



**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**



**CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER**

**JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER**

Bureau of Aeronautics  
July 29, 2013

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

*Retroactive*

**REQUESTED ACTION**

Authorize the Department of Transportation to **retroactively** amend a grant to the City of Lebanon, NH, (Vendor Code 177422) for AIP-34 to conduct an Airport Master Plan Update (Phase II) for an airport safety improvement analysis by extending the completion date to May 1, 2014, from the original grant end date of August 31, 2012. No additional funding is involved in this time extension. The original grant was approved by Governor and Council on August 22, 2007, Item #286 (attached).

**EXPLANATION**

A retroactive time extension for this grant is needed because this project was placed on hold until the related environmental assessment project was completed. The master plan project outcome was dependent on the findings of the environmental assessment. Additional study efforts (tasks) and public meetings were added to the environmental assessment project, thus delaying the original master plan project's planned completion date. A time extension is needed to complete this master plan project and to provide the final closeout documentation.

This project time extension request is retroactive because the Department was waiting for the determination by the Airport and City on how they intended to proceed with the development of the airport.

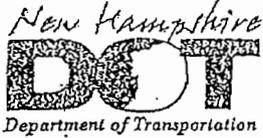
Your approval of this resolution is respectfully requested.

Sincerely,

Christopher D. Clement, Sr.  
Commissioner

Attachment  
CDC/tls1





THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



CHARLES P. O'LEARY, JR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

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August 6, 2007  
Bureau of Aeronautics

NH AERONAUTICS

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

REQUESTED ACTION

1. Authorize the Department of Transportation to provide funding to the City of Lebanon, NH (Vendor Code 23061), for AIP-32 to conduct an Airport Master Plan Update (Phase I) for an airport safety improvement analysis. State and Federal participation in the amount of \$341,250.00 is effective upon Governor and Council approval through August 31, 2012. 97.44 % Federal Funds, 2.56 % General Funds
2. Authorize the Department of Transportation to provide funding to the City of Lebanon, NH (Vendor Code 23061), for AIP-34 to conduct an Airport Master Plan Update (Phase II) for an airport safety improvement analysis. State and Federal participation in the amount of \$157,658.00 is effective upon Governor and Council approval through August 31, 2012. 97.44 % Federal Funds, 2.56 % General Funds

Funding is available as follows:

	FY'08	
	<u>Phase I</u>	<u>Phase II</u>
010-096-2021-090-0415 Federal FAA Projects	\$332,500.00	\$153,616.00
030-096-0348-090-0415 State FAA Projects	<u>\$8,750.00</u>	<u>\$4,042.00</u>
Total	\$341,250.00	\$157,658.00

EXPLANATION

Two Federal Aviation Administration grants have been awarded to the City of Lebanon. The first grant for \$332,500.00 (copy attached), which represents 95% of the funding required for this airport development project (AIP-32) to conduct an Airport Master Plan Update (Phase I) for an airport safety improvement analysis. This

study will provide project preplanning and coordination, preliminary needs and assessment, existing aviation activity demand forecasts and a runway length analysis.

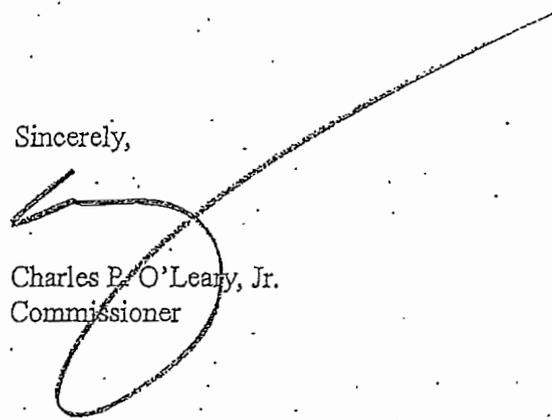
A second grant in the amount \$153,616.00 (AIP-34), copy attached, was awarded for Phase II of this study to provide a preferred airport development plan, capital improvement plan (CIP), business plan, Airport Layout Plan (ALP) and a airport governance analysis using the results of the Phase I study (AIP-32).

The Department of Transportation proposes to accept the Federal Funds for this project as a pass through to the City of Lebanon in accordance with RSA 422:15. State participation in the amounts of \$8,750.00 (2 ½% of Phase I) and \$4,042.00 (2 ½% of Phase II) is also requested. The City of Lebanon will participate in the amount of \$8,750.00 (2 ½% of Phase I) and \$4,042.00 (2 ½% of Phase II).

The Department has certified that the necessary funds are available in the appropriation account.

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

Sincerely,



Charles P. O'Leary, Jr.  
Commissioner

CPO/tisl

Attach:



U.S. Department  
of Transportation  
Federal Aviation  
Administration

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New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

GRANT AGREEMENT  
Part 1 - Offer

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Date of Offer: July 25, 2007

Lebanon Municipal Airport

Project No.: 3-33-0010-34-2007

DUNS No.: 17-036-9318

TO: City of Lebanon, 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 April 27, 2007,  
for a grant of Federal funds for a project at or associated with the Lebanon Municipal  
Airport 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:

Airport master plan update, Phase II: airport safety improvements analysis  
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 \$153,615.00. 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.

\$153,615.00	for planning
\$00.00	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 August 17, 2007, 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 FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the City of Lebanon, New Hampshire, as principal, and the New Hampshire Aeronautics Commission, as agent, created by an Agreement of Agency dated June 5, 1979, which is incorporated herein by reference, and the sponsor agrees that said Agency Agreement will not be amended, modified, or terminated without the prior written approval of FAA.

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

Laura J. Intermine  
Title: Manager, Airports Division,  
Acting, 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 30 day of July, 2007.

City of Lebanon, New Hampshire

(SEAL)

By Greg Mordy  
Title: City Manager

Attest: Sandra J. Allard  
Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Shawn Tanguay, 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 Lebanon, NH this 24 day of August, 2007

Shawn Tanguay  
Signature of Sponsor's Attorney