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*Victoria F. Sheehan
Commissioner*

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



*William Cass, P.E.
Assistant Commissioner*

Bureau of Aeronautics
August 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to award a grant to the Town of Haverhill (Vendor Code 177402), for SBG 18-05-2020, for Coronavirus Aid, and Economic Security (CARES) Act funding to offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency for the Dean Memorial Airport. Federal participation in the amount of \$20,000.00 is effective through May 25, 2024. 100% Federal Funds.

Funding is available as follows:	<u>FY 2021</u>
04-96-96-960010-2021 FAA CARES Act Funding 072-509073 Grants Federal	\$20,000.00

EXPLANATION

The following Federal Aviation Administration (FAA) State Block Grant has been awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-033-2020	\$427,000.00

A total of \$20,000.00 (100% Federal) is proposed from the FAA grant listed above for the Dean Memorial Airport for CARES Act funding to offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency at the Dean Memorial Airport.

In accordance with Title XII of Division B of the CARES Act (PL 116-136), the nation's airports will receive \$10 billion in grants. The funding is distributed to airports to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency. The funds are available only to sponsors as

defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current *National Plan of Integrated Airport System* (NPIAS).

The funds allocated to the airports and the State are determined by FAA and cannot be used for any other purpose other than operational, maintenance and project expenses for airports.

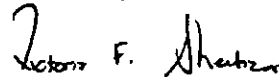
Funding received from the CARES Act will reimburse 100% of eligible operations and maintenance costs incurred by the airport no earlier than January 20, 2020.

There are no state or local funds required as part of this grant. The Department of Transportation accepts the Federal Funds as a pass through to the Town of Haverhill in accordance with RSA 422:15.

The original Department Requested Action letter to the Governor, dated April 22, 2020, and Governor Requested Action approval letter dated April 24, 2020 are attached for reference. The Governor approved this FAA CARES Act subgrant offer on August 17, 2020 (attached).

Source of Funds: 100% Federal Funds from the Federal Aviation Administration.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments
VS/tls



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

July 6, 2020
Bureau of Aeronautics

His Excellency, Governor Christopher T. Sununu
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the Town of Haverhill (Vendor Code 177402), for SBG 18-05-2020, for Coronavirus Aid, and Economic Security (CARES) Act funding to offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency for the Dean Memorial Airport. Federal participation in the amount of \$20,000.00 is effective upon Governor Approval through May 25, 2024. 100% Federal Funds.

Funding is available as follows:

FY 2021

04-96-96-960010-2021

FAA CARES Act Funding

072-509073 Grants Federal

\$20,000.00

EXPLANATION

The following Federal Aviation Administration (FAA) State Block Grant has been awarded to the State of New Hampshire:

FAA Grant Number

FAA Grant Amount

3-33-SBGP-033-2020

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A total of \$20,000.00 (100% Federal) is proposed from the FAA grant listed above for the Dean Memorial Airport for CARES Act funding to offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency at the Dean Memorial Airport.

In accordance with Title XII of Division B of the CARES Act (PL 116-136), the nation's airports will receive \$10 billion in grants. The funding is distributed to airports to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency. The funds are available only to sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting

statutory and policy requirements under this section and identified in the FAA's current *National Plan of Integrated Airport System* (NPIAS).

The funds allocated to the airports and the State are determined by FAA and cannot be used for any other purpose other than operational, maintenance and project expenses for airports.

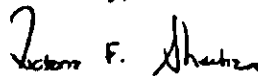
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The original Department Requested Action letter to the Governor, dated April 22, 2020, and Governor Requested Action approval letter dated April 24, 2020 are attached for reference.

Source of Funds: 100% Federal Funds from the Federal Aviation Administration.

Sincerely,



Victoria F. Sheehan
Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14 and 2020-15 and suspend the Manual of Procedures 150, V., A., 5., requirement.

Aug. 17, 2020

Date



Name: Governor Christopher T. Sununu

Attachments

VS/tlsl



U.S. Department
of Transportation
Federal Aviation
Administration



CARES ACT AIRPORT GRANT AGREEMENT—STATE BLOCK GRANT

PART I – OFFER

Award Offer Date June 1, 2020

Airport/Planning Area Dean Memorial Airport

State Block Grant Number SBG 18-05-2020

Unique Entity Identifier 07-397-2697

TO: Town of Haverhill, New Hampshire
(herein called the "Sponsor")

FROM: The 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 Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application dated April 24, 2020, for a Grant of Federal funds at or associated with the Dean Memorial Airport, which is included as part of this Grant Agreement;

WHEREAS, the State has made a Grant Offer and the Town of Haverhill, New Hampshire has accepted the terms of the State's Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Town of Haverhill, New Hampshire, the State has approved the Grant Application to provide CARES Act Airport Grant funds (herein called the "Grant") to the Town of Haverhill, New Hampshire for Dean Memorial Airport;

WHEREAS, this Grant is provided in accordance with the Act, as described further below, to provide Town of Haverhill, New Hampshire, who owns or operates Dean Memorial Airport, the funding awarded in this Grant to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency;

WHEREAS, CARES Act Airport Grant amount to Dean Memorial Airport is derived by legislative formula;

WHEREAS, the purpose of this Grant is to maintain safe and efficient airport operations at Dean Memorial Airport. Funds provided under this Grant Agreement must only be used for purposes directly related to Dean Memorial Airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards, and procedures of the United States Secretary of Transportation ("Secretary") and the State. Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the State any disengagement from funding eligible expenses under the Grant that exceed three months and request prior approval from the State. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The State 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 and the State will not be obligated to pay any part of this Grant's costs unless this Offer has been accepted by the Sponsor on or before **June 30, 2020**, or such subsequent date as may be prescribed in writing by the State.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal or State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" and "State Funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal Grant agreement(s). The Sponsor must return the recovered Federal and State shares, 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 Federal and State shares 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 Federal and State shares require advance approval by the State.
10. **United States Not Liable for Damage or Injury.** The United States and the State are not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement. Notwithstanding the foregoing, nothing herein contained 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 Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at: <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the Federal Aviation Administration (FAA), the State will make each payment request under this agreement electronically via the Delphi invoicing

15. **Buy American.** Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
16. **Audits for Public Sponsors.** The Sponsor must provide a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the State and the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at: <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system as maintained within SAM to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).
 - C. Immediately disclose to the State whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts.

- c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a Grant program;
 - e. A court or grand jury;
 - f. A management office of the Grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this Grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA or State prior to the date of this Grant Agreement.
 22. **Effective Date.** If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.
 23. **Assignment of Interest.** The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.
 24. **Entire Agreement.** This 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.
 25. **Insurances.** The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:
 - A. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - B. 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 10 days after written notice thereof has been received by the State.
 26. **Public Meeting.** By signing this form, 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.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's and State's acceptance of this Offer.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



(Signature)

William Cass

(Typed Name)

Asst. Commissioner

(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: 8/13/2020

By: 
Assistant Attorney General

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 22 day of June, 2020

Town of Haverhill
(Name of Sponsor)

Brigitte Codling
(Signature of Sponsor's Authorized Official)

By: BRIGITTE CODLING
(Typed Name of Sponsor's Authorized Official)

Title: Town Manager
(Title of Sponsor's Authorized Official)

CERTIFICATE OF STATE'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments at covered airports. The Sponsor further understands it may submit a separate request to enter into a grant for the covered airport to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Executed this _____ day of _____, 20____.

By: _____
(Signature of Sponsor's Attorney)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and Incorporated materials referred to in the foregoing Offer under Part I of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 19th day of June, 2020

Town of Haverhill
(Name of Sponsor)

Brianne Collins
(Signature of Sponsor's Authorized Official)

By: Brianne Collins
(Typed Name of Sponsor's Authorized Official)

Title: Town Manager
(Title of Sponsor's Authorized Official)

CERTIFICATE OF STATE'S ATTORNEY

I, Laura Spector-Morgan, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of NEW HAMPSHIRE. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments at covered airports. The Sponsor further understands it may submit a separate request to enter into a grant for the covered airport to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Executed this 29th day of June, 2020

By: Laura Morgan
(Signature of Sponsor's Attorney)

CERTIFICATION OF VOTE

I Matthew Bjelobrk, do hereby certify that I am the Selectboard Vice Chairman of The Town of Haverhill, a municipality in the state of New Hampshire, county of Grafton, in the United States of America.

I do further certify that Brigitte Codling, is Town Manager of the municipality 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 municipality any contracts with the State of New Hampshire. This authority was also given explicitly by the Board of Selectmen during an official meeting of the Selectboard of the Town of Haverhill on June 22, 2020 to ensure her ability to do so without issue.

I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the Town of Haverhill on this 24th day of June 2020.

X

Matthew Bjelobrk
Vice Chairman

SEAL



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Haverhill 2975 Dartmouth College Highway North Haverhill, NH 03774		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 Any auto	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk Includes Fire and Theft)	7/1/2020	7/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 7/1/2020 mpurcel@nhprimex.org
State of New Hampshire Department of Transportation 7 Hazen Dr PO Box 483 Concord, NH 03302			Please direct inquiries to: Primex³ Claims/Coverage Services 603-226-2841 phone 603-226-3833 fax

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE

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


Producer: ARTHUR J. GALLAGHER & CO, INC. 2850 GOLF ROAD ROLLING MEADOWS, IL 60008	Named Insured: TOWN OF HAVERHILL 2975 DARTMOUTH COLLEGE HIGHWAY NORTH HAVERHILL, NH 03774
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General Liability		
Insurer Name: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA		
Policy Number: AP 016604082-04		
Policy Effective Date: July 25, 2020		Policy Expiration Date: July 25, 2021
Limits of Insurance	\$ 1,000,000.	Each Occurrence Limit
	\$ 50,000.	Damage To Premises Rented To You Limit (any one premises)
	\$ 5,000.	Medical Expense Limit (any one person)
	\$ 1,000,000.	Personal & Advertising Injury Aggregate Limit
	\$ NOT APPLICABLE	General Aggregate Limit
	\$ 1,000,000.	Products/Completed Operations Aggregate Limit
		Hangarkeepers Limit
	\$ 100,000.	Each Aircraft Limit
	\$ 200,000	Each Loss Limit
\$ 1,500.	Hangarkeepers Deductible (each aircraft)	
General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location		

Description of Operations/Locations/Endorsements/Special Provisions
ADDITIONAL INSURED(S) SUBJECT TO FORM CGL191 ATTACHED TO THIS POLICY.

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

Cancellation
In the event of cancellation of any policy described above, the insurer will attempt to mail 30 days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

Certificate Holder: STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE, P.O. BOX 483 CONCORD, NH 03302-0483	Certificate No. 1
Authorized Representative: 	July 31, 2020 MJS Date of Issue

CGL309 (3/05)

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CARES ACT ASSURANCES

AIRPORT SPONSORS

1. General.

- A. These assurances are required to be submitted as part of the application by Sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "State" means a State currently participating in the FAA's State Block Grant Program. The term "subgrantee" means the sponsor, as owner or operator of a covered airport under this Agreement.
- B. Upon acceptance of this Grant Offer by the Sponsor, these assurances are incorporated into and become part of this Grant Agreement.

2. Sponsor Certification.

The Sponsor hereby assure and certify, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act - 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- m. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

A. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed Grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

B. Private Sponsor:

6. Exclusive Rights.

The sponsor shall not Grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- A. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- B. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- A. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- B. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- A. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- B. Applicability
 - 1. Programs and Activities. If the sponsor has received a Grant (or other Federal

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved under the applicable activity, Grant, or program; and
 - (b) or the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, Grant, or program.
- F. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-Grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- G. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____	
*3. Date Received: _____	
4. Applicant Identifier: SBG 18-xx-2020	
*5b. Federal Entity Identifier:	*5b. Federal Award Identifier: SBG 18-xx-2020
State Use Only:	
6. Date Received by State:	7. State Application Identifier: SBG 18-xx-2020
8. APPLICANT INFORMATION:	
*a. Legal Name: Town of Haverhill, New Hampshire	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000378	*c. Organizational DUNS: 07-397-2697
d. Address:	
*Street 1: <u>2975 Dartmouth College Road</u>	
Street 2: _____	
*City: <u>N. Haverhill</u>	
County: <u>Grafton</u>	
*State: <u>NH</u>	
Province: _____	
*Country: <u>USA: United States</u>	
*Zip / Postal Code: <u>03774</u>	
e. Organizational Unit:	
Department Name: Town of Haverhill	Division Name: Airport
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: <u>Mr.</u> *First Name: <u>Ralph</u>	
Middle Name: _____	
*Last Name: <u>Croswell</u>	
Suffix: _____	
Title: <u>Airport Manager</u>	
Organizational Affiliation:	
*Telephone Number: 603-787-6800 Fax Number: 603-787-2226	
*Email: <u>airportmanager@haverhill-nh.com</u>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 02	*b. Program/Project: 02
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: NA	*b. End Date: NA
18. Estimated Funding (\$):	
*a. Federal	\$20,000.00
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$20,000.00
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____. <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", provide explanation and attach _____	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Ms.	*First Name: Brigitte
Middle Name: _____	
*Last Name: Codling	
Suffix: _____	
*Title: Town Manager	
*Telephone Number: 603-787-6800	Fax Number: 603-787-2260
* Email: townmanager@haverhill-nh.com	
*Signature of Authorized Representative: <i>Brigitte Codling</i>	*Date Signed: April 24, 2020