occurrence 5,000. Hangarkeepers Limit Any One Aircraft \$ not covered Hangarkeepers Limit Any One Occurrence \$ not covered

LOCATION(S):

Plymouth Municipal Airport

Plymouth, NH

ADDITIONAL

INSURED(S):

The above certificate holder is included as an Additional Insured as respects the airport

operations of the Named Insured.

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverage(s) afforded by the policy(ies) described above. The Aviation Managers have made provisions for prompt notice in the event of cancellation of the above policy(ies) but, except as otherwise stated in this certificate, the Aviation Managers assume no legal responsibility for any failure to do so.

OLD REPUBLIC A EROSPACE

OLD REPUBLIC AEROSPACE, INC. Representative:

J. Churchil

Agency Name: Falcon Insurance Agency, Inc.

Agency Phone: 830/257-1000

1990 Vaughn Road, Suito 350, Kennesaw, GA 30144 | Telephone: (770) 590-4950 Fax: (770) 590-0599



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS "RTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed

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(Mandatory in NH)								E.L. DISEASE - EA EA	APLOYEE :	\$	500,000		
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Plymouth Municipal Airport 111 Quincy Road					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
Plymouth, NH 03264				AUTHORIZED REPRESENTATIVE									

ACORD 25 (2016/03)

Dodul Dane



STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION BUREAU OF AERONAUTICS P.O. BOX 483 CONCORD NEW HAMPSHIRE 03302-0483

GRANT APPLICATION FOR NEW HAMPSHIRE AIM PROGRAM

		JK INE	W HAMPSHIKE AIM PROGRAM				
Sponsor/Owner Name: Tow	n of Plymouth	Airport Name: Plymouth Municipal Airport					
Mailing Address: 6 Post Of	fice Square	·					
City: Plymouth, NH			Zip Code: 03264				
Project Summary:							
Project Title:	AIM 1P1-02-2019 -	Tree	and Brash Removal				
Project Summary: Attach additional pages if needed	mowing with airport equ	ipment.	grade and seed a particular spot so that it is maintainable by This area is located adjacent to the end of Runway 30 on the ad. It is approximately 0.5 acres.				
	Airport Direct Administr	ration:					
	Airport Consulting:						
F	Construction:	<u> </u>	\$8,300.00				
Expenses:	Equipment:						
	Property Acquisition:		,				
	Total of Above Expens	se:	\$8,300.00				
NH DOT Share: 40 7. \$6,640.00 ✓ 1.							
Airport Share: 20%	t Share: 20%. \$1,660.00 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \						
Total Cost:	\$8,300.00 / W/						
Copy of Bid/Quote attached:			✓Attached				
Project Sketch	3 attached:	✓ Attached					
Environmental Review Completed:			✓ Completed . □ N/A				
Completed Purchase and Sales Agreement:			☐ Completed ✓ N/A				
Signature: Sponsor/O		ee to co	NOF SPONSOR Simply with any resulting terms if I accept an award for this Experies Town administrator, Physical				
Printed Name: <u> </u>	N. MENCIS		Date: 8/5/19				

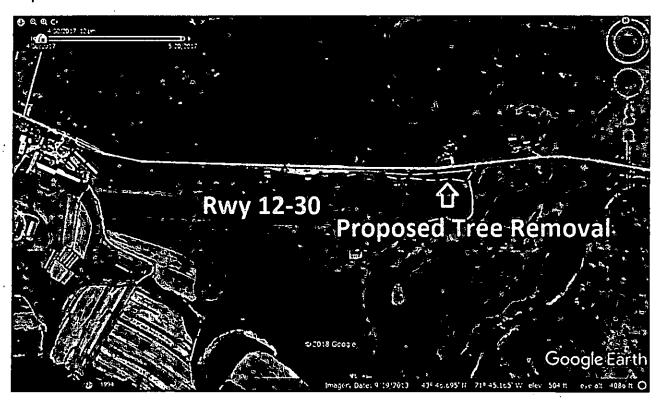
NHDOT Form: 5550 (Rev: March 15, 2019)

AIM 1P1-02-2019 Project Sketch

Detailed View:



Airport overview:



Bid Tabulation

Airport: Plymouth Municipal Airport

Sponsor: Town of Plymouth, NH

Project Number and Title: AIM 1P1-01-2019

Date Bids Open:

August 1, 2019

Bid Type:

Lump Sum

Bidder name Address	Total		
Classen's Tree Service 65 River Run Road, Thornton, NH 03285	\$8,300.00 – Recommended		
Micah's Property Maintenance P.O. Box 10, Plymouth, NH 03264	\$13,800.00		