



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

9



David Rodrigue, P.E.
Assistant Commissioner

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

Bureau of Aeronautics
July 29, 2025

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to 8B1, LLC (Vendor Code 402439) for AIM 8B1-01-2025, to rehabilitate and mark Runway 2-20 at the Hawthorne-Feather Airport, Deering, NH. State participation in the amount of \$344,344 is effective upon Governor and Council approval through July 30, 2028. 100% Other Funds (Agency Income).

Funding is available as follows:

	<u>FY 2026</u>
04-96-096-964010-2029 Airway Toll Fund (Fuel)	
073-500581 Grants to Non-Profits - State	\$344,344

EXPLANATION

The following NH Airport Improvement and Maintenance (AIM) Program grant has been awarded to 8B1, LLC for \$344,344 (80% of the total project) to rehabilitate Runway 2-20 (approximately 3,280 x 75') at the Hawthorne-Feather Airport. 8B1, LLC, owner/sponsor of the Hawthorne-Feather Airport, will provide the remaining \$86,086 (20% of the total project) to complete the runway rehabilitation project. The total cost of the project is \$430,430.

The sponsor received a letter on December 8, 2023, 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.

Runway 2-20 pavement at the Hawthorne-Feather Airport is in poor condition with numerous large, open cracks averaging 3.5 – 12+ inches wide. Many of the cracks on the runway appear to have been sealed in the past but the crack sealing is causing uneven pavement conditions. These uneven surfaces pose a hazard to aircraft taxing, taking off, or landing and may cause an aircraft to lose directional control or suffer damage. There are also areas where the edge of pavement drop offs are in excess of 3 inches. As such, the runway needs a full-length runway rehabilitation.

The owner/sponsor of the Hawthorne-Feather Airport placed this project out to bid. Three 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, is below:

(Airway Toll funds)	PROJECT TOTAL		REQUESTED ACTION	
	Cost	%	Cost	%
State (Agency Funds)	\$ 344,344	80%	\$ 344,344	100%
Local Share	\$ 86,086	20%		
Total	\$ 430,430	100%	\$ 344,344	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.

The Department of Transportation has determined that the vendor is in good standing with 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.

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	March 18, 2025
Airport Name	Hawthorne-Feather Airpark
Program Grant Number	AIM 8B1-01-2025
TO: Airport Owner ("Sponsor"):	8B1, 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 March 2, 2025 for a grant of State funds for a project at or associated with Hawthorne-Feather 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 Hawthorne-Feather Airport (herein called the "Project") consisting of the following:

Rehabilitate and Mark Runway 2-20 (approx. 3,280'x75')

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 **\$344,344.00**.
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 Hawthorne-Feather 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 April 18, 2025 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 Hawthorne-Feather 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.
24. No physical construction efforts under this Grant Agreement will be allowed by the State until a Construction Safety Plan for this project has been provided to, and accepted by, the State.
25. No physical construction efforts under this Grant Agreement will be allowed by the State until all needed permits for the project have been obtained and a copy of said permits provided to the State.

IN WITNESS WHEREOF the representatives of the State and the Sponsor have hereunto set their hands and have executed this Grant Agreement.

SPONSOR

831 LLC

(Name of Sponsor)

[Signature]

(Signature of Sponsor's Authorized Official)

By:

CHRISTOPHER CHESNEY

(Typed Name of Sponsor's Authorized Official)

Title:

MEMBER

(Title of Sponsor's Authorized Official)

THE STATE OF NEW HAMPSHIRE, COUNTY OF

Grafton

On this 19 day of April, 2025 before me, Jinwei Zhou, the undersigned officer, personally appeared Christopher Chesney 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.

[Signature]

Notary Public/Justice of the Peace



STATE OF NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION



(Signature)
Michelle L. Winters

(Typed Name)
Director of Aeronautics, 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: 8/12/25

By: 

Assistant Attorney General

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

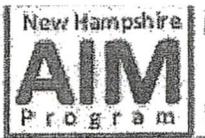
Dated: _____

Attest: _____

By: _____

Secretary of State

(Title)



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:	3-2-2025
Grant Offer Issued:	3-18-2025
G&C Approval Date:	
Signed Grant Agreement Sent:	

GRANT APPLICATION FOR NEW HAMPSHIRE AIM PROGRAM

Sponsor/Owner Name: (Include NHDOS Vendor ID) 8B1 LLC (NH DOS Vendor ID = 402439)	Airport Name: Hawthorne-Feather Airpark (8B1)
Mailing Address: 144 Story Rd, Nelson, NH	
City: Nelson	Zip Code: 03457

Project Summary:

Project Title:	Runway 2-20 (75' x 3280') Repaving Project	
Project Summary: Attach additional pages if needed. Must include why and what is needed for this requested project.	We seek funding to recondition our sole runway (2-20) which is currently in poor condition. We will reclaim existing asphalt, grinding it into the base, and pave on top.	
Expenses:	Airport Direct Administration:	
	Airport Consulting:	
	Construction:	\$430,430.00
	Equipment:	
	Property Acquisition:	
	Total of Above Expense:	\$430,430.00
NH DOT Share:	\$344,344.00 (80%)	✓
Airport Share:	\$86,086.00 (20%)	✓
Total Cost:	\$430,430.00 (100%)	✓
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 (In-kind Repair)	
Completed Purchase and Sales Agreement:	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> N/A	

CERTIFICATION OF SPONSOR

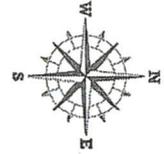
The foregoing information is true and correct, and I agree to comply with any resulting terms if I accept an award for this project.

Signature: Title: SOLE OWNER & MEMBER, 8B1 LLC
 Sponsor/Owner of Airport

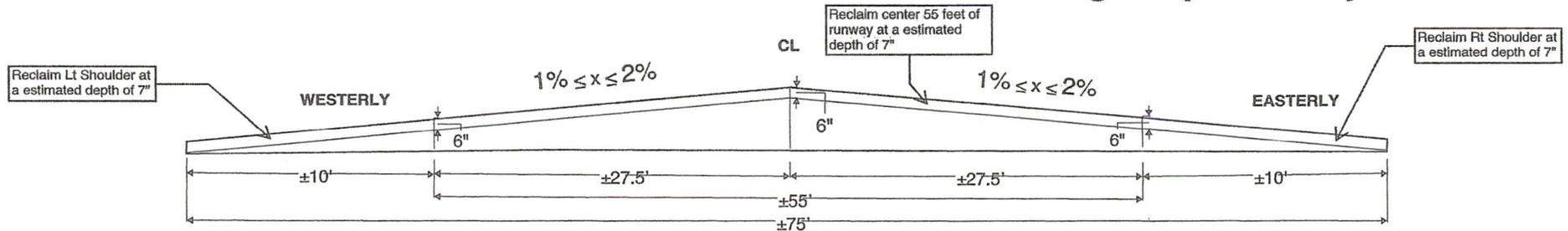
Printed Name: CHRISTOPHER CHESNEY Date: 3-2-2025

Plans are provided for conceptual use only. All dimensions on sheet are estimated; Contractor to verify. Airport owner is responsible for all existing and proposed site conditions.

Hawthorne-Feather Airpark (8B1) Rehabilitate Runway 2-20 (approximately 3280'± x 75'±)



Plans Not to Scale. Dimensions Used for Estimating Purpose Only.



Typical Cross Section view as Approaching from Southern End

ITEM DESCRIPTION	UNIT	QTY.
RECLAIM RUNWAY - Full Length & Width at 7" depth	SY	27,333 ±
FINE GRADING RUNWAY - Full Length & Width	SY	27,333 ±
PAVEMENT RUNWAY - Full Length & Width. Winter HMA at 2.5" Compacted Depth.	TON	4,020 ±
MOBILIZATION Mobilization	UNIT	1

All quantities are approximate and for estimating purposes only

NOTE: Gray shaded area is proposed work limitations. Including reclaiming, fine grading, and pavement.

NOTE: Runway pavement shall be reclaimed at a depth approximately 7" deep.

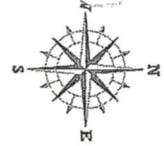
NOTE: During reclaim operation and/or during fine grading procedure any aggregate material larger than 3.5" shall be placed in front of reclaimer's next path to be ground smaller, and/or removed from the fine graded passes and before rolling operations.

NOTE: Fine grading the cross slope shall not be less than negative 1% and not greater than negative 2%, as shown in cross section above. This will be determined in the field to facilitate an acceptable transition into the taxiways and turnarounds.

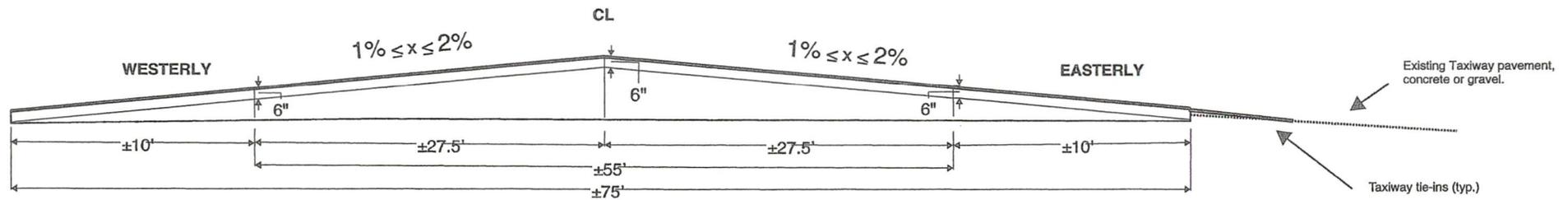
PROJECT SKETCH	
HAWTHORNE-FEATHER AIRPARK (8B1)	
2300 SECOND NH TURNPIKE, DEERING, NH 0324	
DATE: 12/31/2024	EET # 1 SHEET TOTAL

Plans are provided for conceptual use only. All dimensions are sheet are estimated; Contractor to Verify. Airport owner is responsible for all existing and proposed site conditions.

Hawthorne-Feather Airpark (8B1) Rehabilitate Runway 2-20 (approximately 3280'± x 75'±)



Plans Not to Scale. Dimensions Used for Estimating Purpose Only.



Typical Cross Section view as Approaching from Southern End

NOTE: Taxiways A-C need a short pavement apron tie in over existing pavement to create a smooth transition. Length of transition to be determined in field.

NOTE: Taxiways will receive a tie in using remaining reclaimed material.

NOTE: All taxiway transitions shall not be greater than 2% tying into existing taxiways.

PROJECT SKETCH		
HAWTHORNE-FEATHER AIRPARK (8B1)		
2300 SECOND NH TURNPIKE, DEERING, NH 0324		
DATE: 12/31/2024	SHEET# 2	SHEET TOTAL

Bid Tabulation

Airport: Hawthorne-Feather Airpark

Sponsor: 8B1 LLC (Owner of Hawthorne-Feather Airpark)

Project Title: Repaving of Runway 2-20

Date Bids Open: January 31, 2025 at 5:00 PM LOCAL

Bid Type: Lump Sum

Bidder name Address	Total
Busby Construction Co., Inc. 71 Route 111, Atkinson, NH 03811	\$430,430.00
Pike Industries, Inc. 3 Eastgate Park Road, Belmont, NH 03220	\$448,859.25
Brox Industries One Tech Drive, Suite 310, Andover, MA 01810	\$653,000.00