



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

MAY 12 '15 PM 2:29 DF:G

45  
Blaw



WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

April 23, 2015  
Bureau of Aeronautics

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

**REQUESTED ACTION**

Authorize the Department of Transportation to **RETROACTIVELY** amend a grant to the City of Lebanon, NH (Vendor Code 177422), AIP-44, for a planning study to update the Airport Layout Plan's Exhibit A (Property Map) that will evaluate Federally obligated land parcels at the Lebanon Municipal Airport, by extending the completion date to December 31, 2015, from the original grant end date of August 31, 2013. No additional funding is involved in this time extension. The original grant was approved by Governor and Council on August 11, 2010, Item #71 (attached).

**EXPLANATION**

The Lebanon Airport receives Federal funding directly from the Federal Aviation Administration (FAA). The New Hampshire Department of Transportation, in accordance with *RSA 422:15-Federal Aid for Airport and Airway Development* is responsible for channeling the Federal funds to the airport sponsor, in this case the City of Lebanon. It is the airport sponsors responsibility to complete the project on time or request an extension for time. The Department received the official request to extend this project on April 21, 2015, well after the original project end date of August 31, 2013, therefore, this request is retroactive. The FAA has specific oversight responsibility for this project. This time extension will not have an impact on their participation toward completing the project.

The City of Lebanon has requested this time extension. The project is being conducted by the city's on-call attorney. The frequent and time-critical legal assistance demands put on the law firm by the city has inhibited the progress on the airport property study project. It is expected that the city needs this time extension to determine the corrective legal and financial requirements to close the project out.

Your approval of this resolution is respectfully requested.

Sincerely,

William Cass, P.E.  
Assistant Commissioner

WC/tls  
Attachment

RECEIVED

APR 28 2015

NEW HAMPSHIRE

City of Lebanon



51 North Park Street  
Lebanon, New Hampshire 03766

April 21, 2015

Patrick Herlihy, Director of Aeronautics, Rail and Transit  
NHDOT/Bureau of Aeronautics  
7 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483

**RE: Lebanon Airport, AIP-44, Update Airport Layout Plan Exhibit A Property Map  
Extension of Governor and Council Approval**

Dear Mr. Herlihy,

This letter is a request on behalf of the City of Lebanon to extend Governor and Council (G & C) approval of the above project to December 31, 2015. Below is an explanation of the history of the project and why the City is requesting the extension of the G & C.

G & C approved the above project on August 11, 2010 with an expiration of funds on August 31, 2013. The project got under contract on April 26, 2011 with the City Attorney with one of the City's on-call law firms. The purpose of this project is to determine the proper disposition of a number of land parcels that were inadvertently removed from the airport over a number of decades and to determine the resultant corrective legal and financial requirements. Those corrective legal and financial requirements will be agreed upon, and a corrected airport property map will be prepared.

Admittedly, progress on the project has been slower than expected. The principal reason for the slow progress has been the frequent and very time-critical legal assistance demands put on this law firm by the City. These demands have served to inhibit progress on the Airport Property Study. To date, all deeds and covenants have been obtained and reviewed and a preliminary estimate made of financial requirements for the airport parcels that were removed.

It is expected that once the corrective legal and financial requirements have been determined; reaching consensus on those corrections will take time.

To allow for determining corrective legal and financial requirements, reaching consensus on those requirements for this project, and project closeout, I respectfully request a retroactive extension to December 31, 2015 of G & C approval of this project.

Sincerely,

Gregory D. Lewis  
City Manager



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER

RECEIVED

JUL 29 2010

NH AERONAUTICS

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

July 23, 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 Lebanon, NH (Vendor Code 177422), for AIP-44 for a planning study to update the Airport Layout Plan's Exhibit A (Property Map) that will evaluate Federally obligated land parcels at the Lebanon Municipal Airport. State and Federal participation in the amount of \$68,250.00 is available for this project effective upon Governor and Council approval through August 31, 2013. 97.44 % Federal Funds, 2.56 % General Funds

Funding is available as follows: FY'11

04-96-96-960030-1789
FAA Projects
034-500151 Bonded Expenses \$ 68,250.00

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for \$66,500.00 (copy attached), which represents 95% of the funding required to conduct a planning study to update the Airport Layout Plan's Exhibit A (Property Map) for this project (AIP-44) which will evaluate Federally obligated status of parcels of land at the Lebanon Municipal Airport. This project will evaluate 624 acres of property. The following are study elements for this project:

- Research land deed history; provide clear change of hands, and confirm status with FAA/airport obligation of the parcels
• Determine airport access rights to land parcels
• Determine land parcels that are surplus and amount of compensation for each parcel
• Determine the "next steps" if any, required to complete the FAA land process, based on the findings of this study
• Determine potential future use options for the parcels

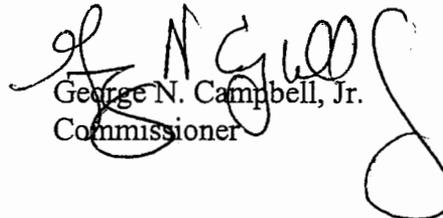
- Update the Airport's Exhibit "A" property map (required by the FAA to receive Federal funding)

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 amount of \$1,750.00 (2½% of this project) is also requested. The City of Lebanon will participate in the amount of \$1,750.00 (2½% of this project). The total cost for this project is \$70,000.00

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 HB25 Capital Budget.

Sincerely,



George N. Campbell, Jr.  
Commissioner

GNC/tls1

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: July 8, 2010

Lebanon Municipal Airport

Project No.: 3-33-0010-44-2010

DUNS No.: 17-036-7318

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 May 25, 2010,  
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:

Update Airport Layout Plan Exhibit A Property Map,

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 \$66,500.00. 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.

\$66,500.00	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 July 8, 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 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

B. H. Remy  
Title: Acting 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 20<sup>th</sup> day of July, 2010

City of Lebanon, New Hampshire

(SEAL)

By Paul J. M...  
Title: Lebanon City Manager

Attest: Peggy Sue Conley-Leva PEGGY-SUE CONLEY-LEVA, Notary Public  
My Commission Expires August 23, 2011  
Title: Notary

CERTIFICATE OF SPONSOR'S ATTORNEY

I, J. JUSTIN SEUKA, 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 15<sup>th</sup> day of JULY, 2010.

J. Seuka  
Signature of Sponsor's Attorney