

October 19, 2017

City Council President Joseph P. Lopes, and Honorable Members of the City Council 133 William Street New Bedford, MA 02740

Dear Council President Lopes and Honorable Members of the City Council:

I am submitting for your approval a LOAN ORDER in the amount of \$8,538,654 to pay costs of the reconstruction of Runway 14-32 at New Bedford Airport including design, engineering, administrative and construction services, and all other costs related thereto to be reduced by the amount of any state or federal aid received at the time of issuance.

Sincerely

Jonathan Matchel

FM/smt



CITY OF NEW BEDFORD

CITY COUNCIL

October 26, 2017

A LOAN ORDER TO PAY COSTS OF THE RECONSTRUCTION OF RUNWAY 14-32 AT NEW BEDFORD AIRPORT INCLUDING DESIGN, ENGINEERING, ADMINISTRATIVE AND CONSTRUCTION SERVICES, AND ALL OTHER COSTS RELATED THERETO TO BE REDUCED BY THE AMOUNT OF ANY STATE OR FEDERAL AID RECEIVED AT THE TIME OF ISSUANCE

BE IT ORDERED, BY THE CITY COUNCIL OF THE CITY OF NEW BEDFORD AS FOLLOWS:

That the City appropriates the amount of Eight Million Five Hundred Thirty-Eight Thousand Six Hundred Fifty-Four (\$8,538,654) to pay costs of the reconstruction of Runway 14-32 at the New Bedford Airport, including design, engineering, and administrative and construction services, and for the payment of all other costs incidental and related thereto; that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is hereby authorized to borrow not exceeding the sum of Eight Million Five Hundred Thirty-Eight Thousand Six Hundred Fifty-Four (\$8,538,654), under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; and that the Mayor is authorized to contract for and expend any federal or state aid available for the project, provided however, that the amount authorized to be borrowed above shall be reduced to the extent of any grants, aid, or reimbursements received by the City on account of the project prior to the issuance of any bonds or notes on account thereof.

FURTHER ORDERED: That any premium received by the City upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

AND FURTHER ORDERED: That the City Treasurer is authorized to file an application with The Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote or pursuant to any prior vote of the City, and to provide such information and execute such documents as the Municipal Finance Oversight Board of The Commonwealth of Massachusetts may require.



October 16th, 2017

The Honorable Jon Mitchell, Mayor City Hall 133 William Street New Bedford, MA 02740

Dear Mayor Mitchell:

The New Bedford Regional Airport (NBRA) is planning to commence with the Reconstruct, Mark/ Light/ Sign and Groove Runway 14-32 in December 2017. This project will also include the construction of a 'Haul Road' off New Plainville Rd. and tree clearing in the approaches of the runway. The Federal Aviation Administration (FAA) has engineered and will install new navigational and approach lighting as part of this project.

The projected cost to complete this project is \$8,538,654. The estimated completion date for this project is December 2018. The NBRA will receive 90% (\$7,640,055) reimbursement from the Federal Aviation Administration (FAA) and 5% (\$464.741) reimbursement from Massachusetts Department of Transportation Aeronautics Division. The local share of the project will be \$433,858, which will be paid from the Airport Enterprise Fund.

Therefore, I respectfully request the submission of a Loan Order for the full cost of the project to allow the project to proceed.

If you have any questions or concerns please feel free to contact me.

Sincerely:

Scot Servis

Airport Manager



Federal Aviation
Administration

GRANT AGREEMENT

Date of Offer September 6, 2017 Airport/Planning Area New Bedford Regional Airport AIP Grant Number 3-25-0034-055-2017 DUNS Number 075719187

TO: City of New Bedford, Massachusetts

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the

"FAA"}

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 31, 2017, for a grant of Federal funds for a project at or associated with the New Bedford Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the New Bedford Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Runway 14/32 (including Associated Taxiways B, C, and E); Construct Access Road; and Remove Obstructions in Runway 14/32 Approach Surfaces,

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$7,459,083.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning;

\$7,459,083 airport development or noise program implementation; and,

\$0 for land acquisition.

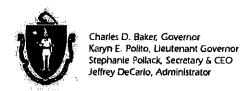
The source of this Grant may include funding from the Small Airport Fund.

2. <u>Period of Performance</u>. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible-or unallowable.
- 4. <u>Indirect Costs Sponsor</u>. Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs</u>. The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 7. <u>Amendments or Withdrawais before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 21, 2017, or such subsequent date as may be prescribed in writing by the FAA.





September 29, 2017

Paul Barton, Chairman **New Bedford Airport Commission New Bedford Regional Airport** 1569 Airport Rd. New Bedford, MA 02746

Re:

MassDOT Aeronautics Division Grant Award Notification

New Bedford Regional Airport

Dear Mr. Barton,

The Massachusetts Department of Transportation (MassDOT), Aeronautics Division is pleased to inform you that a state grant has been awarded to your airport for the following project:

Airport:

New Bedford Regional Airport

Date of Award:

9/29/2017

Reconstruct Runway 14-32, Associated Taxiway

Reconstruction, NAVAID Installation, Tree Clearing,

Project Name:

Wetland Mitigation, and Access Road

Reconstruction

Project Number:

3-25-0034-055-2017

Grant Number:

EWBRW1432

Grant Amount:

\$454,687.00°

Grant Expiration Date:

6/30/2019

Two standard contracts, two airport grant assurances, and one fully executed grant application are enclosed. Sign and return the following as soon as possible to MassDQT:

1. Two (2) signed standard contract forms; and

2. One (1) signed airport grant assurance. Keep the other grant assurance for your files.

If you have any questions concerning this matter, please call me at (617) 412-3689.

Sincerely,

Owen Silbaugh Project Manager

cc:

Airport Manager (via email)

file

Application for Assistance MassDOT Form AD1 (Last Modified: April 2017)

1. DATE SUBMITTED:	32 % % % 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	AIRPORT: New Bedford	Regional Airport
APPLICATION		CITY: New Bedford MA	
PRE APPLICATION	☐ PLANNING	⊠ PUBLIC	PRIVATE
MASSAGHUSETSVAIRFORT	SYSTEM PUAN (MASS) PAIRPORTER	ANKING: Commercial Service/So	heduled Charter
AIRPORT CONSULTANT: A			
CONCRESSION AND VIRIO			AAA = mmnninnoniana

2. PROJECT TITLE Reconstruct, Mark, Light, and Groove RW 14-42, and Associated TW Reconstruction, NAVAIDs, Tree Clearing, Wetland Mitigation, and Access Road Construction

PROJECT DESCRIPTION

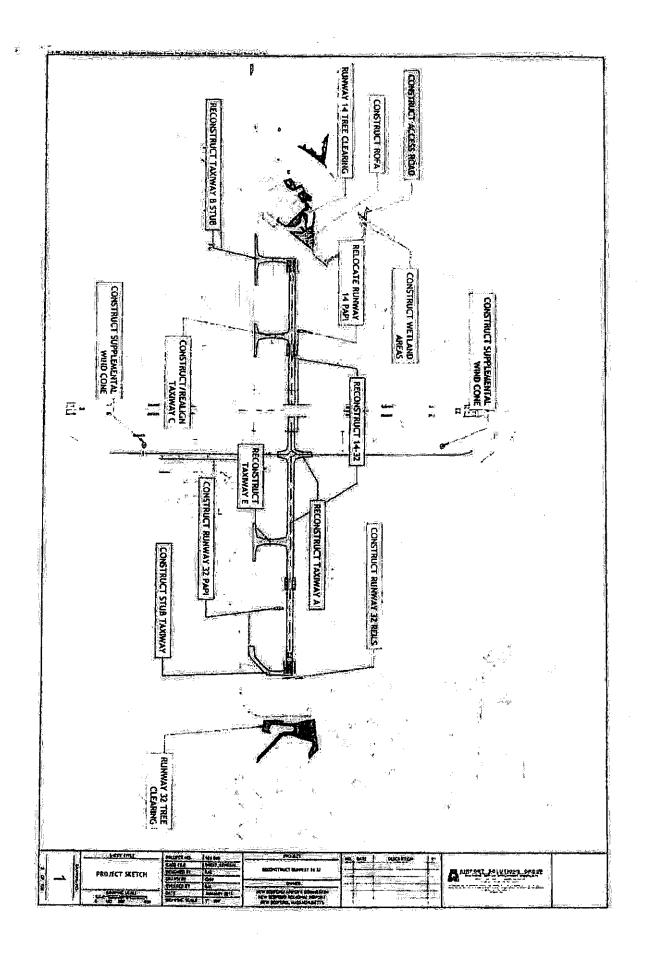
The New Bedford Regional Airport (EWB) is a public use and general aviation airport owned by the City of New Bedford and operated by the New Bedford Airport Commission. In order to continue to provide a safe operating environment for aircraft, the Airport's Runway 14-32 needs to be reconstructed. Runway 14-32 is at the end of its useful life with the last major rehabilitation taking place approximately 39 years ago (est. 1977). The runway shows signs of significant distresses in the form of longitudinal, traverse, and alligator cracking throughout and has 2012 PCI rating of 64 which falls into the category of "Major Rehabilitation". In addition, the Runway is currently 150' in width and will be reduced as part of this project to 75' in width, which will require the relocation of FAA NAVAIDs including RW 32 REILS, RW 14 PAPI's and the replacement of RW 32 VASI with PAPI in a new location. The NAVAID relocation will be performed directly by the FAA under a separate grant. This project involves the removal of approach obstructions (vegetation) which currently penetrates 34:1 approach surface as defined by FAA Advisory Circular 150/5300-13A. This project also involves the removal of vegetation for the construction of a new emergency gravel access road between New Plainville Road and the abandoned Old Plainville Road. All vegetation clearing, grubbing and grading will be completed on Airport controlled lands, City of New Bedford controlled land, and off-Airport lands which contain an existing avigation easement. All lands requiring vegetation removal are currently identified in the Airport's Vegetation Management Plan (VMP).

The project will involve the following elements:

- Reconstruction of Runway 14-32 (approx. 5,000' x 75')
- Construction of a compliant RSA and ROFA on RW 14
- Install new runway edge lighting
- Install pavement markings
- Groove Runway 14-32
- Vegetation clearing for Runway 14-32 approaches
- Install gravel access road from New Plainville Road to airport
- Install new concrete encased duct bank
- Install new and/or replace existing guidance signs
- Aeronautical Study for Runway 14-32
- Environmental Permitting
 - Attach an 8.5 x 11" sketch showing the location of the project

	AIP EUGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING	\$1,525,600.00			\$1,525,600.00
CONSTRUCTION	\$6,739,025.00	\$51,475.00		\$6,790,500.00
EQUIPMENT				
OTHER	\$15,952.00			\$15,952.00
ADMINISTRATION	\$5,520.00			\$5,520.00
TOTAL PROJECT COST	\$8,286,097,00	\$51,475.00		\$8,337,572.00
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2017	2018	Jul-Sep 2017	\$659,000	\$38,000	\$40,000		\$737,0	
2017	2018	Oct-Dec 2017	\$526,000	\$30,000	\$32,000		\$588,0	
2018	2018	Jan-Mar 2018	\$657,000	\$37.000	\$40,000	***************************************	\$734,0	
2018	2018	Apr-Jun 2018	\$1,900,000	\$108,000	\$116,000		\$2,124,	
2018	2019	Jul-Sep 2018	\$2,900,000	\$186,000	\$179,000		\$3,245,	
2018	2019	Oct-Dec 2018	\$817,083	\$44,802	\$47,687		\$909,5	IL Inter
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GRANT AGREEMENT

PART I -OFFER

Date of Offer	September 6, 2017					
Airport/Planning Area	New Bedford Regional Airport					
AIP Grant Number	3-25-0034-056-2017					
DUNS Number	075719187					
TO: City of New Bedford, Mass	achusetts					

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 31, 2017, for a grant of Federal funds for a project at or associated with the New Bedford Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the New Bedford Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway - FAA ATO Engineering Services Reimbursable Agreement for FAA Airway Facilities Design Services Associated with Runway 14/32 Reconstruction,

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$65,904.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$65,904 airport development or noise program implementation; and,

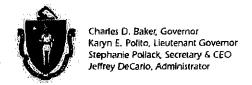
\$0 for land acquisition.

2. <u>Period of Performance</u>. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor</u>. Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs</u>. The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 7. <u>Armendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 21, 2017, or such subsequent date as may be prescribed in writing by the FAA.
- 9. <u>Improper Use of Federal Funds</u>. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by





September 29, 2017

Paul Barton, Chairman **New Bedford Airport Commission New Bedford Regional Airport** 1569 Airport Rd. New Bedford, MA 02746

MassDOT Aeronautics Division Grant Award Notification

New Bedford Regional Airport

Dear Mr. Barton,

The Massachusetts Department of Transportation (MassDOT), Aeronautics Division is pleased to inform you that a state grant has been awarded to your airport for the following project:

Airport:

New Bedford Regional Airport

Date of Award:

9/29/2017

Project Name:

FAA Reimburseable Agreement For Runway 14-32

NAVAIDs - Design

Project Number:

3-25-0034 056-2017

Grant Number:

EWBFAARAD

Grant Amount:

\$3,661.33

Grant Expiration Date:

6/30/2018

Two standard contracts, two airport grant assurances, and one fully executed grant application are enclosed. Sign and return the following as soon as possible to MassDOT:

1. Two (2) signed standard contract forms; and

2. One (1) signed airport grant assurance. Keep the other grant assurance for your files.

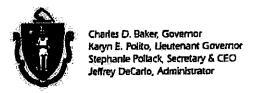
If you have any questions concerning this matter, please call me at (617) 412-3689

Sincerely,

Owen Silbaugh Project Manager

cc:

Airport Manager (via email)





Application for Assistance MassDOT Form AD1 (Last Modified: April 2017)

1. DATE SUBMITTED: Ma	/1,2017 —	AIRPORT: New	Bedford Regional Airport	
APPLICATION	CONSTRUCTION	CITY: New Bed	fford, MA	
PRE APPLICATION	El PLANNING	XEUEUC		IVATE
MASSACHUSETTS AIRPORT S	YSTEM PLAN (MASP) AIRP	ORT RANKING Commercial	Service/Scheduled Charte	
AIRPORT CONSULTANT: AIR	oort Solutions Group			1004
CONGRESSIONAL DISTRICH	Night 1921			
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This project is to provide adm Runway 14-32 NAVAIDS (RW administrative services for pro required to keep the project expenses associated with this	/ 14 PAPI; RW 32 PAPI; an eparing separate grant rec open until closeout. The F	h, and construction services (nid RW 32 REILS) at EWB airpoinguests to the FAA and MassDirAA Tech OPS Division is respons	rt, the Engineer's work is r OT and for certain other a	dministrative tasks
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Attach an 8.5 x 11° skek	h showing the location o	f the project		Temperature 1
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ENGINEERING				
CONSTRUCTION	V			
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OTHER-FAA	\$73,226.66	illiference of the second seco	\$0.97	\$15,221.03
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TOTAL PROJECT COST	\$73,226.66		\$0.97	\$73,227.63
TOTAL COST	712,220.00			
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FAA SHARE	\$65,904.00			\$65,904.00

\$0.97

\$0.97

\$3,662.30

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LOCAL SHARE

STATE SHARE

TOTAL PROJECT COST

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GRANT AGREEMENT

Comparison of the comparison o	PART L-OFFER
Date of Offer	September 6, 2017
Airport/Planning Area	New Bedford Regional Airport
AIP Grant Number	3-25-0034-057-2017
DUNS Number	075719187
TO: City of New Bedford.	Massachusetts

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 31, 2017, for a grant of Federal funds for a project at or associated with the New Bedford Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the New Bedford Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway - FAA ATO Engineering Services Reimbursable Agreement for FAA Airway Facilities Installation Services Associated with Runway 14/32 Reconstruction,

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$115,068.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

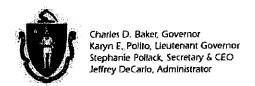
\$0 for planning

- \$115,068 airport development or noise program implementation; and, \$0 for land acquisition.
- 2. <u>Period of Performance</u>. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor</u>. Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs</u>. The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 21. 2017, or such subsequent date as may be prescribed in writing by the FAA.
- 9. <u>Improper Use of Federal Funds</u>. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by





September 29, 2017

Paul Barton, Chairman **New Bedford Airport Commission New Bedford Regional Airport** 1569 Airport Rd. New Bedford, MA 02746

MassDOT Aeronautics Division Grant Award Notification

New Bedford Regional Airport

Dear Mr. Barton,

The Massachusetts Department of Transportation (MassDOT), Aeronautics Division is pleased to inform you that a state grant has been awarded to your airport for the following project:

Airport:

New Bedford Regional Airport

Date of Award:

9/29/2017

Project Name:

FAA Reimburseable Agreement For Runway 14-32

NAVAIDs - Construction

Project Number:

3-25-0034-057-2017

Grant Number:

EWBFAARAC

Grant Amount:

\$6,392.66

Grant Expiration Date:

6/30/2019

Two standard contracts, two airport grant assurances, and one fully executed grant application are enclosed. Sign and return the following as soon as possible to MassDOT:

1. Two (2) signed standard contract forms; and

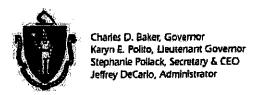
2. One (1) signed airport grant assurance. Keep the other grant assurance for your files.

If you have any questions concerning this matter, please call me at (617) 412-3689,

Sincerely,

Owen Silbaugh Project Manager

Airport Manager (via email)





Application for Assistance MassDOT Form AD1 (Last Modified: April 2017)

1. DATE SUBMITTED:	May 16, 2017	AIRPORT: New	Bedford Regional Airpo	
APPLICATION		CITY: New Bed	ford, MA	The second secon
PRE APPLICATION	☐ PLANNING			RIVATE
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> Logan Office Center, One Harborside Drive, Suite 205N East Boston, MA 02128

\$0.98

Tel: 617-412-3680, TTY: 857-368-0655

www.mass.gov/massdot

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