



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Aeronautics
July 8, 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, and 2020-14 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 Pease Development Authority (Vendor Code 156846), for SBG 15-10-2020, 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 Skyhaven Airport. Federal participation in the amount of \$30,000.00 is effective through May 25, 2024. 100% Federal Funds.

Funding is available as follows:

FY 2021

04-96-96-964010-2021

FAA CARES Act Funding

072-509073 Grants Federal

\$30,000.00

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

\$427,000.00

A total of \$30,000.00 (100% Federal) is proposed from the FAA grant listed above for the Skyhaven 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 Skyhaven 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.

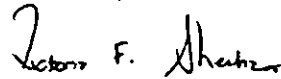
Funding received from the CARES Act will reimburse 100% of eligible operations and maintenance costs incurred by the airport no earlier than January 20, 2020.

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 Pease Development Authority 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 July 8, 2020 (attached).

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

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

Attachments
VS/tlsI



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

June 23, 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 Pease Development Authority (Vendor Code 156846), for SBG 15-10-2020, 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 Skyhaven Airport. Federal participation in the amount of \$30,000.00 is effective upon Governor Approval through May 25, 2024. 100% Federal Funds.

Funding is available as follows:

FY 2021

04-96-96-964010-2021
FAA CARES Act Funding
072-509073 Grants Federal

\$30,000.00

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 \$30,000.00 (100% Federal) is proposed from the FAA grant listed above for the Skyhaven 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 Skyhaven 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.

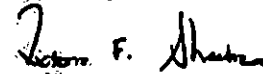
Funding received from the CARES Act will reimburse 100% of eligible operations and maintenance costs incurred by the airport no earlier than January 20, 2020.

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 Pease Development Authority 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.

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, and 2020-09, and suspend the Manual of Procedures 150, V., 5., requirement.

July 8, 2020

Date



Name: Governor Christopher F. Sununu

Attachments
VS/tls



U.S. Department
of Transportation
Federal Aviation
Administration



CARES ACT AIRPORT GRANT AGREEMENT—STATE BLOCK GRANT

PART I – OFFER

Award Offer Date	May 28, 2020
Airport/Planning Area	Skyhaven Airport
State Block Grant Number	SBG 15-10-2020
Unique Entity Identifier	62-009-4771
TO:	Pease Development Authority (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 29, 2020, for a Grant of Federal funds at or associated with the Skyhaven Airport, which is included as part of this Grant Agreement;

WHEREAS, the State has made a Grant Offer and the Pease Development Authority has accepted the terms of the State's Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Pease Development Authority, the State has approved the Grant Application to provide CARES Act Airport Grant funds (herein called the "Grant") to the Pease Development Authority for Skyhaven Airport;

WHEREAS, this Grant is provided in accordance with the Act, as described further below, to provide Pease Development Authority, who owns or operates Skyhaven 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 Skyhaven Airport is derived by legislative formula;

WHEREAS, the purpose of this Grant is to maintain safe and efficient airport operations at Skyhaven Airport. Funds provided under this Grant Agreement must only be used for purposes directly related to Skyhaven 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 used to reimburse operational and maintenance expenses directly related to Skyhaven Airport, incurred no earlier than

January 20, 2020, and may be used to cover airport operational and maintenance expenses. Additionally, CARES Act Airport Grants funds may be used to reimburse Pease Development Authority for payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue;" and

WHEREAS, new airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of the funds for the airport development project;

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States, the State, Skyhaven Airport, and the public from the funding provided by the Grant and in compliance with the conditions as herein provided;

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES AND STATE, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum total obligation of the United States and State payable under this Offer is \$30,000.00.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor accepts this offer. Unless explicitly stated otherwise in an amendment from the State, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up this Grant's funding. For this Grant, the period of performance end date is May 25, 2024.

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 State authorizes a written extension, the Sponsor must submit all Grant 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 shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the State has determined to be unallowable under the CARES Act.
4. **Indirect Costs – Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate as approved by the State and as identified in the grant application for allowable costs for Sponsor's direct salaries and wages that are necessary for carrying out the Grant.
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 System for Department of Transportation (DOT) Financial Assistance Awardees on behalf of and using the supporting documentation supplied to the State by the Sponsor.

13. Reporting Subgrants and Executive Compensation.

A. State Reporting Requirements of Grants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State will report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subgrantee) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
2. The State will report each subgrant at: <http://www.fsrs.gov>.
3. The State will report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
4. The State will report the information about each obligating action specified in the submission instructions posted at: <http://www.fsrs.gov>.

B. Sponsor Reporting Total Compensation of Sponsor Executives.

1. The Sponsor must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this Grant is \$25,000 or more;
 - b. in the preceding fiscal year, the Sponsor received—
 - (i) 80 percent or more of the annual gross revenues from Federal Grants, procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal Grants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: <http://www.sec.gov/answers/execomp.htm>.
2. The Sponsor must report its executive total compensation:
 - a. As part of the Sponsor's registration profile at: <http://www.sam.gov>.
 - b. By the end of the month, following the month in which this award is made, and annually thereafter.

C. Exemptions.

If, in the previous tax year, the Sponsor had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

1. Grants; and
2. The total compensation of the five most highly compensated executives of the Sponsor.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal and State financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

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.

19. Trafficking In Persons.

- A. You as the recipient, your employees, subgrantees under this award, and subgrantees' employees may not —

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subgrantee that is a private entity –
1. Is determined to have violated a prohibition in paragraph 19 A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 19 A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
 4. Our right to terminate unilaterally that is described in paragraph 19 A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –
1. In accordance with 41 U.S.C. § 4712, an employee of a Grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal Grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal Grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - 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. **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.

SPECIAL CONDITIONS

- 1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees to:
 - A. House and maintain the equipment in a state of operational readiness on and for the covered airports;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
- 2. **Equipment or Vehicle Replacement.** The Sponsor agrees to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- 3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees to:

- A. House and maintain the vehicle in a state of operational readiness for the covered airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the State.
4. **Equipment Acquisition.** The Sponsor agrees to maintain Sponsor owned-and-operated equipment and use for purposes directly related to the covered airport for which this Grant is made.
5. **Utilities Proration.** For purposes of computing the United States' and State's share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain the covered airport included in the Grant or subgrant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation In Grant.** The Sponsor understands and agrees that:
- A. The United States and State will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the State that the Sponsor is legally responsible for payment of such costs;
 - B. FAA and State participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the covered airport for which the Grant is made.

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)

Patrick C. Herlihy

Director

Aeronautics, Rail and 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: 7/1/20

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 4TH day of JUNE, 2020

WILLIAM D. BROWN
GOVERNOR
OFFICE OF THE GOVERNOR

Base Development Authority
(Name of Sponsor)

[Signature]
(Signature of Sponsor's Authorized Official)

By: DAVID MULLIN
(Typed Name of Sponsor's Authorized Official)

Title: Executive Director
(Title of Sponsor's Authorized Official)

CERTIFICATE OF STATE'S ATTORNEY

I, LYNN MARIE HINDICE, 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 4TH day of JUNE, 2020.

By: [Signature]
(Signature of Sponsor's Attorney)
NH BAR # 1219

CERTIFIED MOTION

I, David R. Mullen, Executive Director of the Pease Development Authority, do hereby certify that the following is the motion the Pease Development Authority Board of Directors resolved to adopt at its April 23, 2020 Board meeting:

The Pease Development Authority ("PDA") Board of Directors hereby approves of and authorizes the Executive Director and/or the PDA Deputy Director/PSM Airport Director to apply for and accept Coronavirus Aid Relief Economic Security (CARES) Act Grant(s) for which Portsmouth International and Skyhaven Airports are or may become eligible. This approval includes the authority to execute any and all documents necessary or appropriate to accept the CARES Grant(s) on an expedited basis and to use said grants for any purpose for which airport revenues may be lawfully used, in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues (64 Federal Register 769, as amended by 78 Federal Register 55330).

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

In witness hereof, I hereto set my hand at Portsmouth, New Hampshire, this 4th day of June, 2020.



David R. Mullen, Executive Director
Pease Development Authority

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.

- p. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or Grants from the United States.

- 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:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- A. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- B. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- C. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- A. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- B. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

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

assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. **Facilities.** Where it receives a Grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a Grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

C. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. so long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. so long as the sponsor retains ownership or possession of the property.

D. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Pease Development Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

E. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

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) for 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.

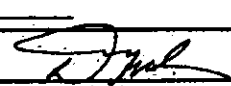

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and 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 *Other (Specify) _____ <input type="checkbox"/> Revision	
*3. Date Received: 4. Applicant Identifier: SBG 15-xx-2020	
*5a. Federal Entity Identifier: *5b. Federal Award Identifier: SBG 15-xx-2020	
State Use Only:	
6. Date Received by State: 7. State Application Identifier: SBG 15-xx-2020	
6. APPLICANT INFORMATION:	
*a. Legal Name: Pease Development Authority	
*b. Employer/Taxpayer Identification Number (EIN/TIN): *c. Organizational DUNS: 02-0440385 62-009-4771	
d. Address:	
*Street 1: 55 International Drive Street 2: _____ *City: Portsmouth County: Rockingham *State: NH Province: _____ *Country: USA: United States *Zip / Postal Code: 03801	
e. Organizational Unit:	
Department Name: Skyhaven Airport Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Ms. *First Name: Marla Middle Name: _____ *Last Name: Stowell Suffix: _____ Title: Engineering Manager Organizational Affiliation: Pease Development Authority *Telephone Number: 603-766-9296 Fax Number: 603-334-6135 *Email: m.stowell@peasedev.org	

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: A. State Government Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: *Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: <u>20.106</u> CFDA Title: <u>Airport Improvement Program</u>
*12. Funding Opportunity Number: <u>NA</u> *Title: <u>NA</u>
13. Competition Identification Number: <u>NA</u> Title: <u>NA</u>
14. Areas Affected by Project (Cities, Counties, States, etc.): Strafford County
*15. Descriptive Title of Applicant's Project: Any purpose for which airport funds may be lawfully used, as found in the Office of Airports Revenue Use Policy, except airport development or land acquisition.
Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 01	*b. Program/Project: 01
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	\$30,000.00
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$30,000.00
*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: Mr.	*First Name: David
Middle Name: R.	
*Last Name: Mullen	
Suffix:	
*Title: Executive Director 	
*Telephone Number: 803-433-6088	Fax Number: 603-334-6135
* Email: d.mullen@peasedev.org	
*Signature of Authorized Representative: 	*Date Signed: 4/09/20



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
New England Region
Connecticut, Massachusetts, Maine, New
Hampshire, Rhode Island, & Vermont

3-33-SBGP-033-2020
FAA ANE-610
FAA - Airports Division
1200 District Avenue
Burlington, MA 01803

CARES Act Grant Transmittal Letter

May 22, 2020

Mr. Patrick C. Herlihy
Director, Division of Aeronautics, Rail and Transit
N.H. Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord, NH 03301
Attn: Ms. Carol Niewola

Dear Mr. Herlihy:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-33-SBGP-033-2020. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than July 17, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Julie Seltsam-Wilps by email that the grant is administratively and financially closed. Julie Seltsam-Wilps is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Julie Seltsam-Wilps

Julie Seltsam-Wilps (May 22, 2020 06:28 EDT)

Julie Seltsam-Wilps

Deputy Director, Airports Division

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT—STATE BLOCK GRANT

PART I – OFFER

Federal Award Offer Date	May 22, 2020
Block Grant Number	N/A
CARES Grant Number	3-33-SBGP-033-2020
Unique Entity Identifier	808591697
TO:	State of New Hampshire (herein after, "State")

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

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of Airport Improvement Program (AIP) Grant funds for airport planning, development, and noise program implementation projects conforming to 49 U.S.C Chapters 471 and 475, as permitted under 49 U.S.C. § 47128 at airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer AIP Grant funds for sponsors (or "subgrantees") of covered airports;

WHEREAS, the State has submitted, to the FAA, a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application dated May 4, 2020, for a Grant of Federal funds at or associated with the covered airports in New Hampshire, which is included as part of this Grant Agreement;

WHEREAS, the FAA has made a Grant Offer and the State has accepted the terms of FAA's Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the Grant Application to provide CARES Act Airport Grant funds (herein called the "Grant") to the State for the covered airports;

WHEREAS, this Grant is provided in accordance with the Act, as described further below, to provide eligible States and subgrantees, who own or operate the covered airports, 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 amounts to specific covered airports are derived by legislative formula;

WHEREAS, the purpose of this Grant is to maintain safe and efficient airport operations at the covered airports. Funds provided under this Grant Agreement must only be used for purposes directly related to the covered airports. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse operational and maintenance expenses directly related to the covered airports through subgrants awarded to the subgrantees listed below under Condition 1, incurred no earlier than January 20, 2020, and may be used to cover airport operational and maintenance expenses. Additionally, CARES Act Airport Grants funds may be used to reimburse a subgrantee for payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant and any subsequent subgrants issued by the State will be governed by the same principles that govern "airport revenue;" and

WHEREAS, new airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of the funds for the airport development project;

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the State's acceptance of this Offer; (b) the State's participation in the SBGP; and (c) the benefits to accrue to the United States, the State, the covered airports and the public from the funding provided by the Grant and in compliance with the conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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 \$427,000.

The following amounts represent the calculation of the maximum total obligation above available under the provisions of the Act, provided to each covered airport according to CARES Act formulas:

1P1, Plymouth Municipal Airport, Plymouth, NH \$20,000
 2B3, Parlin Field, Newport, NH \$30,000
 5B9, Dean Memorial Airport, North Haverhill, NH, \$20,000
 ASH, Boire Field, Nashua, NH, \$69,000
 BML, Berlin Regional Airport, Milan, NH, \$30,000
 CNH, Claremont Municipal Airport, Claremont, NH, \$30,000
 CON, Concord Municipal Airport, Concord, NH, \$30,000
 DAW, Skyhaven Airport, Rochester, NH, \$30,000
 EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$69,000

HIE, Mt. Washington Regional Airport, Whitefield, NH, \$30,000

LCI, Laconia Municipal Airport, Gilford, NH, \$69,000

2. **Period of Performance.** The period of performance shall commence on the date the State accepts this offer. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The State 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 State must submit all Grant 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 State must include a period of performance requirement, including start and end dates, in all subgrants made under this Grant Agreement. The State must establish a period of performance dates in each subgrant in a manner that allows the State to meet the closeout deadline for this Grant Agreement, taking into account the time necessary to closeout out all subgrants covered by this Grant Agreement.

The period of performance end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Assurance for Subgrantees.** The State must insert all conditions and assurances contained within in this Grant Agreement into all subgrants issued under this Grant Agreement.
4. **Unallowable Costs.** The State and subgrantee shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
5. **Indirect Costs – Subgrantee.** The State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant for allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the Grant.
6. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
7. **Completing the Grant without Delay and in Conformance with Requirements.** The State 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 Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the State agrees to report to the FAA any disengagement from funding eligible expenses under the Grant and subgrants that exceed three months and request prior approval from FAA. The report must include a reason for the stoppage. The State 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. These assurances, conditions, and any addendums apply to subgrants issued under this Grant as provided for in paragraph 3.
8. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the State.
9. **Offer Expiration Date.** This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the State **on or before July 17, 2020**, or such subsequent date as may be prescribed in writing by the FAA.

10. Improper Use of Federal Funds. The State and subgrantees 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, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law, including subgrants. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or subgrantee, that were originally paid pursuant to this or any other Federal Grant agreement(s). The State or subgrantee must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State or subgrantee must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State or subgrantee, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

11. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement or subgrants, including, but not limited to, any action taken by a State or subgrantee related to or arising from, directly or indirectly, this Grant Agreement.

12. System for Award Management (SAM) Registration And Universal Identifier. Unless the State or subgrantee is exempted from this requirement under 2 CFR § 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the State 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>).

13. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

14. Reporting Subgrants and Executive Compensation.

A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subgrantee) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
2. The State must report each subgrant at: <http://www.fsrs.gov>.
3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
4. The State must report the information about each obligating action specified in the submission instructions posted at: <http://www.fsrs.gov>.

B. State Reporting Total Compensation of State Executives.

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this Grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal Grants, procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal Grants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: <http://www.sec.gov/answers/execomp.htm>.
 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at: <http://www.sam.gov>.
 - b. By the end of the month, following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subgrantee Executive Total Compensation.
1. Unless the Subgrantee is exempt, the State must report the names and total compensation of each of its subgrantee's five most highly compensated executives for each subgrantee in the preceding completed fiscal year, if—
 - a. In the subgrantee's preceding fiscal year, the subgrantee received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: <http://www.sec.gov/answers/execomp.htm>.
 2. The subgrantee must report subgrantee executive total compensation:
 - a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of

October of a given year (i.e., between October 1 and 31), the subgrantee must report any required compensation information of the subgrantee by November 30 of that year.

D. Exemptions.

If, in the previous tax year, the State or subgrantee had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

1. Subgrants; and
2. The total compensation of the five most highly compensated executives of any subgrantee.

15. **Financial Reporting and Payment Requirements.** The State will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the State or subgrantee 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 including subgrants. The State or subgrantee will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement, including subgrants.
17. **Audits for States.** All States and subgrantees must provide a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The State must require this condition in all subgrants. The State and subgrantees must submit the audit reporting package to 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 State or subgrantees shall provide one copy of the completed audit to the FAA.
18. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the State and subgrantees 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 FAA whenever the State or subgrantee (1) learns the State or subgrantee has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
19. **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 State and subgrantees are 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 State must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts.

20. Trafficking in Persons.

- A. You as the recipient, your employees, subgrantees under this award, and subgrantees' employees may not —
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subgrantee that is a private entity —
 1. Is determined to have violated a prohibition in paragraph 19 A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 19 A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph 19 A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

21. Employee Protection from Reprisal.

- A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal Grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal Grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - 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).

22. 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 State and its subgrantees and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The State or Subgrantees agree to:
 - A. House and maintain the equipment in a state of operational readiness on and for the covered airports;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

2. **Equipment or Vehicle Replacement.** The State or Subgrantees agree to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The State or Subgrantees agree to:
 - A. House and maintain the vehicle in a state of operational readiness for the covered airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The State or Subgrantees agree to maintain State- or subgrantee owned-and-operated equipment and use for purposes directly related to the covered airport for which this Grant or a subgrant under it is made.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the State or subgrantee to operate and maintain covered airport(s) included in the Grant or subgrant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The State and subgrantee understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the State or subgrantee has submitted evidence satisfactory to the FAA that the State or subgrantee is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the State or subgrantee has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the covered Airport for which the subgrant is made.

The State'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 State, 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 United States and the State with respect to the accomplishment of the Grant and subgrants and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the State's acceptance of this Offer and shall be binding on all subgrants issued by the State.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Julie Seltsam-Wilps

Julie Seltsam-Wilps (May 22, 2020 06:28 EDT)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, ANE ARP

(Title of FAA Official)

PART II - ACCEPTANCE

The State 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 II 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 and agrees all such terms, conditions, and assurances shall be binding in all subgrants made under this Agreement.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated May 26, 2020

State of New Hampshire

(Name of State)

Patrick C. Herlihy
Patrick C. Herlihy (May 26, 2020 07:31 EDT)

(Signature of State's Authorized Official)

By: **Patrick C. Herlihy**

(Typed Name of State's Authorized Official)

Title: **Director of Aeronautics, Rail and Tr**

(Title of State's Authorized Official)

CERTIFICATE OF STATE'S ATTORNEY

I, Allison B Greenstein

acting as Attorney for the State do hereby certify:

That in my opinion the State 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 State and State'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 State understands funding made available under this Grant Agreement may only be used to issue subgrants to reimburse for airport operational and maintenance expenses, and debt service payments at covered airports. The State further understands it may submit a separate request to enter into subgrants with the covered airports identified in this agreement 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 State in accordance with the terms thereof and the State has the authority to impose these same terms, conditions, and assurances on subgrantees through subsequently executed legally binding agreements.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated

May 26, 2020

By:

Allison B Greenstein

Allison B Greenstein (May 26, 2020 10:19 EDT)

(Signature of State's Attorney)

ASSURANCES

State Block Grant

These assurances are required to be submitted as Part III of the three-part application forms by States requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or “the Act”), Public Law Number, 116-136 and administered under the authority of participants in the State Block Grant Program. Participating States and subgrantees shall comply with these assurances in the performance of any Grant Agreement and all subgrants executed as a result of this Application.

1. Incorporated in Grant Agreement.

Upon acceptance by the State of the Grant Offer, these assurances are incorporated in and become part of the Grant agreement and all subgrants executed under this Grant.

2. Federal Requirements.

The State and subgrantees agree to comply with Federal procedural and other standard requirements for administering the Block Grant.

3. Program Reporting.

The State and subgrantees agree to provide the FAA with any such information related to the Grant as the DOT Secretary may require.

4. Obligated to Aviation Block Grant Program State Assurances and CARES Act Assurances.

- A. For all Grants where the State or subgrantee is the owner of the airport(s), the State or subgrantee shall be obligated to comply with Assurances entitled “CARES Act Assurances – Airport Sponsors.” These standard assurances are attached to and become part of these Aviation Block Grant Program State Assurances.
- B. For all Grants benefiting an airport owner other than the State, the State shall enter into an agreement with the airport owner. The agreement shall obligate the airport owner, or the State, to comply with each of the attached assurances that would have been applicable to the airport owner had it applied directly to the FAA for a CARES Act grant. The agreement shall address the transfer and delegation to the airport owner of State obligations to the FAA, if desired. The agreement and changes thereto must be satisfactory to the Administrator of the FAA.

5. Compliance Responsibilities.

The State shall take steps to enforce its agreement with each airport owner benefiting from the Aviation Block Grant Program if noncompliance with the terms of the agreement is evident or known. This compliance responsibility shall be assumed by the FAA at the termination of the Block Grant Program, or as otherwise agreed to by the State and the FAA.

CARES ACT ASSURANCES

AIRPORT SPONSORS

1. General.

- A. These assurances are required to be submitted as part of the application by States and subgrantees, 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 State and subgrantees, these assurances are incorporated into and become part of this Grant Agreement and all subgrants executed under this Agreement.

2. Sponsor Certification.

The State and subgrantees hereby assure and certify, with respect to this Grant and all subgrants executed under this Agreement 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 and all subgrants executed under this Agreement, 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.
- p. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.

- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or Grants from the United States.
- 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, including subgrants executed under this Agreement, by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement and hereby incorporated into all subgrants.

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:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- A. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- B. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- C. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- A. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- B. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

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

assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. **Facilities.** Where it receives a Grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a Grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

C. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. so long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. so long as the sponsor retains ownership or possession of the property.

D. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The State of New Hampshire, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

E. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

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.



STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

CHRISTOPHER T. SUNUNU
Governor

April 24, 2020

Victoria Sheehan
Commissioner
7 Hazen Drive
Concord, N.H. 03302

Dear Commissioner Sheehan,

Pursuant to my authority under RSA 21-P:43, RSA 4:45, RSA 4:47, and Executive Order 2020-04, as extended by Executive Order 2020-05, I have approved your written request, in attachment, to take the following actions related to CARES Act emergency relief funds:

1. Accept and expend a grant **retroactive** to January 20, 2020, in the amount of \$15,236,432, awarded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and administered via the Federal Aviation Administration, to cover operating expenses at the State's general aviation airports and the Department's administrative costs, effective through June 30, 2021. 100% Federal Funds.

The Department of Administrative Services is authorized to take the actions necessary to effectuate this authorization.

Sincerely,

Christopher T. Sununu
Governor

CC Charles Arlinghaus, Commissioner, Department of Administrative Services



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

April 22, 2020
Bureau of Aeronautics

REQUESTED ACTION UNDER RSA 21-P:43, RSA 4:45, RSA 4:47, & EXECUTIVE ORDER 2020-04

Dear Governor Sununu:

I request authorization for the Department of Transportation to accept and expend a grant retroactive to January 20, 2020, in the amount of \$15,236,432, awarded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and administered via the Federal Aviation Administration, to cover operating expenses at the State's general aviation airports and the Department's administrative costs, from the date of your approval through June 30, 2021. 100% Federal Funds.

Funds are to be budgeted in account 04-096-096-964010-2021, Department of Transportation, Federal Local Projects as follows:

04-096-096-964010-2021	Current Budget FY2020	Requested Change	Revised Budget FY2020
Federal Local Projects			
Expenses:			
018 500106 Overtime.	\$0	\$10,000	\$10,000
060 500601 Benefits	0	1,958	1,958
072 509073 Grants Federal	2,000,000	15,224,474	17,224,474
Total	\$2,000,000	\$15,236,432	\$17,236,432
Source of Funds			
Revenue:			
000 404218 Federal Funds	\$2,000,000	\$15,236,432	\$17,236,432
Total	\$2,000,000	\$15,236,432	\$17,236,432

EXPLANATION

The Department of Transportation is the sponsor of New Hampshire airports for the Federal Aviation Administration Grants. The Coronavirus Aid, Relief, and Economic Security (CARES) Act is providing \$100 million nationwide to General Aviation Airports as grants to cover operating expenditures. New Hampshire's share is \$15,236,432. The award is retroactive to January 20, 2020 with an end date of January 31, 2020.

The CARES Act provided grant funds for commercial service and general aviation airports operating expenses that arise due to the COVID-19 public health emergency. CARES Act funds allow for the reimbursement of eligible expenses that were incurred on or after January 20, 2020 up to a 100% federal share.

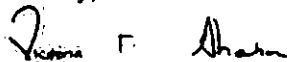
As such, the Department will administer CARES Act funding to support airports within New Hampshire, in accordance with Federal Aviation Administration guidance. Amounts from the FAA for specific airports were identified as follows:

NH	Berlin	Berlin Regional	BML	\$30,000
NH	Claremont	Claremont Municipal	CNH	\$30,000
NH	Concord	Concord Municipal	CON	\$30,000
NH	Haverhill	Dean Memorial	589	\$20,000
NH	Keene	Dillant-Hopkins	EEN	\$69,000
NH	Laconia	Laconia Municipal	LCI	\$69,000
NH	Lebanon	Lebanon Municipal	LEB	\$1,060,370
NH	Manchester	Manchester	MHT	\$12,129,630
NH	Nashua	Botie Field	ASH	\$69,000
NH	Newport	Portin Field	283	\$30,000
NH	Plymouth	Plymouth Municipal	1P1	\$20,000
NH	Portsmouth	Portsmouth International at Pease	PSM	\$1,607,474
NH	Rochester	Skyhaven	DAW	\$30,000
NH	Whitefield	Mount Washington Regional	HIE	\$30,000

In the event federal funds become no longer available, general funds will not be requested to support this program.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner