

H  
lam

Victoria F. Sheehan  
Commissioner

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



William Cass, P.E.  
Assistant Commissioner

Bureau of Aeronautics  
August 18, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to award a grant to the Dillant-Hopkins Airport (Vendor Code 177417), for SBG 08-21-2020, 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 Dillant-Hopkins Airport. Federal participation in the amount of \$69,000.00 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	\$69,000.00

**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 \$69,000.00 (100% Federal) is proposed from the FAA grant listed above for the Dillant-Hopkins 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 Dillant-Hopkins 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.

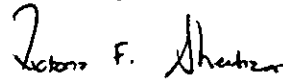
Funding received from the CARES Act will reimburse 100% of eligible operations and maintenance costs incurred by the airport no earlier than January 20, 2020.

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 City of Keene in accordance with RSA 422:15.

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

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

Sincerely,

  
Victoria F. Sheehan  
Commissioner

Attachments  
VS/tls



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

July 2, 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 Dillant-Hopkins Airport (Vendor Code 177417), for SBG 08-21-2020, 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 Dillant-Hopkins Airport. Federal participation in the amount of \$69,000.00 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

\$69,000.00

**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 \$69,000.00 (100% Federal) is proposed from the FAA grant listed above for the Dillant-Hopkins 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 Dillant-Hopkins 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.

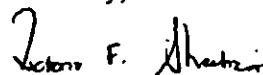
Funding received from the CARES Act will reimburse 100% of eligible operations and maintenance costs incurred by the airport no earlier than January 20, 2020.

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 City of Keene 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, 2020-09, 2020-10, 2020-14 and 2020-15 and suspend the Manual of Procedures 150, V., A., 5., requirement.

Aug 17, 2020  
Date

  
Name: Governor Christopher T. Sununu

Attachments  
VS/tls



U.S. Department  
of Transportation  
Federal Aviation  
Administration



## CARES ACT AIRPORT GRANT AGREEMENT—STATE BLOCK GRANT

### PART I – OFFER

Award Offer Date	May 29, 2020
Airport/Planning Area	Dillant-Hopkins Airport
State Block Grant Number	SBG 08-21-2020
Unique Entity Identifier	08-340-6355
TO:	City of Keene, New Hampshire (herein called the "Sponsor")

FROM: The State of New Hampshire (acting through the New Hampshire Department of Transportation, herein called the "State")

**WHEREAS**, the Sponsor has submitted to the State a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application dated April 27, 2020; for a Grant of Federal funds at or associated with the Dillant-Hopkins Airport, which is included as part of this Grant Agreement;

**WHEREAS**, the State has made a Grant Offer and the City of Keene, New Hampshire has accepted the terms of the State's Grant Offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the City of Keene, New Hampshire, the State has approved the Grant Application to provide CARES Act Airport Grant funds (herein called the "Grant") to the City of Keene, New Hampshire for Dillant-Hopkins Airport;

**WHEREAS**, this Grant is provided in accordance with the Act, as described further below, to provide City of Keene, New Hampshire, who owns or operates Dillant-Hopkins 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 Dillant-Hopkins Airport is derived by legislative formula;

**WHEREAS**, the purpose of this Grant is to maintain safe and efficient airport operations at Dillant-Hopkins Airport. Funds provided under this Grant Agreement must only be used for purposes directly related to Dillant-Hopkins 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 Dillant-Hopkins Airports,



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

July 2, 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 Dillant-Hopkins Airport (Vendor Code 177417), for SBG 08-21-2020, 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 Dillant-Hopkins Airport. Federal participation in the amount of \$69,000.00 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

\$69,000.00

**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 \$69,000.00 (100% Federal) is proposed from the FAA grant listed above for the Dillant-Hopkins 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 Dillant-Hopkins 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.

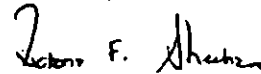
Funding received from the CARES Act will reimburse 100% of eligible operations and maintenance costs incurred by the airport no earlier than January 20, 2020.

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 City of Keene 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, 2020-09, 2020-10, 2020-14 and 2020-15 and suspend the Manual of Procedures 150, V., A., 5., requirement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Governor Christopher T. Sununu

Attachments  
VS/tls



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

July 2, 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 Dillant-Hopkins Airport (Vendor Code 177417), for SBG 08-21-2020, 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 Dillant-Hopkins Airport. Federal participation in the amount of \$69,000.00 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

\$69,000.00

**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 \$69,000.00 (100% Federal) is proposed from the FAA grant listed above for the Dillant-Hopkins 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 Dillant-Hopkins 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.

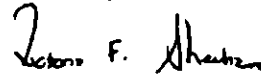
Funding received from the CARES Act will reimburse 100% of eligible operations and maintenance costs incurred by the airport no earlier than January 20, 2020.

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 City of Keene 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, 2020-09, 2020-10, 2020-14 and 2020-15 and suspend the Manual of Procedures 150, V., A., 5., requirement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Governor Christopher T. Sununu

Attachments  
VS/tls

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 City of Keene, New Hampshire 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, Dillant-Hopkins 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 \$69,000.00.
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/excomp.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. **Insurances.** The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:
    - A. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
    - B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.
  26. **Public Meeting.** By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.

### 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

(Name)

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: 7/23/2020

By:   
Assistant Attorney General

**PART II - ACCEPTANCE**

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

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

Executed this 29th day of June, 2020.

City of Keene

*(Name of Sponsor)*

  
*(Signature of Sponsor's Authorized Official)*

By: Elizabeth Dragon

*(Typed Name of Sponsor's Authorized Official)*

Title: City Manager

*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF STATE'S ATTORNEY**

I, Thomas P. Mullins, acting as Attorney for the Sponsor do hereby certify:

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

Executed this 29th day of June, 2020.

By: 

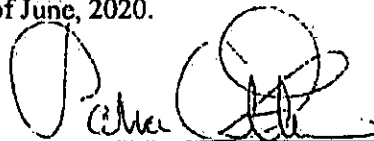
*(Signature of Sponsor's Attorney)*

### CERTIFICATE OF VOTE

I, Patricia A. Little, do hereby certify that I am the City Clerk of the City of Keene, a New Hampshire municipal corporation, Cheshire County, of 3 Washington Street, Keene, New Hampshire 03431.

I do hereby certify that Elizabeth Dragon is the City Manager of the municipality and is duly authorized by the by-laws and the laws of the State of New Hampshire to execute and deliver for and on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council of Keene on June 18, 2020, relative to a Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant. I further certify that such authority has not been repealed, rescinded or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the City of Keene on this the 29 date of June, 2020.

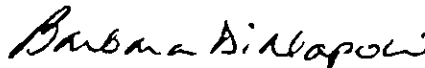


Patricia A. Little  
City Clerk

### NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the State of New Hampshire, Cheshire County, upon this date June 29, 2020, appeared before me, the undersigned officer, personally appeared Patricia A. Little, who acknowledged herself to be the City Clerk of the City of Keene, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing herself in the name of the City of Keene, New Hampshire.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public or Justice of the Peace

BARBARA DINAPOLI, Notary Public  
My Commission Expires October 21, 2020



KEENE00-01

BAPINKSTEN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2580 Foxfield Road Suite 203 Saint Charles, IL 60174	<b>CONTACT NAME:</b>	<b>FAX (AC, No):</b> (630) 584-2099
	<b>PHONE (AC, No, Ext):</b> (630) 584-7552	
<b>INSURED</b>  City of Keene 80 Airport Rd Keene, NH 03431	<b>INSURER(S) AFFORDING COVERAGE:</b>	<b>NAIC #</b>
	<b>INSURER A:</b> ACE Property & Casualty Insurance Co	20699
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR	TYPE OF INSURANCE	ADOL	SUBH	POLICY EFF	POLICY EXP
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Airport Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		AAP N00978474 012	7/1/2019
	<b>LIMITS</b>				
	EACH OCCURRENCE				10,000,000
	DAMAGE TO RENTED PREMISES (C&S occurrence)				
	MED EXP (Any one person)				1,000
	PERSONAL & ADV INJURY				
	GENERAL AGGREGATE				10,000,000
	PRODUCTS - COMP/OP AGG				
	COMBINED SINGLE LIMIT (C&S occurrence)				
	BI&D INJURY (1st person)				
	BODILY INJURY (1st person)				
	PROPERTY DAMAGE (1st person)				
	UMBRELLA LIAB				
	EXCESS LIAB				
	DED				
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS/VEHICLES	Y/N	N/A		
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The State of New Hampshire is included as an Additional Insured with 10 Days Notice of Cancellation.				

<b>CERTIFICATE HOLDER</b>  The State of New Hampshire 7 Hazen Drive P.O. Box 483 Concord, NH 03302-0483	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Paul J. Gallagher</i>
--	--

# 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 City of Keene, 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.

Application for Federal Assistance SF-424		
<b>*1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<b>*2. Type of Application</b> <b>* If Revision, select appropriate letter(s):</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <b>*Other (Specify)</b> _____ <input type="checkbox"/> Revision
<b>*3. Date Received:</b>		<b>4. Applicant Identifier:</b> SBG 08-xx-2020
<b>*5a. Federal Entity Identifier:</b>		<b>*5b. Federal Award Identifier:</b> SBG 08-xx-2020
<b>State Use Only:</b>		
<b>6. Date Received by State:</b>		<b>7. State Application Identifier:</b> SBG 08-xx-2020
<b>8. APPLICANT INFORMATION:</b>		
<b>*a. Legal Name:</b> City of Keene, New Hampshire		
<b>*b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 02-6000441		<b>*c. Organizational DUNS:</b> 08-340-6355
<b>d. Address:</b>		
<b>*Street 1:</b> 90 Airport Drive _____ <b>Street 2:</b> _____ <b>*City:</b> Keene _____ <b>County:</b> Cheshire _____ <b>*State:</b> NH _____ <b>Province:</b> _____ <b>*Country:</b> USA: United States _____ <b>*Zip / Postal Code</b> 03431 _____		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> Dillant-Hopkins Airport		<b>Division Name:</b>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mr. _____ <b>*First Name:</b> David _____ <b>Middle Name:</b> W. _____ <b>*Last Name:</b> Hickling _____ <b>Suffix:</b> _____ <b>Title:</b> Airport Manager <b>Organizational Affiliation:</b>		
<b>*Telephone Number:</b> 603-357-9835		<b>Fax Number:</b> 603-357-9853
<b>*Email:</b> dhickling@ci.keene.nh.us		

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C. City or Township 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:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

NA

\*Title:

NA

**13. Competition Identification Number:**

NA

Title:

NA

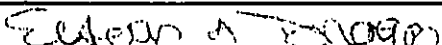
**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Cheshire 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.

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: 02	*b. Program/Project: 02
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: NA	*b. End Date: NA
<b>18. Estimated Funding (\$):</b>	
*a. Federal	\$69,000.00
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$69,000.00
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<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	
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)</b>	
<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.	
<b>Authorized Representative:</b>	
Prefix: Ms.	*First Name: Elizabeth
Middle Name: A.	
*Last Name: Dragon	
Suffix:	
*Title: City Manager	
*Telephone Number: 603-357-9804	Fax Number: 603-357-9884
* Email: edragon@cl.keene.nh.us	
*Signature of Authorized Representative: 	*Date Signed: 4/27/20