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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

41

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

January 30, 2023
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 Franconia Soaring Foundation, Inc., (Vendor Code 309701), owner of the Franconia Airport, for AIM 1B5-03-2022, to till, loam, fertilize and seed the north end of the turf Runway 18-36. State participation in the amount of $11,772 is effective upon Governor and Council approval through March 22, 2026. 100% Other Funds (Agency Income).

Funding is available as follows:

	FY 2023
04-96-096-964010-2029	
Airway Toll Fund (Fuel)	
073-509074 Grants Non-Federal	$11,772

EXPLANATION

A NH Airport Improvement and Maintenance (AIM) Program grant has been awarded to the Franconia Soaring Foundation Inc., (AIM 1B5-03-2022 copy attached) in the total of $11,772 (80% of the project cost) to till, loam, fertilize and seed the north end of the turf Runway 18-36. The runway area to be tilled, loamed, fertilized, and seeded is approximately 300 feet by 700 feet.

The Franconia Soaring Foundation Inc., owner of the Franconia Airport, will provide the remaining $2,943 (20% of the project cost) to complete the construction project. Total cost of the project is $14,715.

The runway is the most critical infrastructure at the airport, and it is important that it is always in a safe condition for operating aircraft. As a turf runway, it must be graded, rut-free and have a turf surface that can support an aircraft on takeoff and landings.

This airport development project was placed out to bid and three bids were received (bid tabulation attached). The project was bid using a performance-based specification. The Franconia Soaring Foundation, Inc., selected Josselyn Sports Turf of Jefferson, NH who was the lowest qualified bidder in the amount of $14,715.

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.

Your approval is respectfully requested.

Sincerely,

William Cass, P.E.
Commissioner

WC/tlsl
Attachments

Franconia Airport - Franconia, NH

Bid Tabulation for Restore North End of Turf Runway (approx. 300 Ft. X 700 Ft.)

Bid Opening

				Josselyn Sports Turf		Presby Construction, Inc.		Cavanaugh & Son Landscaping	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Restore North End of Turf Runway	1	LS	$14,715.00	$14,715.00	$16,800.00	$16,800.00	$35,500.00	$35,500.00
	TOTAL				$14,715.00		$16,800.00		$35,500.00

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	December 6, 2022
Airport Name	Franconia Airport
Program Grant Number	AIM 1B5-03-2022
TO: Airport Owner ("Sponsor"):	Franconia Soaring Foundation, Inc.
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 9/1/2022 for a grant of State funds for a project at or associated with Franconia 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 Franconia Airport (herein called the "Project") consisting of the following:

Till, Loam, Fertilize, and Seed North End of Turf Runway (Approx. 300 Ft. X 700 Ft.)

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, 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 $11,772.00.

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 items 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 Franconia Airport for the expected life of the Project described above not to exceed 2 years from the date of project completion.

8. This Grant Agreement shall expire unless signed by the Sponsor and returned to the State no later than January 6, 2023 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:

    a. Statutory workmen's compensation and employees liability insurance for all employees 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 $50,000.00 coverage per occurence and $50,000.00 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 Franconia 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.

IN WITNESS WHEREOF the representatives of the State and the Sponsor have hereunto set their hands and have executed this Grant Agreement on the 18th day of January, 2023.

SPONSOR

Franconia Searing Foundation
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: Thomas Gense
(Typed Name of Sponsor's Authorized Official)

Title: President
(Title of Sponsor's Authorized Official

THE STATE OF NEW HAMPSHIRE, COUNTY OF Grafton

On this 18 day of January, 2023, before me, Kayla Champagne, the undersigned officer, personally appeared Thomas Gense, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

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

Kayla A Champagne
Notary Public/Justice of the Peace

KAYLA A CHAMPAGNE
MY COMMISSION EXPIRES JUNE 27, 2027
NOTARY PUBLIC
NEW HAMPSHIRE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION

(Signature)

Michelle L. Winters
(Typed Name)

Director
Aeronautics, Rail and Transit
(Title of NHDOT Official)

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: 3/15/2023

By:

Assistant Attorney General

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

Dated:

Attest:

By:

Secretary of State

(Title)

www.soarfranconia.org
Franconia Soaring Foundation, Inc. PO Box 956 Franconia, NH 03580
Celebrating over 50 years of glider operations in Franconia

CERTIFICATE OF VOTE

I, Carol Tewes, do hereby certify that I am the Secretary of the Board of Directors, of Franconia Soaring Foundation, a registered IRS 501(c)(3) non-profit and New Hampshire Charitable Trust, in the state of New Hampshire, County of Grafton, in the United States of America. I do further certify that Thomas Ganse is President of the Franconia Soaring Foundation and is duly authorized by the bylaws and laws of the State of New Hampshire to execute and deliver for, on behalf of the Foundation, any contracts with the State of New Hampshire. This authority was given during an official meeting of the Board of Directors of the Franconia Soaring Foundation, having been duly warned, on the 9th day of January, 2023. I certify that such authority has not been repealed, rescinded, or amended in any way.

IN WITNESS WHEREOF, I have hereunto set my hand in the town of Plymouth, New Hampshire, on this 18 day of January, 2023.

Carol Tewes
Signature
Secretary of the FSF Board of Directors

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Producer:	Named Insured:
COSTELLO INSURANCE ASSOCIATES INC. P.O. BOX 28280 TEMPE, AZ 85285-8280	FRANCONIA SOARING FOUNDATION, INC. IT'S OFFICERS AND DIRECTORS P.O. BOX 956 FRANCONIA, NH 03580

General Liability		
Insurer Name: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA		
Policy Number: SS 038257922-04		
Policy Effective Date: May 10, 2022		Policy Expiration Date: May 10, 2023
Limits of Insurance	$ 1,000,000.	Each Occurrence Limit
	$ 100,000.	Damage To Premises Rented To You Limit (any one premises)
	$ 5,000.	Medical Expense Limit (any one person)
	$ 1,000,000.	Personal & Advertising Injury Aggregate Limit
	$ NOT APPLICABLE	General Aggregate Limit
	$ NOT COVERED	Products/Completed Operations Aggregate Limit
		Hangarkeepers Limit
	$ NOT COVERED	Each Aircraft Limit
	$ NOT COVERED	Each Loss Limit
	$ NOT APPLICABLE	Hangarkeepers Deductible (each aircraft)
General Aggregate Limit applies per:	☐ Policy	☐ Project ☐ Location

Description of Operations/Locations/Endorsements/Special Provisions

ADDITIONAL INSURED(S) SUBJECT TO FORM CGL191 ATTACHED TO THIS POLICY.

Additional Insured Status YES

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.
IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Cancellation

In the event of cancellation of any policy described above, the insurer will attempt to mail 10 days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

Certificate Holder: State of New Hampshire Department of Transportation PO Box 483; Concord, NH 03302	Certificate No. 1
Authorized Representative: Jordan Lanford	March 10, 2023 DS Date of Issue

CGL309 (3/05)

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ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
State of New Hampshire Department of Transportation PO Box 483 Concord, NH 03302
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

All other provisions of this policy remain the same.

This endorsement becomes effective May 10, 2022 to be attached to and hereby made a part of Policy No. SS 038257922-04 issued to FRANCONIA SOARING FOUNDATION, INC. IT'S OFFICERS AND DIRECTORS

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. 16

Date of Issue March 10, 2023 DS

By _____
(Authorized Representative)

CGL191 (3/05)

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New Hampshire AIM Program

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

For NHDOT Office Use Only	
Grant Application Received:	9/7/2022
Grant Offer Issued:	11/7/2022
G&C Approval Date:	
Signed Grant Agreement Sent:	

GRANT APPLICATION FOR NEW HAMPSHIRE AIM PROGRAM

Sponsor/Owner Name: (Include NHDOS Vendor ID) **Franconia Soaring Foundation, Inc.**	Airport Name: **Franconia Airport**
Mailing Address: **P.O. Box 956**	
City: **Franconia**	Zip Code: **03580**

Project Summary:

Project Title:	North End Runway Restoration	
Project Summary: Attach additional pages if needed. Must include why and what is needed for this requested project.	Restoration of the turf runway surface comprising an area of five acres, which is the north quarter of the runway. Till, fertilize, and seed.	
Expenses:	Airport Direct Administration:	
	Airport Consulting:	
	Construction:	$14,715.00
	Equipment:	
	Property Acquisition:	
	Total of Above Expense:	$14,715.00
NH DOT Share:	$11,772.00 √	
Airport Share:	$2,943.00 √	
Total Cost:	$14,715.00 √	

Copy of Bid/Quote attached:	√ Attached
Project Sketch attached:	√ Attached
Environmental Review Completed:	☐ Completed √ N/A
Completed Purchase and Sales Agreement:	☐ Completed √ N/A

CERTIFICATION OF SPONSOR

The foregoing information is true and correct, and I agree to comply with any resulting terms if I accept an award for this project.

Signature: _____ Title: Airport Manager
Sponsor/Owner of Airport

Printed Name: James R. David Date: 9/1/2022

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

Franconia Airport
North End Restoration 2022

Description of Project:
This project is being funded by the State of New Hampshire and FSF to resurface the north end of runway 36/18 at Franconia Airport.

The area is approximately 300 feet wide and 700 feet long. It starts from just north of the cemetery, which is on the west side of the runway, and runs north to McKenzie Road.

The current surface is mostly crabgrass tufts with sand and bare spots in between the tufts.

We would like to completely resurface the runway. Tilling in the existing surface, including adding loam and fertilizer, then seed the area with a durable, drought resistant mix of annual and perennial grass.

We expect to see similar results to the reseeding done on the south end tiedown area.

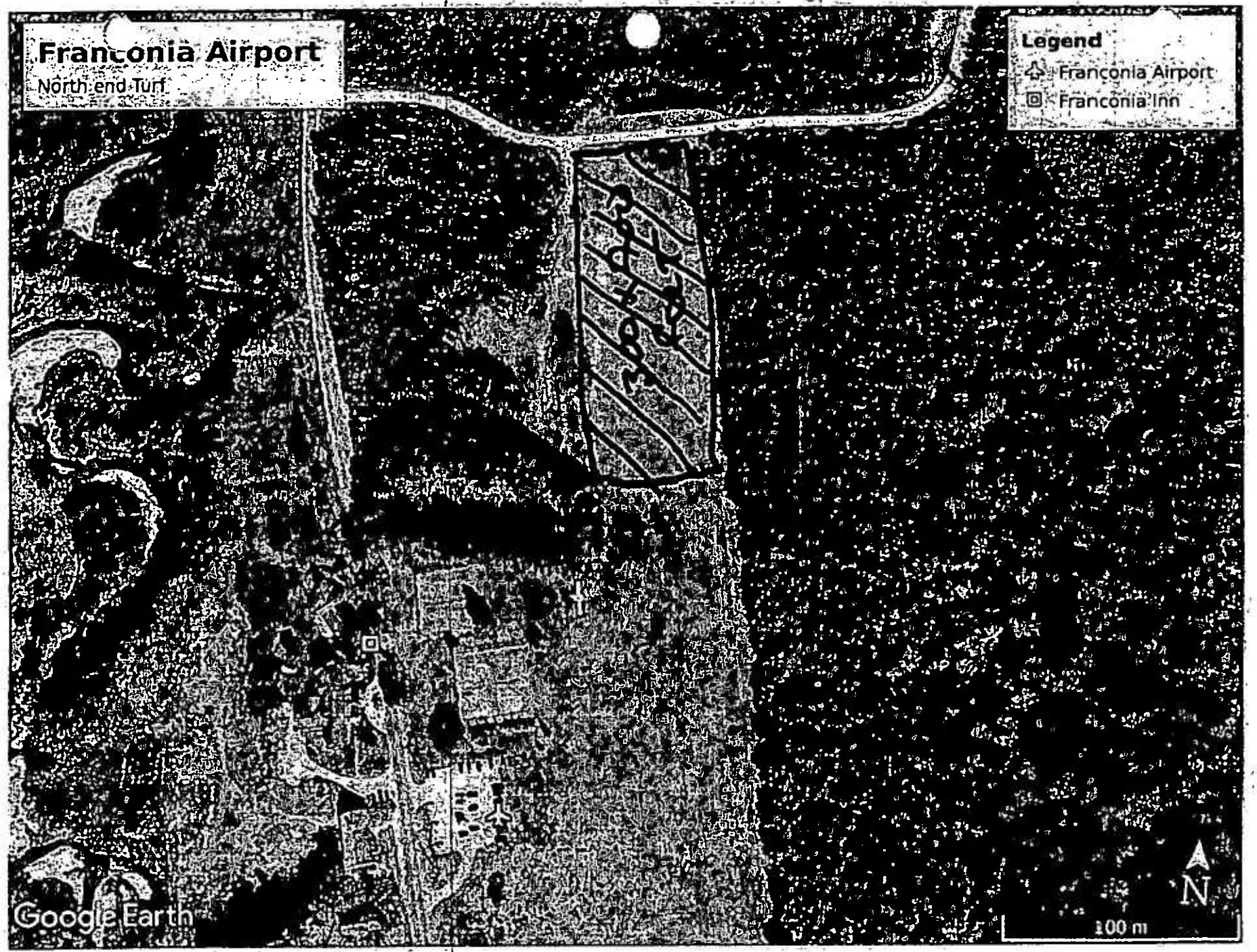
Please provide a quote for resurfacing this area, and answer the following questions.

What would your approach be to resurfacing this area?

What time in the year would be optimal for resurfacing?

How long would we need to remain clear of the new surface?

How many days would the resurfacing project take to complete?


Franconia Airport
North end Turf
Legend
Franconia Airport
Franconia Inn
Google Earth
N
100 m

Franconia Airport - Franconia, NH
Bid Tabulation for Restore North End of Turf Runway (approx. 300 Ft. X 700 Ft.)
Bid Opening

				Josselyn Sports Turf		Presby Construction, Inc.		Cavanaugh & Son Landscaping	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Restore North End of Turf Runway	1	LS	$14,715.00	$14,715.00	$16,800.00	$16,800.00	$35,500.00	$35,500.00
	TOTAL				$14,715.00		$16,800.00		$35,500.00