



ROBERT L. QUINN
COMMISSIONER
OF SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG.
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(603) 271-2791

EDDIE EDWARDS
ASSISTANT
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT
COMMISSIONER

July 31, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to enter into a contract with Concord Aviation Services, LLC (CAS) (VC #170183-B001), Concord, NH, in an amount not to exceed \$56,000.00 for the provision of hangar service for housing the State Police aircraft located at Concord Municipal Airport. Effective upon Governor and Council approval through December 31, 2026. **34% General Funds, 41% Highway Funds, and 25% Turnpike Funds**

Funds are available in the following account for SFY2026 and SFY2027 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

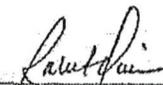
	<u>SFY2026</u>	<u>SFY2027</u>
02-23-23-234015-40060000 – Dept. of Safety –Division of State Police – Aircraft Traffic Surveillance	\$35,000.00	\$21,000.00
022-500248 – Rent Leases Other than State – Rent to Owners Non-State Space		
TOTAL	\$56,000.00	

EXPLANATION

This agreement will provide adequate storage and security for the State Police aircraft, which includes a Cessna fixed wing plane and Bell Helicopter, for the duration of renovations to the State Police Hangar. The approved capital renovation of the hangar is estimated to be completed between June and December of 2026. The Concord Municipal Airport facility will provide weather-tight, heated, and secure storage for these aircraft at a convenient and accessible location in Concord.

Department of Safety, Division of State Police has determined that the vendor is in good standing the Secretary of State's Office has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

Hangar Service Agreement

This Agreement, is entered into this 30TH day of JUNE, 2025, by and between Concord Aviation Services, ("CAS"), located at 71 Airport Road, Concord, NH 03301; and Department of Safety, Division of State Police, (the "Customer"), located at 33 Hazen Drive, Concord, NH 03305.

Use of hangar. CAS, located at Concord Municipal Airport, provides to the Customer hangar service for the purpose of housing the aircraft referenced below (the "Aircraft"). CAS will assign hangar storage at its discretion.

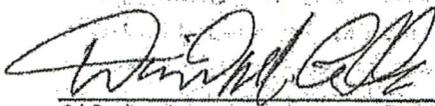
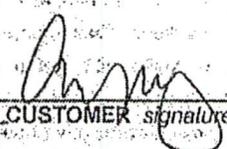
The Customer agrees to pay CAS \$3,500.00 per month.

The Customer agrees to pay CAS \$0.00 Security Deposit.

Notwithstanding anything in this Agreement to the contrary, all obligations of the Customer hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the Customer be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the Customer shall have the right to withhold payment until such funds become available, if ever.

Aircraft Make Bell Aircraft Make Cessna
Aircraft Model 407 Aircraft Model 182
Aircraft Year 2002 Aircraft Year 2008
Aircraft Registration Number N366SP Aircraft Registration Number N366NH
Aircraft Serial Number 53528 Aircraft Serial Number 18282106

IN WITNESS WHEREOF, and subject to the provisions herein, the parties hereto have executed this Agreement the day and year first above written. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Executive Council of the State of New Hampshire. The Agreement does not constitute a lease and no property rights are bestowed upon the Customer by entering into the Agreement. Conditions of use are attached and are incorporated herein by reference.

  7/31/25
CAS signature _____ Date 30-JUNE-25 CUSTOMER signature _____ Date

David M. Rolla VP MANAGER Amy L. Newbury, Director of Administration
CAS printed name DMR 6/30/25 CUSTOMER printed name

 6/30/25 | RW

Terms and Conditions of Use

1. Use of hangar.

Only Customer staff shall move stored aircraft into and out of the hangar, 24 hours a day, 7 days a week. Although CAS shall assign hangar storage at its discretion, the storage location shall be dedicated to the Customer for the term of the agreement once assigned, and the Customer shall have direct access of ingress and egress from the hangar at all times for the stored aircraft, without the need to move any other aircraft or equipment whatsoever. Loaning of the hangar by the Customer to third parties is not allowed. The Customer is not allowed to park their personal vehicle in the hangar while using the Aircraft. Subject to the other provisions of this section, the hangar is provided "as is" on a non-exclusive basis. Customer shall not be responsible for liability caused by CAS in common areas and other spaces under CAS control that are not dedicated to the exclusive use of Customer under this Agreement, including but not limited to damages to third-party aircraft.

2. Term.

Subject to termination as provided below, this is a month-to-month Agreement commencing upon actual occupancy, currently anticipated to be during the month of June 2025, and thereafter on the first day of the month.

3. Termination.

Both parties shall have the right to terminate this Agreement with written notice given to the other party (15) fifteen days prior to the end of any month, and this Agreement shall terminate at the end of that month. If notice to terminate this Agreement is given less than 10 days prior to the end of the month, then this Agreement shall not terminate until the end of the next full month.

4. Fees.

Customer shall pay the prorated amount written on the signatory page for the period of actual occupancy in the first month of occupancy, if actual occupancy does not commence on the first day of the month, and Customer shall pay that prorated amount within 15 business days after taking occupancy of the designated hangar space. Thereafter, Customer agrees to pay CAS the amount written on the signatory page, payable on or before the first day of the month, through December 2026, at which time the parties will re-evaluate the monthly fee in light of then-current market conditions. Customer agrees to pay the security deposit listed on the signatory page. Any remaining security deposit shall be refunded upon satisfactory termination of this Agreement. Customer must maintain the full balance of the security deposit during the term of this Agreement. CAS can apply the security deposit towards any unpaid fees or charges incurred by the Customer at CAS, including, but not limited to, storage fees, fuel, or other ground support services. The Customer may pay by cash, check, or credit card left on file for automatic billing. Returned checks will be subject to a \$25 administrative fee. Absence of the aircraft from the airport shall not entitle the Customer to any credit of fees.

5. Access.

Customer may access the aircraft in the hangar, subject to any temporary restrictions imposed by law enforcement or airport management.

6. RESERVED.

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7. Operation of Aircraft.

The Customer is responsible for operating the Aircraft on the airport in accordance with all applicable regulations. The Customer is required to securely lock the aircraft at all times while in the hangar or parked outside. CAS is not liable for any theft or loss. The aircraft shall be parked with the brakes released.

8. Airport Rules and Regulations.

Customer agrees to comply with the minimum standards of the Concord Municipal Airport for any commercial operations. The minimum standards document can be obtained from the City of Concord, Community Development Department, 41 Green Street, Concord, NH 03301 Phone: 603-225-8595.

9. Events upon termination.

Upon expiration of this Agreement, the hangar service shall cease and the aircraft will be removed from the hangar and placed on a tie down. Subject to the price limitation in section 4 above, the Customer will continue to pay daily tie down fees until the aircraft is entirely removed from the premises or a monthly tie down Agreement is entered into with CAS. Upon the termination of this Agreement for any reason other than the natural expiration of the term, the Customer shall have (60) sixty days to remove the aircraft. The Customer will return their gate card key to CAS on the day that they vacate the hangar or be subject to a lost card fee of \$25.00.

10. RESERVED.

11. Insurance.

11a. Insurance Coverage.

As described more specifically below, the Customer shall either self-insure or obtain and maintain at all times during the term of this Agreement, from a financially solvent insurance carrier(s) authorized to conduct business in the State where this Agreement is effective, the following types and minimum amounts of insurance:

- a) Commercial General Liability Self-Insurance, inclusive of premises liability, with a combined single limit of Two Million Dollars (\$2,000,000), insuring Customer's liability against bodily injury to persons, invitees, including passengers and damage to property;
- b) Aircraft Liability Insurance, in a minimum amount of Two Million Dollars (\$2,000,000.00) combined single limit, written on an occurrence basis;
- c) (RESERVED)
- d) All-Risk Property Self-Insurance, with coverage to be commensurate with the replacement value of the hangar equipment, tooling, spare parts and all other contents (excluding the Aircraft);
- e) Automobile Liability Insurance, with a combined single limit of Five Hundred Thousand Dollars (\$500,000) per accident and Two Hundred Fifty Thousand Dollars (\$250,000) per person bodily injury liability, as well as One Hundred Thousand Dollars (\$100,000) per person property damage liability per accident, written on a per occurrence basis, including all Customer owned, leased and for-hire vehicles with an express representation specifying the applicability of such insurance on airport premises. **

** NOTE: The foregoing Automobile Liability Insurance coverage is to be procured and maintained by Customer only if vehicular access to the aircraft operations area (or otherwise within the Airport perimeter fence) shall be required at any time during the Term of this Agreement and such access is

[Handwritten signature] 6/30/25 AU

authorized by prevailing Airport regulations. In the absence of such Automobile Liability Insurance, Customer expressly agrees not to operate nor permit to be operated by any of its agents, vendors, contractors, subcontractors, employees, customers, clients or invitees any licensed or unlicensed motor vehicle, including, but not limited to, ground support equipment, within the confines of the Airport perimeter fence at the Airport. Violation of this stipulation by Customer or any of its agents, vendors, contractors, subcontractors, customers, clients, employees or invitees shall be construed by CAS as an act of default hereunder.

CAS shall obtain and maintain at all times during the term of this Agreement, from a financially solvent insurance carrier(s) authorized to conduct business in the State of New Hampshire, the following types and minimum amounts of insurance:

- (a) Hangarkeepers' Liability Insurance, in a minimum amount of Ten Million Dollars (\$10,000,000.00) combined single limit, written on an occurrence basis

11b. Certificates of Insurance.

All Customer Insurance is to be either self-insured or carried by one or more insurance companies licensed to do business in the State where this Agreement is effective and approved by CAS. CAS shall be added as an additional insured under the applicable liability policies and furnished duly executed letters of self-insurance or certificate(s) of all required insurance, on the date Customer first occupies the hangar and, upon renewals of such policies, no less than thirty (30) days prior to the expiration of the terms of such coverage. The insurance policies of Customer shall endeavor to provide thirty (30) days advance written notice to CAS and Customer of any material changes, cancellation, non-renewal or changes adverse to the interests of CAS or Customer.

It is expressly understood by Customer that the receipt of any required insurance certificate(s) by CAS hereunder does not constitute agreement that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. Further, the failure of CAS to obtain certificates or other evidence of insurance from the Customer shall not be deemed a waiver by CAS. Non-conforming insurance shall not relieve Customer of its obligation to provide the insurance specified herein. Non-fulfillment of the insurance conditions by Customer hereunder may constitute a material breach of this Agreement and CAS retains the right to suspend the Agreement until proper evidence of insurance is provided or, in the continued absence of such insurance evidence, terminate this Agreement, in CAS's sole discretion.

11c. (RESERVED)

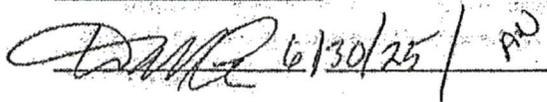
11d. (RESERVED)

11e. RESERVED

11f. RESERVED

12. (RESERVED)

13. Third Party Beneficiaries.

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This Agreement is for the exclusive benefit of CAS and Customer, and not for the benefit of any third party, including, without limitation, any partner, employee, or volunteer of Customer.

14. Storage of Hazardous Materials.

Hazardous materials, as defined by the U.S. Environmental Protection Agency, the U.S. Occupational Safety and Health Administration, and the U.S. Department of Transportation, shall not be stored in the hangar. The Customer is responsible for the cost of cleanup of any hazardous spill in the hangar directly caused by Customer, to the extent necessary to remediate the spill in accordance with applicable State and Federal laws. This includes but is not limited to fuel and oil leaks from the parked aircraft.

15. Alterations and Waste.

The Customer shall not make any alterations to the hangar. The Customer shall not commit nor permit any waste anywhere on airport property.

16. Inclement Weather Cautions.

The Customer is always on the premises at their OWN RISK, and must use extreme caution whenever inclement weather or emergency conditions are present. The Customer is responsible to remove snow and ice from their aircraft and its immediate surroundings. Snow removal services are available from CAS at their standard hourly rate.

17. Assignment.

This Agreement may not be transferred or assigned without written authorization signed by CAS. The Customer may not resell or reassign their hangar Agreement to others. The Customer must notify CAS if they intend to replace or store an alternate aircraft on the premises. Any substitute aircraft storage authorized by CAS shall be subject to: a) aircraft of the same size or smaller than the primary aircraft stored at the Airport; and b) subject to the same terms and conditions as set forth in this Agreement. CAS shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the Customer.

18. Notice.

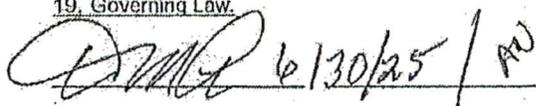
Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent registered mail, return receipt requested, with postage and registration fees prepaid.

- A. If to the Customer, to the address provided on the signatory page of this Agreement.
- B. If to Concord Aviation Services, addressed to:

Attn: Legal Counsel
Concord Aviation Services
71 Airport Road
Concord, New Hampshire 03301

Notice shall be deemed to have been received on the date of delivery as shown on the return receipt, or five days after the original mailing, whichever is earlier. Should either party change addresses, that party shall notify the other party within 5 days after the change.

19. Governing Law.

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This Agreement is a contract executed under and to be construed under the laws of the State of New Hampshire, County of Merrimack, without regard to the State's conflicts of laws provision. Any lawsuit or other legal action brought pursuant to this Agreement shall be brought in a court of competent jurisdiction located within Merrimack County, New Hampshire.

20. Amendment.

Subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement may be amended only as stated in writing and signed by both Customer and CAS which recites that it is an amendment to this Agreement.

21. Waiver.

Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

22. Severability.

The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

23. Paragraph Headings.

The headings to the paragraphs to this Agreement are solely for convenience and may have no substantive effect on the Agreement nor are they intended to aid in the interpretation of the Agreement.

24. Subordination of Agreement.

This Agreement shall be subordinate to the provisions of any existing or future Agreement between CAS and the City of Concord; the state of New Hampshire; or the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

25. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

26. Force Majeure.

Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by the Customer to pay fees or other charges to CAS.

27. Independent Contractor

CAS is an independent contractor and no employer/employee or agency relationship exists between CAS and the Customer.

28. Event of Default: Remedies.

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Failure of either party to perform any of the covenants and conditions of this Agreement shall constitute an Event of Default hereunder. Upon the occurrence of an Event of Default, the non-defaulting party may take one or more of the following actions:

28.1 Give the defaulting party 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; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the defaulting party notice of termination; and

28.2 Treat the Agreement as breached and pursue any of its remedies at law or in equity.

29. Remedies Cumulative

All rights and remedies which either party may have under this Agreement, and at law and equity, shall be cumulative, and shall not be deemed inconsistent with each other, and any one or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

30. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

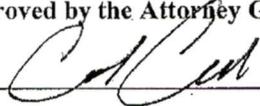
31. Termination

Subject to the provisions of Section 28, either party may terminate this Agreement without cause upon thirty (30) days written notice.

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The preceding Agreement, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



Date: 08/28/2025

State of New Hampshire, Department of Justice

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration