



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

April 22, 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 amend a grant to provide additional funding to the Nashua Airport Authority (Vendor 154441) for SBG-12-04-2010, to acquire aviation easements in the approaches to Runway 14-32 at Boire Field, Nashua, NH. State and Federal participation in the amount of \$30,355.35 is effective upon Governor and Council approval. 97.44% Federal Funds, 2.56% General Funds.

Funding is available as follows:

FY 2015

04-96-96-960030-0997

FAA Projects

034-500151 Bonded Expenses

\$30,355.35

EXPLANATION

The following are two Federal Aviation Administration (FAA) State Block Grants have been awarded to the State of New Hampshire:

Table with 2 columns: FAA Grant Number, FAA Grant Amount. Rows include 3-33-SBGP-11-2011 (\$ 792,769.00) and 3-33-SBGP-13-2011 (\$ 541,512.00)

The two above- referenced FAA State Block Grants have been awarded from which \$29,577.00 (or 95% of the project cost) is proposed to amend this airport development project (SGB-12-04-2010 copy attached) to acquire aviation easements in the approaches to Runway 14-32 at Boire Field, Nashua, NH.

In accordance to FAA Order 5100.38D, under normal conditions, the State can amend a grant at the close out of the project to adjust the grant amount to reflect final costs. Once the project is complete, the Department must wait for federal grant funding to become available from other completed projects before issuing an amendment.

The amendment is necessary to fund additional costs incurred as a result of protracted and longer than expected negotiations with several landowners. Eligible items in this increase include:

- Additional project development costs to prepare the justifications and applications for supplemental agreements.
- Additional negotiation costs due to unforeseen and extended negotiations with institutional and commercial landowners.
- Additional legal costs due to extended negotiations, preparation for eminent domain procedures, and difficulties in obtaining subordination agreements.
- Additional project administration costs as a result of substantial and unforeseen coordination efforts.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the Nashua Airport Authority in accordance with RSA 422:15. The total federal share of this project including the amendment will increase the FAA share from \$764,685.00 to \$794,262.00, which equates to an increase of \$29,577.00. State participation in the amount of \$778.45 (2 ½ % of this amended project) is also requested. The Nashua Airport Authority will provide a matching share of \$778.35 (2 ½ % of this amended project). The total cost of this amendment for this project is \$31,133.80. The original grant (attached) passed Governor and Council on August 10, 2011 Item #133.

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.

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2011 253:1 XIV-A Capital Budget.

Sincerely,



William Cass, P.E.

Assistant Commissioner

WC/tlsl

Attachments



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

**GRANT AGREEMENT  
Part 1 - Offer**

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Date of Offer: March 2, 2011

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-11-2011

DUNS No.: 80-859-1697

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 31, 2011, for a grant of Federal funds for a project at or associated with the State of New Hampshire Block Grant Program 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:

State Block Grant (FY2011, Phase I),

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 \$792,769.00. 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  
\$792,769.00 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 15, 2011, 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

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

i. Associated with performance under this award; or

ii. Imputed to 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.

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

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**

Bruce H. Rell  
Title: Manager, Airports Division,  
ACTU 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 7 day of March, 2011.

State of New Hampshire

By [Signature]  
Title: Jack W. Ferns, Director  
Aeronautics, Rail, and Transit  
NHDOT

(SEAL)

Attest: [Signature]  
Title: Admin. Asst.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, David M. Hills, 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, N.H. this 7<sup>th</sup> day of March, 2011.

[Signature]  
Signature of Sponsor's Attorney





U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

**GRANT AGREEMENT**

**Part 1 - Offer**

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Date of Offer: September 2, 2011

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-13-2011

DUNS No.: 80-859-1697

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 Juen 14, 2011,  
for a grant of Federal funds for a project at or associated with the State of New Hampshire  
Block Grant Program 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:

State Block Grant (FY2011, Phase III),

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 \$541,512.00. 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
\$541,512.00	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 September 12, 2011, 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

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

i. Associated with performance under this award; or

ii. Imputed to 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.

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

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**

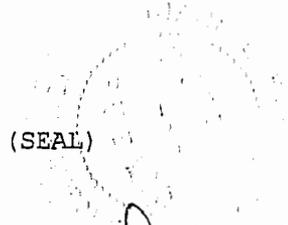
Bry H. Reff  
Title: Manager, Airports Division,  
ACTING New England Region

**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 7<sup>TH</sup> day of SEPTEMBER, 2011.

State of New Hampshire



(SEAL)

BY Michael P. Pelletier  
Title: Deputy Commissioner

Attest: Diane Hartford  
Title: Administrative Asst.

DIANE L. HARTFORD  
Notary Public  
My Commission Expires May 20, 2014

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, David M. Hills, 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, N.H. this 7<sup>th</sup> day of September, 2011.

[Signature]  
Signature of Sponsor's Attorney





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



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

SBG-12-04-2010
AIP Grant Number
16-605-5731
DUNS Number
Boire Field
Airport/Planning Area
Nashua, New Hampshire
Location

**AMENDMENT NO. 1 TO GRANT AGREEMENT PROJECT NO. SBG-12-04-2010 Nashua Airport Authority, City of Nashua, New Hampshire**

**WHEREAS**, the State of New Hampshire acting through the New Hampshire Department of Transportation (hereinafter referred to as the "State") has determined it to be in the interests of the United States and the State that the Grant Agreement between the State, acting for and on behalf of the Federal Aviation Administration (hereinafter referred to as the "FAA"), the United States, the State of New Hampshire, and the Nashua Airport Authority, City of Nashua, New Hampshire (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on June 29, 2011, be amended in conformance with the Sponsor's letter dated June 15, 2012 and as hereinafter provided.

**NOW THEREFORE, WITNESSETH:**

That in consideration of the benefits to accrue to the parties hereto, the State on behalf of the FAA and United States, and State of New Hampshire on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended as follows:

To the maximum amount of the obligation of the United States, and State as set forth in paragraph 1 of the terms and conditions of the Grant Agreement between the United States, the State, and the Sponsor, is hereby increased from \$784,808.00 to \$815,163.35.

All other terms and conditions of the Grant Agreement remain in full force and effect.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



JEFF BRILLHART, P.E.
ACTING COMMISSIONER

SBG-12-04-2010
AIP Grant Number
16-605-5731
DUNS Number
Boire Field
Airport/Planning Area
Nashua, New Hampshire
Location

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of the 17th day of April, 2015. Such Grant Amendment shall become effective upon the Sponsor's and the New Hampshire Governor and Council's acceptance of this Grant Amendment.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

[Handwritten signature of Patrick C. Herlihy]

(Signature)

Patrick C. Herlihy

(Typed Name)

Director, Division of Aeronautics, Rail & Transit

(Title)

Attorney General: This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.

Dated: 4/30/15

[Handwritten signature of Assistant Attorney General]

By: Assistant Attorney General

Secretary of State: This is to certify that the Governor and Council on \_\_\_\_\_ approved this Agreement.

Dated:

By:

Secretary of State

Attest:

[Blank line for attestation signature]

(Title)



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



JEFF BRILLHART, P.E.
ACTING COMMISSIONER

SBG-12-04-2010
AIP Grant Number
16-605-5731
DUNS Number
Boire Field
Airport/Planning Area
Nashua, New Hampshire
Location

Nashua Airport Authority
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

Dennis H. Stephens
(Typed Name of Sponsor's Designated Official Representative)

Title:

Chairman
(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Nicholas S. Frasca, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper in accordance with the laws of the State of New Hampshire and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at 4:45 p.m. this 12th day of March, 2015.

By

(Signature of Sponsor's Attorney)

(Signature of Sponsor's Attorney)

**CERTIFICATE OF VOTE**

I, Stephen R. Bourque, C.M., do hereby certify that I am the Airport Manager of the Nashua Airport Authority, the City of Nashua's airport, Boire Field, in the state of New Hampshire, county of Hillsborough, in the United States of America.

I do further certify that Dennis H. Stephens, is the Chairman of the Nashua Airport Authority and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for and on behalf of the Nashua Airport Authority any contracts with the State of New Hampshire. This authority was given during an official meeting of the Board of Directors of the Nashua Airport Authority of the city of Nashua on the following date: February 25, 2015.

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 Nashua Airport Authority on this 13<sup>th</sup> day of March, 2015.

Stephen R. Bourque  
Signature

SEAL

Airport Manager  
Title of Signatory

**NOTARY STATEMENT**

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Hillsborough upon this date March 13, 2015, appeared before me Susan M. Clancy, the abovesigned officer personally appeared Stephen R. Bourque, C.M., the Airport Manager of the Nashua Airport Authority, who acknowledged Dennis H. Stephens to be the Chairman of the Nashua Airport Authority, City of Nashua, New Hampshire, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the Nashua Airport Authority, City of Nashua, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Susan M. Clancy  
Signature

SUSAN M. CLANCY, Notary Public  
My Commission Expires October 26, 2016

SEAL

Name of Notary of Justice of the Peace

Date of Expiration of Commission



### CERTIFICATE OF INSURANCE

This is to certify to  
(Certificate Holder):

The State of New Hampshire  
Department of Transportation  
John O. Morton Building  
7 Hazen Drive, Post Office Box 483  
Concord, NH 03302-0483

The following policy(ies)  
Have been issued to:

City of Nashua & Nashua Airport Authority  
93 Perimeter Road  
Nashua, NH 03063

#### AIRPORT OWNERS AND OPERATORS POLICY INFORMATION:

AIRPORT POLICY NO: PR 002096 13      POLICY PERIOD: FROM: May 1, 2014      TO: May 1, 2015  
THIS COVERAGE IS EFFECTIVE 12:01 A.M. May 1, 2014  
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

#### LIABILITY COVERAGES:

<input checked="" type="checkbox"/> Comprehensive General Liability	\$ XXXX
<input checked="" type="checkbox"/> Personal Injury Liability	\$ XXXX
<input checked="" type="checkbox"/> Medical Malpractice Liability	\$ XXXX
<input checked="" type="checkbox"/> Hangar Keepers Liability	\$ 1,000,000
<input checked="" type="checkbox"/> Fire Legal Liability	\$ XXXX
<input checked="" type="checkbox"/> Premises Medical Payments	\$ 1,000
<input checked="" type="checkbox"/> Host Liquor Liability	\$ XXXX

#### LIMITS OF LIABILITY

Each Person	\$ 5,000,000	Each Occurrence*
Each Person	\$ 5,000,000	Each Occurrence*
Each Person	\$ 5,000,000	Each Loss*
Each Person	\$ 1,000,000	Each Occurrence*
Each Person	\$ 50,000	Each Loss*
Each Person	\$ 5,000	Each Accident*
Each Person	\$ 5,000,000	Each Occurrence*

#### LOCATION(S):

Boire Field Airport, Nashua, NH

#### THIS CERTIFICATE HOLDER IS:

- included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 90% of the Insured Value
- Included as an Additional Insured, but only with respect to liability arising out of your "Airport Operations".
- Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

#### OTHER COVERAGES / CONDITIONS / REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Phoenix Aviation Representative:

Agency Name: NationAir Insurance Agencies  
Agency Phone: 800-356-7075

Date: February 13, 2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 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(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Ames &amp; Gough</b> 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(617) 328-6555</b>		FAX (A/C, No): <b>(617) 328-6888</b>
	E-MAIL ADDRESS: <b>boston@amesgough.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Lexington Insurance Company</b>			<b>19437</b>
<b>INSURED</b>  <b>Gale Associates, Inc.</b> 15 Constitution Drive Bedford, NH 03110-6042			
<b>INSURER B :</b>			
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N / A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof Liability		023462736	10/23/2014	10/23/2015	Per Claim Limit 2,000,000
A			023462736	10/23/2014	10/23/2015	Aggregate Limit 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**All Coverages are in accordance with the policy terms and conditions.**  
 Re: Avigation Easement Acquisition, SBG-12-04-2010  
 A 30 Day Notice of Cancellation will be provided in accordance with policy terms and conditions

<b>CERTIFICATE HOLDER</b>  Nashua Airport Authority Stephen Bourque 93 Perimeter Road Nashua, NH 03063	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Nashua Airport Authority

Boire Field  
93 Perimeter Road  
Nashua, New Hampshire 03063  
Tel. (603) 882-0661



June 15, 2012

Carol Niewola, P.E., C.M.  
Senior Aviation Planner  
NHDOT/DA  
John O. Morton Building  
P.O. Box 483,  
Seven Hazen Drive, Room G31  
Concord, NH 03302-0483

## Acquisition of Avigation Easements - NHDOT SBG No. 12-04-2010 - Grant Amendment Request

Dear Carol:

Upon submission of Reimbursement Request #5 for the above-referenced project, we have exceeded the FAA and NHDOT grant amounts for the project. We respectfully request grant amendments for both the FAA and NHDOT grants.

The total project exceeded the grant amount by \$31,133.80. We therefore need an FAA grant amendment for \$29,577.11 and a NHDOT grant amendment for \$778.35.

Thank you for your continued support. Please let us know if you require any further information.

Sincerely,

NASHUA AIRPORT AUTHORITY

A handwritten signature in black ink, appearing to read "Royce N. Rankin, Jr.", is written over the typed name.

Royce N. Rankin, Jr.  
Airport Manager

Attachments

Nashua Airport Authority  
Boire Field  
93 Perimeter Road  
Nashua, New Hampshire 03063  
Tel. (603) 882-0661



February 17, 2015

Carol Niewola, P.E., C.M.  
Senior Aviation Planner  
NHDOT/DA  
John O. Morton Building  
P.O. Box 483,  
Seven Hazen Drive, Room G31  
Concord, NH 03302-0483

**Acquisition of Avigation Easements – NHDOT SBG No. 12-04-2010 – Grant  
Amendment Request**

Dear Carol:

In a letter dated June 15, 2012, the Nashua Airport Authority requested a grant amendment to allow for costs that exceeded the original grant amount. The reasoning for this request is detailed below.

The total project exceeded the grant amount by \$31,133.80. We therefore request an FAA grant amendment for \$29,577.11 and a NHDOT grant amendment for \$778.35.

Both Supplemental Agreements No. 1 and No. 2 provide exhaustive detail for the project increase. However, the following is a summary of the project finances.

The original grant was awarded for the total project cost of \$804,932.00. The FAA share was \$764,685.40 and the state and local shares were \$20,123.30 each. Final costs for the total project are \$836,065.80 less the grant amount equals \$31,133.80 in cost overrun.

The original agreement of \$356,400.00 between Gale and the airport was lowered to \$340,527.00, a decrease of \$15,873 due to the elimination of three properties from the project as outlined in detail in Supplemental Agreement No. 1.

Finally, at the project termination Supplemental Agreement No. 2 was approved by Gale and the airport increasing Gale's contract from the amended \$340,527.00 to \$371,000.00, a difference of \$30,473.00. In addition, the Sponsor Administrative account in the grant increased from \$5,705.00 to \$6,365.80 an increase of \$660.80 which combined with the Gale contract overrun equals \$31,133.80 – the requested grant amendment amount.

The increase in costs over the grant amount is due to additional costs incurred as a result of protracted and longer than expected negotiations with several landowners.

- Additional project development costs (\$3,710.00) were incurred to prepare the justifications and applications for the supplemental agreements;
- Additional negotiation costs (\$3,516.00) were incurred due to unforeseen and extended negotiations with institutional and commercial landowners;

**Stephen Bourque, C.M.**

**February 17, 2015**

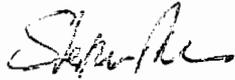
**Page 2 of 2**

- Additional legal costs (\$15,657.00) were incurred due to the extended negotiations, preparation for eminent domain procedures, difficulties in obtaining subordination agreements;
- Additional project administration costs (\$7,590.00) were incurred as a result of substantial and unforeseen coordination efforts not specifically attributable to coordination efforts specific to legal and negotiation including frequent updates to the Nashua Airport Authority, additional postage and similar costs.

Thank you for your continued support. Please let us know if you require any further information.

Sincerely,

**NASHUA AIRPORT AUTHORITY**



Stephen Bourque, C.M.  
Airport Manager





THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER  
July 5, 2011  
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 award a grant to the Nashua Airport Authority, (Vendor Code 154441), for SBG-12-04-2010, to acquire aviation easements in the approaches to Runway 14-32 at Boire Field, Nashua, NH. State and Federal participation in the amount of \$784,808.00 is effective upon Governor and Council approval through August 31, 2015. 97.44% Federal Funds, 2.56% General Funds

Funding is available as follows:

FY'12

04-96-96-960030-1789

FAA Projects

034-500151 Bonded Expenses

\$ 784,808.00

EXPLANATION

The following are three Federal Aviation Administration (FAA) State Block Grants have been awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-08-2010	\$1,512,446.00
3-33-SBGP-09-2010	\$ 885,005.00
3-33-SBGP-10-2010	\$3,143,085.00

A total of \$764,685.00 (or 95% of the project cost) is proposed from the grants list this airport development project (SBG-12-04-2010 copy attached) to acquire aviation easements (properties) in the approaches to Runway 14-32 at Boire Field, Nashua, NH.

The purpose of this project is to obtain the necessary property interests in the form of easements to protect the future approaches to the relocated Runway 14-32. Without these easements, the airport is unable to remove obstructions to the approach surfaces as defined by FAA Part 77- Objects affecting Navigable Airspace and FAA Order 8260.3B Change 20, U.S. Standard Terminal

Instrument Procedures (TERPS). Acquisition of the easements within the approaches to the Runway 14-32 will protect the safety of the flying public.

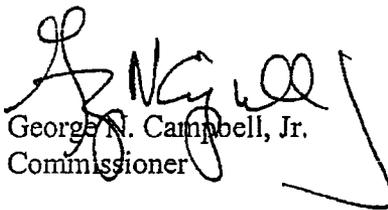
The Department of Transportation proposes to accept the Federal Funds for this project as a pass through to the Nashua Airport Authority in accordance with RSA 422:15. State participation in the amount of \$20,123.00 (2½% of this project) is also requested. The Nashua Airport Authority will participate in the amount of \$20,124.00 (2½% of this project). The total cost for this project is \$804,932.00

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.

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/tls  
Attach: