



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

46B



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

November 15, 2024
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 North Country Airbase, LLC (Vendor Code 494070), for AIM 4MB-01-2024, to rehabilitate Runway 2-20 at the Moultonborough Airport, Moultonborough, NH. State participation in the amount of \$290,096 is effective upon Governor and Council approval through December 15, 2027. 100% Other Funds (Agency Income).

Funding is available as follows:

	<u>FY 2025</u>
04-96-096-964010-2029	
Airway Toll Fund (Fuel)	
073-500581 Grants to Non-Profits - State	\$290,096

EXPLANATION

The following NH Airport Improvement and Maintenance (AIM) Program grant has been awarded to North Country Airbase, LLC for \$290,096 (80% of the total project) to rehabilitate Runway 2-20 (approximately 3,510' x 50') at the Moultonborough Airport. North Country Airbase, LLC, owner/sponsor of the Moultonborough Airport, will provide the remaining \$72,524 (20% of the total project) to complete the runway rehabilitation project. Total cost of the project is \$362,620.

The sponsor received a letter on November 1, 2022, from the Department stating that this project was selected to be funded by the AIM program. Since that time, the airport sponsor has been working on the design of this project so that it could go out to bid to receive bid prices for this grant offer.

The runway pavement at the Moultonborough Airport varies between fair to poor condition. Sealcoating and pavement overlays were applied in 1990, 1993 and 2001, to the center portion of the runway. Currently, there is alligator cracking on the center portion of the runway and raveling and crumbling on the shoulders. This area of the runway is failing and cannot be maintained and must be replaced. The possibility for Foreign Object Damage (FOD) to aircraft continues to be a concern.

The owner/sponsor of the Moultonborough Airport placed this project out to bid. Five companies submitted bids, and the low bid was provided by Busby Construction Company. Bid tabulation is attached for reference.

The summary of funds, including state and local matching shares are summarized below:

(Airway Toll funds)	PROJECT TOTAL		REQUESTED ACTION	
	Cost	%	Cost	%
State (Agency Funds)	\$ 290,096	80%	\$ 290,096	100%
Local Share	\$ 72,524	20%		
Total	\$ 362,620	100%	\$ 290,096	100%

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 J. Cass, P.E.
Commissioner

Attachments
WC/tlsl



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	September 11, 2024
Airport Name	Moultonborough Airport
Program Grant Number	4MB-01-2024
TO: Airport Owner ("Sponsor"):	North Country Airbase, LLC
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 April 11, 2024 for a grant of State funds for a project at or associated with Moultonborough 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 Moultonborough Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 2-20 (approx. 3,510' x 50')

which is more fully described in the attached Project Application.

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

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE STATE, HEREBY OFFERS AND AGREES to pay, on a reimbursement basis, eighty (80) percent 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 **\$290,096.00**.
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 Moultonborough Airport for the expected life of the Project described above not to exceed twenty (20) 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 October 14, 2024 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—as determined solely within the State's reasonable discretion—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 \$1,000,000 coverage per occurrence and \$2,000,000 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 Moultonborough 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 reasonable steps 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 15 day of October, 2024

SPONSOR

John St Amant / North County Airbase
(Name of Sponsor)

John St Amant
(Signature of Sponsor's Authorized Official)

By: John St Amant
(Typed Name of Sponsor's Authorized Official)

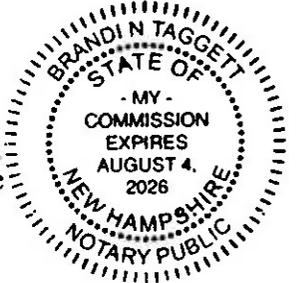
Title: Managing Partner
(Title of Sponsor's Authorized Official)

THE STATE OF NEW HAMPSHIRE, COUNTY OF Carroll

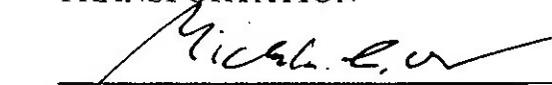
On this 15 day of October, 2024, before me, Brandi Taggett, the undersigned officer, personally appeared John St Amant, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

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

Brandi Taggett
Notary Public/Justice of the Peace



STATE OF NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION



(Signature)

Michelle L. Winters

(Typed Name)

Director of Acronautics, Rail & 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: December 6, 2024

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)

North Country Airbase, LLC CERTIFICATE OF VOTE

I, John St. Amand, do hereby certify that I am the Managing Partner and Registered Agent of North Country Airbase LLC, a partnership registered in the state of New Hampshire, county of Carroll, in the United States of America. I do further certify that John St. Amand, is the Managing Partner and Registered Agent of the partnership and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the partnership any contracts with the State of New Hampshire. This authority was given during an official meeting of the partnership of the of North Country Airbase, LLC on the following date: Monday October 14, 2024. I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand

John St. Amand on this 15 day of October,
2024.

Signature

John St. Amand

Managing Partner, North Country Airbase, LLC

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Carroll upon this date Oct. 15, 2024, appeared before me Brandi Taggett, the above signed officer personally appeared John St. Amand, who acknowledged him/herself to be the Managing Partner and Registered Agent of the North Country Airbase LLC, Moultonborough, New Hampshire, and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the city of Moultonborough, New Hampshire. In witness whereof, I

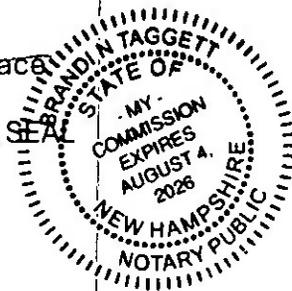
hereunto set my hand and official seal.

Signature of Notary or Justice of the Peace

Brandi Taggett

Name of Notary or Justice of the Peace

Brandi Taggett



STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate Holder: STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
7 HAZEN DR
CONCORD, NH 03302

Named Insured: NORTH COUNTY AIR BASE, LLC DBA MOULTONBOROUGH AIRPORT
39 AIRPORT RD.
MOULTONBOROUGH, NH 03254

Policy Period: From: AUGUST 07, 2024 To: AUGUST 07, 2025

Policy Number: 1000239572-05

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aviation Commercial General Liability

Each Occurrence Limit
Damage to Premises Rented to You Limit
Medical Expense Limit
Personal & Advertising Injury Aggregate Limit
General Aggregate Limit
Products/Completed Operations Aggregate Limit
Hangarkeepers Limit
Each Aircraft Limit
Each Loss Limit
Hangarkeeper's Deductible

Limits of Insurance

\$ 2,000,000
\$ 100,000 Any one premises
\$ 1,000 Any one person
\$ 2,000,000
\$ NOT APPLICABLE
\$ 2,000,000
\$ NOT COVERED
\$ NOT COVERED
\$ 5,000 Each Aircraft

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED, BUT SOLELY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

AN E-MAIL ADDRESS FOR THE CERTIFICATE HOLDER MUST BE PROVIDED TO RECEIVE A NOTICE OF CANCELLATION AGREEMENT AS IT WILL BE SENT ELECTRONICALLY. ONCE RECEIVED, THE CERTIFICATE WILL BE AMENDED ACCORDINGLY.

Certificate Number: 1.1
Issued By and Date: OCTOBER 17, 2024 (JE)

Starr 10058 (6/06)

By



(Authorized Representative)

ADDITIONAL INSURED ENDORSEMENT

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 7 HAZEN DR 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.

As respects the above additional insured:

1. this insurance does not apply to any claim or liability arising out of the use of any aircraft product manufactured, sold, handled, or distributed by the above additional insured.
2. this insurance does not apply to the design, manufacture, repair, sale, or servicing of aircraft by the above additional insured.
3. this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

All other provisions of this policy remain the same.

This endorsement becomes effective OCTOBER 17, 2024 to be attached to and hereby made a part of:

Policy No. 1000239572-05
Issued to NORTH COUNTY AIR BASE, LLC DBA MOULTONBOROUGH AIRPORT
By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 14
Date of Issue OCTOBER 17, 2024 (JE)

By 
(Authorized Representative)



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:	4/12/2024
Grant Offer Issued:	
G&C Approval Date:	
Signed Grant Agreement Sent:	

GRANT APPLICATION FOR NEW HAMPSHIRE AIM PROGRAM

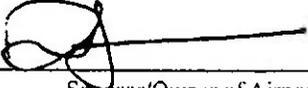
Sponsor/Owner Name: North Country Airbase LLC	Airport Name: Moultonborough
Mailing Address: 39 Airport Rd	
City: Moultonborough	Zip Code: 03254

Project Summary:

Project Title:	Moultonborough Airport Runway 02-20 Rehabilitation	
Project Summary: Attach additional pages if needed. Must include why and what is needed for this requested project.	Rehabilitate existing runway 02-20 at Moultonborough Airport	
Expenses:	Airport Direct Administration:	
	Airport Consulting:	
	Construction:	\$362,620.00
	Equipment:	
	Property Acquisition:	
	Total of Above Expense:	\$362,620.00
NH DOT Share:	\$290,096.00	✓
Airport Share:	\$72,524.00	✓
Total Cost:	\$362,620.00	✓
Copy of Bid/Quote attached:		<input checked="" type="checkbox"/> Attached
Project Sketch attached:		<input checked="" type="checkbox"/> Attached
Environmental Review Completed:		<input type="checkbox"/> Completed <input checked="" type="checkbox"/> N/A
Completed Purchase and Sales Agreement:		<input type="checkbox"/> Completed <input checked="" type="checkbox"/> N/A

CERTIFICATION OF SPONSOR

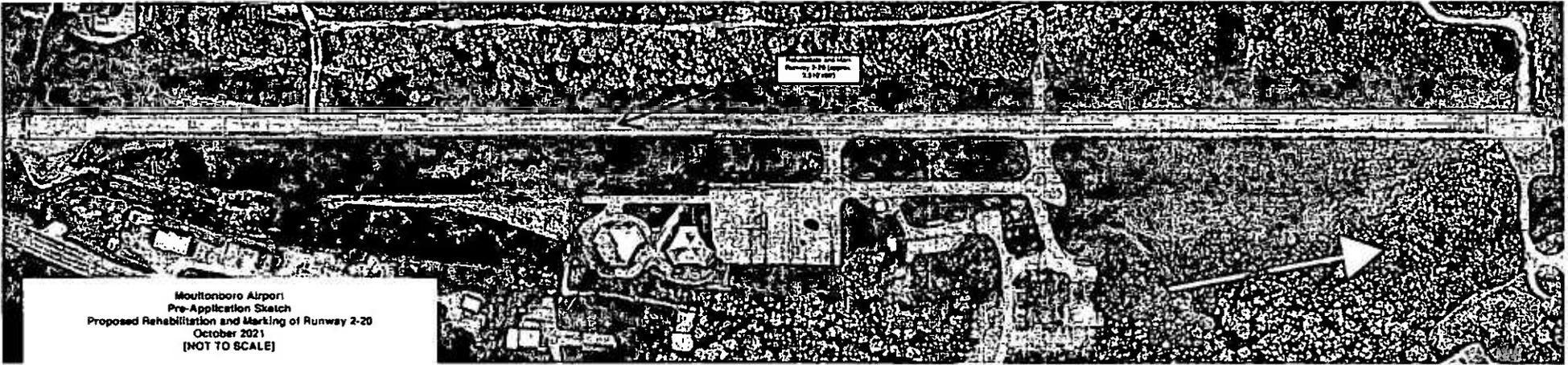
The foregoing information is true and correct, and I agree to comply with any resulting terms if I accept an award for this project.

Signature:  Title: Manager
 Sponsor/Owner of Airport

Printed Name: Derick M. Jones Date: 4/11/2024

Runway 2-20
7,310 feet

Moultonboro Airport
Pre-Application Sketch
Proposed Rehabilitation and Marking of Runway 2-20
October 2021
[NOT TO SCALE]



NH AIM Program Bid Tabulation



Airport: Moultonborough Airport (4MB)
 Project: Rehabilitate Runway 2-20
 Bids Open:

Item No.	Description	Qty.	Unit of Measure	Construction Estimate		Busby Construction Company		Pike Industries, Inc.		GMI Asphalt, LLC		G.W. Brooks & Son., Inc.		Lee T. Corrigan, LLC	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Rehabilitate Runway 2-20	1	LS	\$450,775.00	\$450,775.00	\$362,620.00	\$362,620.00	\$367,000.00	\$367,000.00	\$394,800.00	\$394,800.00	\$424,776.00	\$424,776.00	\$873,517.00	\$873,517.00
	Total				\$450,775.00		\$362,620.00		\$367,000.00		\$394,800.00		\$424,776.00		\$873,517.00